City of Las Vegas

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 (OAKEY BOULEVARD) WITH A WIDTH OF GREATER THAN 60 FEET at 6201 West Oakey 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

City of Las Vegas Agenda Item No.: **1.**

AGENDA SUMMARY PAGE - PLANNING

PLANNING COMMISSION MEETING OF: AUGUST 9, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

SUBJECT:
CALL TO ORDER

City of Las Vegas Agenda Item No.: **2.**

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

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

SUBJECT:
ANNOUNCEMENT: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas Agenda Item No.: **3.**

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

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG

SUBJECT:
ROLL CALL

City of Las Vegas Agenda Item No.: **4.**

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

City of Las Vegas Agenda Item No.: **5.**

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

City of Las Vegas Agenda Item No.: **6.**

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

City of Las Vegas Agenda Item No.: **7.**

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

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

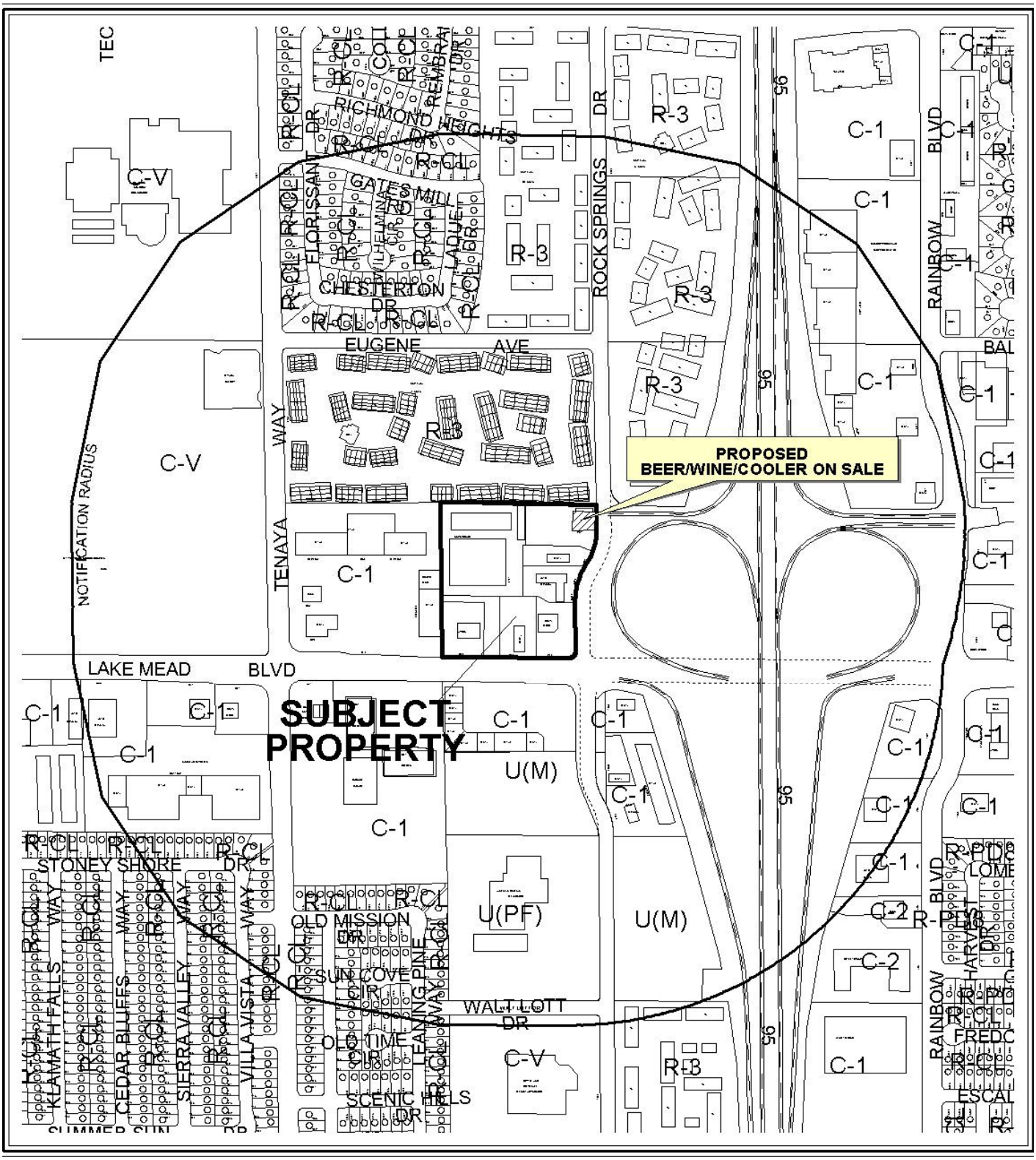
SUBJECT:
SUP-42254 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: GLORIELL HOLDINGS, LLC - OWNER: CHI HSUAN WU - For possible action on a request for a Special Use Permit FOR A BEER/WINE/COOLER ON-SALE ESTABLISHMENT WITHIN AN EXISTING 5,918 SQUARE-FOOT RESTAURANT at 2131 Rock Springs Drive (APN 138-22-610-012), 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:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

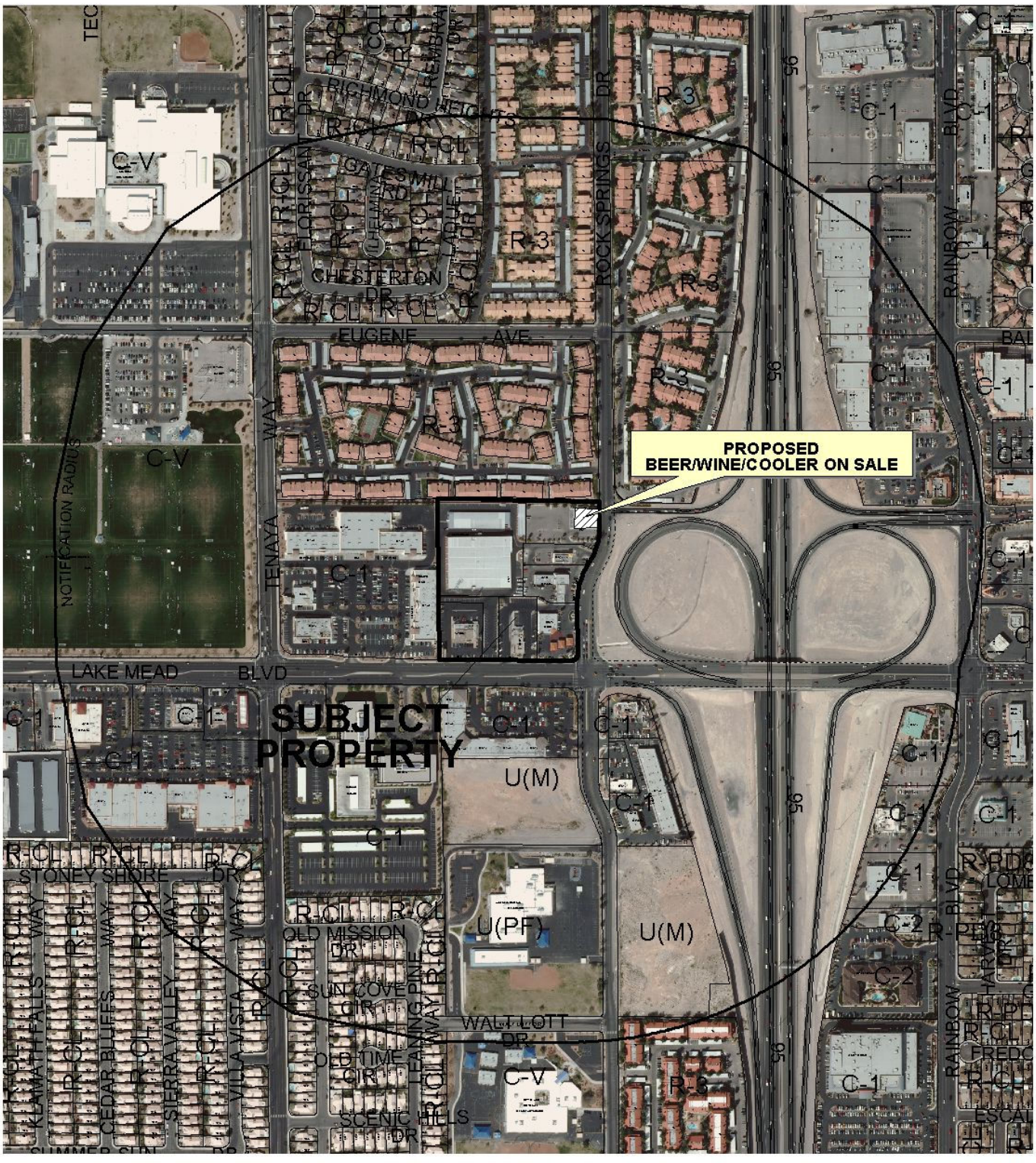
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



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)

N



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

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: AUGUST 9, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: GLORIELL HOLDINGS, LLC - OWNER: CHI HSUAN WU

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-42254	Staff recommends APPROVAL, subject to conditions:	N/A

**** CONDITIONS ****

SUP-42254 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Beer/Wine/Cooler On-Sale Establishment use.

2. Conformance to the approved conditions for Variance (V-0150-96) and Site Development Plan Review [Z-0074-84(18)].

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

6. The sale of single beers, malt beverages, or wine coolers of any size with alcohol by volume greater than 6% shall be prohibited. The sale of wines with an alcohol by volume of greater than 16% shall be prohibited.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
August 9, 2011 - Planning Commission Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a proposed Beer/Wine/Cooler On-Sale Establishment use within an existing 5,945 square-foot restaurant at 2131 Rock Springs Drive. The proposed use complies with all Title 19.12 requirements and can be conducted in a manner that is harmonious and compatible with existing surrounding development and land uses; therefore, staff recommends approval with conditions. If this application is denied, the proposed Beer/Wine/Cooler On-Sale Establishment use cannot be located within the subject property, nor can a business license for alcohol use be obtained for the use at this location.

ISSUES

- A Beer/Wine/Cooler On-Sale Establishment use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/21/84	The City Council approved a request for Rezoning (Z-0074-84) from N-U (Non-Urban) to R-CL (Single Family Compact Lot), R-3 (Limited Multiple Residence) and C-1 (Limited Commercial) as part of a large request. This subject site is located at the northwest corner of Lake Mead Boulevard and Rock Springs Drive. The Planning Commission and staff recommended approval.
12/17/96	The Board of Zoning Adjustment approved a request for a Variance (V-0156-96) to allow 80 parking spaces where 139 parking spaces are required for a proposed 5,500 square-foot restaurant on property located at 2001-2005 Rock Springs Drive. The Department of Planning staff had no objection to the request.
02/27/97	The Planning Commission approved a request for a Site Development Plan Review [Z-0074-84(18)] on property located on the west side of Rock Spring Drive, north of Lake Mead Boulevard for a proposed 5,560 square-foot restaurant. The Department of Planning staff had no objection to the request.

Most Recent Change of Ownership	
04/19/02	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/20/97	A building permit (#97017284) was issued for a New Building for Certificate of Occupancy at 2131 Rock Springs Drive. The permit was finalized on 01/30/98.
06/15/99	A building permit (#99011777) was issued for Tenant Improvement for Certificate of Occupancy at 2131 Rock Springs Drive. The permit was finalized on 07/16/99.
10/14/02	A business license (R09-01171) was issued for a Restaurant at 2131 Rock Springs Drive. The license was marked out of business on 02/08/10.
12/02/10	A business license (R09-01592) was issued for a Restaurant at 2131 Rock Springs Drive. The license is currently active.
06/28/11	A business license (L09-93339) was filed for a Beer/Wine/Cooler On Sale at 2131 Rock Springs Drive. The license has not been reviewed by the Department of Planning.

Pre-Application Meeting	
06/06/11	A pre-application meeting was held with the applicant, where the submittal requirements for a Special Use Permit for a proposed Beer/Wine/Cooler On-Sale Establishment use were discussed. The proposed use can only be served in conjunction with a meal.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/30/11	A site visit by staff noted that the subject site had graffiti on the wall of the existing building. A broken window was observed along the south side of the building.

Details of Application Request	
Site Area	
Net Acres	1.11

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Restaurant, 2,000 sq. ft. or more (without Drive-Through)	SC (Service Commercial)	C-1 (Limited Commercial)

North	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	Restaurant, 2,000 sq. ft. or more (without Drive-Through)	SC (Service Commercial)	C-1 (Limited Commercial)
East	US-95 on/off ramp	Right-of-way	Right-of-way
West	Mini-Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Rock Springs Drive	N/A	N/A	60	N/A

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Restaurant	2,300 SF seating area	1/50 SF	46				
	3,645 SF remaining area	1/200 SF	19				
TOTAL SPACES REQUIRED			65		80		Y

RG

Regular and Handicap Spaces Required	62	3	76	4	Y

ANALYSIS

A Beer/Wine/Cooler On-Sale Establishment use is defined per Title 19.18.020 as "an establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the same is sold, and is operated in connection with a restaurant in which 30 or more people may be served with meals at any one time at tables or stools." The applicant currently has an operating business license for a restaurant with seats available for 180 guests. No additional parking is required beyond that which is required for the principal use on the site. The proposed use will be located within an existing restaurant and meets the minimum distance separation requirements. The proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses; therefore, staff recommends approval.

FINDINGS (SUP-42254)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed use will be located within an existing restaurant and meets the minimum distance separation requirements. The proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed use. The proposed Beer/Wine/Cooler On-Sale Establishment use on-site parking requirement does not require additional parking required beyond that which is required for the principal use on the site.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Rock Springs Drive. This street is sufficient in size to accommodate the needs of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

Approval of the Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections.

5. The use meets all of the applicable conditions per Title 19.12.

The proposed use complies with the Minimum Special Use Permit Requirements for a Beer/Wine/Cooler On-Sale Establishment use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 227

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-42254** APN: 138-22-610-012

Name of Property Owner: CHI 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: CHI HSUAN WU.

Subscribed and sworn before me

This 7th day of June, 2011

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
BENJAMIN W. NERO II
No: 10-1673-1
My Appointment Expires Feb. 23, 2014

RECEIVED
JUN 23 2011
City of Las Vegas

PLANNING & DEVELOPMENT

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 √SC 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 CHI HSIAN 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 (GLORIELL HOLDINGS, LLC) **Contact** GLORIA ROSELL-ENSLER

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* Chi Hsian Wu.

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

Print Name CHI HSIAN WU.

Subscribed and sworn before me

This 7th day of June, 20 11.

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
BENJAMIN W. NERO II
No: 10-1673-1
My Appointment Expires Feb. 23, 2014

FOR DEPARTMENT USE ONLY

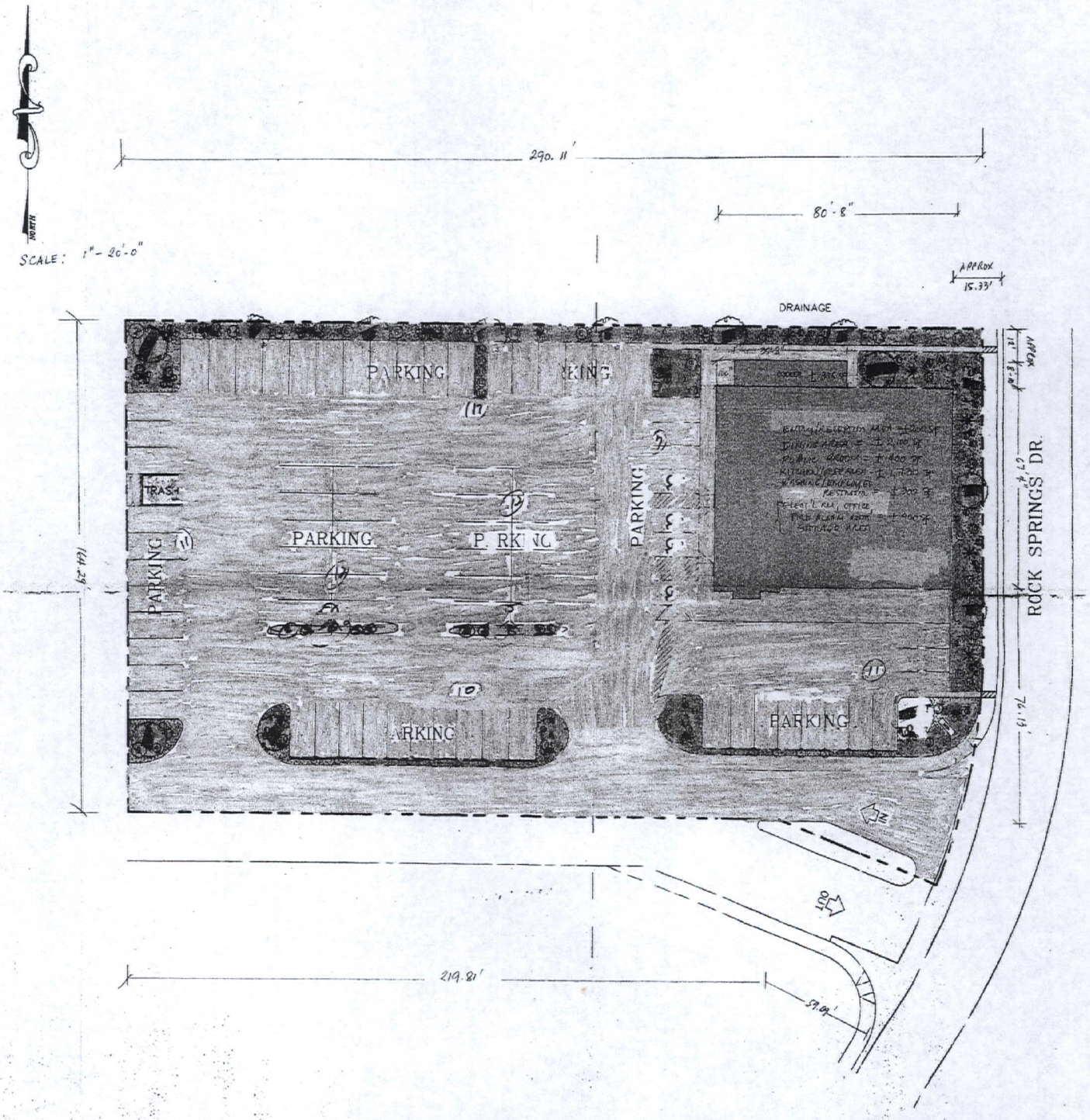
Case #	SUP-42254
Meeting Date:	8/9/11
Total Fee:	$1,280
Date Received:*	6/23/11
Received By:	BMS

*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.

Revised 10/27/08

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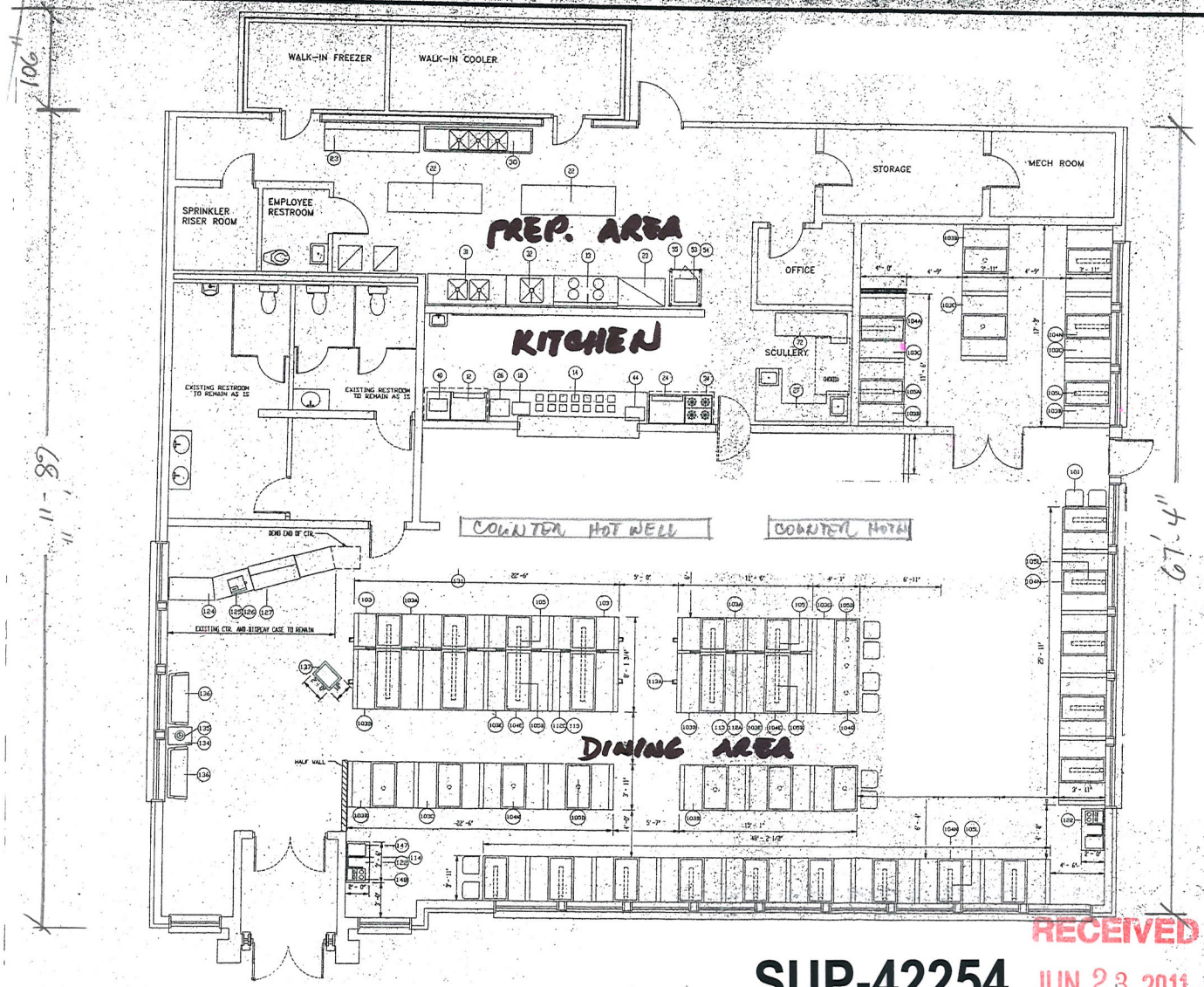
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JUN 23 2011
City of Las Vegas



PANCIT-ADOBO FILIPINO RESTAURANT

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JUL 05 2011

SUP-42254
REVISED



FURNITURE SCHEDULE

ITEM #	QTY.	DESCRIPTION	SUPPLIED BY	SET IN PLACE BY
101	4	30" SINGLE BOOTH- PREMIER	STAINLESS	OWNER
101A	4	30" DOUBLE BOOTH- PREMIER	STAINLESS	OWNER
101B	10	42" SINGLE BOOTH- PREMIER	STAINLESS	OWNER
101C	20	42" DOUBLE BOOTH- PREMIER	STAINLESS	OWNER
101D	4	60" SINGLE BOOTH- PREMIER	STAINLESS	OWNER
101E	4	60" DOUBLE BOOTH- PREMIER	STAINLESS	OWNER
102	1	72" SETTEE- PREMIER	STAINLESS	OWNER
104A	2	24"x24" TABLE TOP 4-SIDED VENEATURE EDGE	STAINLESS	OWNER
104E	6	24"x24" TABLE TOP 4-SIDED VENEATURE EDGE T/DIVIDERS	STAINLESS	OWNER
104H	26	24"x24" TABLE TOP 4-SIDED VENEATURE EDGE	STAINLESS	OWNER
104O	1	24"x48" TABLE TOP 4-SIDED VENEATURE EDGE	STAINLESS	OWNER
105	4	30" CANTILEVER BRACKET	STAINLESS	OWNER
105A	2	42" CANTILEVER BRACKET	STAINLESS	OWNER
105B	6	60" CANTILEVER BRACKET	STAINLESS	OWNER
105D	14	WORKTOP C/O TABLE BASES (15"x20")	STAINLESS	OWNER
105E	3	MID-WEB	STAINLESS	OWNER
105L	17	MOUNTAIN C/O TABLE BASE (BACKMTLEVER FOR 42" TABLES)	STAINLESS	OWNER
112A	1	11'-6" DBL FACE WALL PANEL W/LIFT-OUT DIVIDER	STAINLESS	OWNER
112C	2	20'-0" DBL FACE WALL PANEL W/LIFT-OUT DIVIDER	STAINLESS	OWNER
113	6	10 3/8" x 83 1/4" STICK'D GLASS PANEL	STAINLESS	OWNER
113A	5	4 CITY LIFT-OUT DIVIDER HOLDERS	STAINLESS	OWNER
114	3	MENU HOLDER	STAINLESS	OWNER
115C	1	FU-SHAPE ENCLOSURE PANEL: SEE PLAN F/SIZE	STAINLESS	OWNER
116A	1	FU-SHAPE ENCLOSURE PANEL: SEE PLAN F/SIZE	STAINLESS	OWNER
122	3	WAITRESS SERVICE STATION: SEE PLAN F/SIZE	STAINLESS	OWNER
123	1	HOT FOOD BUFFET/SOUP & SALAD BAR	STAINLESS	OWNER
124		CASHIER CABINETS: EXISTING	OWNER	OWNER
125		CASH REGISTER SYSTEM	G.B.R.I.	OWNER
126		ANNUNCIATOR UNITS	G.B.R.I.	OWNER
127		BAKERY DISPLAY CASE	EXISTING	OWNER
131	1	CARRY OUT COUNTER	STAINLESS	OWNER
134	1	WAITING AREA-TABLES	G.B.R.I.	OWNER
135		TABLE LAMPS	G.B.R.I.	G.C.
136	2	SOAK SEAL "TASTEFUL" BUFFET	STAINLESS	OWNER
137	1	HOSTESS STATION: SEE PLAN F/SIZE	STAINLESS	OWNER
144	LOT	WINDOW SILLS	G.C.	G.C.
145	1	DECOR PACKAGE	OWNER	OWNER
146	1	GIFT SHOP	STAINLESS	OWNER
147		CABLE SYSTEM	G.B.R.I.	OWNER
148	3	SILVERWARE HOLDERS (2 HOT SHOWN)	STAINLESS	OWNER
148A	LOT	MISCELLANEOUS	STAINLESS	OWNER

SEATING & TABLE SCHEDULE

TABLE TOP STYLES	TOP QTY.	SEAT QTY.
SINGLES	000	000
2 TOPS	6	12
3 TOPS	000	000
4 TOPS	32	128
5 TOPS	0	0
6 TOPS	6	36
TOTALS:	44	176
SEATING TO TABLES RATIO		0

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City of Las Vegas

SUP-42254

PANCIT - ADDED FR. 42254.

2131 ROCK SPRINGS RD.
LAS VEGAS, NV.

SCALE: 1/4"=1'-0"



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

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JUN 23 2011
City of Las Vegas

SUP-42254

City of Las Vegas Agenda Item No.: **8.**

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

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

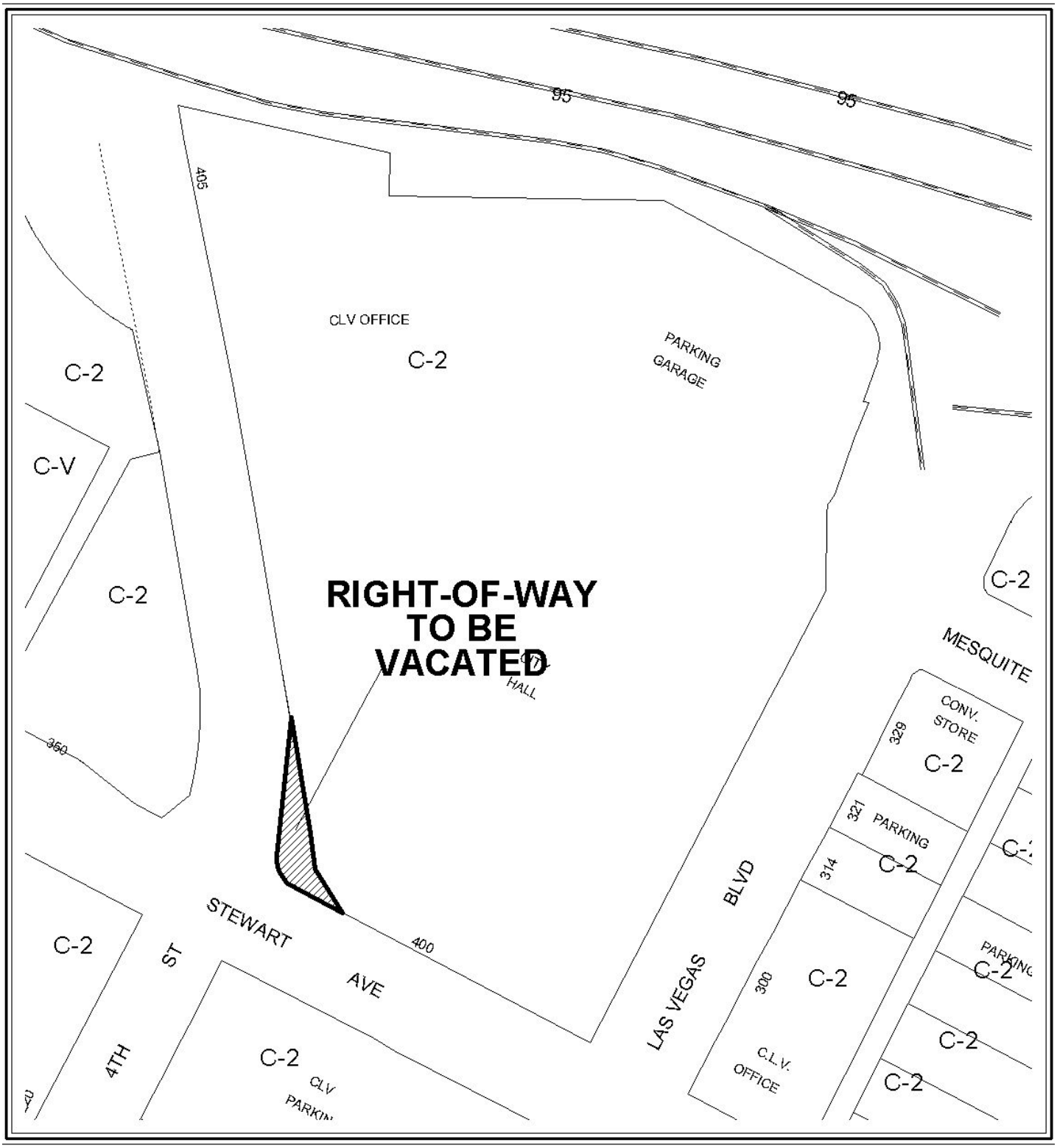
SUBJECT:
VAC-42053 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a petition to Vacate a portion of public right-of-way at the northeast corner 4th Street and Stewart Avenue, Ward 5 (Barlow). Staff recommends APPROVAL.

SET DATE: 08/17/2011
C.C.: 09/07/2011

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

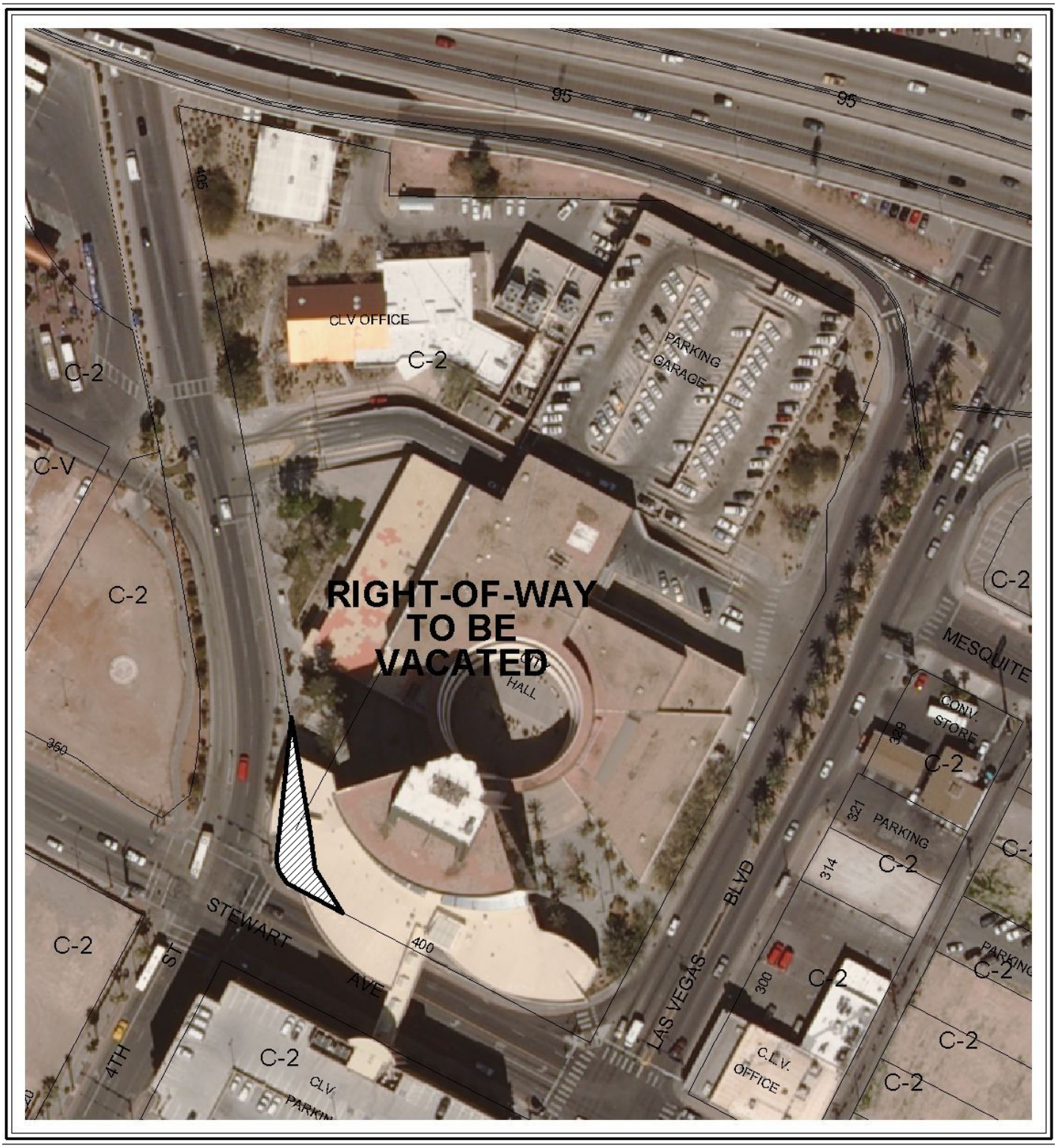
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Justification Letter



CASE: **VAC-42053**

0 100 200 Feet

N



CASE: **VAC-42053**

0 100 200 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: AUGUST 9, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAC-42053	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

VAC-42053 CONDITIONS

1. The limits of this Petition of Vacation shall be defined as the northeast corner of Fourth Street and Stewart Avenue as shown on recorded document OR:0104:082945.

2. All existing public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of the Order of Vacation.

3. All development shall be in conformance with code requirements and design standards of all City Departments.

4. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress there from shall be provided if required.

5. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

RG

6. If the Order of Vacation is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a petition to vacate an existing portion of the right-of-way located at the northeast corner of 4th Street and Stewart Avenue. The purpose of the vacation is to clean up the right-of-way boundaries to coincide with the actual roadway improvements, and staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/07/11	The Department of Planning administratively approved a request for Parcel Map (PMP-41493) for two commercial lots on a property located on the northwest and southwest corners Stewart Avenue and Las Vegas Boulevard. The Final Map has not been recorded.

Most Recent Change of Ownership
No change of ownership can be located for the subject site.

Related Building Permits/Business Licenses
No relevant building permit or licensing history exists pertaining to this request.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
06/30/11	A site visit by staff noted that the right-of-way contained an existing sidewalk.

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	4th Street	Right-of-way	Right-of-way
North	Government Facility	MXU (Mixed-Use)	C-2 (General Commercial)
South	Parking Garage	C (Commercial)	C-2 (General Commercial)
East	Government Facility	MXU (Mixed-Use)	C-2 (General Commercial)
West	Vacant	MXU (Mixed-Use)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		Y
A-O (Airport Overlay) District	X		Y
Live/Work Overlay District	X		Y
Las Vegas Boulevard Scenic Byway Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

LEGAL DESCRIPTION

Those portions of land as described by that certain quitclaim deed recorded February 26, 1971 in Book 104 as Instrument no. 82945, Official Records, Clark County, Nevada, and by that certain "Resolution Approving Occupancy" recorded January 16, 1970 in Book 4 as Instrument no. 2484, Official Records, Clark County, Nevada, situated in Northeast Quarter (NE ¼) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, being more particularly described as follows: Commencing at the Centerline intersection of "Las Vegas Boulevard" and "Stewart Avenue" as shown by that certain Record of Survey on file in File 104 of Surveys, Page 88, Official Records, Clark County, Nevada; thence along the centerline of said "Stewart Avenue", north 27.55'15" east, 40.00 feet to the northerly right-of-way of said "Stewart Avenue" and the point of beginning of the herein described tract; thence along said northerly right-of-way, north 62.04'45" west, 47.81 feet to the beginning of a 25.00

foot radius curve, concave to the east; thence northerly along said 25.00 foot radius curve to the right through a central angle of 67.29'29" (the long chord of which bears north 28.20'00" west, 27.78 feet) for an arc length of 29.45 feet; thence north 05.24'44" east, 85.36 feet to the beginning of a 210.00 foot radius curve, concave to the east; thence northerly along said long chord of which bears north 08.08'40" east, 20.02 for an arc length of 20.03 feet to the beginning of a 160.00 foot radius reverse curve concave to the west to which a radial line bears south 79.07'24" east; thence northerly along said 160.00 foot radius reverse curve to the left through a central angle of 3.01'10" (the long chord of which bears north 9.22'01" east, 8.43 feet) for an arc length of 8.43 feet; thence south 09.45'19" east, 126.59 feet; thence south 31.40'43" east, 41.35 feet to the point of beginning.

ANALYSIS

The Vacation is necessary due to excess public right-of-way on 4th Street. Vacating a portion of the right-of-way would coincide with the actual roadway improvements.

As no conflicts with any city requirements and Special Area Plans would be created by the vacation, staff recommends approval of the petition to vacate, with conditions.

The Department of Public Works presents the following information concerning this request to vacate certain public street rights-of-way:

A. Does this vacation request result in uniform or non-uniform right-of-way widths? *It will result in a uniform right-of-way width which coincides with the actual improvements.*

B. From a traffic handling viewpoint will this vacation request result in a reduced traffic handling capability? *No, since no street improvements will be affected.*

C. Does it appear that the vacation request involves only excess right-of-way? *Yes.*

D. Does this vacation request coincide with development plans of the adjacent parcels? *Yes, the recordation of the City Hall Parcel Map.*

E. Does this vacation request eliminate public street access to any abutting parcel? *No.*

F. Does this vacation request result in a conflict with any existing City requirements? *No.*

G. Does the Department of Public Works have an objection to this vacation request? *No.*

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 32

NOTICES MAILED 1

APPROVALS 0

PROTESTS 0

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, 2011

Kevin Cerny

Notary Public in and for said County and State

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

RECEIVED
JUN 07 2011

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.

RECEIVED JUN - 7 2011 CITY CLERK

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

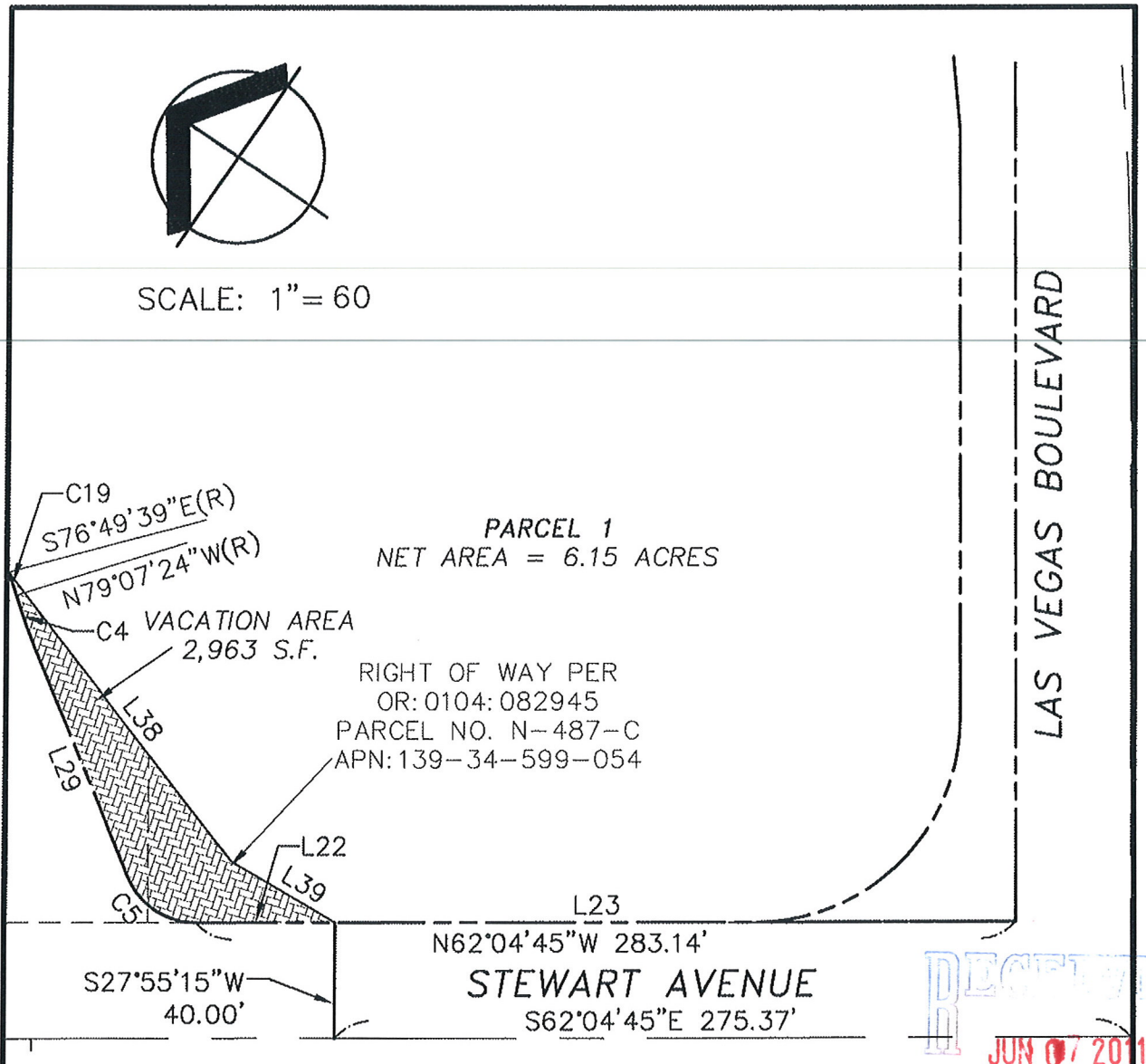
KEVIN CERNY
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 04-90775-1
MY APPT. EXPIRES JULY 29, 2012

FOR DEPARTMENT USE ONLY

Case #	VAC-42053
Meeting Date:	8/9/11
Total Fee:	
Date Received:*	6-7-11
Received By:	JF

RECEIVED JUN 07 2011 DEPARTMENT OF PLANNING

*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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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.

Cardno WRG
LAS VEGAS
10649 JEFFREYS ST, HENDERSON, NV 89052
TEL: (702) 990-9300 FAX: (702) 990-9305
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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

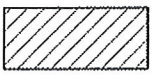
LEGEND:

— 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

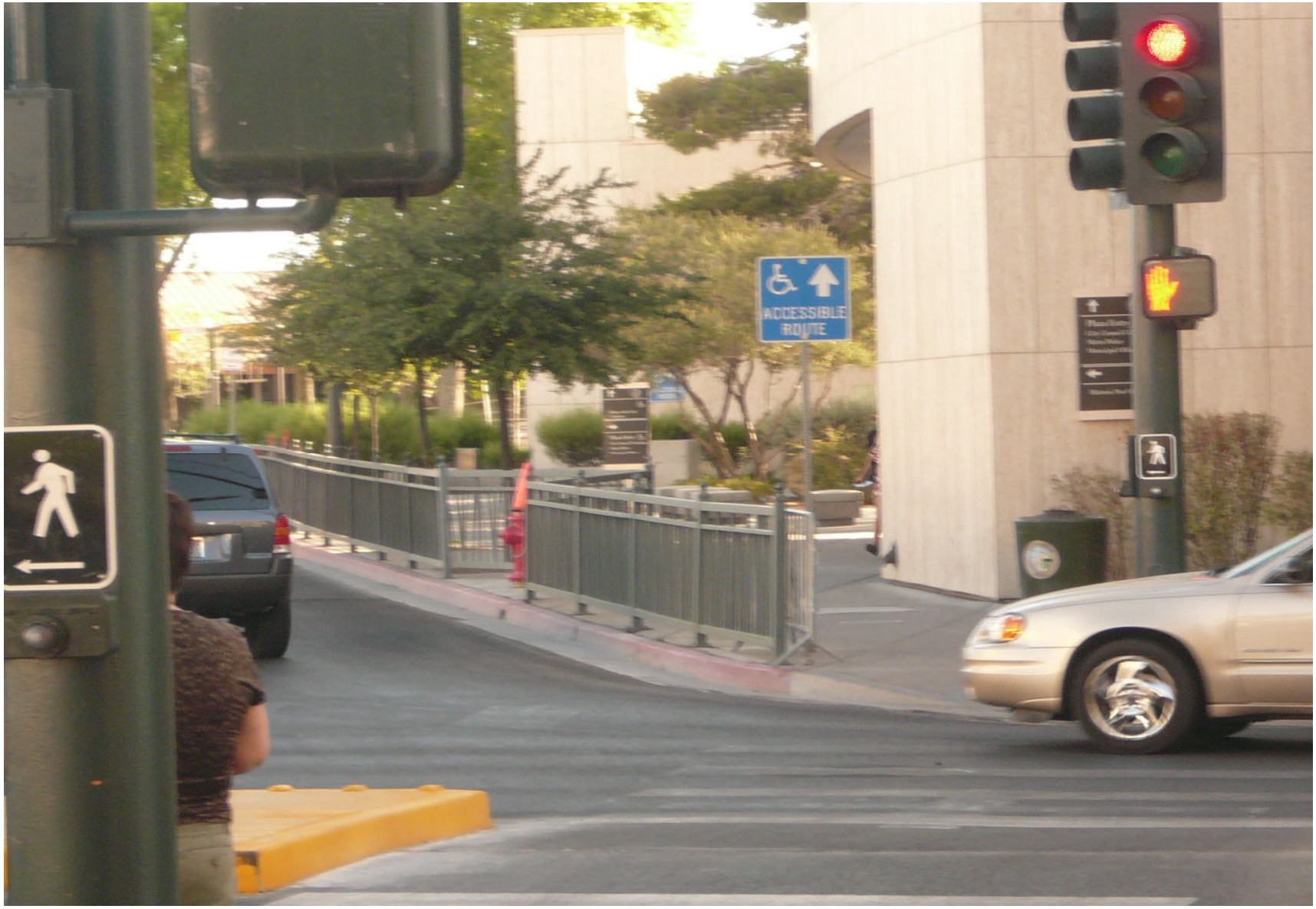
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VACATION EXHIBIT
4TH STREET

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

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VAC-42053

City of Las Vegas Agenda Item No.: **9.**

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

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

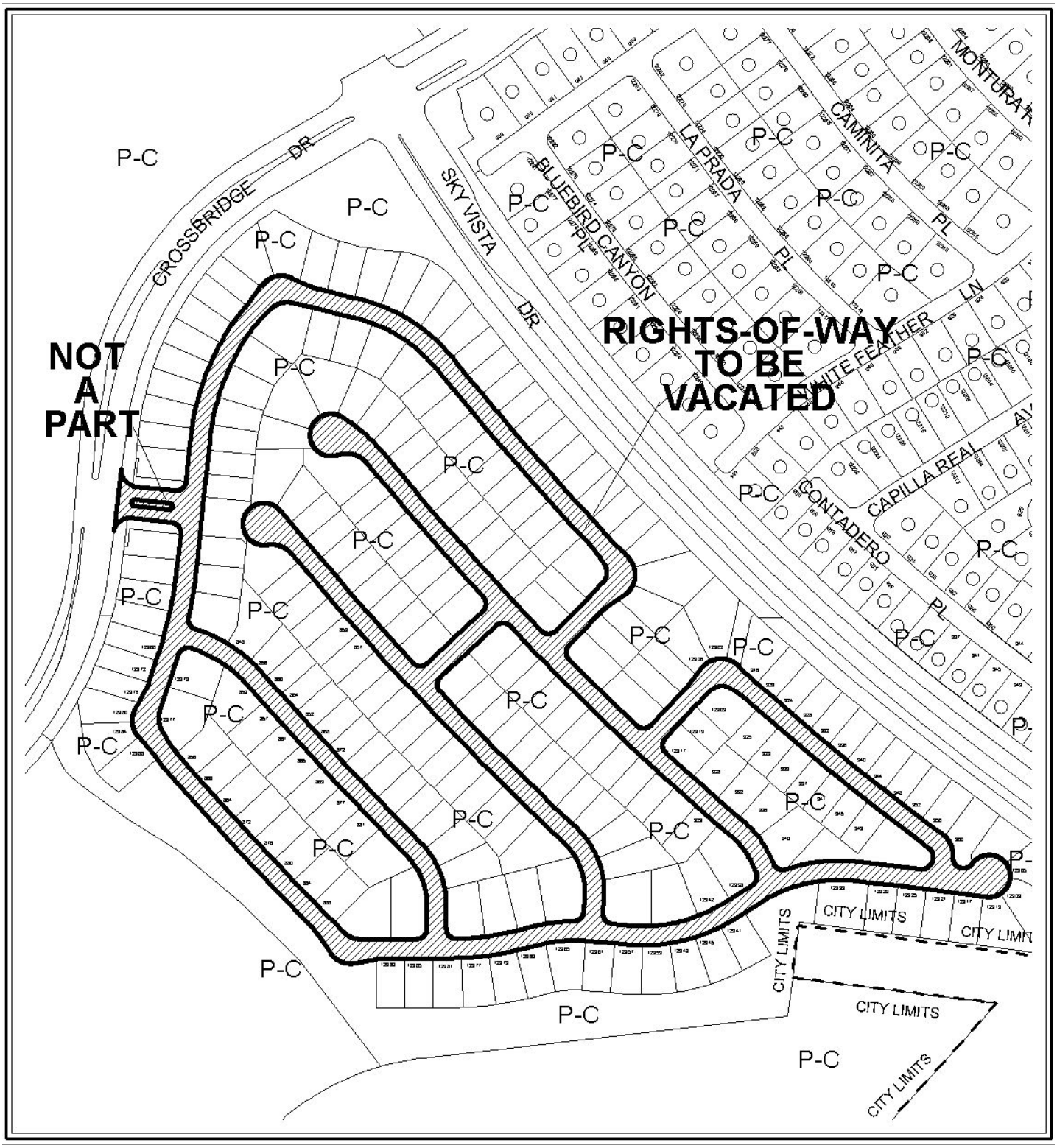
SUBJECT:
VAC-42246 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC - For possible action on a petition to Vacate all public street right-of-way within a residential subdivision generally located at the southwest corner of Crossbridge Drive and Sky Vista Drive, Ward 2 (Wolfson).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

SET DATE: 08/17/2011
C.C.: 09/07/2011

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**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. Photos
5. Justification Letter



0 100 200 Feet

CASE: **VAC-42246**

N



CASE: **VAC-42246**

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: AUGUST 9, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAC-42246	Staff recommends APPROVAL, subject to conditions:	N/A

**** CONDITIONS ****

VAC-42246 CONDITIONS

1. The limits of this Petition of Vacation shall be defined as all the public streets and unused public easements granted with "Summerlin Village 24 Parcel A Silver Creek A common-interest community" recorded as Book 135 Page 71 of Plats.

2. Reserve a Public Sewer Easement across all rights-of-way to be vacated. Alternatively, meet with the Sanitary Sewer Planning Section of the Department of Public Works to determine where public sewer alignments must be reserved.

3. Coordinate with the Land Development Section of the Department of Building and Safety to determine how to close, abandon, or modify all open permits related to this site prior to the mylar submittal of this map. Comply with the recommendations of the Land Development Section.

4. An update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the recordation of this Final Map. Appropriate drainage easements shall be reserved if recommended by the approved Drainage Plan/Study.

5. The Order of Vacation shall record concurrent with the recordation of a Reversionary Map. The recordation of a map such as FMP-42158 may be used to satisfy this condition.

6. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress there from shall be provided if required.

7. All development shall be in conformance with code requirements and design standards of all City Departments.

8. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

9. If the Order of Vacation is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant proposes to vacate 7.24 acres of public street right-of-way within a residential subdivision generally located at the southwest corner of Crossbridge Drive and Sky Vista Drive. This request is required for reversion to acreage of approximately 42.98 acres. Reversion of this subdivision back to acreage would allow future development of the site in conformance to the Summerlin Development Standards Manual. Staff recommends approval, with conditions. If denied, the approved residential subdivision could not be reverted back to acreage and the submitted Final Map (FMP-42158) could not be approved.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/27/97	The City Council approved a request for Annexation [A-0020-96(A)] for 8,318 acres of property located along the west side of the Beltway, between Charleston Boulevard and Lake Mead Boulevard, including the subject site, with an effective date of 02/28/97. The Planning Commission and staff recommended approval.
	The City Council approved a Development Agreement (DA-0001-96) for this site as a part of a larger request. The Planning Commission and staff recommended approval.
	The City Council approved a request for Rezoning (Z-0119-96) on 8,318 acres of property located along the west side of the Beltway, between Charleston Boulevard and Lake Mead Boulevard, including the subject site, from N-U (Non-Urban) to P-C (Planned Community). The Planning Commission and staff recommended approval.
05/05/04	The City Council approved a Master Development Review (MDR-3867) to establish land use designations within Summerlin Village 24, comprising 502 acres adjacent to the west side of Sky Vista Drive, between Alta Drive and Charleston Boulevard. The Planning Commission and staff recommended approval.
05/13/04	The Planning Commission approved a request for a Tentative Map (TMP-4175) for a 20-lot mixed-use subdivision on 502.2 acres adjacent to the west side of Sky Vista Drive, between Alta Drive and Charleston Boulevard (a portion of APN: 137-22-000-010).
05/19/04	The City Council approved a revision (DIR-3934) to the Summerlin Development Standards Manual, dated February 10, 2004. The Planning Commission and staff recommended approval.

07/13/06	The Planning Commission approved a request for a Tentative Map (TMP-13892) for a 246-lot residential development on 40.1 acres at the intersection of Charleston Boulevard and Sky Vista Drive.
01/18/07	A Final Map (FMP-14224) was submitted for a 237-lot single-family residential subdivision on 42.99 acres at the southwest corner of Crossbridge Drive and Sky Vista Drive. The Final Map was recorded on 02/08/07.
06/22/11	A Final Map (FMP-42158) was submitted review for reversion to acreage of approximately 42.98 acres at the southwest corner of Crossbridge Drive and Sky Vista Drive. The application is currently in review.

Most Recent Change of Ownership	
12/18/97	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
No building permits or business licenses have been issued for this subdivision.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A Neighborhood Meeting is not required, nor was one held.

Field Check	
06/30/11	A site visit by staff noted an undeveloped residential subdivision that is clean and free of debris.

Details of Application Request	
Site Area	
Net Acres	7.24

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	SF3 (Single Family Detached)	P-C (Planned Community)
North	Undeveloped	SF3 (Single Family Detached)	P-C (Planned Community)

South	Undeveloped	Red Rock Conservation Area	P-C (Planned Community)
East	Single Family Residential	SF3 (Single Family Detached)	P-C (Planned Community)
West	Undeveloped	COS (Community Open Space)	P-C (Planned Community)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Summerlin	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
P-C (Planned Community) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

LEGAL DESCRIPTION

The subject property is legally described as the following:

The street right-of-way as dedicated per that certain Final Map Titled "Summerlin Village 24 Parcel A Silver Creek, a common-interest community", recorded in Book 135, Page 71 of plats on file at the Clark County, Nevada Recorder's Office, described as Desert Bridge Avenue, Middle Creek Street, Elmstone Place, Riverlawn Place, Bruckner Lane, Keyport Lane, Fanwood Lane, Glenhaven Place, Valley Chase Avenue, Cherry Glen Place, Haven Oaks Place and Bluffwood Place.

ANALYSIS

This is a request to Vacate 7.24 acres of public street right-of-way within a residential subdivision associated with Summerlin Village 24, Parcel A, Silver Creek generally located at the southwest corner of Crossbridge Drive and Sky Vista Drive. The applicant has indicated that the Vacation is necessary to process a Reversionary Final Map (FMP-42158) to convert the mapped lots within Book 135, Page 71 back to acreage.

As no conflicts with any city requirements would be created by vacation, staff recommends approval of the Petition to Vacate, with conditions.

The Department of Public Works presents the following information concerning this request to vacate certain public street rights-of-way.

A. Does this vacation request result in uniform or non-uniform right-of-way widths? *It will result in the elimination of public streets internal to a subdivision that has requested to revert to acreage the previously subdivided land which created the public streets.*

B. From a traffic handling viewpoint will this vacation request result in a reduced traffic handling capability? *No, since this is internal to a subdivision.*

C. Does it appear that the vacation request involves only excess right-of-way? *Yes. If the previously recorded subdivision is reverted to acreage all public streets will be considered excess right-of-way.*

D. Does this vacation request coincide with development plans of the adjacent parcels? *Yes, a request to revert "Summerlin Village 24 Parcel A Silver Creek" to acreage has been submitted under FMP-42158.*

E. Does this vacation request eliminate public street access to any abutting parcel? *No.*

F. Does this vacation request result in a conflict with any existing City requirements? *No.*

G. Does the Department of Public Works have an objection to this vacation request? *No.*

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 3

NOTICES MAILED 1

APPROVALS 0

PROTESTS 0

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: _____

Print Name: Kevin T. Orrock

Subscribed and sworn before me

This 10th day of May, 2011

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 11-14-06

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

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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

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DEPARTMENT OF PLANNING

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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 LLC **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:** 702-804-2010 **Fax:** 702-804-2299

City Las V gas **State** Nevada **Zip** 89135

E-mail Address pburn@gcwallace.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 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

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

FOR DEPARTMENT USE ONLY

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

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JUN 22 2011

*Th... s ... til the ... the ...cable

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Revised 10/27/08



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 COMPANIES
ENGINEERS | PLANNERS | SURVEYORS

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

Cyndee Miller,
Project Coordinator

Enclosures

C: File
Josh Johnson, GCW

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JUL 07 2011
VAC-42246

City of Las Vegas Agenda Item No.: **10.**

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

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

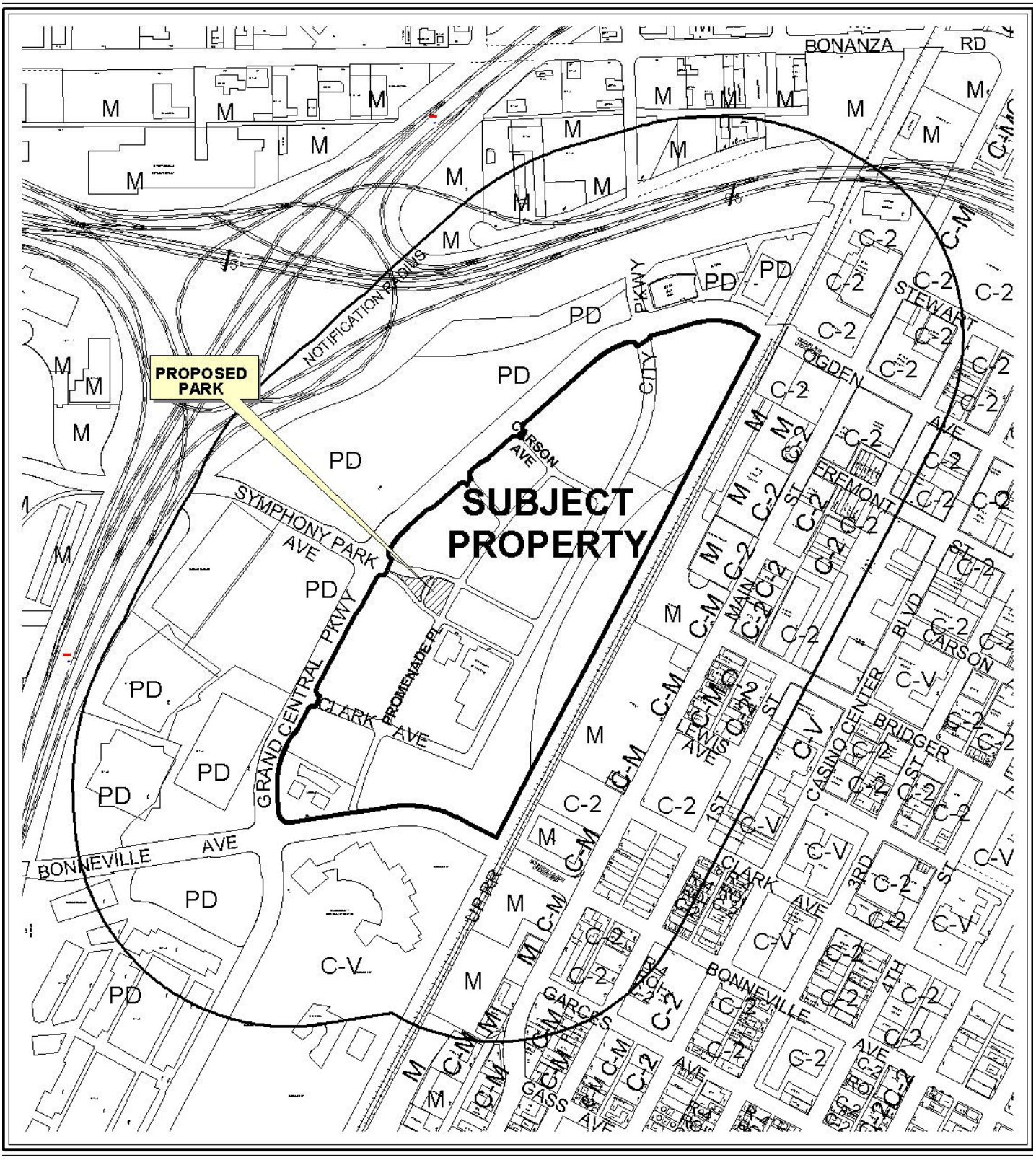
SUBJECT:
SDR-42260 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: SYMPHONY PARK MASTER ASSOCIATION, INC. - For possible action on a request for a Site Development Plan Review FOR A PRIVATE PARK on 0.58 acres at the intersection of Symphony Park Avenue and Grand Central Parkway (APNs 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:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**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. 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

N

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: AUGUST 9, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: SYMPHONY PARK MASTER ASSOCIATION, INC.

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-42260	Staff recommends APPROVAL, subject to conditions:	

**** CONDITIONS ****

SDR-42260 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Site Development Plan Review (SDR-16267) shall be required.

2. Revised plans and other materials shall be submitted to and approved by the Symphony Park Design Review Committee (SP-DRC) as required on the SP-DRC action letter dated 07/12/11. Approved plans shall be submitted to the Department of Planning.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All development shall be in conformance with the site plan date stamped 07/07/11 and landscape plan date stamped 07/14/11, except as amended by conditions herein.

5. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 07/14/11. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. 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. Installed landscaping shall not impede visibility of any traffic control device.

9. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

10. Unless already constructed or guaranteed by the Master Developer, construct all incomplete half street improvements adjacent to this site concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with the development of this site.

11. All landscaping and private improvements 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.

12. An update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any grading or building permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways as recommended in the approved drainage plan/study.

13. Comply with all applicable previous conditions of approval for SDR-16267 and all other site related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

The undeveloped subject site is located within the Symphony Park Master Plan area. A 2.16-acre private park flanked on the north and south by Symphony Park Avenue is proposed at this location in conformance with the master plan contained within the Symphony Park Design Standards. This review is for the western 0.58 acres only. This development is intended to complement the performing arts center currently under construction to the south and to provide the central civic open space for the Symphony Park area.

The proposed park consists primarily of thematic landscaping with pedestrian paths located along the east, north and south perimeters. No structures other than entry signage and mechanical units are planned. The proposed park is bisected by a one-way pass-through area for buses and other vehicles. No parking is provided onsite.

The proposed development generally conforms to the Symphony Park Design Standards. It has received approval from the Symphony Park Design Review Committee (SP-DRC) with conditions requiring minor revisions and additional review by the SP-DRC. Staff therefore also recommends approval with conditions.

ISSUES

- Additional minor revisions to the plans are required by the SP-DRC as noted in its approval letter dated 07/12/11; final SP-DRC approval of the plans is noted as a condition of approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/23/98	The City Council approved a Rezoning (Z-0100-97) from M (Industrial) to PD (Planned Development) on approximately 178 acres generally located along the east side of Interstate 15 between Charleston Boulevard and U.S. 95. The Planning Commission and staff recommended approval.
11/15/06	The City Council approved a request for a Site Development Plan Review (SDR-16267) for a proposed mixed use development on 61.57 acres located at the northeast corner of Grand Central Parkway and Bonneville. The Planning Commission and staff recommended approval.

01/03/07	The City Council adopted the Union Park Design Standards through Ordinance #5874.
03/18/09	The City Council approved a Waiver (WVR-32366) of Section IV(C) of the City of Las Vegas Street Naming and Address Assignment Regulations as adopted by Title 13.28 to allow the suffix "Place" on a northeast/southwest street where only allowed for use on northwest/southeast streets in the Union Park development, located at the northeast intersection of Grand Central Parkway and Bonneville Avenue. Staff recommended approval.
05/20/09	The City Council approved the change in the name of the Union Park development to Symphony Park.
08/04/10	The City Council adopted the Symphony Park Design Standards and related design documents through Ordinance #6102.
05/10/11	The Planning Commission voted to abey a request for a Site Development Plan Review (SDR-41033) for a private park on 1.58 acres east of the subject site to the 06/14/11 Planning Commission meeting at the applicant's request.
06/14/11	The Planning Commission voted to abey a request for a Site Development Plan Review (SDR-41033) for a private park on 1.58 acres east of the subject site to the 07/12/11 Planning Commission meeting at the applicant's request.
07/12/11	The Planning Commission approved a request for a Site Development Plan Review (SDR-41033) for a private park on 1.58 acres east of the subject site. Staff recommended approval.

Most Recent Change of Ownership	
10/13/10	A deed was recorded for a change in ownership on APN 139-33-511-009 and 010.

Related Building Permits/Business Licenses
No building permits or business licenses pertain to the subject site.

Pre-Application Meeting	
02/17/11	A pre-application meeting was held with the applicant's representative, where requirements for a Site Development Plan Review for a private park were discussed. During the meeting, it was determined that a variance would be necessary to allow a proposed monument sign to encroach into the required setback area for such signs. This sign was later deemed a development entry sign that met Title 19 requirements and as such, a variance would not be necessary. Other items noted included the following:

02/17/11	• A signed letter of review from the Symphony Park Design Review Committee (SP-DRC) is required at the time of submittal. The SP-DRC has not yet reviewed the proposal and is scheduled to do so in early March. An encroachment agreement may be sought for landscaping in the western portion of the pass-through area in lieu of a petition of vacation.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/03/11	A field check was conducted on the site. The proposed park area is being used at this time as a staging area for construction of the approved performing arts center to the south.

Details of Application Request	
Site Area	
Net Acres	0.58

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	MXU (Mixed Use)	PD (Planned Development)
North	Undeveloped	MXU (Mixed Use)	PD (Planned Development)
South	Temporary Parking Lot	MXU (Mixed Use)	PD (Planned Development)
East	Undeveloped	MXU (Mixed Use)	PD (Planned Development)
West	Right-of-Way	ROW (Right-of-Way)	ROW (Right-of-Way)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan	X		Y

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
PD (Planned Development) District	X		Y
Downtown Centennial Plan Overlay District (Symphony Park)	X		Y
G-O (Gaming Enterprise Overlay) District	X		N/A
A-O (Airport Overlay) District (175 Feet)	X		Y
Downtown Casino Overlay District	X		N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to the Symphony Park Design Standards, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	9,443 SF	N/A
Min. Lot Width	N/A	7 Feet	N/A
Mechanical Equipment	Screened	Screened	Y

Symphony Park Schematic Streetscape Design

Streetscape Standards	*Required*	*Provided*	*Compliance*
Symphony Park Forecourt	Per Park Design (65% plantings/20% special paving/15% scored concrete)	Medjool Date Palms (22' BTH) 48" box Desert Museum Palo Verde 48" box Rio Grande Ash 48" box Red Push Pistache	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Grand Central Parkway	Parkway Arterial	Master Plan of Streets and Highways	100	N
Symphony Park Avenue (each direction)	N/A	N/A	23	N/A
Promenade Place	N/A	N/A	34	N/A

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Private Park	0.58 acres net/gross	2 spaces per gross acre	2				
TOTAL SPACES REQUIRED			2		0		N
Regular and Handicap Spaces Required			1	1	0	0	N

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City. The analysis should take a number of factors into consideration when discussing parking availability, including pedestrian access, nearby parking structures, on-street parking, etc. Parking will be made available within nearby surface lots and parking structures.

ANALYSIS

The subject site is located within a PD (Planned Development) zoning district and the Symphony Park District of the Downtown Centennial Plan Overlay District. Development within this district is subject to the Symphony Park Design Standards Manual. No waivers of the Design Standards have been requested. The proposed development has no impact on the site's location within the Gaming Enterprise Overlay District or Downtown Casino Overlay District. The site is located within the Airport Overlay District with a 175-foot height restriction on structures; no buildings are proposed, and all proposed signage and art pieces are in conformance with the requirements of the Overlay District.

The proposed private park conforms to the requirements of the Downtown Centennial Plan and Symphony Park Design Standards. No parking will be located onsite; instead, parking will be provided in nearby offsite surface lots or in planned parking structures not a part of this review, as permitted by Title 19.10 and the Downtown Centennial Plan. The proposed pass-through and turnaround area, along with Symphony Park Avenue and Promenade Place, will provide adequate circulation through and around the park.

Onsite signage will be subject to approval by the SP-DRC prior to issuance of any sign permits by the City of Las Vegas. The sign type and location indicated by the submitted plans conform to Title 19.08 and Symphony Park Design Standards requirements.

FINDINGS (SDR-42260)

In order to approve a Site Development Plan application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed private park development is an integral part of the master design of the Symphony Park planned area and complements the performing arts center currently under construction to the southeast as a civic open space. This development seamlessly connects to the approved park site to the east, forming the primary open space feature within Symphony Park.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed park is congruous with Las Vegas 2020 Master Plan Downtown Reurbanization Policy 1.2.2, which mandates that a major civic square, open space or park be developed in the central business/government district core to serve as a focal point for the city and contribute to the identity, functionality and amenity of the Downtown. The park is generally consistent with the goals and requirements of the Symphony Park Design Standards, which provide for an open space network centered around three primary spaces that connect Symphony Park to Downtown Las Vegas.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

Access to the perimeter of the proposed park is provided by Grand Central Parkway, Symphony Park Avenue and Promenade Place. Vehicular access to the park interior is not provided.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Structural, paving and landscape materials have been conditionally approved by the SP-DRC and are appropriate for the Symphony Park planned development area.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   No buildings are proposed. The landscape design and other aesthetic features create an orderly environment that will be harmonious and compatible with existing and future development within Symphony Park.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   Development is subject to permits and inspection, thereby ensuring the public health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 22

NOTICES MAILED 90

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

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

JILL KLELES
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 07-1668-1
My Appt. Expires Jan. 18, 2015

RECEIVED
JUN 23 2011

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* _____

*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

JILL KLELES
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 07-1800-1
My Appt. Expires Jan. 18, 2015

Revised 10/27/08

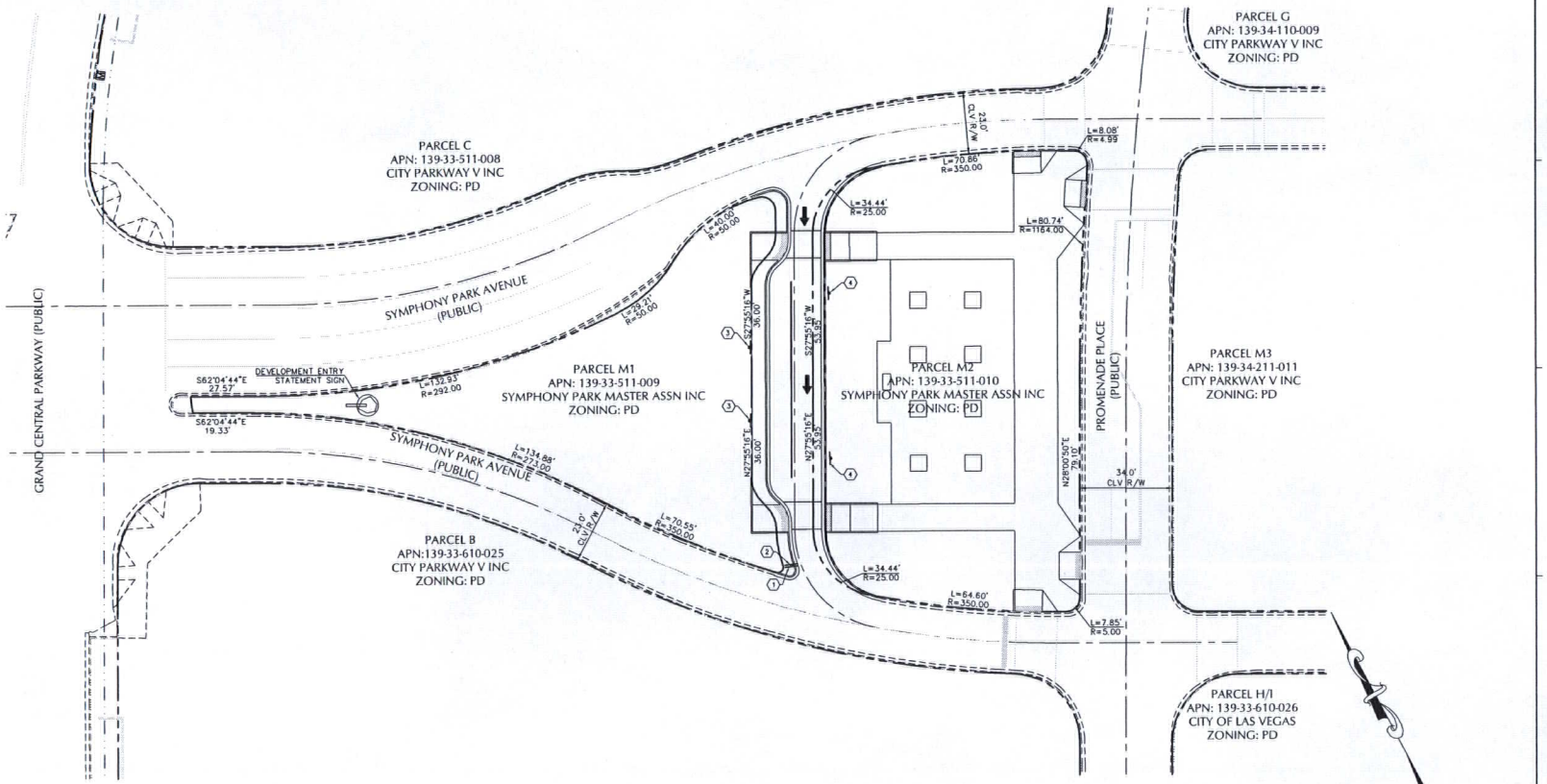
FOR DEPARTMENT USE ONLY

Case #	SDR-42260
Meeting Date:	8-9-11 PC
Total Fee:	$1,030
Date Received:*	6-23-11
Received By:	

RECEIVED
JUN 23 2011

*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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GRAPHIC SCALE

20 0 10 20 40 60

(IN FEET)
1 INCH = 20 FT

SIGN HEIGHT DETAIL NTS

LEGEND

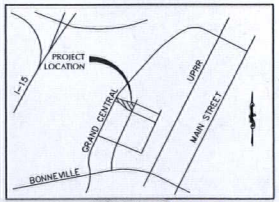
PROPERTY LINE–ADJACENT
PROPERTY LINE–RIGHT–OF–WAY
EXISTING PROPOSED
18" MODIFIED TYPE 'L' CURB AND GUTTER
6" TYPE 'A' CURB

SIGN DETAILS

① STOP R1-1 (30"X30")
② DO NOT ENTER R5-1 (30"X30")
③ NO PARKING LOADING ZONE R7-6 (12"X18")
④ NO PARKING ANY TIME R7-1 (12"X18")

SITE INFORMATION

SITE ACREAGE:
PARCEL M1: 0.22 AC± (9,443 S.F.)
PARCEL M2: 0.36 AC± (15,861 S.F.)
TOTAL ACREAGE: 0.58 AC± (25,304 S.F.)
ZONING CLASSIFICATION:
PLANNED DEVELOPMENT DISTRICT (PD)



VICINITY MAP NTS

CITY OF LAS VEGAS

THE SMITH CENTER
NEWLAND COMMUNITIES

DESIGNWORKSHOP
Landscape Architecture • Land Planning
Urban Design • Tourism Planning
Asheville - Aspen - Austin - Denver - Salt Lake City - Tahoe
224 South 200 West Suite 150
Salt Lake City, Utah 84101
(801) 359-4771
Facsimile (801) 359-4411
WWW.DESIGNWORKSHOP.COM

SYMPHONY PARK
DESIGN DEVELOPMENT
PARCELS M1 & M2

MARTIN & MARTIN CIVIL ENGINEERS
2355 RED ROCK STREET, #103
LAS VEGAS, NV 89146
PHONE (702) 248-8000
FAX (702) 248-8070

ISSUE DATE: JULY 7, 2011

REVISIONS

#	DATE	DESCRIPTION

PROJECT NUMBER: 3119

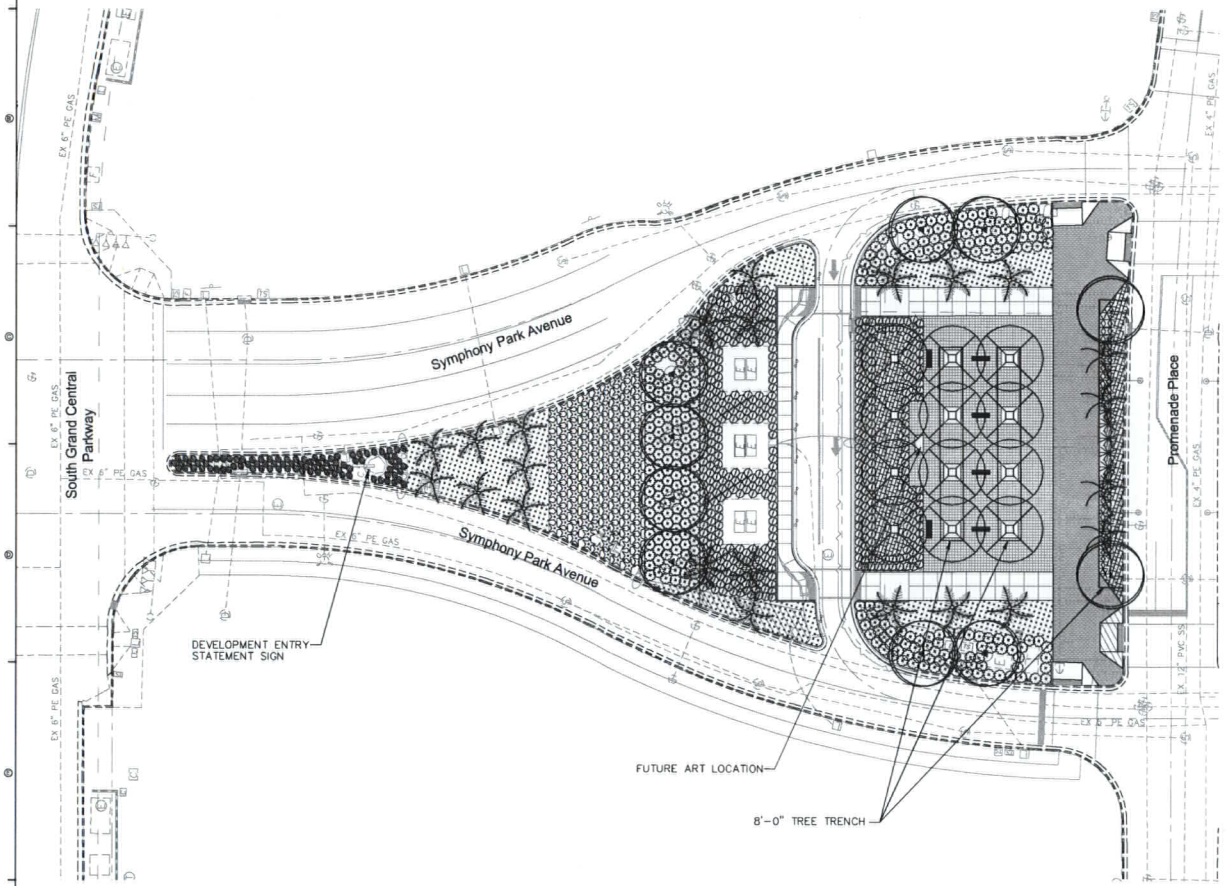
SITE PLAN

SHEET NUMBER C1

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SDR-42260
REVISED

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JUL 07 2011



PLANT SCHEDULE (M1–M2)

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
	PALMS				
	PHOENIX DACTYLIFERA 'MEDJOOL'	MEDJOOL DATE PALM	23	BTH	22' CLEAR TRUNK
	TREES				
	CERCIDIUM 'DESERT MUSEUM'	DESERT MUSEUM PALO VERDE	3	48" BOX	
	FRAXINUS VELUTINA 'RIO GRANDE'	FAN-TEX ASH	8	48" BOX	
	PISTACIA X 'RED PUSH'	RED PUSH PISTACHE	12	48" BOX	
	SHRUBS				
	HESPERALOE PARVIFLORA	RED YUCCA	44	5 GAL	
	LEUCOPHYLLUM CYCLOPHYLLUM 'CIMARRON'	CIMARRON TEXAS RANGER	463	5 GAL	
	ROSMARINUS OFFICINALIS 'TUSCAN BLUE'	UPRIGHT ROSEMARY	398	5 GAL	
	ACCENTS				
	AGAVE GEMINIFLORA	TWIN-FLOWERED AGAVE	83	5 GAL	
	AGAVE OVATIFOLIA	WHALE'S TONGUE AGAVE	132	15 GAL	
	DASYLIRION LONGISSIMUM	DESERT SPOON	6	5 GAL	
	GROUNDCOVERS				
	RHYNCHOSPERMUM (TRACHELOSPERMUM) JASMINOIDES (3,440 SQ. FT.)	STAR JASMINE	382	5 GAL	36 INCH SPACING
	ROSMARINUS OFFICINALIS 'PROSTRATUS' (1,180 SQ. FT.)	DWARF ROSEMARY	131	5 GAL	36 INCH SPACING

1. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL PLANT QUANTITIES. THE PLANT SCHEDULE IS INTENDED AS A REFERENCE ONLY.
2. LANDSCAPE ARCHITECT IS TO APPROVE ALL PLANT MATERIAL PRIOR TO INSTALLATION WITH PRIOR NOTICE OF 48 HOURS.
3. PLANT MATERIAL IS TO HAVE IDENTIFICATION TAGS ON 10% OF THE TOTAL QUANTITY OF EACH SPECIES, SHOWING GENUS, SPECIES, VARIETY, ETC.
4. CONTRACTOR TO PROVIDE MATCHING SIZES AND FORMS OF LIKE SHRUB SPECIES AS SHOWN ON DRAWINGS.
5. CONTRACTOR TO PROVIDE POSITIVE DRAINAGE OF FINISH GRADE AWAY FROM ALL STRUCTURES, WALLS, AND ON ALL SIDEWALKS ACCORDING TO ALL CODES, REGULATIONS, AND REQUIREMENTS.
6. ROCK MULCH: SEE SPECIFICATIONS.
7. TREE WELLS AND TREE GRATES SHALL BE PROVIDED FOR ALL TREES LOCATED WITHING HARDSCAPE AREAS.
8. LANDSCAPE CONTRACTOR SHALL TEST ALL PLANTER DRAINS PRIOR TO BACKFILL FOR POSITIVE DRAINAGE.
9. CONTRACTOR SHALL THOROUGHLY MIX ALL SOIL AMENDMENTS AND FERTILIZER PRIOR TO PLACEMENT IN PLANTERS.
10. UNLESS DESIGNATED DIFFERENTLY WITHIN THESE DRAWINGS, STRUCTURAL AND HARDSCAPE IMPROVEMENTS SHALL BE INSTALLED PRIOR TO PLANTING OPERATIONS.
11. ALL WORK ON THE IRRIGATION SYSTEM, INCLUSIVE OF HYDROSTATIC COVERAGE, OPERATIONAL TESTS AND BACKFILLING/COMPACTION OF TRENCHES SHALL BE PERFORMED PRIOR TO PLANTING OPERATIONS.
12. PLANTING HAS BEEN DESIGNED FOR IMMEDIATE AESTHETIC IMPACT AND WILL REQUIRE THINNING AS PLANTING MATURES.

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JUL 14 2011

NORTH 0 10 20 40 1"=20'-0"

Call before you Dig. 811
SDR-42260
REVISED

SYMPHONY PARK MASTER ASSOCIATION

DESIGNWORKSHOP
Landscape Architecture • Land Planning
Urban Design • Tourism Planning
Asheville - Aspen - Aussie - Denver - Salt Lake City - Tahoe
224 South 200 West Suite 150
Salt Lake City, Utah 84101
(801) 359-4771
Facsimile (801) 359-4411
WWW.DESIGNWORKSHOP.COM

SYMPHONY PARK
Design Development
PARCELS M1 & M2

LAS VEGAS NV
CARLSBAD CA
J W Z U N I

ISSUE DATE: July 7, 2011

REVISIONS

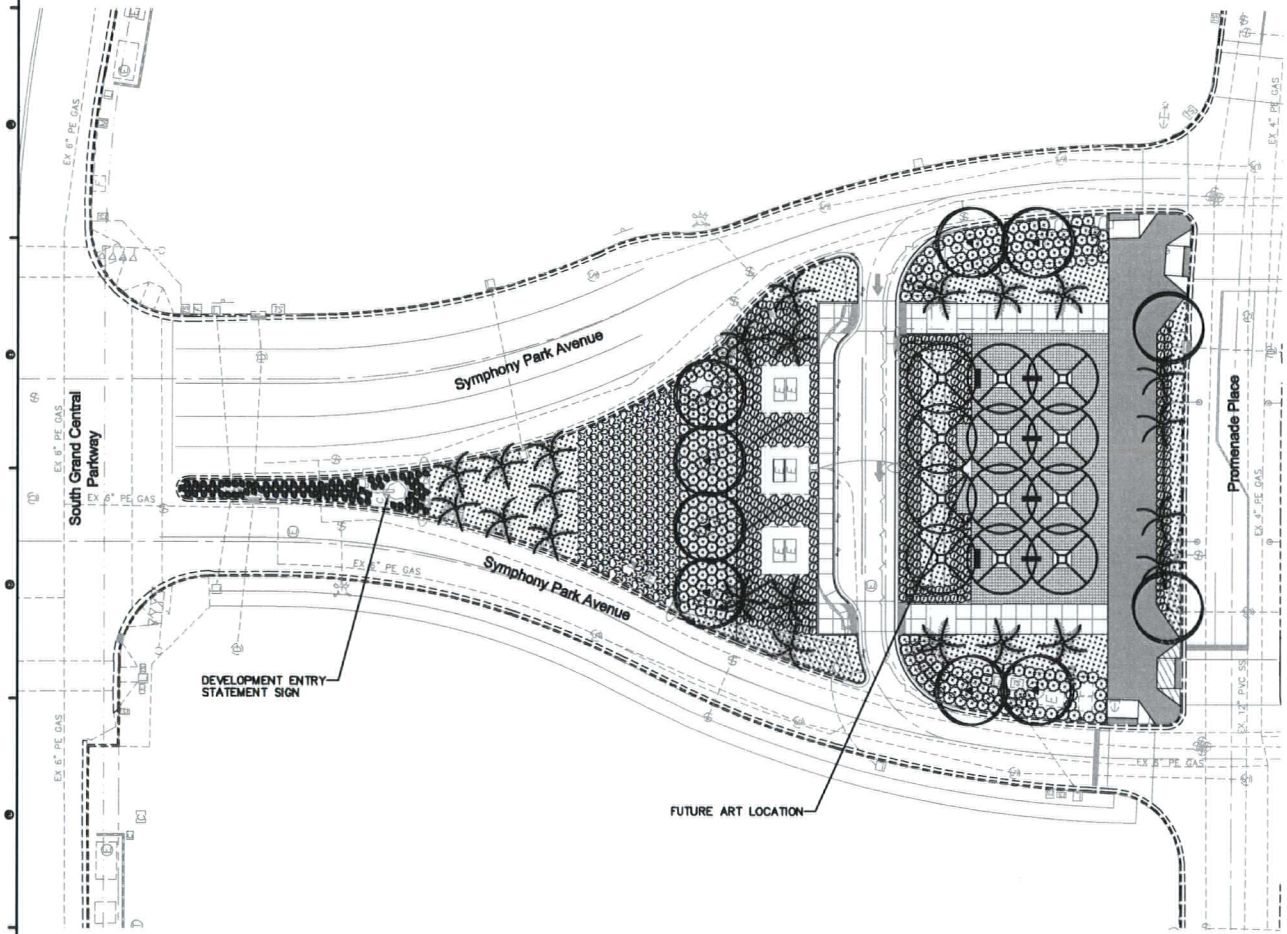
#	DATE	DESCRIPTION

Design Development

PROJECT NUMBER: 4674

Planting Plan

SHEET NUMBER
L1



PLANT SCHEDULE (M1–M2)

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
	PALMS				
	PHOENIX DACTYLIFERA 'MEDJOOL'	MEDJOOL DATE PALM	33	6TH	22' CLEAR TRUNK
	TREES				
	CERCIDIUM 'DESERT MUSEUM'	DESERT MUSEUM PALO VERDE	2	48" BOX	
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	PISTACIA X 'RED PUSH'	RED PUSH PISTACHE	12	48" BOX	
	SHRUBS				
	RHAPHIOLEPIS INDICA 'BALLERINA'	DWARF INDIAN HAWTHORN	339	5 GAL	
	ROSMARINUS OFFICINALIS 'TUSCAN BLUE'	UPRIGHT ROSEMARY	396	5 GAL	
	ACCENTS				
	AGAVE GEMINIFLORA	TWIN-FLOWERED AGAVE	53	5 GAL	
	AGAVE OVATIFOLIA	WHALE'S TONGUE AGAVE	132	15 GAL	
	GROUNDCOVERS				
	RHYNCHOSPERMUM (TRACHELOSPERMUM) JASMINOIDES (4,630 SQ. FT.)	STAR JASMINE	513	5 GAL	36 INCH SPACING

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2. LANDSCAPE ARCHITECT IS TO APPROVE ALL PLANT MATERIAL PRIOR TO INSTALLATION WITH PRIOR NOTICE OF 48 HOURS.
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12. PLANTING HAS BEEN DESIGNED FOR IMMEDIATE AESTHETIC IMPACT AND WILL REQUIRE THINNING AS PLANTING MATURES.

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JUL 07 2011

NORTH 0 10 20 1"=20'-0"

Call before you DIG OVERHEAD 1-800-402-2929

Call before you Dig. 811

SDR-42260

REVISED

CITY OF LAS VEGAS

THE SMITH CENTER
NEWLAND COMMUNITIES

DESIGNWORKSHOP
Landscape Architecture • Land Planning
Urban Design • Tourism Planning
Asheville - Aspen - Austin - Denver -
Salt Lake City - Tahoe
224 South 200 West Suite 150
Salt Lake City, Utah 84101
(801) 359-4771
Facsimile (801) 359-4411
WWW.DESIGNWORKSHOP.COM

SYMPHONY PARK

Planning + Development Submittal

PARCELS M1 & M2

JW ZUNINO
LAS VEGAS NV
3131 SOUTH BLVD
LAS VEGAS, NV 89146
T 702.253.8350
F 702.253.1016
CARLSBAD CA
2248 FARADAY AVE
CARLSBAD, CA 92008

ISSUE DATE: July 7, 2011

REVISIONS

#	DATE	DESCRIPTION

Design Development

PROJECT NUMBER: 4874

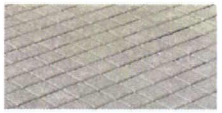
Planting Plan

SHEET NUMBER

L2

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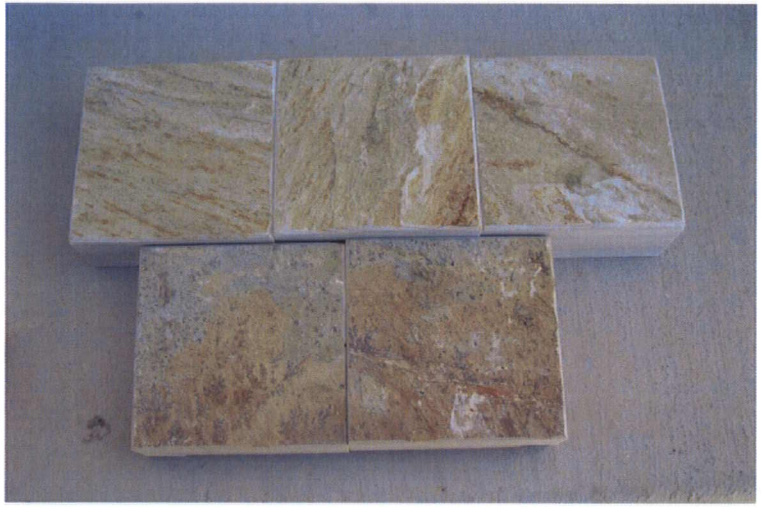




Colored Concrete Paver
Hanover Architectural Products
Prest Concrete Paver - 12" x 12" x 2"
Tudor Finish
Limestone Grey



Colored Concrete
Solomon Colors - 306 Canvas



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





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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SYMPHONY PARK
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PARCELS M1 & M2

ISSUE DATE: July 7, 2011

REVISIONS

#	DATE	DESCRIPTION

Design Development

PROJECT NUMBER: 4674

Materials Board

SHEET NUMBER
L-3

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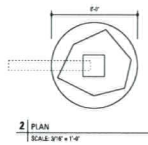
Primary Identification Sign

Davies Associates
Environmental Graphics

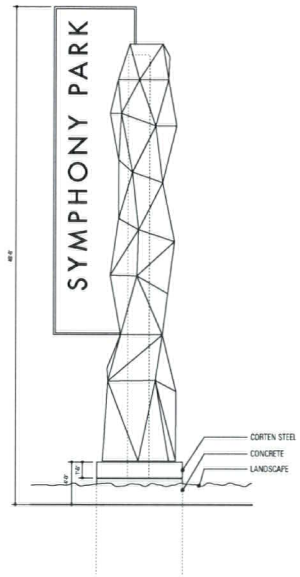


Primary Identification Sign

Davies Associates
Environmental Graphics



2 PLAN
SCALE: 3/16" = 1'-0"



1 ELEVATION
SCALE: 3/16" = 1'-0"

CITY OF LAS VEGAS

THE SMITH CENTER
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SYMPHONY PARK
Planning + Development Submittal
PARCELS M1 & M2

ISSUE DATE: July 7, 2011

REVISIONS

#	DATE	DESCRIPTION

Design Development

PROJECT NUMBER: 4674

M1 Signage

SHEET NUMBER
L-4

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

06/30/11

SYMPHONY PARK℠

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 M1and 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

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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.

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Civil Design Conditions:

1. Sheet C2.01Demolition 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)

NEWLAND™

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J W ZUNINO
LANDSCAPE ARCHITECTURE

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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SDR-42260

JW ZUNINO
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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SDR-42260

City of Las Vegas Agenda Item No.: **11.**

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

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

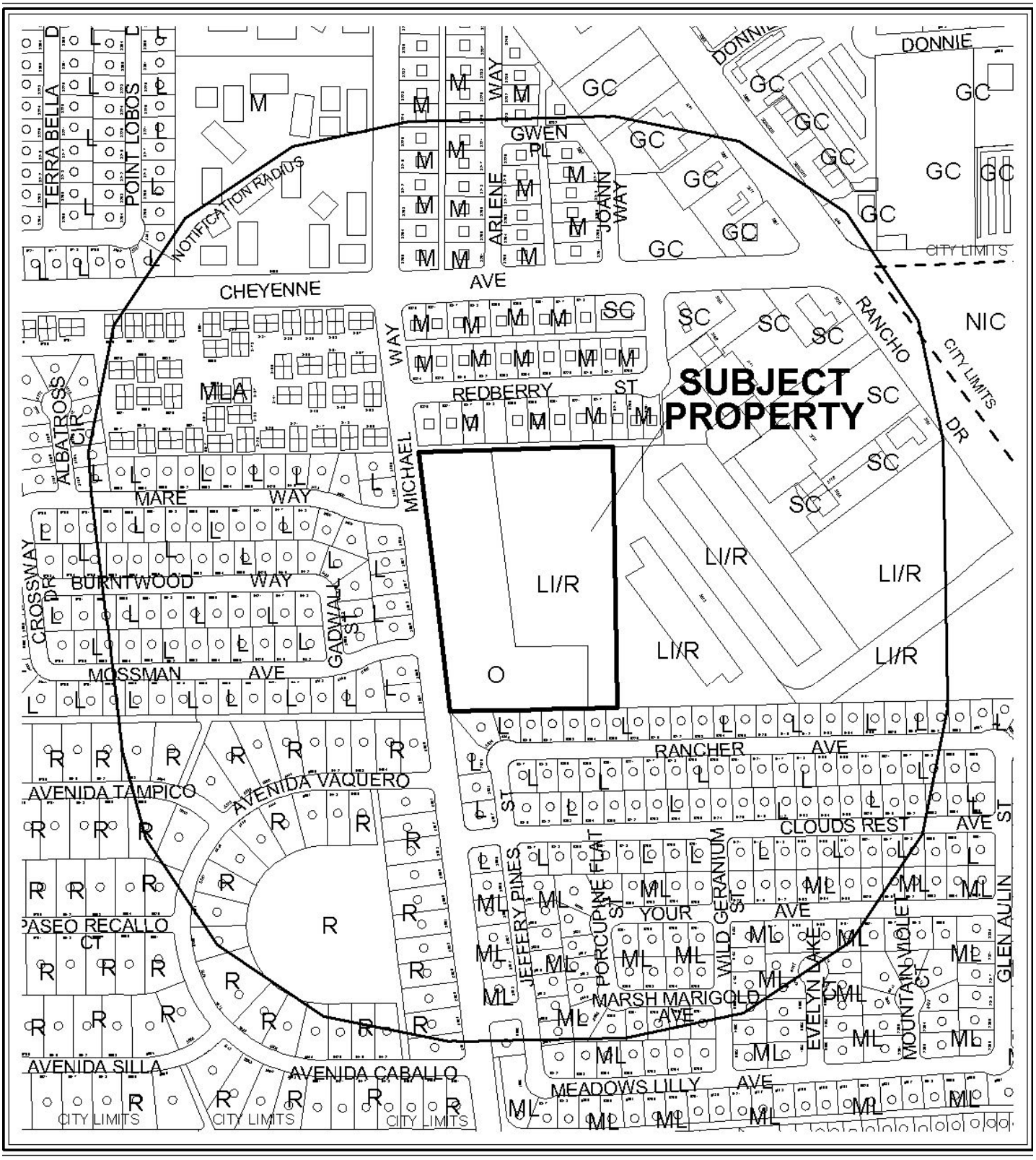
SUBJECT:
ABEYANCE - GPA-41777 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: RANCHO PROPERTIES, LLC - For possible action on a request for a General Plan Amendment FROM: O (OFFICE) and LI/R (LIGHT INDUSTRY/RESEARCH) TO: M (MEDIUM DENSITY RESIDENTIAL) on 9.92 acres at 3000 North Michael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

C.C.: 09/07/2011

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**13**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

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)



0 300 600 Feet

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)

N

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: AUGUST 9, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: RANCHO PROPERTIES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-41777	Staff recommends DENIAL.	
ZON-41778	Staff recommends DENIAL.	GPA-41777
SDR-41779	Staff recommends DENIAL, if approved subject to conditions:	GPA-41777 ZON-41778

** CONDITIONS **

SDR-41779 CONDITIONS

Planning

1. Approval of a General Plan Amendment (GPA-41777) and Rezoning (ZON-41778) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. 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 05/12/11, except as amended by conditions herein.

4. A Waiver from Title 19.06.110 is hereby approved, to allow no landscape buffer along portions of the north perimeter where six feet is required.

5. An Exception from Title 19.06.110 is hereby approved, to allow no trees in the parking lot where required due to a sewer easement and to have nine fewer additional parking lot trees than required.

6. An Exception from Title 19.06.110 is hereby approved, to allow 126 total perimeter trees for the project.

YK

7. Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77. No Building Permit or other construction permit shall be issued for any structure greater than 35 feet above the surface of land that, based upon the FAA's 7460 airspace determination (the outcome of filing the FAA Form 7460-1) would (a) constitute a hazard to air navigation, (b) would result in an increase to minimum flight altitudes during any phase of flight (unless approved by the Department of Aviation), or (c) would otherwise be determined to pose a significant adverse impact on airport or aircraft operations.

8. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 05/12/11. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

9. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

10. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

11. 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. Installed landscaping shall not impede visibility of any traffic control device.

12. Air conditioning units shall not be mounted on rooftops.

13. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.08.040.

14. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. 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.

15. 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.

16. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

17. Construct all incomplete half-street improvements on Michael Way adjacent to this site concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

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

19. All landscaping and private improvements 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.

20. No new permanent structures or landscaping taller than 3 feet shall be allowed within the existing 20-foot public sewer easement granted by Plat Book 95 Page 52.

21. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or the submittal of any construction drawings for this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

22. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant has requested to change the General Plan and Zoning on 9.92 undeveloped acres in order to construct a 136-unit apartment complex. The property is currently planned for use as LI/R (Light Industry/Research). The location near the end of the primary runway at North Las Vegas Airport and being in the final approach path for aircraft tends to support the current land use designation. The Clark County Department of Aviation has notified staff of its strong opposition to changing the use to allow a residential development. Staff supports the reasoning and recommends denial of the requests. If denied, the property would remain designated for LI/R (Light Industry/Research) development and no residential component could be built.

ISSUES

- A Waiver is required to allow a zero-foot landscape buffer along a portion of the north perimeter where six feet is required. Staff supports the request as it is adjacent to an alley.
- An Exception is required to allow no parking lot shade trees where required due to an existing sewer easement. Staff supports the request as the design of the project prohibits this requirement from being met.
- An Exception is required to allow 126 perimeter trees where 133 are required. Staff supports the request as the existing sewer easement prohibits this requirement from being met.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
1962	The City Council approved Annexation (A-0003-62), which included the property located at 3000 North Michael Way.
12/15/76	The Board of Adjustments approved Variance a(V-0091-76) to allow two horses per lot on property zoned R-D (Residential Development) at 3000 North Michael Way. Staff had no objection to the request.
03/20/91	The City Council approved Rezoning (Z-0009-91) from R-E (Residence Estates) and C-2 (General Commercial) to C-M (Commercial Industrial) for an office commercial park at 3000 North Michael Way. The Planning Commission and staff recommended approval. The 2-year Resolution of Intent expired without being exercised.

12/20/95	The City Council approved Rezoning (Z-0090-95) from R-E (Residence Estates) and C-2 (General Commercial) to C-M (Commercial Industrial) for an office commercial park and mini-storage facility at 3000 North Michael Way. The Planning Commission and staff recommended approval. The 1-year Resolution of Intent and several Extensions Of Time expired without being exercised.
08/11/97	The City Council approved Rezoning (Z-0036-97) from R-E (Residence Estates) to C-M (Commercial Industrial) for an office park at 3000 North Michael Way. Condition 7 prohibited all but emergency access off of Michael Way. The Planning Commission recommended denial and staff recommended approval.

Most Recent Change of Ownership	
11/18/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/02/07	Code Enforcement issued a citation (#59473) for trash and illegal dumping at 3000 North Michael Way. The case was closed on 11/15/07.
07/09/08	Code Enforcement issued a citation (#67556) for a damaged utility box at 3000 North Michael Way. The case was closed on 07/10/08.
08/13/10	Code Enforcement issued a citation (#93631) for noise at 3000 North Michael Way. The case was closed on 08/17/10.
11/17/10	Code Enforcement issued a citation (#96307) for trash at 3000 North Michael Way. The case was closed on 11/18/10.

Pre-Application Meeting	
04/06/11	Staff met with the applicant and reviewed the requirements for a General Plan Amendment, Rezoning and Site Development Plan Review application for a proposed apartment complex.

Neighborhood Meeting	
06/09/11	A neighborhood meeting was held. Four members of the public attended and were evenly split, two to two on the project. The two who were not in favor of the project expressed concerns regarding increased crime and traffic that generally come with higher density developments. They also felt that the existing zoning was an appropriate buffer for the area.

Field Check	
06/02/11	Staff visited the site and found a fenced, clean undeveloped lot.

Details of Application Request	
Site Area	
Net Acres	9.92

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	LI/R (Light Industrial/Research)	O (Office)
		Proposed: M (Medium Density Residential)	C-M (Commercial/Industrial)
			Proposed: R-3 (Medium Density Residential)
North	Single Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
East	Retail	LI/R (Light Industrial/Research)	C-M (Commercial/Industrial)
	Office		
West	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)

Master Plan Areas	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	X		Y
A-O (Airport Overlay) District (35 Feet)	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant Title 19.06.110, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	6,500 SF	432,466 SF	Y
Dwelling Units per Acre	13-50 Units Per Acre	14 Units Per Acre	Y
Min. Setbacks			
• Front	10 Feet	23 Feet	Y
• Side	5 Feet	20 Feet	Y
• Rear	20 Feet	50 Feet	Y
Min. Distance Between Buildings	10 Feet	20 Feet	Y
Max. Lot Coverage	N/A	N/A	N/A
Max. Building Height	55 Feet	24 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated and roofed	Y
Mech. Equipment	Screened	Screened	Y

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	41.65 Feet	41.65 Feet	Y
Adjacent development matching setback	20 Feet	41 Feet	Y
Trash Enclosure	50 Feet	80 Feet	Y

Pursuant to Title 19.06.110, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	30 Trees	26 Trees	N
• South	1 Tree / 20 Linear Feet	26 Trees	25 Trees	N
• East	1 Tree / 20 Linear Feet	40 Trees	39 Trees	N
• West	1 Tree / 20 Linear Feet	37 Trees	36 Trees	N
TOTAL PERIMETER TREES		**133 Trees**	**126 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	38 Trees	20 Trees	N

LANDSCAPE BUFFER WIDTHS			
Min. Zone Width			
• North	6 Feet	0 Feet	N
• South	6 Feet	20 Feet	Y
• East	6 Feet	6 Feet	Y
• West	10 Feet	15 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential	6 Feet	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Michael Way	Secondary Collector	Master Plan of Streets and Highways	80	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
2 Bedroom Apartments	80	1 per 1.75 du	140				
3 Bedroom Apartments	56	1 per 2.0 du	112				
Visitor	136	1 per six units	23				
TOTAL SPACES REQUIRED			275		409		Y
Regular and Handicap Spaces Required			1		1		Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
To provide a six foot wide landscape buffer along the north perimeter.	To allow no landscape buffer along a portion of the north perimeter.	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
To require 1 tree at the end of each parking lot row and 1 tree for each 6 uncovered parking spaces.	To allow no trees in the parking lot where required due to a sewer easement and to have 9 fewer additional parking lot trees.	Approval
To have 1 perimeter tree every 20 foot on center for a total of 133 perimeter trees.	To allow 126 total perimeter trees.	Approval

ANALYSIS

The applicant is requesting that the General Plan and Zoning be changed to allow a 136-unit multi-family residential project to be built where the General Plan and current Zoning allow only commercial and light industrial uses to be located. The Clark County Department of Aviation (CCDOA) has expressed concerns with the project and believes that commercial and light industrial uses would be the best suited for the parcel as currently permitted. Specifically, the CCDOA had the following comments:

"Federal Aviation Regulations (Title 14, Part 77) require that the Federal Aviation Administration (FAA) be notified before the construction or alteration of any building or structure greater than 200 feet in height (77.13(a)(1)) or that will exceed a slope of 100:1 for a distance of 20,000 feet from the nearest point of any airport runway greater than 3,200 feet in length (77.13(a)(2)(i)). Such notification allows the FAA to determine what impact, if any, the proposed development will have upon navigable airspace, and allows the FAA to determine where the development requires obstruction marking or lighting.

The proposed development will exceed the 100:1 notice requirement for the North Las Vegas Airport (VGT). Therefore, as required by 14 CFR Part 77, a condition has been added that the FAA must be notified of the proposed construction or alteration.

The CCDOA is also concerned about the proposed residential nature of the project. The project is located approximately one-half mile from, and directly adjacent to preferred flight patterns for VGT. The subject property is exposed to significant single-event aircraft over-flight noise, and many aircraft are at very low altitudes above it. Future demand for air travel and airport operations is expected to increase significantly. Clark County intends to continue to upgrade VGT to meet future air traffic demand. CCDOA stresses that the current zoning is appropriate for non-residential uses. The FAA will no longer provide remedial noise mitigation measures for

incompatible development impacted by aircraft operations for projects constructed after October 1, 1998. A commercial project would be more compatible with existing and future airport operations. If the project is approved, CCDOA suggests that the owner provide a stand-alone noise disclosure statement to the renter of each unit, and that the completed and recorded noise disclosure statements be forwarded to the CCDOA office. Staff recommends denial of the project in support of the concerns raised by the CCDOA.

The project requires the approval of a Waiver of the north perimeter landscape buffer. This waiver is for the areas where the trash enclosures are located. Since this perimeter is adjacent to an alley and only a minimum amount of landscaping is involved with the request, staff supports the waiver.

The two Exceptions are needed due to an existing sewer easement that crosses the parcel. Since trees cannot be planted over this easement, staff supports the request.

There is a multi-family development north of the proposal that was constructed in 1983, before the North Las Vegas Airport became busy. That project is just to the north of the primary flight path of aircraft landing at the airport. There are also single family neighborhoods to the west and south of the proposed project. The homes are all single story structures.

The current land use and zoning designations provide an appropriate buffer between the airport and the residential neighborhoods. Low flying aircraft will have less of a negative impact on such uses then a residential project would experience. There have been several aircraft accidents in the past few years that had a direct impact on residential neighborhoods in the area. An additional residential neighborhood would not be prudent land use planning. As such, staff recommends denial of the applications.

FINDINGS (GPA-41777)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   A residential project is not compatible with the industrial/research land use adjacent along the east perimeter. The fact that low flying aircraft will continue to be present and actually increase with the growth of the airport also makes residential uses incompatible for the site.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   A residential zoning designation is not compatible with the adjacent industrial use to the east.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   This is an infill project surrounded by a completely built urban environment. The available infrastructure is adequate to accommodate the project.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   There are no other applicable plans for this area.

FINDINGS (ZON-41778)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   This project does not conform to the General Plan and a subsequent General Plan Amendment accompanies this request.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   A high density residential project is not compatible with the surrounding land uses, specifically the North Las Vegas Airport.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   There is currently an abundance of vacant residential properties in the community and thus these conditions do not support the request at this time.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The project would be serviced by Michael Way, an 80-foot wide Secondary Collector.

FINDINGS (SDR-41779)

In order to approve a Site Development Plan application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   A high density residential project is not compatible at this location, due to the low flying aircraft landing at the North Las Vegas Airport. In addition, a residential project is not compatible with adjacent industrial land uses to the east.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed development is not consistent with Title 19.08 as is evidenced by the required waivers and exceptions.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Michael Way, an 80-foot wide Secondary Collector right-of-way, is adequate to handle the traffic generated by the proposed development.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed drought-resistant landscape plants and building material are appropriate for the area.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The design of the project is aesthetically appropriate for the area and will not be obnoxious in appearance.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The project will require permits and inspections and thus the public health, safety and welfare will be protected. A condition has been added to notify the FAA via a Form 7460-1, which will allow the FAA to make a determination as to whether the proposed development will constitute a hazard to air navigation.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

NOTICES MAILED 340

APPROVALS 0

PROTESTS 13

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

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

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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.

_____

Notary Public in and for said County and State

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

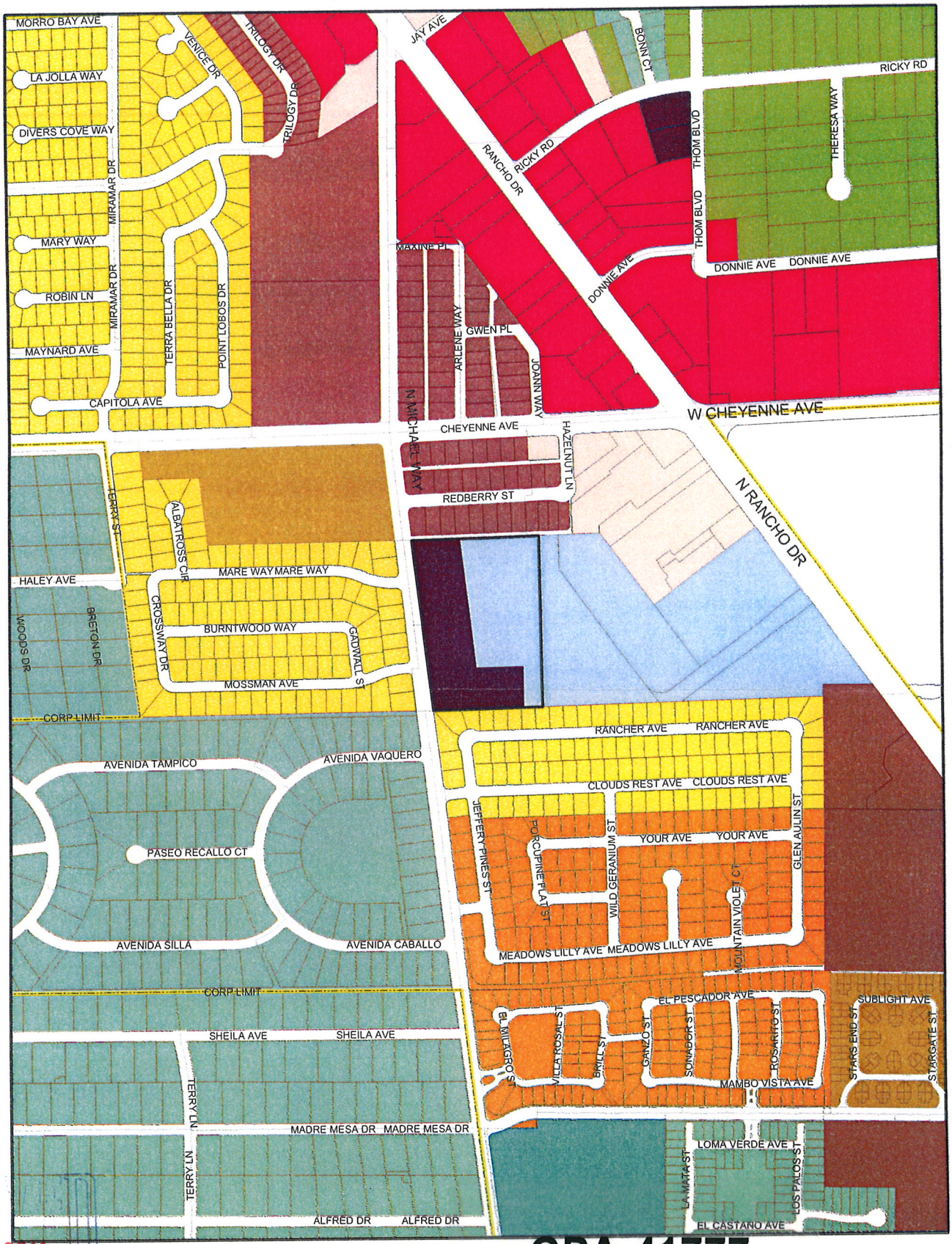
FOR DEPARTMENT USE ONLY

Case #	GPA-41777
Meeting Date:	7-12-11
Total Fee:	$ 2,000.00
Date Received:*	5-12-11
Received By:	

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



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GENERAL PLAN AMENDMENT

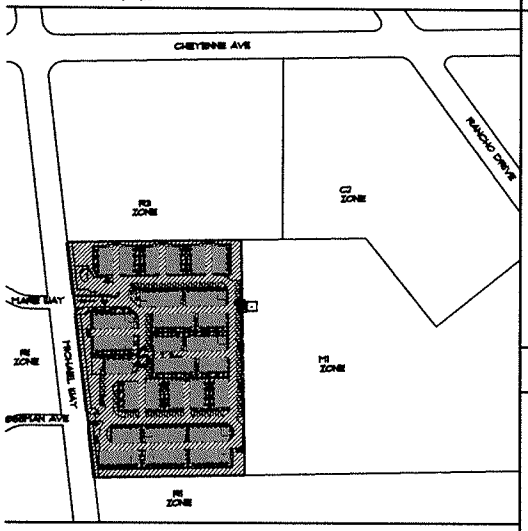
GPA-41777 FROM LI/R AND O TO M

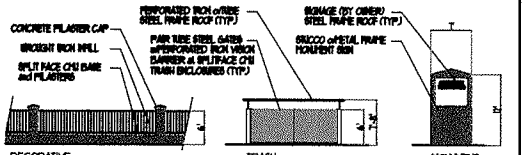
- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium - Low
- Medium - Low Attached
- Medium
- High
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industrial / Research
- Planned Community Development
- Downtown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

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
702-229-6301

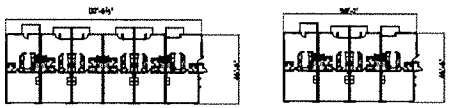
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VICINITY PLAN

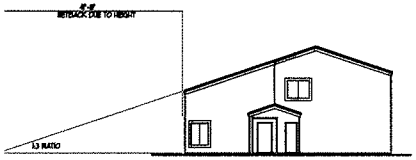




SITE ELEMENTS



BUILDING CONFIGURATION



2) R1 ADJACENCY SETBACK

PROJECT DATA

REQUIRED ZONING: R3
EXISTING ZONING: C2

TOTAL UNITS: 134 UNITS
(36) 2 BED UNITS — 868 SF (INCLUDING GARAGE)
(36) 3 BED UNITS (FRONT) — 1,410 SF (INCLUDING GARAGE)
(36) 3 BED UNITS (BACK) — 1,416 SF (INCLUDING GARAGE)
MANAGER OFFICE — 253.0 SF

PARKING REQUIRED:
(36) 2 BED AT 1.5/UNIT = 168
(36) 3 BED AT 2.0/UNIT = 72
VISITOR AT 1/4 UNITS = 33
MANAGER OFFICE AT 1/300 = 3
TOTAL = 306

PARKING PROVIDED: 156 OPEN SPACES
272 GARAGE SPACES
428 TOTAL
(INCLUDES 7 VAN ACCESSIBLE SPACE)

(NOTE ONLY ONE ACCESSIBLE SPACE REQUIRED FOR MANAGER OFFICE ONLY - ALL LIVING UNITS ARE 2 STORY and THERE ARE NO ELEVATORS - THEREFORE NO REQUIREMENT FOR AN ACCESSIBLE UNIT ENTRY PER FAIR HOUSING ACT DESIGN MANUAL GUIDELINES)

DENSITY: 47.9/GROSS SF (1001 ACRE)
62 UNITS PER ACRE

PLANT LEGEND

TREES	SIZE	QUANTITY (perimeter)	QUANTITY (interior)
[illegible]	24" BOX	42	9
[illegible]	24" BOX	31	18
[illegible]	24" BOX	12	3
[illegible]	24" BOX	6	6
[illegible]	8 FT.	6	3
[illegible]	24" BOX	15	1
[illegible]	24" BOX	26	12
	TOTAL	138 (134 REQ'D)	52

NOTE: 2" CALIPER TREES SHALL BE PROVIDED AT A RATE OF 1 TREE PER PARKING AISLE END OR CENTER ISLAND. TREES SHALL BE PLANTED IN PLANTER AREAS OR LOCATIONS WHERE THEY WILL NOT BE DAMAGED BY VEHICLES.

SHRUBS and GROUND COVER

[illegible]	60 GAL	1	3
[illegible]	5 GAL	69	22
[illegible]	5 GAL	76	63
[illegible]	5 GAL	28	36
[illegible]	5 GAL	31	41
[illegible]	5 GAL	39	21
[illegible]	5 GAL	4	12
[illegible]	5 GAL	15	66
[illegible]	5 GAL	127	82
[illegible]	5 GAL	126	109
	TOTAL	546 (536 REQ'D)	549

NOTE: 1 SHRUB/GROUND COVER SHALL BE PROVIDED AT A RATE OF 4 SHRUBS PER EVERY REQUIRED TREE

[illegible]	1 GAL	67	65

DECORATIVE LANDSCAPE BOULDERS

NOTE: ALL SHRUBS / LANDCAPE GROUND COVER TO BE "LOW WATER USE" PLANT MATERIAL. REFER TO LANDSCAPE PLAN FOR PLANT SELECTION & COLOR.

IRRIGATION

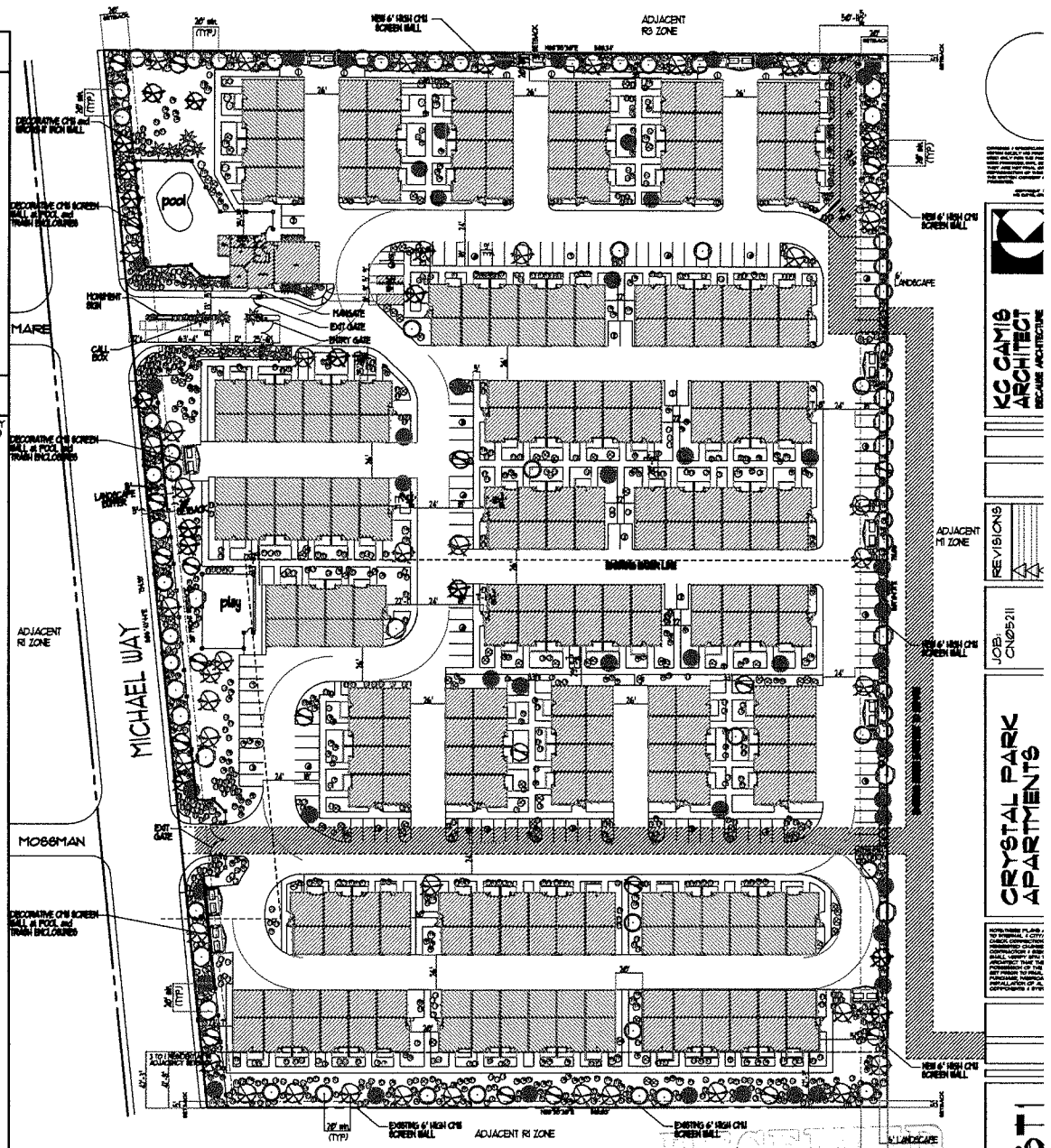
EMITTERS

TREES - (3) HARDIE TURBO-4C (GPH-6M) PER TREE

SHRUBS - (1) HARDIE TURBO-4C (GPH-6M) PER SHRUB

NOTES:

1. ALL 24-VOLT WIRING SHALL BE #14 IP DIRECT BURIAL SOLID COPPER.
2. ALL WIRING AND DIRECT BURIAL WIRING UNDER PAVEMENT SHALL BE INSTALLED IN SCHEDULE 40 PVC SLEEVES. SLEEVES SHALL BE TWICE THE DIAMETER OF PIPE SLEEVED.
3. CONTRACTOR SHALL INSTALL ALL 24-VOLT WIRING FROM CONTROLLERS TO ALL VALVES IN MAIN LINE TRENCH. IF WIRING IS ALONE IN MAIN LINE TRENCH, ENCLOSED IN 3/4" CLASS 315 PVC PIPE.
4. INDIVIDUAL EMITTERS ARE NOT SHOWN ON DRAWINGS FOR CLARITY. SEE SCHEDULE FOR NUMBER OF EMITTERS PER PLANT AND COORDINATE WITH LANDSCAPE INSTALLER TO DETERMINE TOTAL QUANTITY OF EMITTERS.
5. DISTRIBUTION PIPE FOR DRIP SYSTEMS SHALL BE 1/2" CLASS 200 PVC ONLY



1) SITE PLAN (SHOWING LANDSCAPE)
SCALE: 1" = 40'-0"

GPA-41777 ZON-41778
SDR-41779

MAY 12 2011

KC CAMIS ARCHITECT
BECAUSE ARCHITECTURE

REVISIONS

JOB: CN05211

CRYSTAL PARK APARTMENTS

ST1

PLANT LEGEND

TREES	SIZE	QUANTITY (perimeter)	QUANTITY (interior)
[illegible] BLUEBERRY [illegible]	24" BOX	49	1
[illegible] ACACIA [illegible]	24" BOX	31	8
[illegible] ASH [illegible]	24" BOX	12	3
[illegible] ACACIA [illegible]	24" BOX	6	5
[illegible] FAN PALM [illegible]	8 FT.	6	3
[illegible] LEAF PLUM [illegible]	24" BOX	8	1
[illegible] PALO VERDE [illegible]	24" BOX	26	8
	TOTAL	136 (134 REQ'D)	36

NOTE: 2 TREES SHALL BE PROVIDED AT A RATE OF 1 TREE PER 40 LINEAR FEET OF PERIMETER AS MEASURED FROM THE CENTERLINE OF THE PERIMETER STREET TO MAINTAIN AVERAGE AT LOCATIONS WHERE TREE PLACEMENT IS CONSTRAINED

SHRUBS and GROUND COVER				
[illegible] PALM [illegible]	15 GAL	1	3
[illegible]	5 GAL	65	22
[illegible] (GREEN CLOUD) [illegible]	5 GAL	39	65
[illegible] GRASS [illegible]	5 GAL	29	18
[illegible]	5 GAL	31	41
[illegible]	5 GAL	39	71
[illegible]	5 GAL	4	12
[illegible]	5 GAL	15	65
[illegible]	5 GAL	51	12
[illegible]	5 GAL	36	186
	TOTAL	346 (336 REQ'D)	505

NOTE: 1 SHRUB SHALL BE PROVIDED AT A RATE OF 4 SHRUBS FOR EVERY REQUIRED TREE

[illegible] LANTANA [illegible]	1 GAL	83	85

DECORATIVE LANDSCAPE BOULDERS

NOTE: ALL SHRUB AND GROUND COVER AREAS SHALL BE PROVIDED WITH A MINIMUM 3" LAYER OF BARK MULCH. ROCK, COLOR AND SIZE TO BE APPROVED BY OWNER.

IRRIGATION

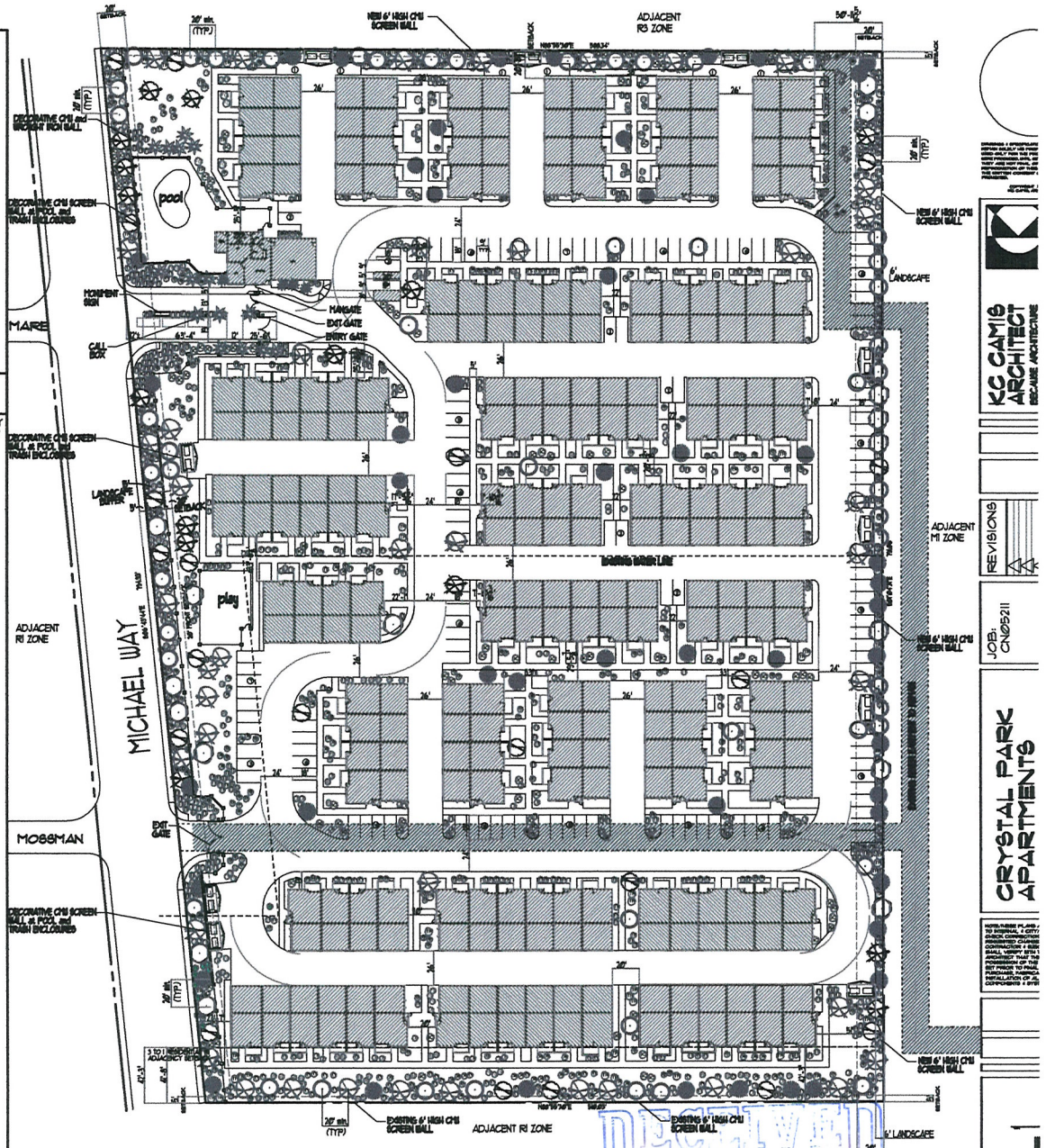
SPRINKLERS

TREES - (3) HUNTER TURBO-4C (GPU-68) PER TREE

SHRUBS - (1) HUNTER TURBO-4C (GPU-68) PER SHRUB

NOTES:

1. ALL 24-VOLT WIRING SHALL BE #14 UF DIRECT BURIAL, SOLID COPPER.
2. ALL PIPING AND DIRECT BURIAL WIRING UNDER PAVEMENT SHALL BE SLEEVED IN SCHEDULE 40 PVC SLEEVES. SLEEVE SHALL BE TWICE THE DIAMETER OF PIPE BEING SLEEVED.
3. CONTRACTOR SHALL INSTALL ALL 24-VOLT WIRING FROM CONTROLLERS TO ALL VALVES IN MAIN LINE TRENCH. IF WIRING LEAVES TRENCH, WIRING ENCLOSED IN 3/4" CLASS 200 PVC PIPE.
4. INDIVIDUAL SYSTEMS ARE NOT SHOWN ON DRAWING FOR CLARITY. SEE SCHEDULE FOR NUMBER OF SYSTEMS PER PLAN AND COORDINATE WITH LANDSCAPE INSTALLER TO DETERMINE TOTAL QUANTITY OF SYSTEMS.
5. DISTRIBUTION PIPE FOR DRIP (EMITTER) SYSTEM SHALL BE 3/4" CLASS 200 PVC (MIN.)

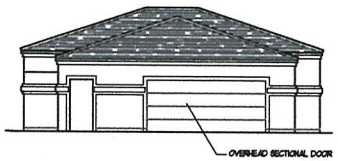


1 LANDSCAPE PLAN
SCALE: 1" = 40'-0"

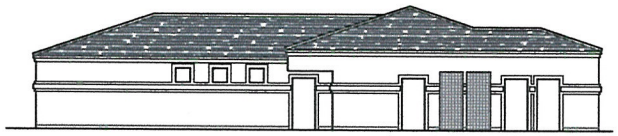
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SDR-41779

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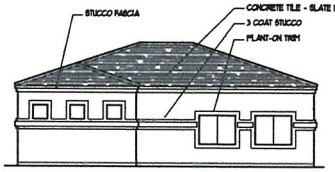
KC CAMIS ARCHITECT
REVISIONS
JOB: CM05211
CRYSTAL PARK APARTMENTS
L1



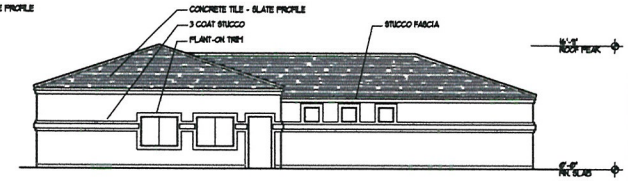
SIDE ELEVATION (MGR)
SCALE: 1/8" = 1'-0"



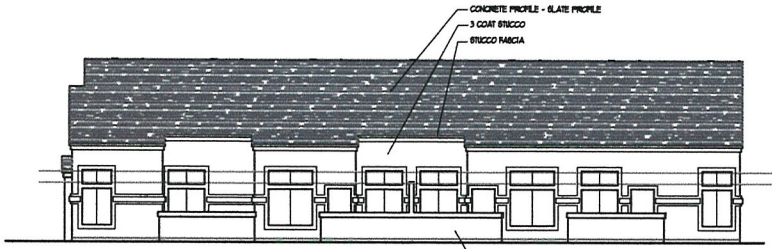
BACK ELEVATION (MGR)
SCALE: 1/8" = 1'-0"



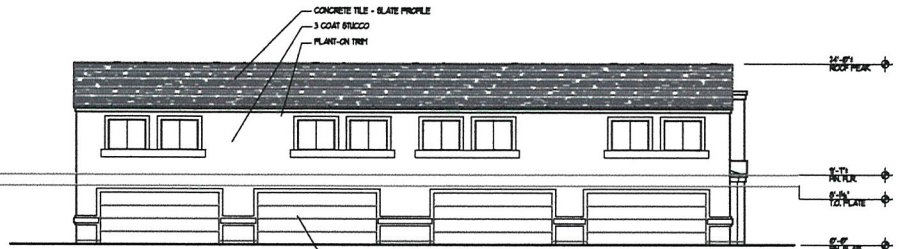
SIDE ELEVATION (MGR)
SCALE: 1/8" = 1'-0"



FRONT ELEVATION (MGR)
SCALE: 1/8" = 1'-0"



FRONT ELEVATION (4 PLEX)
SCALE: 1/8" = 1'-0"



BACK ELEVATION (4 PLEX)
SCALE: 1/8" = 1'-0"

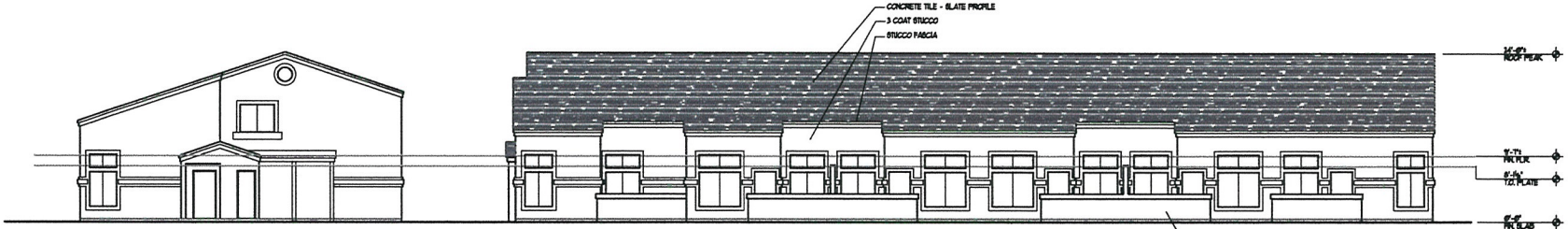
COLOR/MATERIAL

STUCCO FIELD
FRAZEE CL7164D <SAHARA>

TRIM/FASCIA/DOORS
FRAZEE CL7136N <ALMOST OCHRE>

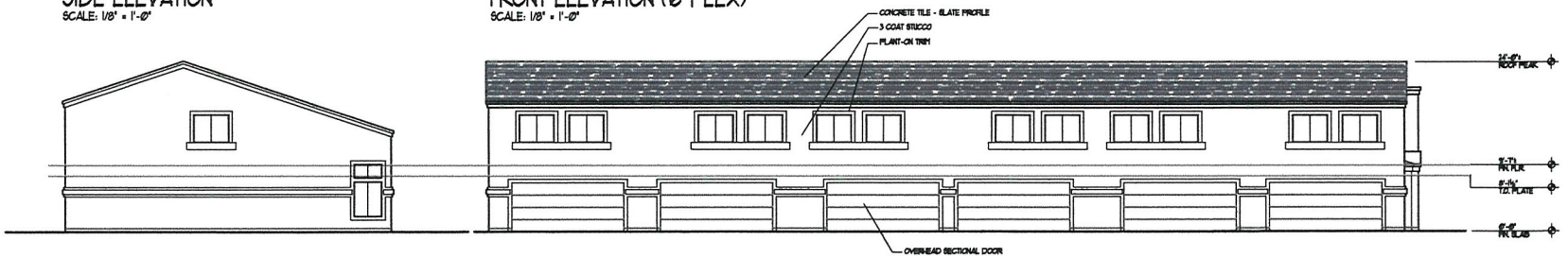
ROOF
CONCRETE TILE - SLATE PROFILE
DESERT TAN

WINDOWS
VINYL CLAD - WHITE



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

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



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

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

GPA-41777 ZON-41778
SDR-41779

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MAY 12 2011

KC CAMP ARCHITECT

REVISIONS

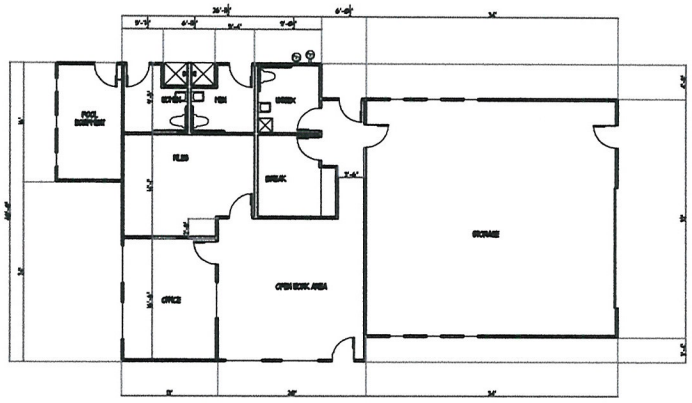
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CRYSTAL PARK APARTMENTS

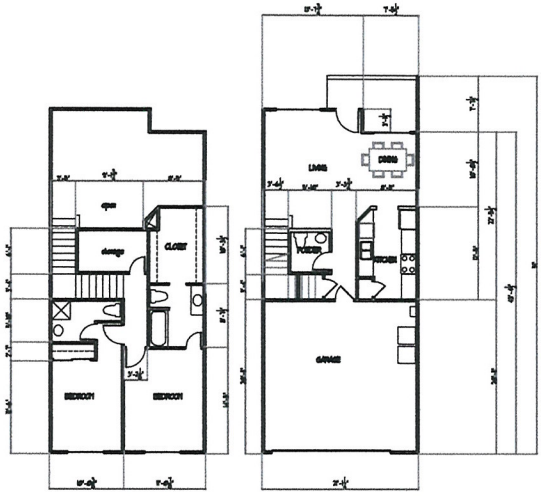
A1

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

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

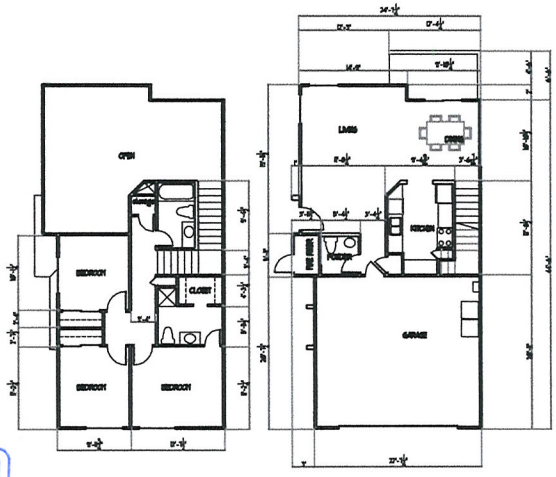


MANAGERS OFFICE



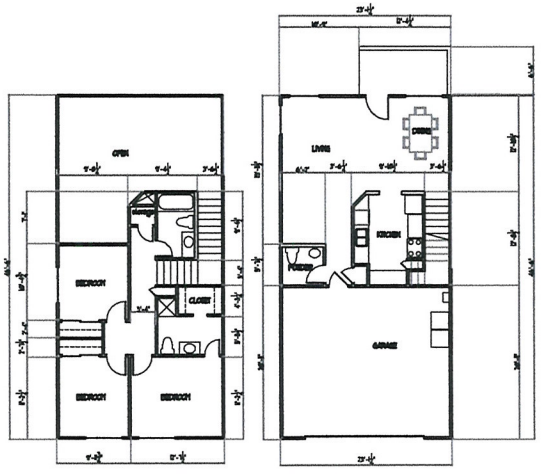
2nd FLOOR

1st FLOOR
TYP. INTERIOR UNIT
(2 BEDROOM)



2nd FLOOR

1st FLOOR
FRONT END UNIT
(3 BEDROOM)



2nd FLOOR

1st FLOOR
BACK END UNIT
(3 BEDROOM)

FLOOR PLAN (BACK END UNIT)
SCALE: 1/8" = 1'-0"

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GPA-41777 ZON-41778
SDR-41779

KC CAMIS ARCHITECT

REVISIONS

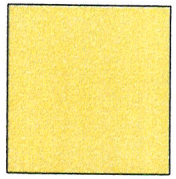
JOB:

CRYSTAL PARK APARTMENTS

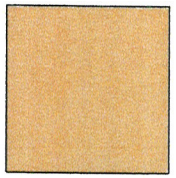
4

A2

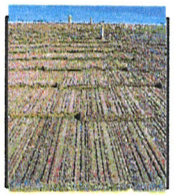
COLOR/MATERIALS BOARD



(A) STUCCO FIELD
FRAZEE CL2764D 'SAHARA'

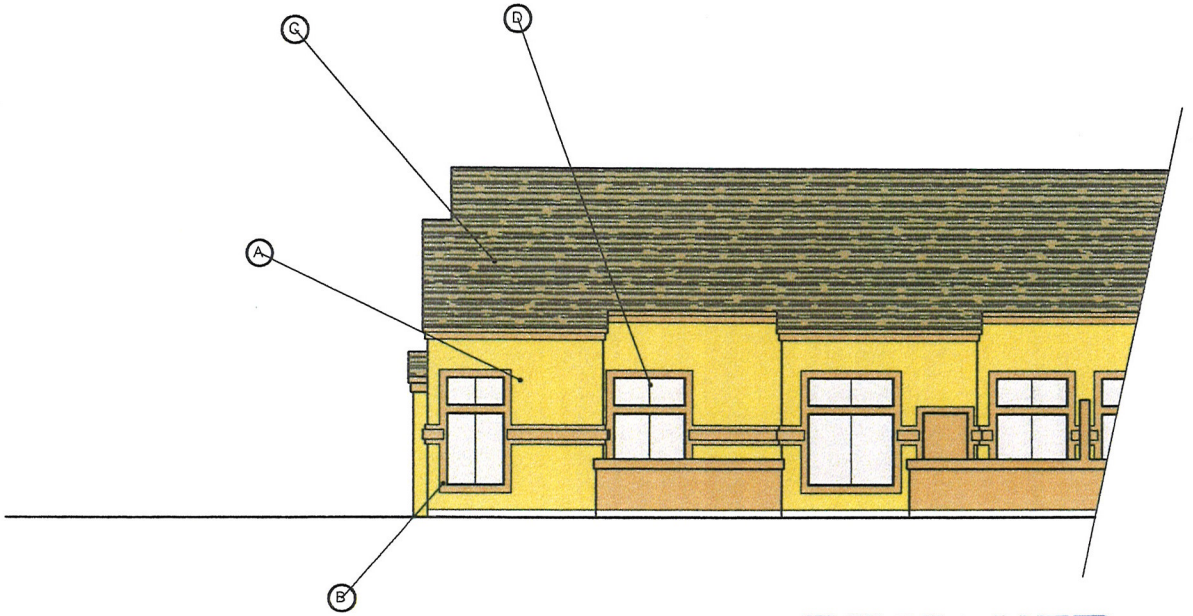


(B) TRIM
FRAZEE CL2736N 'ALMOST OCHRE'



(C) ROOF
SLATE PROFILE CONCRETE TILE
DESERT TAN

(D) GLAZING
CLEAR DUO PANE GLAZING



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SDR-41779

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REVISIONS

JOB:

DATE:

CRYSTAL PARK APARTMENTS

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:

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SDR-41779

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

Parking Spaces	*Proposed Apartment Homes*	*Current proposed Light Industrial/Office project ("Business Park")*
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

**Traffic: number of trips*	*Proposed Apartment Homes*	*Current proposed Light Industrial/Office project ("Business Park")*
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
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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
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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

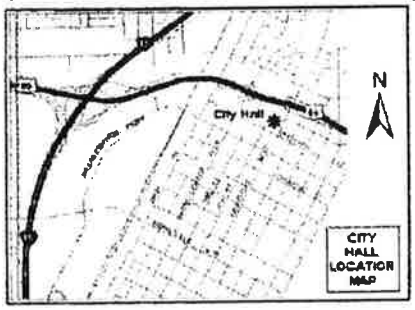
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GPA-41777 ZON-41778
SDR-41779

/ of Las Vegas
partment of Planning
velopment Services Center
North Rancho Drive, 3rd Floor
Vegas, Nevada 89106

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0004279218 JUN 30 2011
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They have already approved a church at Michael Way and ~~Smoke Ranch~~ Madre Mesa that will increase traffic along Michael Way. another set of apartments would increase the traffic even more. This is supposed to be a residential area - the street has already become a short cut for many drivers + ~~to~~ drivers do not adhere to the 25mph speed zone.

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

☐ I SUPPORT this Request ☒ I OPPOSE this Request

ase use available blank space on card for your comments.
'A-41777 & ZON-41778
nning Commission Meeting of 7/12/2011

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

24 DRDFN11 89108

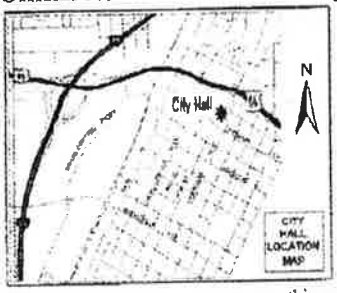
07/02/2011 13:08 7023967107 ROGER MORLEY PAGE 01/01

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

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-41777 & ZON-41778
Planning Commission Meeting of 7/12/2011

Case: GPA-41777
13813610037
MORLEY ROGER S & DEBBIE L
5124 CLOUDS REST AVE
LAS VEGAS NV 89108-4039

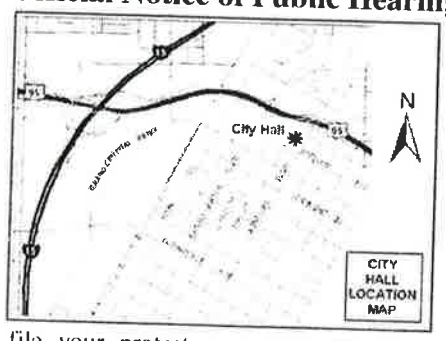
24 DRDFN11 89108

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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

13813610036 Case: GPA-41777
SMITH DUANE F REVOCABLE LIV TR
9861 WHITE LILAC ST
LAS VEGAS NV 89178-7583

20-21 P

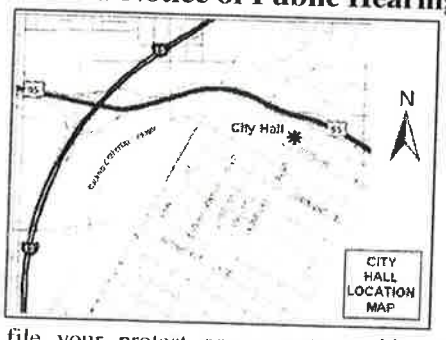
54 DRDFN11 89178

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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-41777 & ZON-41778
Planning Commission Meeting of 7/12/2011

13813113042 Case: GPA-41777
BATTAGLIA JOSEPH P & LEAH M
5412 MOSSMAN AVE
LAS VEGAS NV 89108-4167

20-21 P

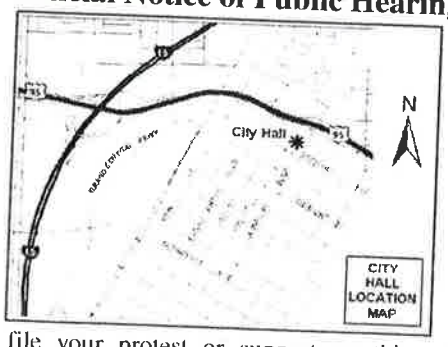
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333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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

THANKS

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

13813113011 Case: GPA-41777
COMPSON DAVID W
5509 MARE WY
LAS VEGAS NV 89108-4135

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20-21 P

24 DRDFN11 89108

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 STRONGLY

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

13813201001 Case: GPA-41777
K O'S TRUST
5512 AVENIDA CABALLO
LAS VEGAS NV 89108-4103

20-21 P

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.
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

20-21 P

24 DRDFN11 89108

Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-41777 & ZON-41778
Planning Commission Meeting of 7/12/2011

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

20-21 P

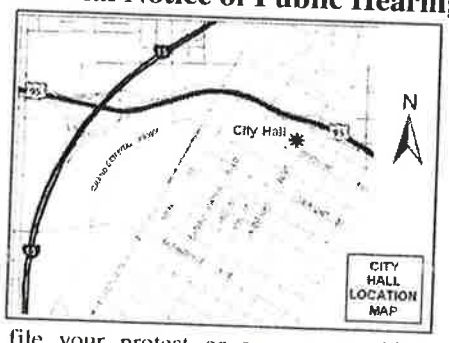
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Las Vegas, Nevada 89106

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

20-21 P

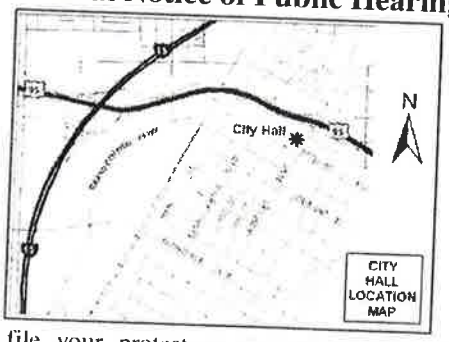
24 ORDFM11 89106

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GPA-41777 & ZON-41778
Planning Commission Meeting of 7/12/2011

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PLANNING & DEVELOPMENT

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

20-21 P

24 ORDFM11 89106

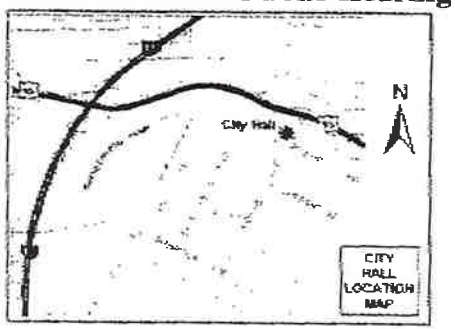
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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GPA41777 & ZON-41778

Planing Commission Meeting of 7/12/2011

Case: GPA-41777

13813211038
MCCLENACHAN SUZANNE REV TR
5521 AVENIDA VAQUERO
LAS VEGAS NV 89108-4106

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20-21 P

01/01/2005 00:05 7026458509 MCCLENACHAN PAGE 02

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Development Services Center
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Las Vegas, Nevada 89106

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JUN 30 2011
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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

13813610010 Case: GPA-41777
ARANDA ANA G
5300 RANCHER AVE
LAS VEGAS NV 89108-4031

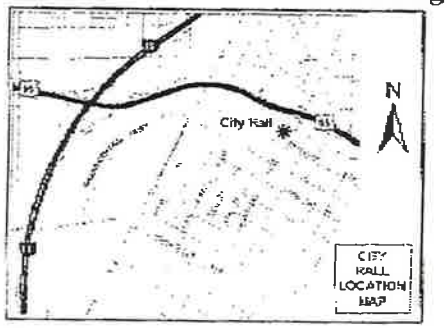
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Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-41777 & ZON-41778

Planning Commission Meeting of 7/12/2011

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: GPA-41777

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

24 DROPNIL 6810S

20, 21

07/06/2011 07:33 17026426506 THERMO FLUIDS PAGE 01

City of Las Vegas Agenda Item No.: **12.**

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.

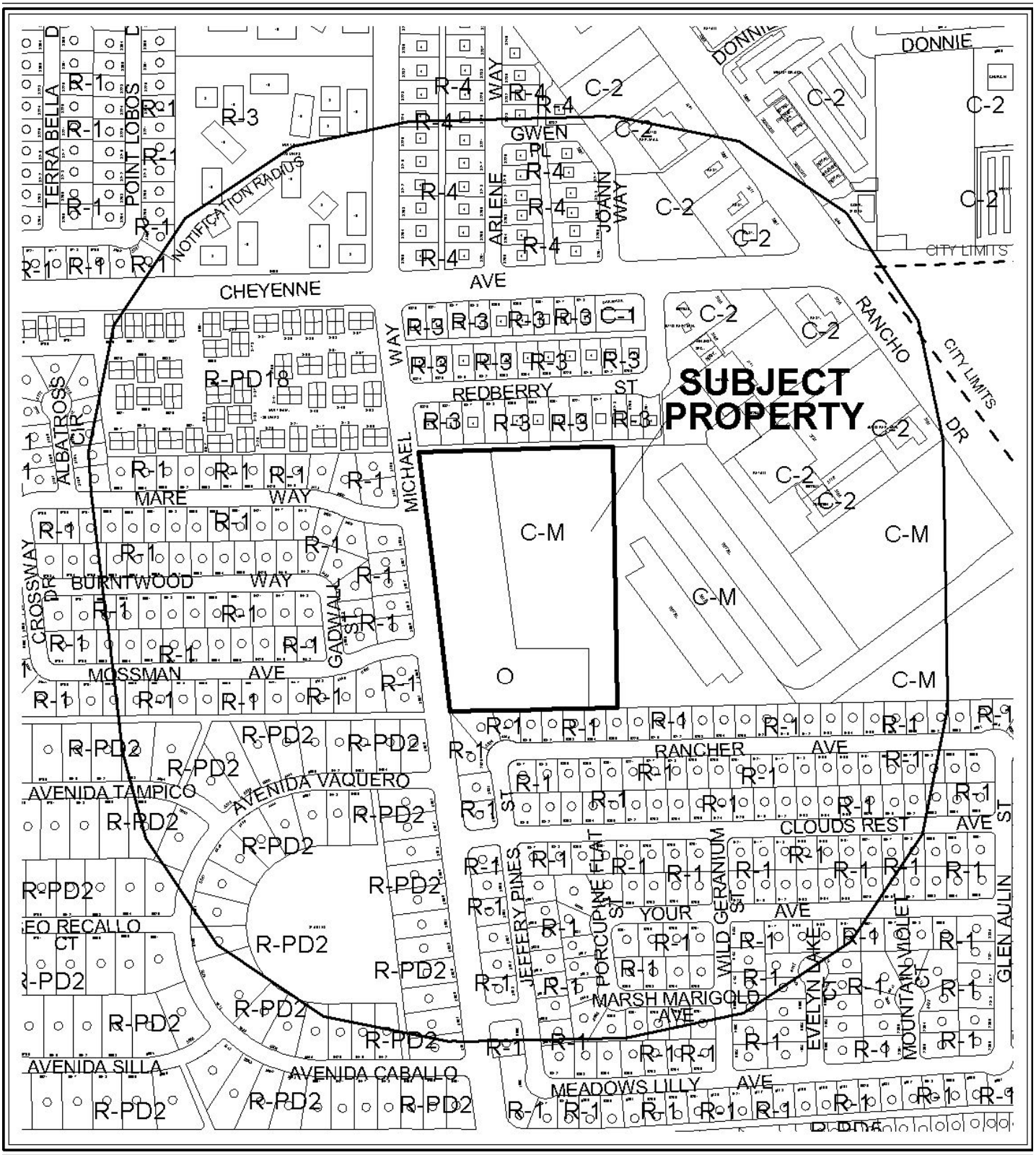
C.C.: 09/07/2011

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**13**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

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.



0 300 600 Feet

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)

N



0 300 600 Feet

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

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

RECEIVED
MAY 12 2011

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.

_____

Notary Public in and for said County and State

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

FOR DEPARTMENT USE ONLY

Case #	ZON-41778
Meeting Date:	7-12-11
Total Fee:	$1200.00
Date Received:*	5-12-11
Received By:	JF mud

*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.

MAY 12 2011

Revised 10/27/08

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

REZONING Parcel: 138-13-512-001



RECEIVED
MAY 12 2011

ZON-41778

ZONING

C-V	U	R-MH	R-MHP	PD	Subject Parcel
C-PB	R-A	R-CL	P-R	T-D	City Limits
P-C	R-E	R-2	N-S	TC	ROI Zoning
	R-D	R-3	O	C-2	
	R-PD	R-4	C-D	C-M	
	R-1	R-5	C-1	M	

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

City of Las Vegas Agenda Item No.: **13.**

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:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**13**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Protest Postcards

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

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

RECEIVED
MAY 12 2011

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

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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

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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.

_____

Notary Public in and for said County and State

DEBRA S. ALSTON
Notary Public State of Nevada
No. 03-84766-1
My appt. exp. Oct. 10, 2011

FOR DEPARTMENT USE ONLY

Case #	SDR-41779
Meeting Date:	7-12-11
Total Fee:	$1030.00
Date Received:*	5-12-11
Received By:	J Fraumeni

*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.

RECEIVED
MAY 12 2011

Revised 10/27/08

SDR 41779
Rancho Properties, LLC

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 pecent of capacity. After this project is added, Michael is expected to be at about 23 perenct of capacity and Cheyenne to be at about 76 pecent 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

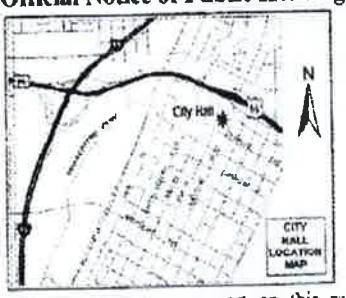
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS $$

UNITED STATES POSTAGE PITNEY BOWES $ 00.41⁴
0004279218 JUN 30 2011
MAILED FROM ZIP CODE 89101

RECEIVED
JUL 07 2011

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.

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

SDR-41779
Planning Commission Meeting of 7/12/2011

-22
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24 DRDFN11 89108

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y of Las Vegas
partment of Planning
velopment Services Center
North Rancho Drive, 3rd Floor
Vegas, Nevada 89106

PRESORTED FIRST CLASS

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MAILED FROM ZIP CODE 89101

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

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

☐ I SUPPORT this Request ☒ I OPPOSE this Request

ase use available blank space on card for your comments.

Case: SDR-41779
13813212024
SHRINER NATASHA L
2825 MICHAEL WY
LAS VEGAS NV 89108-4173

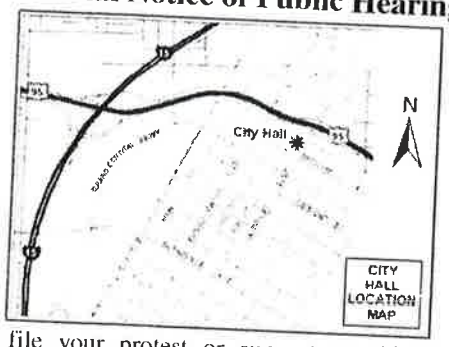
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JUL 07 2011

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nning Commission Meeting of 7/12/2011

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24 DRDFN11 89108

Official Notice of Public Hearing



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SDR-41779

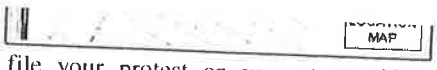
Planning Commission Meeting of 7/12/2011

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JUL 11 2011

13813212004 Case: SDR-41779
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

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

22P

24 DRDFN11 89108



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Please use available blank space on card for your comments.

SDR-41779

Planning Commission Meeting of 7/12/2011

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

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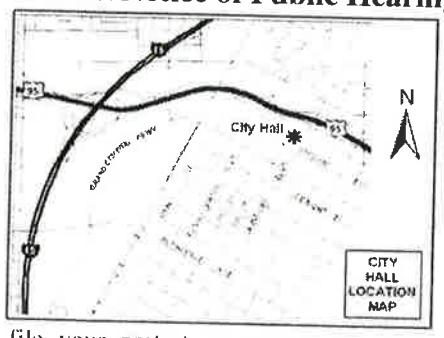
54 DRDFN11 89178

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

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MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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

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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

13813113011 Case: SDR-41779
COMPSON DAVID W
5509 MARE WY
LAS VEGAS NV 89108-4135

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JUL - 6 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

22P

24 ORDFN11 89106

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

13813111035 Case: SDR-41779
BUZZARD ERIC E
5601 BURNTWOOD WY
LAS VEGAS NV 89108-4134

22P

24 ORDFN11 89106



JUL 12 2011

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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

13813211002 Case: SDR-41779
PATTERSON CAROLYN F & JEFFREY A
5604 AVENIDA TAMPICO
LAS VEGAS NV 89108-4183

22P

24 ORDFN11 89106

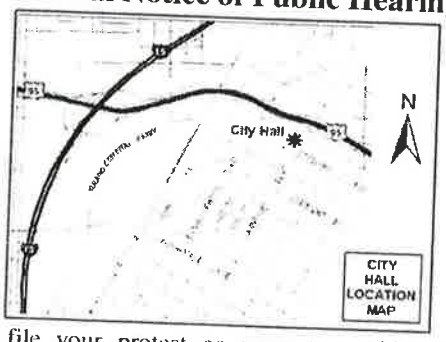
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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JUN 30 2011
MAILED FROM ZIP CODE 89101

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JUL 12 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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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.

SDR-41779

Planning Commission Meeting of 7/12/2011

13813113042 Case: SDR-41779
BATTAGLIA JOSEPH P & LEAH M
5412 MOSSMAN AVE
LAS VEGAS NV 89108-4167

22P

24 ORDFM11 89106

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FIRST CLASS

$ 00.41⁴
MAILED FROM ZIPCODE 89106

Case: SDR-41779

13813211038
MCCLENACHAN SUZANNE REV TR
5521 AVENIDA VAQUERO
LAS VEGAS NV 89108-4106

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

220

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

13813610010 Case: SDR-41779
ARANDA ANA G
5300 RANCHER AVE
LAS VEGAS NV 89108-4031

24 DRDFN11 89106

RECEIVED
JUL 12 2011

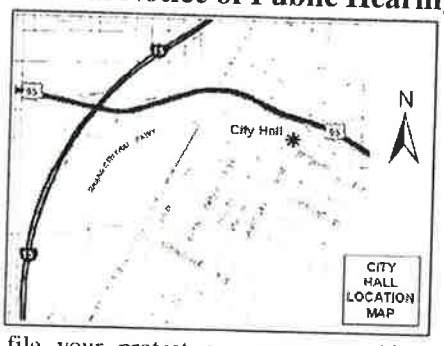
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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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SDR-41779

Planning Commission Meeting of 7/12/2011

RECEIVED
JUL 12 2011
CITY OF LAS VEGAS
PLANNING & DEV.

Case: SDR-41779

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

24 DRDPM11 89106

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).

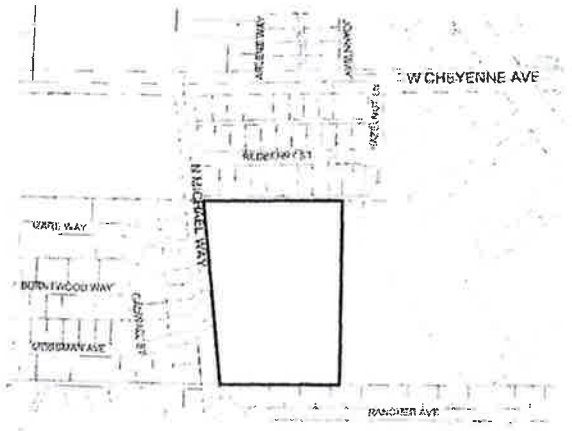
WE DO NOT NEED MORE APARTMENTS AROUND US. TOO MANY NOW. TWO QUESTIONS, "WHY BUILD MORE APARTMENTS WHEN WE HAVE EMPTY ONES ALL OVER TOWN? WHOSE DUMB, THOUGHTLESS IDEA WAS THIS? SHAME ON THEM!

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

22P

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

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).

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 (JUST WE SOMEHOW ELEVATE. INSTEAD OF LOWER!

Application Location



The proposed project may not pertain to the entire highlight 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

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, fil 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. Fi 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 C 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 repo please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

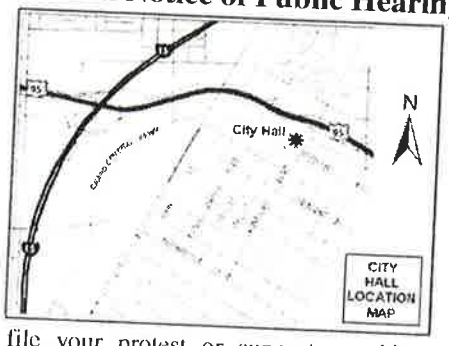
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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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

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

Case: SDR-41779

22
P

24 ORDFM11 89106

City of Las Vegas Agenda Item No.: **14.**

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

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

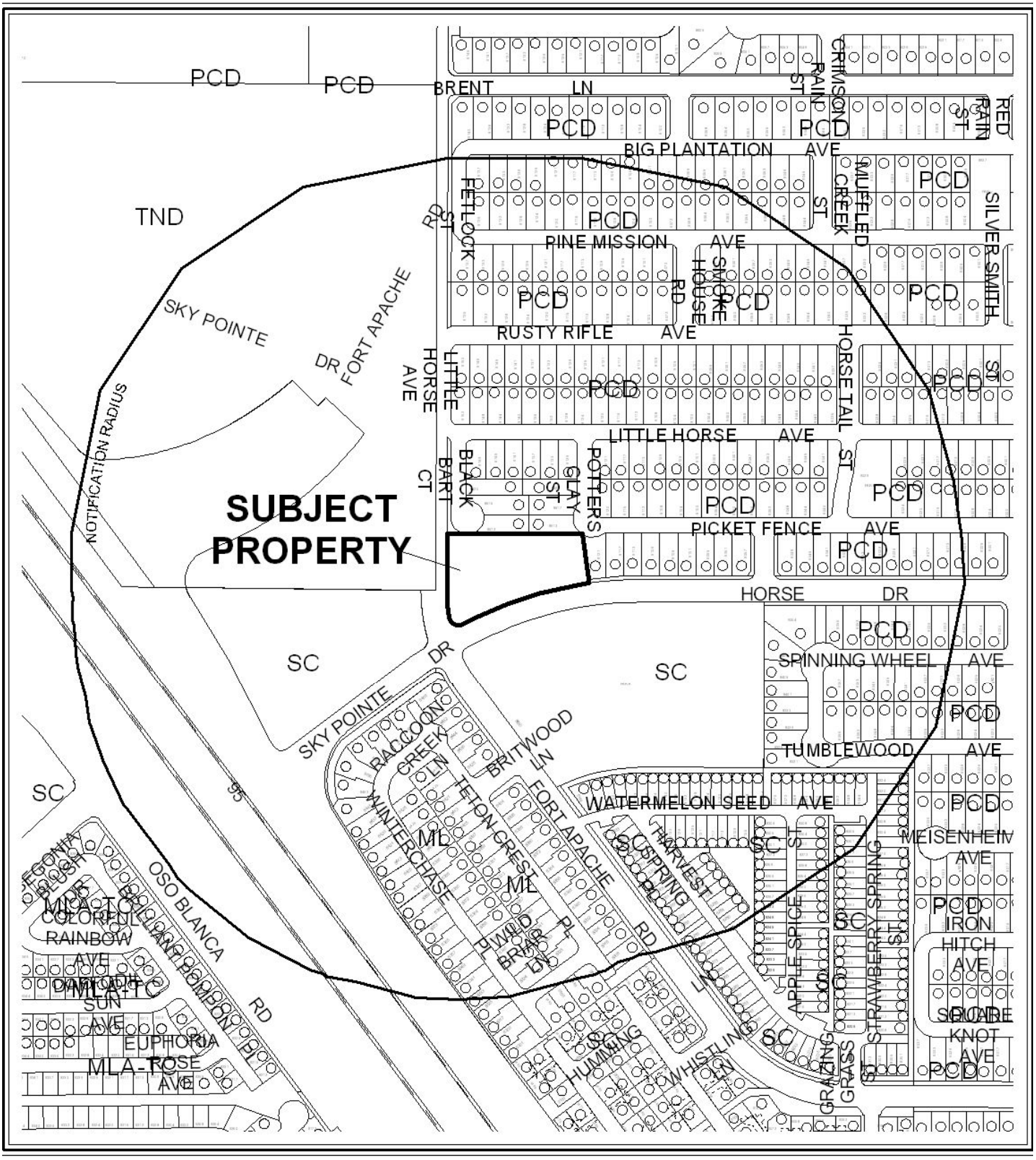
SUBJECT:
ABEYANCE - GPA-41934 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: ROYAL VIEW, LLC - For possible action on a request for General Plan Amendment FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: SC (SERVICE COMMERCIAL) on 1.54 acres at the northeast corner of Sky Pointe Drive and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

C.C.: 09/07/2011

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**8**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

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

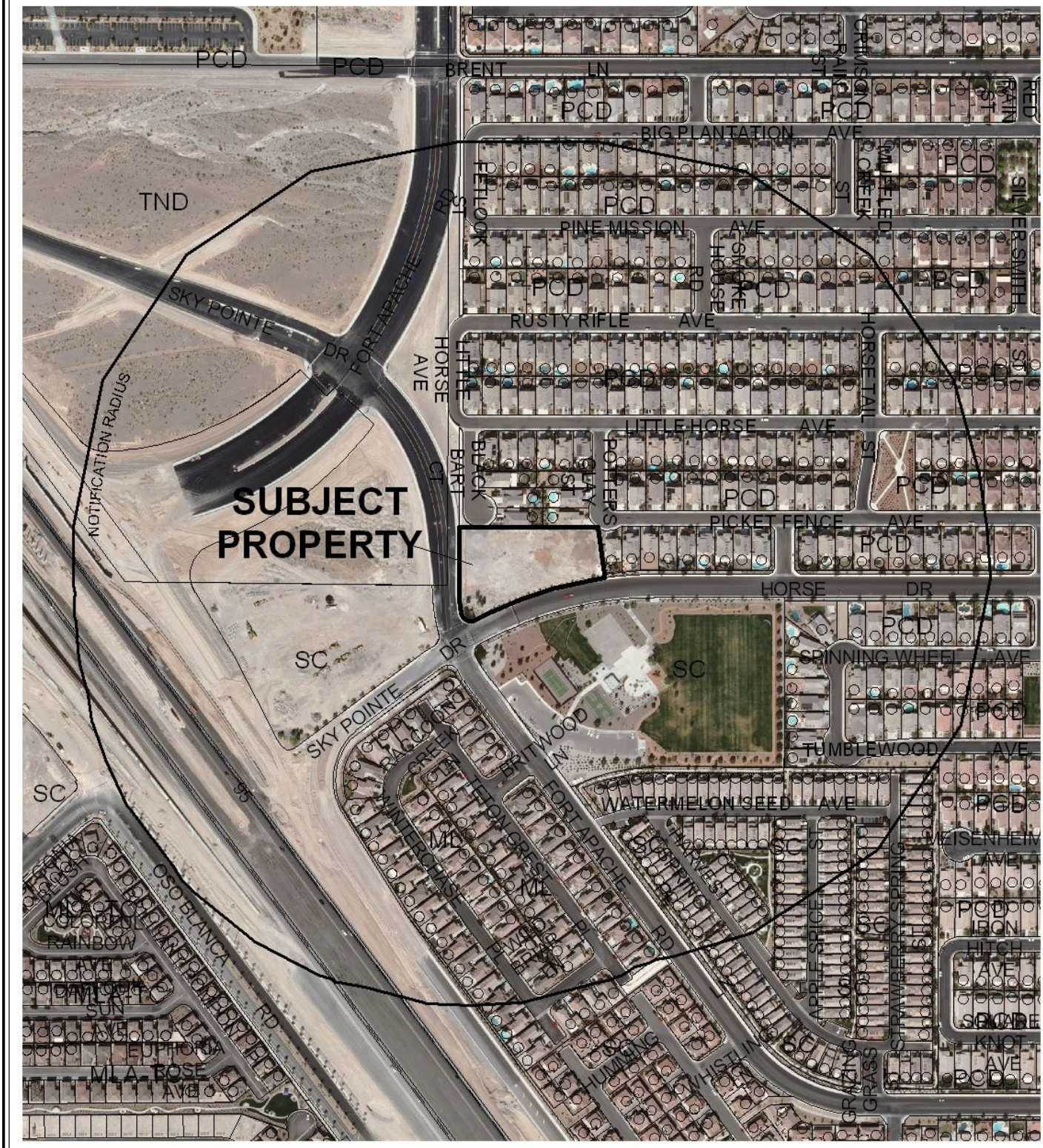


CASE: **GPA-41934**

RADIUS: 1000 FEET

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

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



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)

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: AUGUST 9, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: ROYAL VIEW, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-41934	Staff recommends DENIAL.	
ZON-41933	Staff recommends DENIAL.	GPA-41934

YK

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to change the land use designation and zoning on 1.54 acres of undeveloped land on the northeast corner of Sky Pointe Drive and Horse Drive. The property is currently designated for residential development, but the applicant believes the site would be better suited for commercial development. Staff recommends denial as the proposal would not be compatible with the surrounding area. If denied, the property could only be developed as residential, as is currently designated.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/02/94	The City Council approved Rezoning (Z-132-93) for reclassification of property located on the east side of Rancho Drive, between Ackerman Avenue and Iron Mountain Road, from: C-2 (General Commercial) and R-E (Residence Estates), to: R-PD3 (Residential Planned Development), R-PD6 (Residential Planned Development), R-PD12 (Residential Planned Development) and C-1 (General Commercial) for single family dwellings, townhomes, apartment complexes and business park. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
05/31/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
No activity is on file for this site.

Pre-Application Meeting	
05/17/11	Staff met with the applicant and reviewed the requirements for a General Plan Amendment and Rezoning application submittal. Staff recommended the applicant pursue an O (Office) land use designation and corresponding P-O (Professional Office) district, as that would be more appropriate for the site.

Neighborhood Meeting	
06/23/11	A neighborhood meeting was held on 06/23/11 from 6:10 to 6:45 pm in the Community Resources Room at the Centennial Hills Community Center YMCA, 6601 N. Buffalo Drive. In attendance were nine members of the public, two members of the development team, one member of the Planning Commission, one member of the Council Office, one member of the Planning Department. Concerns included the following: • Off-sale Alcohol • Gaming • Massage uses • Future site development • Concerns with wall heights, hours of delivery, and play areas for childcare uses Overall most in attendance supported the request; however, one opposed.

Field Check	
06/02/11	Staff visited the site and found it to be undeveloped and free of trash, debris and weeds.

Details of Application Request	
Site Area	
Net Acres	1.54

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	PCD (Planned Community Development)	R-E (Residence Estates)
		Proposed: SC (Service Commercial)	Proposed: C-1 (Limited Commercial)
North	Single Family Residential	PCD (Planned Community Development)	R-PD6 [Residential Planned Development (Six Units Per Acre)]
South	Park	SC (Service Commercial)	R-PD12 [Residential Planned Development (Twelve Units Per Acre)]

East	Single Family Residential	PCD (Planned Community Development)	R-PD6 [Residential Planned Development (Six Units Per Acre)]
West	Undeveloped	TND (Traditional Neighborhood Development)	T-D (Traditional Development)
		SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Sky Pointe Drive	Secondary Collector	Master Plan of Streets and Highways	80	Y
Horse Drive	Secondary Collector	Master Plan of Streets and Highways	80	Y

ANALYSIS

This project is part of the Spring Mountain Ranch Master Development Plan. However, no design or development standards were included in the plan. Given the small size of the parcel and the fact it is surrounded on two sides by single family residential neighborhoods, the proposed designations would be too intense for the site.

The applicant was advised by staff that a General Plan Amendment designation of O (Office) and a corresponding Zoning designation of P-O (Professional Office) would be better suited for the site. These designations would allow for offices which would provide a more appropriate buffer between the single family residential uses to the north and east and the commercial uses across the street to the west.

YK

If the proposed designations are approved, any use permitted in C-1 (Limited Commercial) would be allowed, including office, retail and various alcohol-related businesses with an approved Special Use Permit. For these reasons, staff recommends denial of both applications as being an inappropriate land use and zoning designation for the location.

FINDINGS (GPA-41934)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The proposed commercial land use designation is not compatible with the adjacent single family residential neighborhood.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   A C-1 (Limited Commercial) zoning designation on this small parcel would not be an appropriate land use. A less intense zoning such as an office district would be a more compatible buffer with the adjacent residential uses.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The existing infrastructure is adequate to support the proposed land use and zoning designations.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   This parcel is part of the Spring Mountain Ranch Master Development Plan, which designates this parcel for single family residential development. The proposal does not conform to this plan.

FINDINGS (ZON-41933)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed C-1 (Limited Commercial) zoning district conforms to the proposed SC (Service Commercial) General Plan designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed C-1 (Limited Commercial) designation would allow uses that are too intense, and would be incompatible with the surrounding residential neighborhoods.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   There is currently undeveloped commercial property to the west of the site and vacant commercial developments throughout the general area that are more appropriate for the proposed uses than the subject site.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Sky Pointe and Horse Drives are both adequate for the proposed land use and zoning designations.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 28

NOTICES MAILED 380

APPROVALS 0

PROTESTS 8

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

Notary Public in and for said County and State

BENJAMIN DOWLING
Notary Public, State of Nevada
Appointment No. 10-2316-1
My Appt. Expires May 6, 2014

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.

Notary Public in and for said County and State

BENJAMIN DOWLING
Notary Public, State of Nevada
Appointment No. 10-2316-1
My Appt. Expires May 6, 2014

FOR DEPARTMENT USE ONLY

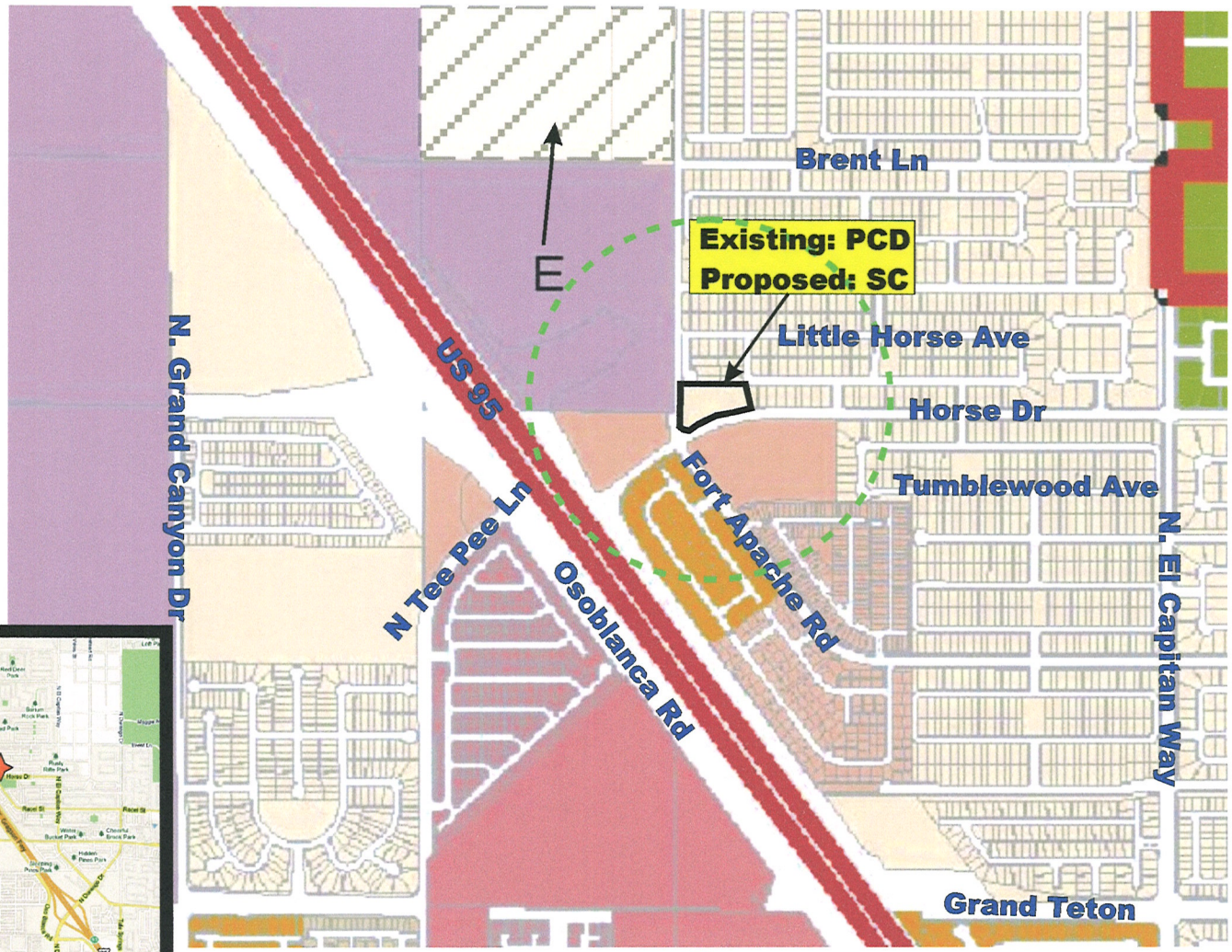
Case #	GPA-41934
Meeting Date:	7-12-11
Total Fee:	1500.00
Date Received:*	5-26-11
Received By:	JFmund

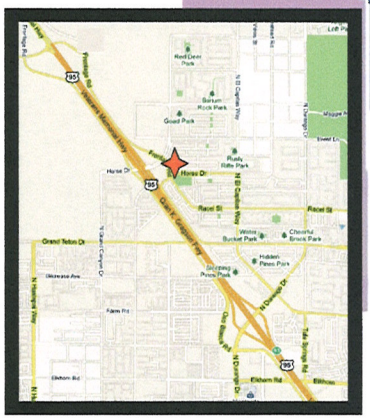
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Fort Apache & Horse
Existing & Proposed Land Use Exhibit

GCGARCIA
A Planning & Development Services Corporation
May 2011

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





= Project Site = 1'000 ft radius

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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

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

PLANNING & DEVELOPMENT

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: November 02, 2010

GPA-41934



GPA-41934 AND ZON-41933 - APPLICANT/OWNER: ROYAL VIEW, LLC
NORTHEAST CORNER OF SKY POINTE DRIVE AND HORSE DRIVE

06/2/11



GPA-41934 AND ZON-41933 - APPLICANT/OWNER: ROYAL VIEW, LLC
NORTHEAST CORNER OF SKY POINTE DRIVE AND HORSE DRIVE

06/2/11

May 26, 2011

Flinn Flagg, Director
Planning and Development Department
City of Las Vegas
333 N. Rancho Drive
Las Vegas, NV 89106

RE: Justification Letter for Fort Apache & Horse, NEC
Request: A GPA & ZON for Service Commercial and C-1
APN: 125-08-210-002

Dear Mr. Flagg:

Please accept this justification letter for a General Plan Amendment to the Centennial Hills Sector Plan and a companion item for a Zone Change. This application is located on a 1.54 +/- acre parcel located at the northeast corner of Fort Apache and Horse.

The request is to change the General Plan land use category to Service Commercial (SC) and the Zoning classification to the Limited Commercial District (C-1) to allow a neighborhood commercial center. These changes would be consistent with the zoning on site on the opposite corner to the west. Although the applicant clearly understands that this parcels proximity to residential will require greater consideration and sensitivity to the design and appropriate uses.

The purposes of the proposed GPA & ZON amendments are to enable convenient neighborhood commercial center with goods and services in a setting that is functionally and aesthetically compatible with the existing adjacent land uses and zoning. The intent is for one story buildings with intense landscape buffers abutting the residential.

The Centennial Hills Sector Plan currently depicts the property as Planned Community Development (PCD). The existing Zoning is Residential Estates (R-E). The parcel is part of the Spring Mountain Ranch Overall plan but no future details were provided as to it affects on this location.

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Approval Criteria for a GPA LVMC 19.18.030.(I)

(1)*The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations;*

GPA-41934
ZON-41933

GCGARCIA
A Planning & Development Services Corporation
1711 Whitney Mesa Drive, Suite 110, Henderson, Nevada 89014-2158
Telephone: 702 435 9909 Facsimile: 702 435 0457 E-Mail: ggarcia@gcgarciainc.com

The proposed land use designation of SC is compatible with existing land use designations in light of the appropriateness for SC on the opposite corner; proximity to the interchange; busy signalized intersection; size, shape and configuration of the property; and the inconsistency of the existing R-E zoning with the surrounding land uses.

(2)*The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts;*

The current R-E zoning is completely inconsistent with the General Plan and surrounding land use designations. The proposed C-1 zoning is consistent with the proposed S-C land use designation. The SC and C-1 match the opposing corner that is C-1. The C-1 with permitted lower intensity uses and SUPs for more intense uses coupled with good design sensitive to the abutting residential will be more compatible, marketable and sustainable than the existing designations.

(3)*There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan designation; and*

This site has all necessary infrastructures to facilitate development under the SC land use. The abutting roadways are an arterial and a major collector. The streets as well as the street landscaping and corner entry feature are built. The surrounding developments have brought in the necessary utilities sufficient to serve the property.

(4)*The proposed amendment conforms to other applicable adopted plans and policies.*

The proposed SC does not conflict with other plans and policies. In fact, to develop the property as currently zoned would create an inconsistency. The proposed GPA will be in conformance to the City's and Centennial Hills goals, objectives and policies.

Centennial Hills Sector Plan Goal & Objectives 2.8
This site will help create a balance and appropriate mix of land uses that will be fully supported by the existing circulation, infrastructure and public and private services. It will help bring in essential goods and services that can conveniently serve the neighborhood. The development design will be done to assure compatibility with existing development and in particular the abutting residential.

Policy A1.1 – *Participate in Public Facilities*
The property has contributed with the land and improvements for Horse & Fort Apache as well as sidewalks, landscaping, and landscape entry feature.

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MAY 26 2011

Policy A2 – *Encourage the use of Vacant Land Adjacent to Develop Land*
The property is essentially an infill location that can help promote the efficient and orderly development of land. The current land use and zoning are preventing the appropriate and timely development of this site.

Objective B - *Achieve a compatible balance of land uses*
The addition of some convenient good and services for the neighborhood will help achieve a balance of uses and the nature of the commercial use as SC and C-1 will be compatible in use and design.

Program B3.3 - *Buffering adjacent single family*
The property will provide an intense buffer according to the City's wall and buffer guidelines.

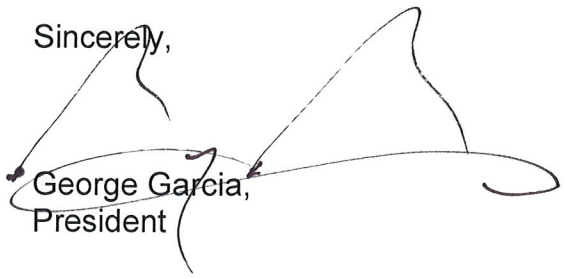
Policy B4 – *Provide for balance of uses*
The commercial will help serve the immediate neighborhood and reduce VMT contributions to congestion and air quality. The proposed use will make the neighborhood more walkable.

Program B5.5 - *Provide for appropriate small scale neighborhood centers at major roadway intersections adjacent to residential areas.*
The site is at an intersection with major roadways and adjacent to residential.

SUMMARY JUSTIFICATION
In summary, we believe this overall development advances the overall objectives of the Centennial Hills Sector Plan and will be an attractive addition to this neighborhood and provide for a mix of land uses that work together in an appropriate and compatible manner.

We respectfully request you favorable consideration of this request. Please contact me if you have any questions or need additional information.

Sincerely,



George Garcia,
President

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MAY 26 2011

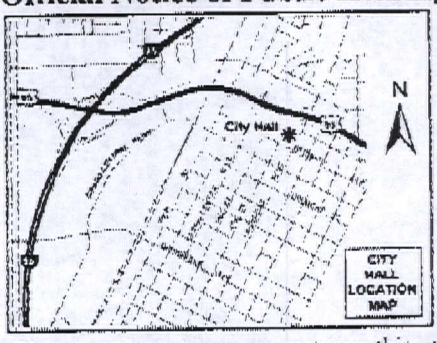
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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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

Case: GPA-41934
12508327054
ROCHE JOAN RAE
1750 N COMMUNITY DR #102
ANAHEIM CA 92806-1043

104 ORDFN11 92806

TOTAL P.001

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JUL 07 2011

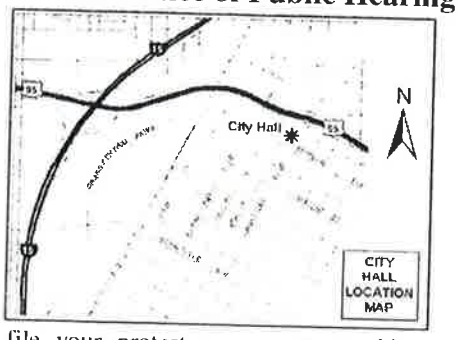
27-28 P

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

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UNITED STATES POSTAL SERVICE PITNEY BOWES
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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-41934 & ZON-41933
Planning Commission Meeting of 7/12/2011

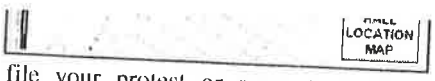
THE AREA should be RESIDENTIAL ONLY - the area already looks worse due to the horrible lights on the overpass.

12508230008 Case: GPA-41934
BASSETT JENNIFER
9137 RUSTY RIFLE AVE
LAS VEGAS NV 89143-1167

Also the Loues Plaza near by is not even full why build more?

27-28 P

10 DRDFM11 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

12507714019 Case: GPA-41934
PODOLSKY DOUGLAS
P O BOX 750811
LAS VEGAS NV 89136-0811

27-29 P

79 DRDFM11 89136



JUL 12 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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-41934 & ZON-41933
Planning Commission Meeting of 7/12/2011

12508327025 Case: GPA-41934
TIEMAN JOSEPH M & MELODY T
8325 WINTERCHASE PL
LAS VEGAS NV 89143-6414

27-28 P

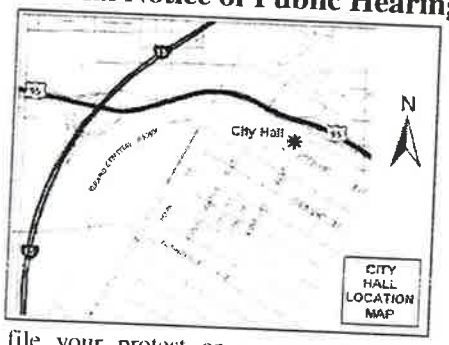
10 DRDFM11 89143

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

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 30 2011
MAILED FROM ZIPCODE 89101

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-41934 & ZON-41933
Planning Commission Meeting of 7/12/2011

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JUL - 6 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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

27-28 P

10 ORDFN11 89143

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-41934 & ZON-41933
Planning Commission Meeting of 7/12/2011

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

RECEIVED
JUL 11 2011

27-28 P

124 ORDFN11 48108

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.

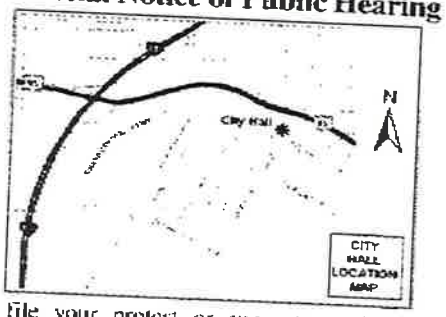
☐ I SUPPORT ☒ I OPPOSE

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

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-41934 & ZON-41933

Planning Commission Meeting of 7/12/2011

RECEIVED
JUL 11 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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

Case: GPA-41934

27-28

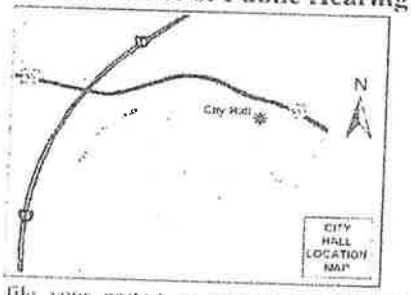
2011-07-07 21:00

7026585410 >>

P 1/1

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.

GPA-41934 & ZON-41933

Planning Commission Meeting of 7/12/2011

RECEIVED
JUL - 7 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

12508230021 Case GPA-41934
LEMONDS CAROL
9120 LITTLE HORSE AVE
LAS VEGAS NV 89143-5425

27-28
P

Jul 07 11 04:37p ROBERT RICHARDSON 702-647-3424 p.1

City of Las Vegas Agenda Item No.: **15.**

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

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

SUBJECT:
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.

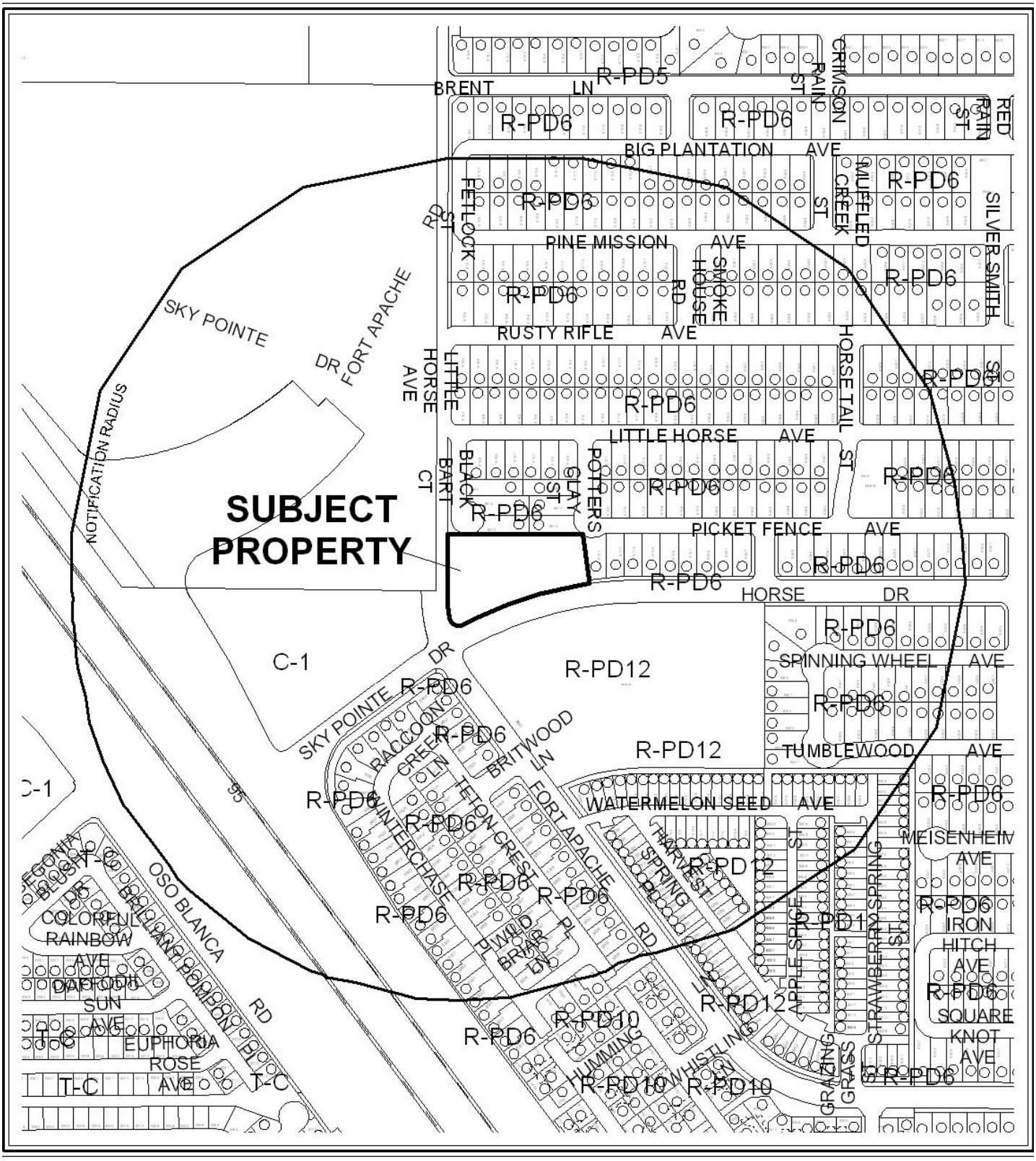
C.C.: 09/07/2011

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**8**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
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.



0 300 600 Feet

CASE: **ZON-41933**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

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

N



CASE: **ZON-41933**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

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

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-41933** 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: _____

RECEIVED
MAY 26 2011

Signature of Property Owner: Michael Bash

Print Name: MICHAEL BASH

Subscribed and sworn before me

This 23 day of May, 2011

Notary Public in and for said County and State

BENJAMIN DOWLING
Notary Public, State of Nevada
Appointment No. 10-2316-1
My Appt. Expires May 6, 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

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:** 702.876.6010 **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.

Notary Public in and for said County and State

BENJAMIN DOWLING
Notary Public, State of Nevada
Appointment No. 10-2316-1
My Appt. Expires May 6, 2014

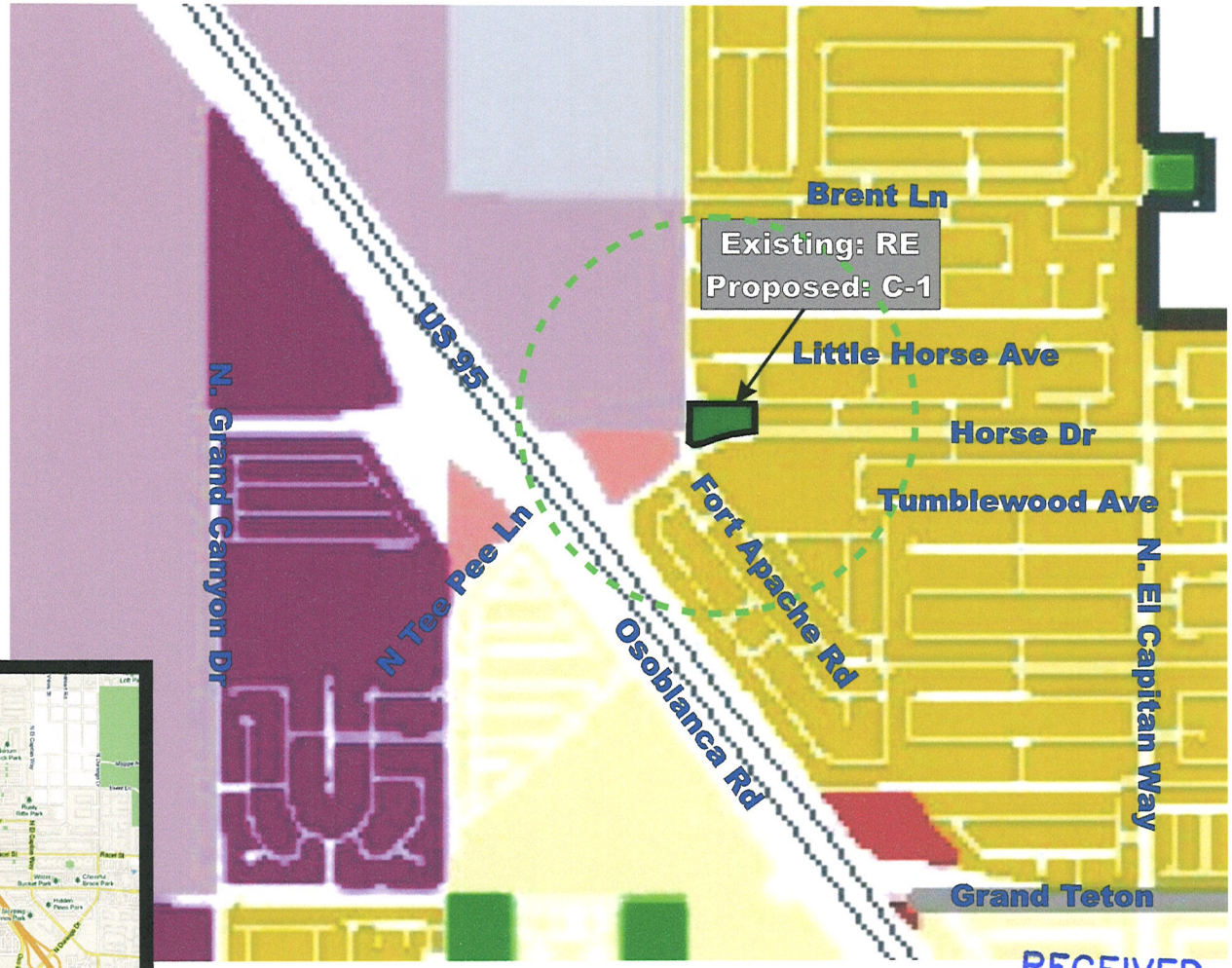
FOR DEPARTMENT USE ONLY

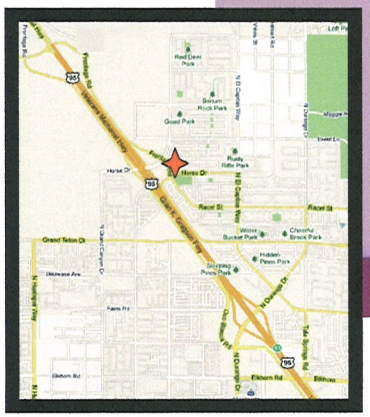
Case #	ZON-41933
Meeting Date:	7-12-11
Total Fee:	1200.00
Date Received:*	5-26-11
Received By:	JFmd

*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.

Fort Apache & Horse
Existing & Proposed Zoning Exhibit

GCGARCIA
A Planning & Development Services Corporation
May 2011





Zoning Legend

- U - Undeveloped (GPA Designation)
- R-E - Residence Estates
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-MH - Mobile/Manufactured Home Residence
- R-CL - Single-Family Compact Lot
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-TH - Townhouse
- P-O - Profesional Office
- O - Office
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-M - Commercial Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- PD - Planned Development
- T-D - Traditional Development
- TC - Town Center
- ROI Zoning

= Project Site = 1'000 ft radius

RECEIVED
MAY 26 2011

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: March 21, 2011

ZON-41933

City of Las Vegas Agenda Item No.: **16.**

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

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

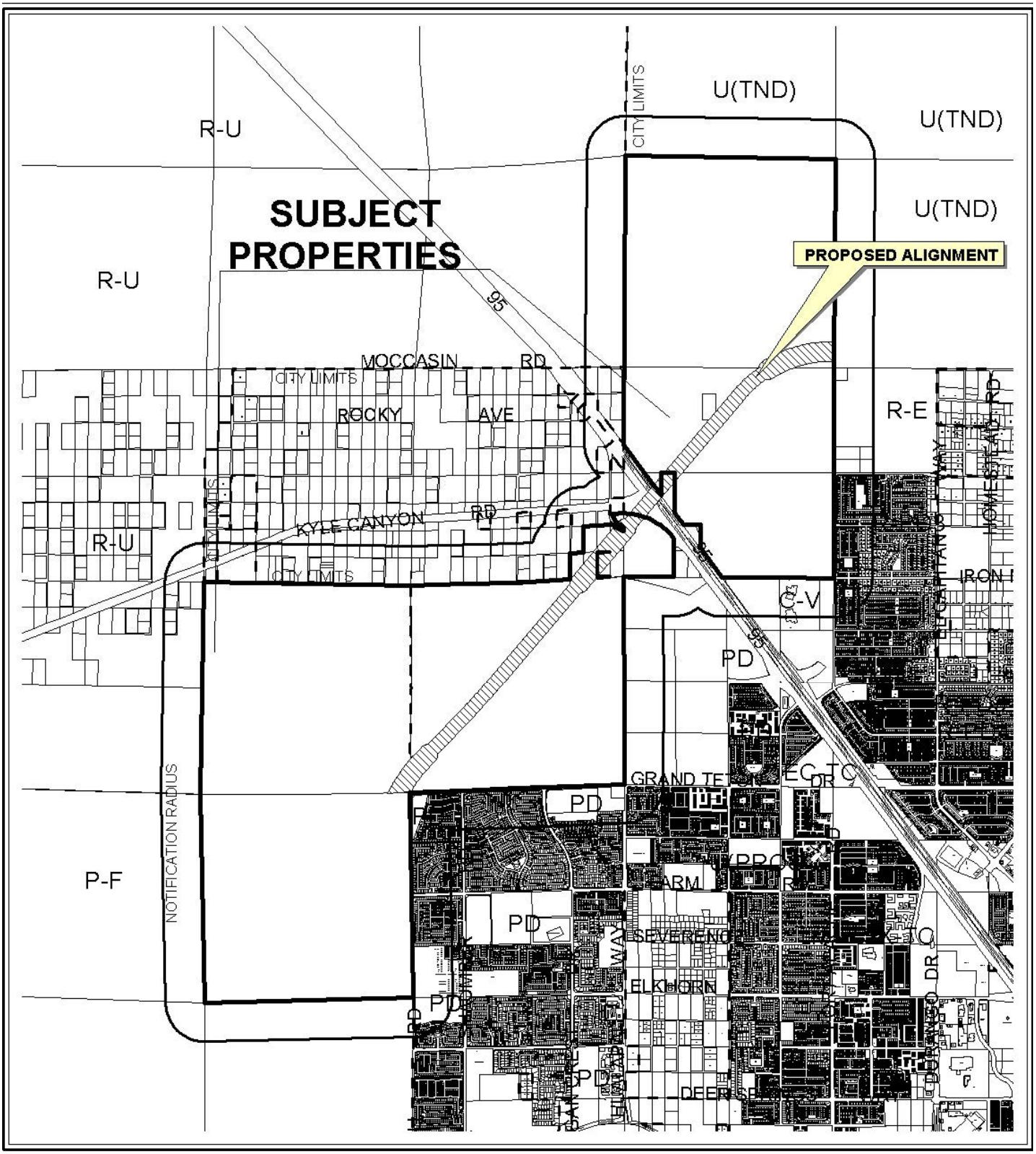
SUBJECT:
ABEYANCE - GPA-41958 - MASTER PLAN OF STREETS AND HIGHWAYS - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request to Amend the Master Plan of Streets and Highways TO REALIGN SHEEP MOUNTAIN PARKWAY BETWEEN GRAND TETON DRIVE AND FORT APACHE ROAD AND DELETE MASTER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

C.C.: 09/07/2011

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL.

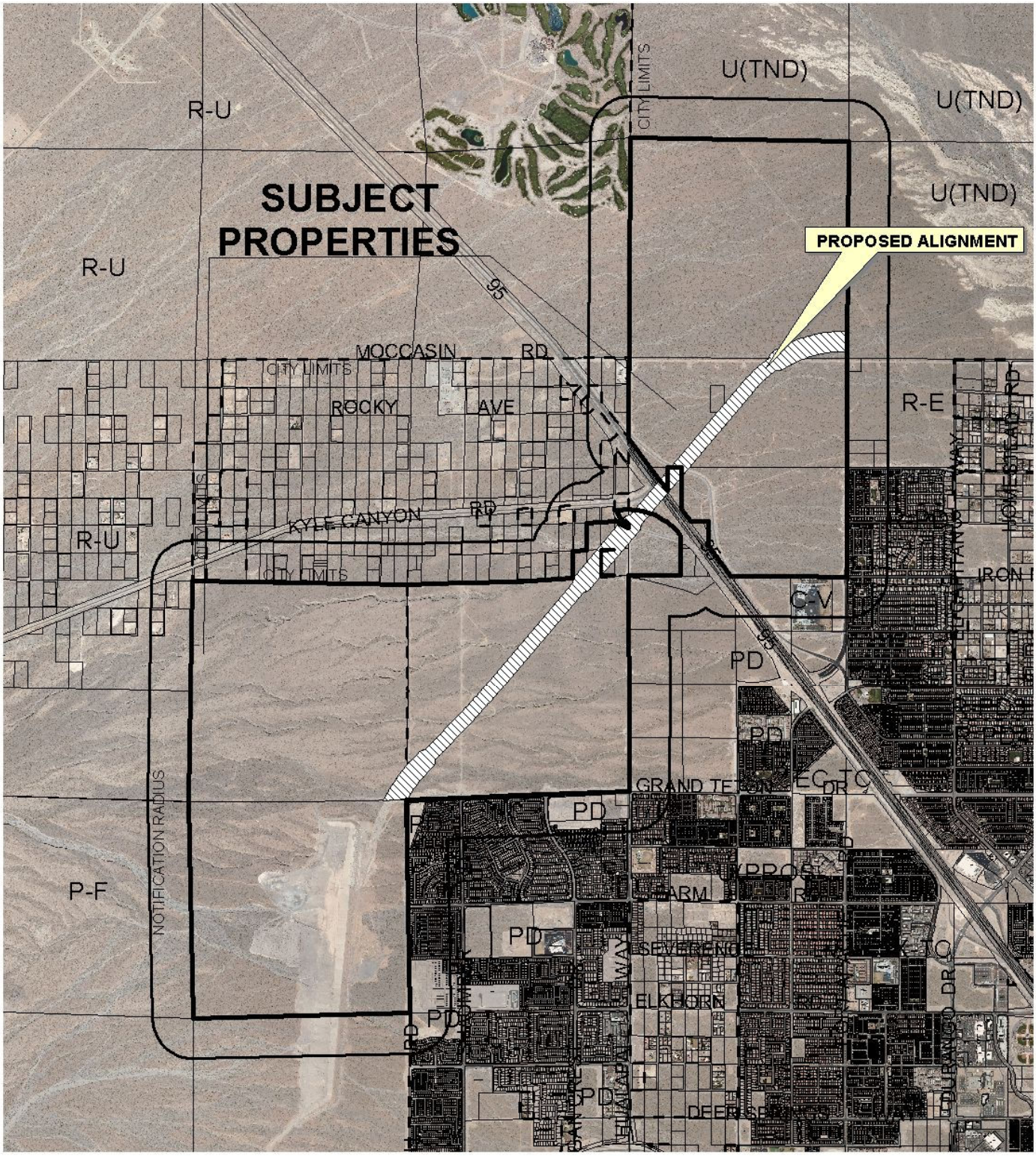
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards and Support Letter



0 3000 6000 Feet

CASE: **GPA-41958**

RADIUS: 1000 FT



CASE: **GPA-41958**

RADIUS: 1000 FT

0 3000 6000 Feet

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: AUGUST 9, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-41958	Staff recommends APPROVAL.	

SS

** STAFF REPORT **

PROJECT DESCRIPTION

The Kyle Canyon Master Plan area consists of approximately 1,712 acres located at the southwest corner of Fort Apache Road and Moccasin Road. The site is undeveloped. When the current development agreement between the city and the developer was approved, the City Council approved the realignment of Sheep Mountain Parkway to a site north and west of the development. Subsequently, the property was foreclosed upon and the new owner was unable to acquire the properties necessary per the development agreement to provide for this alignment. The applicant requests to abandon the existing northern alignment of Sheep Mountain Parkway and return it to its original southern alignment, which will bisect the Kyle Canyon Master Plan area. A modified development agreement between the city and the current owners of the property will be based on the southern alignment of Sheep Mountain Parkway.

In addition, those streets that were added to the Master Plan of Streets and Highways throughout the Kyle Canyon Master Plan area are requested to be removed. New master planned streets will be added in this area once a new development agreement is recorded.

As the existing Sheep Mountain Parkway alignment is not feasible in its present alignment and any new land use plan for the Kyle Canyon Master Plan area will contain modified alignments of current master planned streets, staff recommends approval. If denied, the proposed changes could not be made to the Master Plan of Streets and Highways and the Las Vegas 2020 Master Plan, and the approved Sheep Mountain Parkway and master planned streets would remain in their current alignments.

ISSUES

- An amendment of the Master Plan of Streets and Highways and Map 2C of the Transportation and Streets and Highways Element of the Las Vegas 2020 Master Plan is necessary to realign Sheep Mountain Parkway to the south and to remove previously approved master planned streets from the Kyle Canyon Master Plan area.
- Right-of-way already exists for the Sheep Mountain Parkway Southern Alignment.
- The new alignment will bisect the Kyle Canyon Master Plan area.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/01/04	The City Council approved a Resolution (R-176-2004) adopting guidelines for development within the Kyle Canyon Gateway area.
11/16/05	The City Council approved a request (GPA-9458) to amend the Land Use Element of the Las Vegas 2020 Master Plan to add the Traditional Neighborhood Development (TND) land use designation. The Planning Commission and staff recommended approval.
01/18/06	The City Council approved a request (GPA-9167) to amend a portion of the Centennial Hills Sector Plan of the General Plan to change land use designations from PCD (Planned Community Development), SC (Service Commercial) and PF (Public Facilities) to TND (Traditional Neighborhood Development) on 1,712 acres generally located north of Grand Teton Drive, between Puli Road and Fort Apache Road. The Planning Commission and staff recommended approval.
05/16/07	The City Council approved a request to amend the Master Plan of Streets and Highways (MSH-21013) to select the Northern Alternative Freeway/Expressway Alignment for Sheep Mountain Parkway and to remove the Southern Alternative Freeway/Expressway Alignment from the Master Plan of Streets and Highways. The Planning Commission and staff recommended approval.
	The City Council approved a Development Agreement (DIR-21605) between Kyle Acquisition Group, LLC and the city of Las Vegas on 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road for the development of the Kyle Canyon Master Plan. The Planning Commission and staff recommended approval. In a related item, the City Council voted to approve a Parks Agreement between Kyle Acquisition Group, LLC and the city of Las Vegas. Staff recommended approval.
	The City Council approved a request for a Rezoning (ZON-20543) from U (Undeveloped) [TND (Traditional Neighborhood Development) General Plan Designation] and R-E (Residence Estates) to T-D (Traditional Development) on 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road. The Kyle Canyon Development Standards and Design Guidelines were approved as part of this action. The Planning Commission and staff recommended approval.
06/20/07	The City Council adopted Ordinance No. 5910, thereby adopting the Development Agreement between Kyle Acquisition Group, LLC and the city of Las Vegas.
08/08/07	The Development Agreement between Kyle Acquisition Group, LLC and the city of Las Vegas was recorded in the Office of the County Recorder. The approved Parks Agreement was recorded together with the Development Agreement. This is the Effective Date of the Development Agreement.

08/15/07	The City Council approved a Major Modification (MOD-22589) of the Kyle Canyon Development Standards and Design Guidelines to realign Iron Mountain Road between Hualapai and Grand Canyon Drive, and to add street cross sections. The Planning Commission and staff recommended approval.
02/06/08	The City Council approved a request (MSH-25695) to amend the Master Plan of Streets and Highways to rename Horse Drive west of Grand Canyon Drive to Kyle Heights Parkway; to realign a portion of the Iron Mountain Road alignment between Horse Drive and the Northern Beltway; to reclassify various streets as identified by the special design designations adopted as part of the Kyle Canyon Development Standards and Design Guidelines; and to add or remove various roadway segments. The Planning Commission and staff recommended approval.
	The City Council approved a Major Modification (MOD-25875) of the Kyle Canyon Development Standards and Design Guidelines to amend various street names and to clarify street cross section drawings within the Community. A subsequent Street Name Change application would be required prior to issuance of the first residential permit in the Community. The Planning Commission and staff recommended approval.
	The City Council tabled a Petition to Vacate a BLM right-of-way grant generally located north of Grand Teton Drive, south of Moccasin Road, between Puli Road and Fort Apache Road (VAC-23811). The area to be vacated was the original alignment of Sheep Mountain Parkway. The Planning Commission and staff had recommended approval. The Petition cannot record until "Section 1 Land," "Providence Land," and "On-Property Land" are dedicated to the city for creation of the right-of-way for the northern alignment of Sheep Mountain Parkway, pursuant to Subsection 7.05(a)(v) of the Development Agreement.
09/17/08	The owner of property within the Kyle Canyon Master Plan area became noncompliant with the terms of the Kyle Canyon Development Agreement for failure to commence construction of Indian Hills Park prior to 09/13/08.
09/23/08	Wachovia Bank, National Association, acting as the managing creditor of 41 distinct creditors, foreclosed on the Kyle Canyon property. A new entity called KAG Property, LLC was formed to assume ownership of the Kyle Canyon property.

Most Recent Change of Ownership	
09/25/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits or business licenses related to this request.

Pre-Application Meeting
A pre-application meeting was not required for this request, nor was one held.

Neighborhood Meeting	
06/13/11	A neighborhood meeting was held at 5:30 p.m. in the Centennial Hills Community Center YMCA, located at 6601 North Buffalo Drive. Thirteen members of the public, one member of the Planning Commission, one member of the Council Office, two members of the Department of Public Works and one member of the Department of Planning were in attendance. The public's concerns included the following: • When will Kyle Canyon Master Plan be built? • When will the interchange be built? • Others indicated they would comment by e-mail or fax

Field Check	
06/02/11	The subject site is undeveloped and free of trash and debris. A sign is posted near the intersection of Kyle Canyon Road and Oso Blanca Road informing passersby that the site is zoned for a hotel and casino.

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Kyle Canyon Master Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
G-O (Gaming Enterprise Overlay) District	X		N/A
T-D (Traditional Development) District	X		N/A
Trails	X		N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

Right-of-way still exists from the original alignment of Sheep Mountain Parkway prior to approval of the northern alignment through the Kyle Canyon Development Agreement. A Petition to Vacate this right-of-way was never approved, as the dedications necessary to provide for the northern alignment were never executed. This amendment considers only the realignment of Sheep Mountain Parkway and does not affect the classification, size or amenities of the roadway. Staff recommends approval, as it is not feasible to obtain the right-of-way necessary for construction of the northern alignment of Sheep Mountain Parkway as required by the current Kyle Canyon Development Agreement.

SS

The nine other master planned streets to be removed are not needed in their current alignments, as they will be altered by both the southern alignment of Sheep Mountain Parkway and the new master land use plan for Kyle Canyon Gateway. Staff therefore recommends their removal.

The following table summarizes the proposed changes to the Master Plan of Streets and Highways:

Street to be Removed	Classification	From	To
Sheep Mountain Parkway (Northern Alignment)	Freeway/Expressway	Grand Teton Drive	Fort Apache Road
Iron Mountain Road	Primary Arterial	Kyle Canyon Road	Egan Crest Drive
Hualapai Way	Primary Arterial	Grand Teton Drive	Horse Drive
Horse Drive	Primary Arterial	Hualapai Way	Grand Canyon Drive
Shaumber Road	Secondary Collector	Grand Teton Drive	Iron Mountain Road
Egan Crest Drive	Secondary Collector	Grand Teton Drive	Kyle Canyon Road
Hualapai Way	Secondary Collector	Horse Drive	Brighton Peak Lane
Kyle Village Avenue	Secondary Collector	Sky Pointe Drive	Tee Pee Lane
Log Cabin Way	Secondary Collector	Tee Pee Lane	Fort Apache Road
Tee Pee Lane	Secondary Collector	Iron Mountain Road	Brighton Peak Lane

Street to be Added	Classification	From	To
Sheep Mountain Parkway (Southern Alignment)	Freeway/Expressway	Grand Teton Drive	Fort Apache Road

NOTICES MAILED 1,665

APPROVALS 1

PROTESTS 3

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: GPA-41958 APN: _____

Name of Property Owner: Various

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 26th day of May, 2011

Rosana G. Cogle

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ROSANA G. COGLE
Appt. No. 99-27148-1
My Appt. Expires May 16, 2014

RECEIVED
MAY 26 2011
City of Las Vegas

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Master Plan of Streets & Highways Amendment

Project Address (Location) Northwest Las Vegas (North of Grand Teton & West of Fort Apache)

Project Name Sheep Mountain Parkway Realignment **Proposed Use** MSH

Assessor's Parcel #(s) Various **Ward #** 6

General Plan: existing N/A proposed N/A **Zoning:** existing N/A proposed N/A

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres N/A **Lots/Units** N/A **Density** N/A

Additional Information Realign Sheep Mountain Parkway between Grand Teton & Fort Apache and delete Master Planned Roadways within Kyle Canyon Development, see attached.

PROPERTY OWNER Various **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

APPLICANT City of Las Vegas **Contact** Jorge Cervantes

Address 333 N. Rancho Drive **Phone:** (702) 229-6276 **Fax:** (702) 382-0848

City Las Vegas **State** NV **Zip** 89106

E-mail Address jcervantes@lasvegasnevada.gov

REPRESENTATIVE City of Las Vegas **Contact** Randy Fultz

Address 333 N. Rancho Drive **Phone:** (702) 229-2176 **Fax:** (702) 382-8551

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 26th day of May, 2011.

Rosana G. Cogle

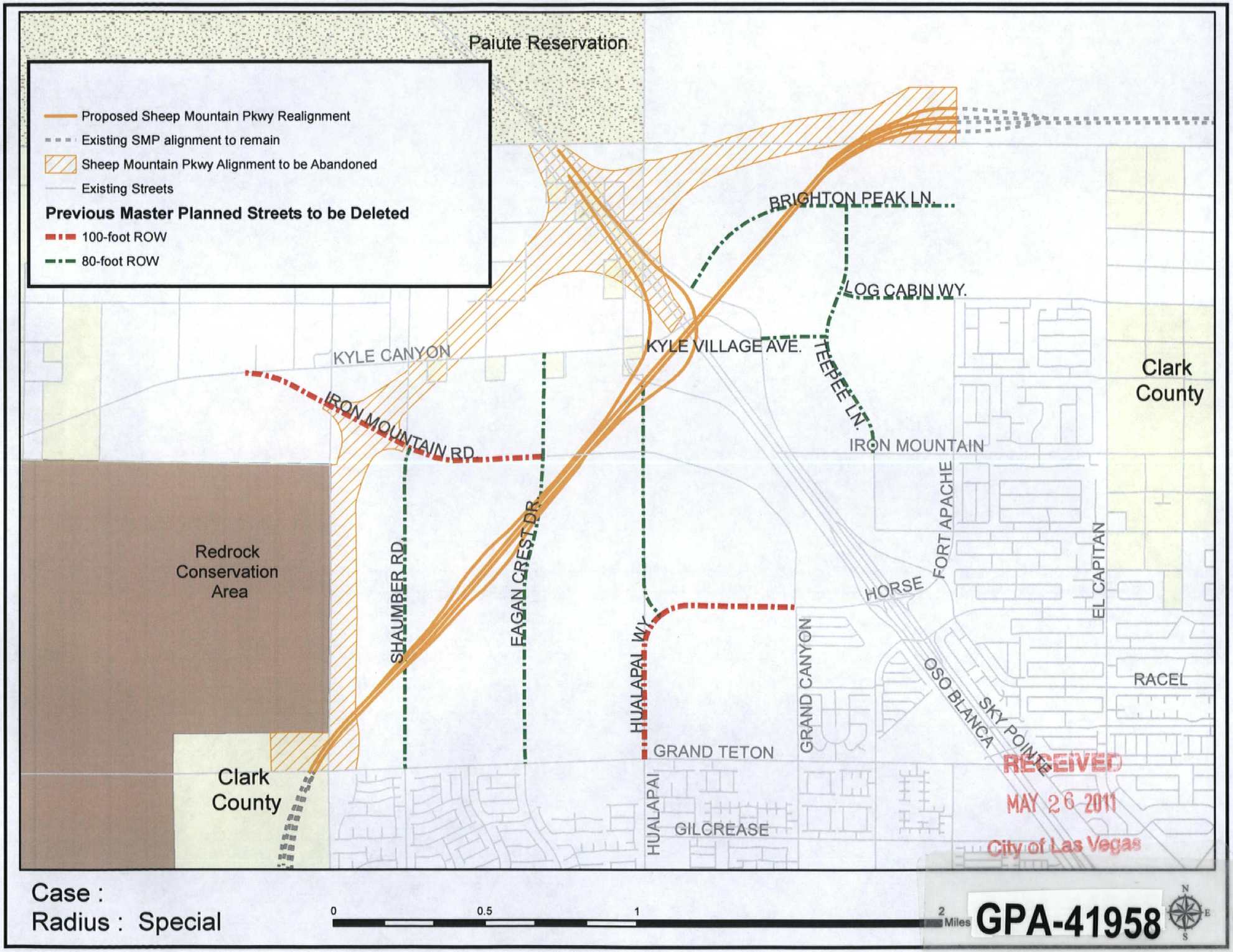
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ROSANA G. COGLE
Appt. No. 99-27148-1
My Appt. Expires May 16, 2014

FOR DEPARTMENT USE ONLY

Case #	GPA-7-A-1958 MSHA-11915
Meeting Date:	7-12-11
Total Fee:	
Date Received:*	5-26-11
Received By:	JS.

*This 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.


Paiute Reservation
Proposed Sheep Mountain Pkwy Realignment
Existing SMP alignment to remain
Sheep Mountain Pkwy Alignment to be Abandoned
Existing Streets
Previous Master Planned Streets to be Deleted
100-foot ROW
80-foot ROW
BRIGHTON PEAK LN.
LOG CABIN WY.
KYLE VILLAGE AVE.
TEEPEE LN.
KYLE CANYON
IRON MOUNTAIN RD.
IRON MOUNTAIN
Clark County
Redrock Conservation Area
SHAUMBER RD.
FAGAN CREST DR.
HUALAPAI WY.
FORT APACHE
EL CAPITAN
HORSE
GRAND CANYON
OSO BLANCA
SKY POINTE
RACEL
GRAND TETON
HUALAPAI
GILCREASE
Clark County
RECEIVED
MAY 26 2011
City of Las Vegas
Case :
Radius : Special
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GPA-41958
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GPA-41958 - APPLICANT/OWNER: CITY OF LAS VEGAS
SHEEP MOUNTAIN PARKWAY BETWEEN GRAND TETON DRIVE AND FORT APACHE ROAD

06/2/11



GPA-41958 - APPLICANT/OWNER: CITY OF LAS VEGAS
SHEEP MOUNTAIN PARKWAY BETWEEN GRAND TETON DRIVE AND FORT APACHE ROAD

06/2/11

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

May 25, 2011

Doug Rankin
Manager, Current Planning
Planning and Development
333 N. Rancho Drive
3rd Floor
Las Vegas, NV 89106

RE: MASTER PLAN OF STREETS & HIGHWAYS AMENDMENT – SHEEP MOUNTAIN PARKWAY

Dear Mr. Rankin:

Please accept this letter as justification to amend the City's Master Plan of Streets & Highways for the realignment of Sheep Mountain Parkway between Grand Teton Drive and Fort Apache Road as well as the removal of the prior roadway network in Kyle Canyon Gateway. The modification is needed to move the Sheep Mountain Parkway alignment back to the original southern alignment where right-of-way already exists. This change is due to the insolvency of the Kyle Canyon Gateway project which modified the alignment to the north. The current owner of the Kyle Canyon Development is not able to acquire the extra private property to provide for the North Alignment of Sheep Mountain Parkway. This amendment will also delete adopted Master Planned roadways that were within the previous Kyle Canyon Gateway project. This realignment of Sheep Mountain Parkway and the deletion of the prior roadway network has been coordinated with the owner of the Kyle Canyon Master Planned Community. Once the new development agreement has been approved, a new roadway network will be added to the Master Plan of Streets & Highways.

Please feel free to contact me at 229-6541 should you have any questions regarding our request.

Respectfully,

Randy L. Fultz, P.E., C.F.M.
Acting City Engineer
Public Works

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MAY 26 2011
City of Las Vegas

cc:
Jorge Cervantes, P.E. – Director, Public Works
Bart Anderson, P.E. – Project Manager, Public Works
Greg McDermott, P.E. - Project Manager, Public Works

GPA-41958

f:\#depot\engineering_planning\pavement management\master plans\master plan of streets & highways\northwest mpsh may 2011.docx

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

Descriptions:

1. Realign Sheep Mountain Parkway from Grand Teton Drive to Fort Apache Road. See map.
2. Delete Brighton Peak Lane from Sky Point Drive to Fort Apache Road.
3. Delete Teepee Lane from Iron Mountain Road to Brighton Peak Lane.
4. Delete Kyle Village Lane from Sky Point Drive to Teepee Lane.
5. Delete Iron Mountain Road from Kyle Canyon Road to Egan Crest Drive.
6. Delete Log Cabin Way from Teepee Lane to Fort Apache Road.
7. Delete Shaumber Road from Grand Teton Drive to Iron Mountain Road.
8. Delete Egan Crest Drive from Grand Teton Drive to Kyle Canyon Road.
9. Delete Hualapai Way from Grand Teton Drive to Oso Blanca Road.
10. Delete Kyle Heights Parkway from Hualapai Way to Grand Canyon Drive.

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MAY 26 2011
City of Las Vegas

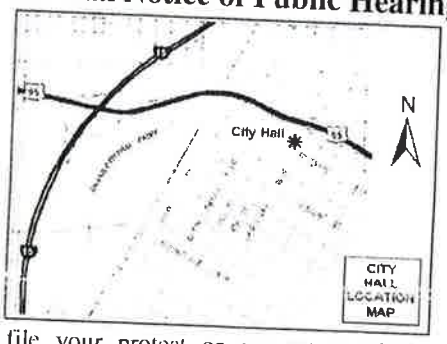
GPA-41958

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

PRESORTED FIRST CLASS

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0004279218 JUN 30 2011
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Return Service Requested
Official Notice of Public Hearing



OUR FAMILY MOVED TO THIS AREA TO GET AWAY FROM TRAFFIC!

J M S

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-41958

Planning Commission Meeting of 7/12/2011

12508124013 Case GPA-41958
SHULTZ JAN M & GLENDA F
9025 RENDON ST
LAS VEGAS NV 89143-5447

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JUL 12 2011

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p.1
(702)719-2475
Jul 10 11 11:05a Christina

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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.

GPA-41958

Planning Commission Meeting of 7/12/2011

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JUL 11 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

12504111043 Case: GPA-41958
MCCORMACK CHARLES D & CHRISTINA
10419 ERICAS EDEN ST
LAS VEGAS NV 89131-1507

2 of 2 pages

RECEIVED
JUL 11 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Application Information

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).

We attended the last meeting. We are more concerned about the area of Durango & Maryland which we were told was in the future. The problems we found with that are:
① Economy ② People in the area that have horses will not be able to ride out that way.
③ Mammoth bones found ④ The airforce uses that area to pass the value of our homes even more. ⑤ It will depreciate ⑥ Noise

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 Location

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

Public Hearing Information

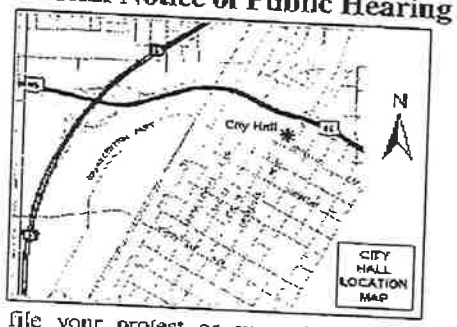
Meeting: Planning Commission
Date: July 12, 2011
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

282

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



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-41958

Planning Commission Meeting of 7/12/2011

12624212034 Case: GPA-41958
BOWLAND RUTHANN
6859 PIPIL ST
LAS VEGAS NV 89166-7011

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JUL 12 2011

Jul. 12. 2011 12:44PM No. 4304 P. 1

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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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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.

Yes I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-41958
Planning Commission Meeting of 7/12/2011

12505314046 Case: GPA-41958
MAIDA MARIA ANNA & MICHAEL
9824 FAST ELK ST
LAS VEGAS NV 89143-1163

29A

TO OPEN!! SEAL

(FAX)702 655 1356 07/12/2011 13:07 postnet P.001/001

CARWIN
ADVISORS

May 26, 2011

Bart Anderson, PE
Engineering Project Manager, Development Coordination
City of Las Vegas Department of Public Works
333 N. Rancho Drive, 7th Floor
Las Vegas, NV 89106

Subject: KAG Properties review of the proposed revision to the Masterplan of Streets and Highways

Gentlemen,

Carwin Advisors, as agent for KAG Properties, LLC and Wachovia Bank, has reviewed the proposed revision to the City's Masterplan of Streets and Highways dated May 26, 2011. This revision shows the proposed Sheep Mountain Parkway transversing the KAG property in a southwest to northeast manner. This alignment is consistent with our discussions with the City concerning revisions to the Development Agreement for this property. It is our understanding that the streets, internal to the KAG Properties Kyle Canyon masterplan, have been omitted from this revision until such time as we have completed our Traffic studies and the streets exact geometry and widths are known.

We are in concurrence with the proposed changes and have no objections to this revision to the Master Plan of Streets and Highways. Thank you for your continued cooperation in the re-entitlement of the Kyle Canyon masterplan.

Sincerely,

Michael D. Ross PE
Senior Director

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MAY 26 2011
City of Las Vegas

GPA-41958

City of Las Vegas Agenda Item No.: **17.**

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

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

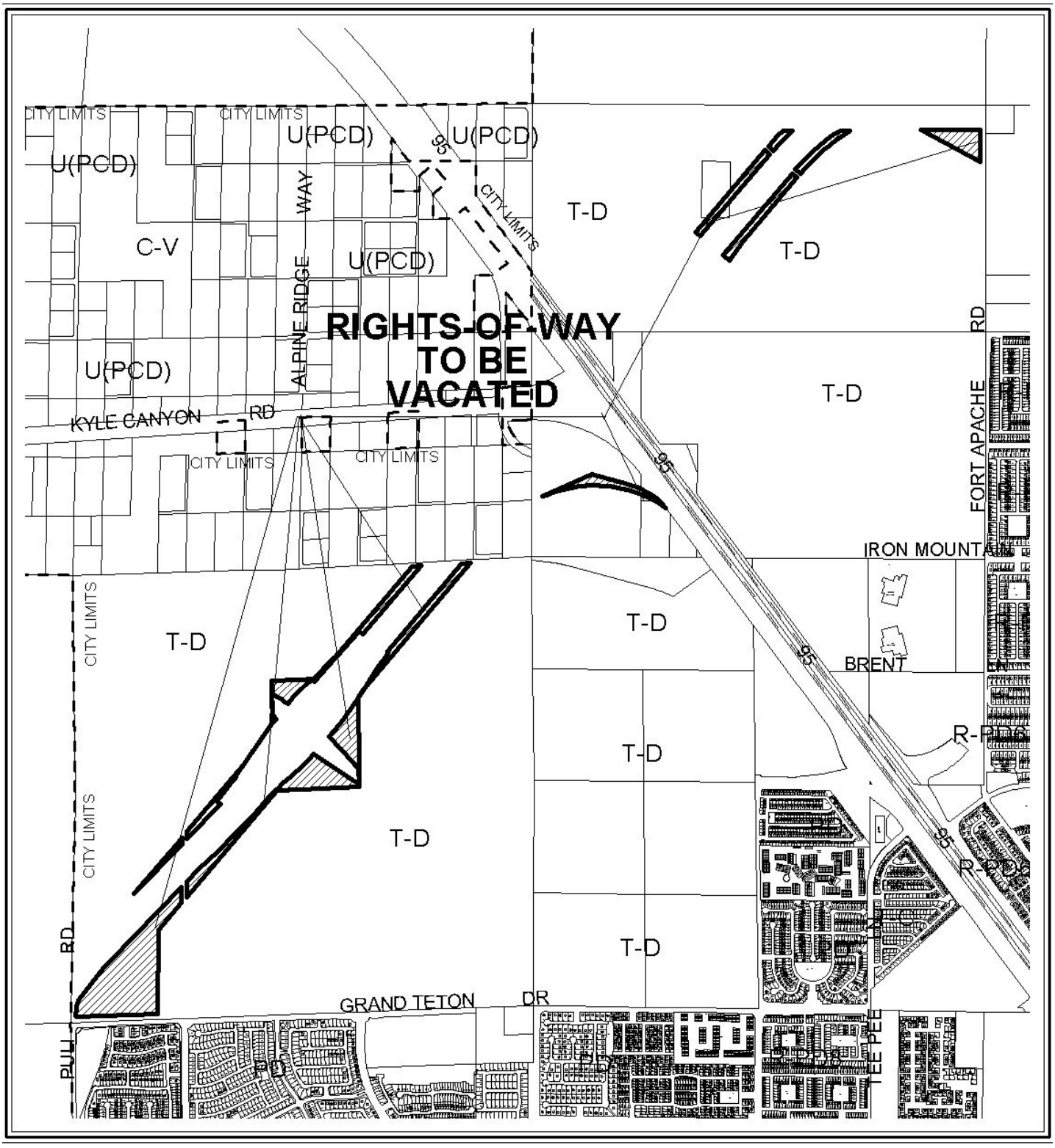
SUBJECT:
VAC-42250 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request for a Petition to Vacate portions of the Sheep Mountain Parkway right-of-way grant, Ward 6 (Ross). Staff recommends APPROVAL.

SETD ATE: 08/17/2011
C.C.: 09/07/2011

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

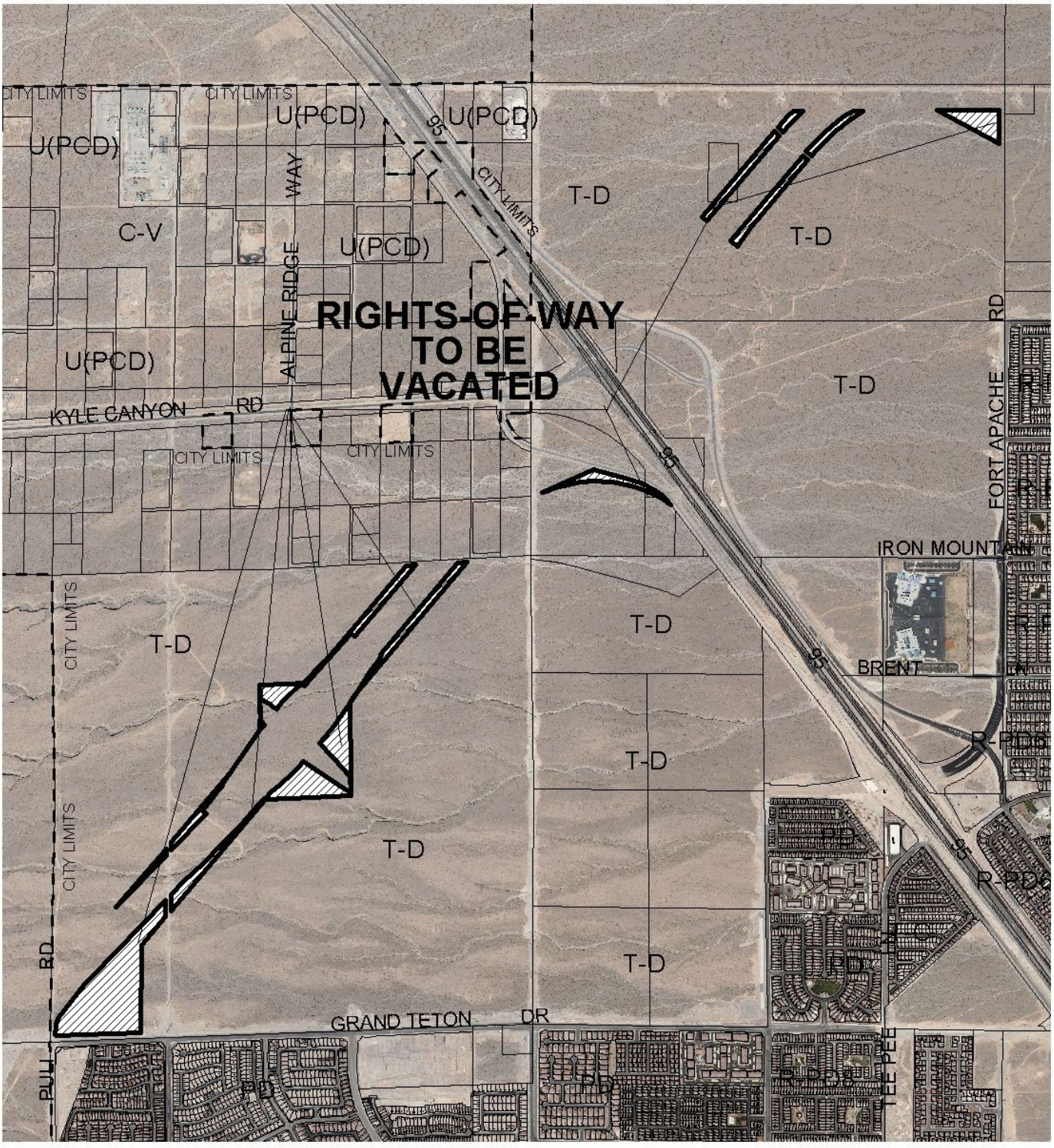
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo
5. Justification Letter



CASE: **VAC-42250**

0 3000 6000 Feet

N



CASE: **VAC-42250**

0 3000 6000 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: AUGUST 9, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAC-42250	Staff recommends APPROVAL, subject to conditions:	N/A

**** CONDITIONS ****

VAC-42250 CONDITIONS

1. The limits of this Petition of Vacation shall be defined as those portions of Bureau of Land Management (BLM) right-of-way grant serial number N-77772 running generally northeasterly/southwesterly lying between Grand Teton Drive and Moccasin Road that are outside of the rights-of-way to be granted with the Kyle Canyon Development Parent Final Map.

2. This Order of Vacation shall not record until after the Kyle Canyon Development Agreement Parent Final Map has recorded.

3. All existing public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of the Order of Relinquishment.

4. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress there from shall be provided if required.

5. All development shall be in conformance with code requirements and design standards of all City Departments.

6. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as

long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

7. If the Order of Vacation is not recorded within ten (10) years after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant proposes to vacate 50.13 acres of the Sheep Mountain Parkway right-of-way grant located between Grand Teton Drive and Fort Apache Road. These portions of the right-of-way grant are not needed under the proposed modifications to the Kyle Canyon Development Agreement. Staff recommends approval, as the proposed amended Development Agreement will stipulate conditions that the applicant must meet prior to the recordation of an Order of Vacation. If denied, the southern alignment of the Sheep Mountain Parkway would remain in its current configuration.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/01/04	The City Council approved a Resolution (R-176-2004) adopting guidelines for development within the Kyle Canyon Gateway area.
11/16/05	The City Council approved a request (GPA-9458) to amend the Land Use Element of the Las Vegas 2020 Master Plan to add the Traditional Neighborhood Development (TND) land use designation. The Planning Commission and staff recommended approval.
01/18/06	The City Council approved a request (GPA-9167) to amend a portion of the Centennial Hills Sector Plan of the General Plan to change land use designations from PCD (Planned Community Development), SC (Service Commercial) and PF (Public Facilities) to TND (Traditional Neighborhood Development) on 1,712 acres generally located north of Grand Teton Drive, between Puli Road and Fort Apache Road. The Planning Commission and staff recommended approval.
05/16/07	The City Council approved a request to amend the Master Plan of Streets and Highways (MSH-21013) to select the Northern Alternative Freeway/Expressway Alignment for Sheep Mountain Parkway and to remove the Southern Alternative Freeway/Expressway Alignment from the Master Plan of Streets and Highways. The Planning Commission and staff recommended approval.

05/16/07	The City Council approved a Development Agreement (DIR-21605) between Kyle Acquisition Group, LLC and the city of Las Vegas on 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road for the development of the Kyle Canyon Master Plan. The Planning Commission and staff recommended approval. In a related item, the City Council voted to approve a Parks Agreement between Kyle Acquisition Group, LLC and the city of Las Vegas. Staff recommended approval.
	The City Council approved a request for a Rezoning (ZON-20543) from U (Undeveloped) [TND (Traditional Neighborhood Development) General Plan Designation] and R-E (Residence Estates) to T-D (Traditional Development) on 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road. The Kyle Canyon Development Standards and Design Guidelines were approved as part of this action. The Planning Commission and staff recommended approval.
06/20/07	The City Council adopted Ordinance No. 5910, thereby adopting the Development Agreement between Kyle Acquisition Group, LLC and the city of Las Vegas.
08/08/07	The Development Agreement between Kyle Acquisition Group, LLC and the city of Las Vegas was recorded in the Office of the County Recorder. The approved Parks Agreement was recorded together with the Development Agreement. This is the Effective Date of the Development Agreement.
08/15/07	The City Council approved a Major Modification (MOD-22589) of the Kyle Canyon Development Standards and Design Guidelines to realign Iron Mountain Road between Hualapai and Grand Canyon Drive, and to add street cross sections. The Planning Commission and staff recommended approval.
02/06/08	The City Council approved a request (MSH-25695) to amend the Master Plan of Streets and Highways to rename Horse Drive west of Grand Canyon Drive to Kyle Heights Parkway; to realign a portion of the Iron Mountain Road alignment between Horse Drive and the Northern Beltway; to reclassify various streets as identified by the special design designations adopted as part of the Kyle Canyon Development Standards and Design Guidelines; and to add or remove various roadway segments. The Planning Commission and staff recommended approval.
	The City Council approved a Major Modification (MOD-25875) of the Kyle Canyon Development Standards and Design Guidelines to amend various street names and to clarify street cross section drawings within the Community. A subsequent Street Name Change application would be required prior to issuance of the first residential permit in the Community. The Planning Commission and staff recommended approval.

02/06/08	The City Council tabled a Petition to Vacate a BLM right-of-way grant generally located north of Grand Teton Drive, south of Moccasin Road, between Puli Road and Fort Apache Road (VAC-23811). The area to be vacated was the original alignment of Sheep Mountain Parkway. The Planning Commission and staff had recommended approval. The Petition cannot record until "Section 1 Land," "Providence Land," and "On-Property Land" are dedicated to the city for creation of the right-of-way for the northern alignment of Sheep Mountain Parkway, pursuant to Subsection 7.05(a)(v) of the Development Agreement.
09/17/08	The owner of property within the Kyle Canyon Master Plan area became noncompliant with the terms of the Kyle Canyon Development Agreement for failure to commence construction of Indian Hills Park prior to 09/13/08.
09/23/08	Wachovia Bank, National Association, acting as the managing creditor of 41 distinct creditors, foreclosed on the Kyle Canyon property. A new entity called KAG Property, LLC was formed to assume ownership of the Kyle Canyon property.
07/12/11	The Planning Commission abeyed a request for a General Plan Amendment (GPA-41958) to Amend the Master Plan of Streets and Highways to realign Sheep Mountain Parkway between Grand Drive and Fort Apache Road and delete master planned roadways within the Kyle Canyon Master Plan Area to the 08/09/11 Planning Commission meeting at the applicant's request.
08/09/11	The Planning Commission will hear a request for Director's Business (DIR-42266) regarding the amendment 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.

Most Recent Change of Ownership	
09/25/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits or business licenses related to this request.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A Neighborhood Meeting is not required, nor was one held.

Field Check	
06/30/11	During a field check staff observed multiple undeveloped parcels.

Details of Application Request	
Site Area	
Gross Acres	50.13

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Kyle Canyon Master Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
G-O (Gaming Enterprise Overlay) District	X		Y
T-D (Traditional Development) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

LEGAL DESCRIPTION

The subject property is legally described as the following:

This land describes a portion of a BLM right-of-way grant running generally northeasterly / southwesterly lying between Grand Teton Drive and Moccasin Road for Vacation purposes.
Vacations of portions of BLM right-of-way grant serial number 77772
Being those portions of BLM right-of-way grant N-77772 recorded August 9,2005 in Book 20050809 Instrument number 0004146 of Clark County, Nevada official records, lying within Section 12, Township 19 South, Range 59 East, and Section 6, Township 19 South, Range 60 East, M.D.M., City of Las Vegas, Clark County Nevada;
Excepting there from those areas of public right-of-way dedication as shown on the "Sheep Mountain Parkway Draft right-of-way exhibit" dated March 16, 2011, being more particularly delineated and offered for dedication on that subdivision plat on file in the Office of the County Recorder, Clark County Nevada in Book____ of plats, at Page____.
Further excepting therefrom any and all areas formerly offered for dedication as public right-of-way by separate document.

Note: Only those portions of BLM right-of-way grant serial number N 77772 described herein are to be vacated. No portion of public right-of-way coincident with said BLM right-of-way grant which has been formally offered for dedication and accepted by the governing body either by parcel map, plat book or separate document is included.

A draft right-of-way exhibit is based on the "Sheep Mountain Parkway draft right-of-way exhibit" dated March 16, 2011, incorporated as exhibit____of the first amendment and restatement to the development agreement between the City of Las Vegas and KAG Properties, LLC (Kyle Canyon Development Agreement), depicting a nominal minimum dedication width of 350 feet and additional dedication area at interchanges. The final planned areas to be vacated are subject to minor adjustment based on the final Sheep Mountain Parkway design; however the areas to be vacated in this vacation shall remain in substantial conformance with said draft right-of-way exhibit.

ANALYSIS

Portions of the right-of-way grant for Sheep Mountain Parkway will not be needed under the proposed Kyle Canyon Development Agreement. This request, if approved, would vacate those unused portions. Staff recommends approval, as the proposed Development Agreement will stipulate conditions that the applicant must meet prior to recordation.

The Department of Public Works presents the following information concerning this request to vacate certain public street rights-of-way.

A. Does this vacation request result in uniform or non-uniform right-of-way widths? *It will result in a uniform right-of-way width.*

B. From a traffic handling viewpoint will this vacation request result in a reduced traffic handling capability? *No, since the Sheep Mountain Parkway does not currently exist.*

C. Does it appear that the vacation request involves only excess right-of-way? *No. It has been determined that the existing footprint of the Sheep Mountain Parkway could be modified provided KAG Properties commit to certain obligations prior to recordation of this Petition of Vacation.*

D. Does this vacation request coincide with development plans of the adjacent parcels? *Yes, the Kyle Canyon Development Agreement.*

E. Does this vacation request eliminate public street access to any abutting parcel? *No.*

F. Does this vacation request result in a conflict with any existing City requirements? No.

G. Does the Department of Public Works have an objection to this vacation request? *No.*

NOTICES MAILED 3

APPROVALS 0

PROTESTS 0

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

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ROSANA G. COGLE
Appt. No. 99-27148-1
My Appt. Expires May 16, 2014

RECEIVED
JUN 23 2011
City of Las Vegas

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

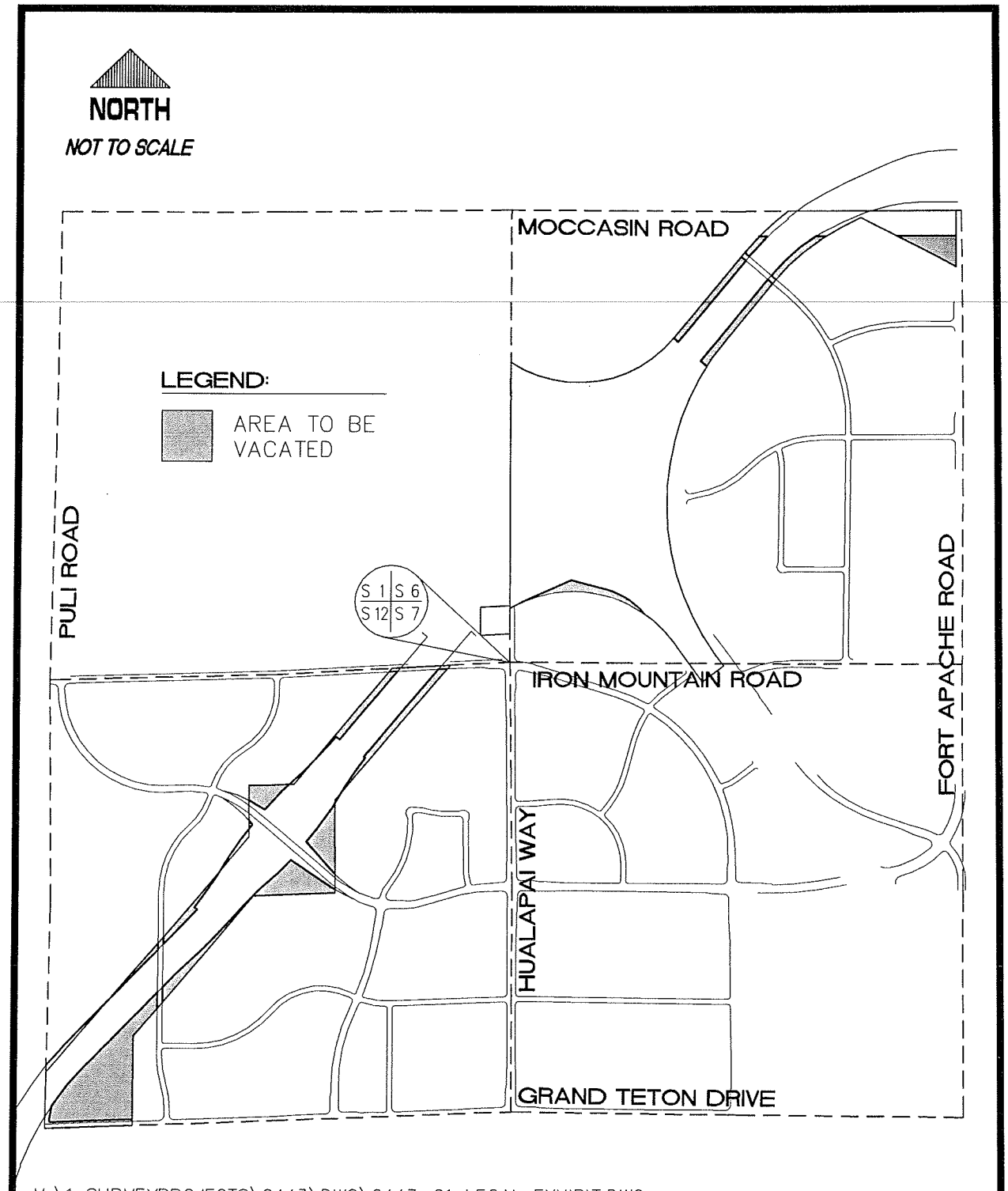
NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ROSANA G. COGLE
Appt. No. 96-27148-1
My Appt. Expires May 16, 2014

RECEIVED
JUN 23 2011
City of Las Vegas

FOR DEPARTMENT USE ONLY

Case #	VAC-42250
Meeting Date:	8/9/11
Total Fee:	
Date Received:*	6/23/11
Received By:	

*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.



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

DEPARTMENT OF PUBLIC WORKS SURVEY SECTION	BLM RIGHT-OF-WAY GRANT N-77772 VACATION
DATE: 06/22/2011 DRAWN BY: MK	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
SHEET: 1 OF 1	

RECEIVED
JUN 23 2011
City of Las Vegas

VAC-42250



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,

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

City of Las Vegas Agenda Item No.: **18.**

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

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

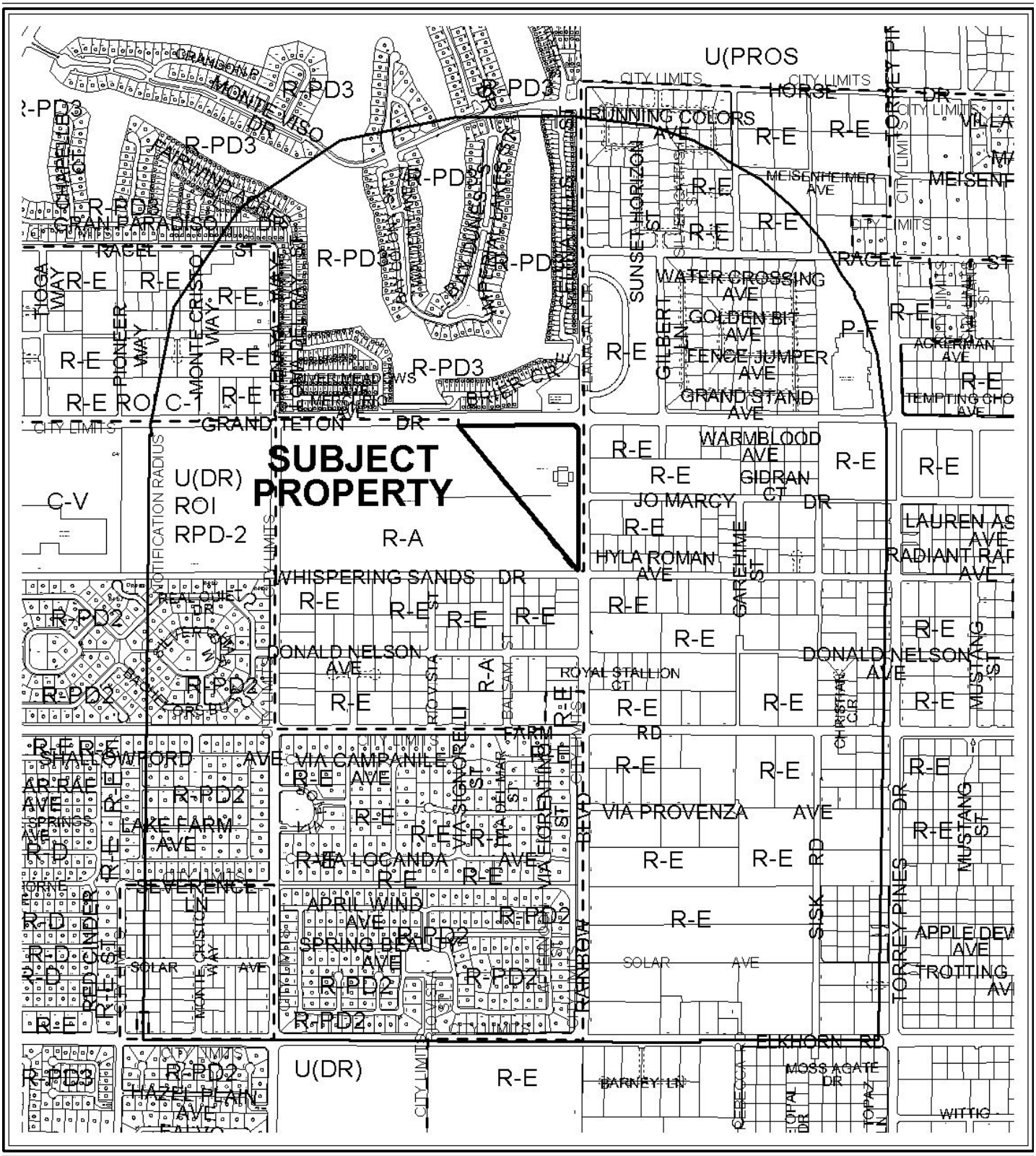
SUBJECT:
ABEYANCE - MOD-41437 - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT/OWNER: NEW VISTA RANCH, INC. - For possible action on a request for a Major Modification of a previously approved Rezoning (ZON-16580) TO AMEND THE MASTER DEVELOPMENT PLAN AND DEVELOPMENT STANDARDS on 15.05 acres at 7875 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:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**9**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

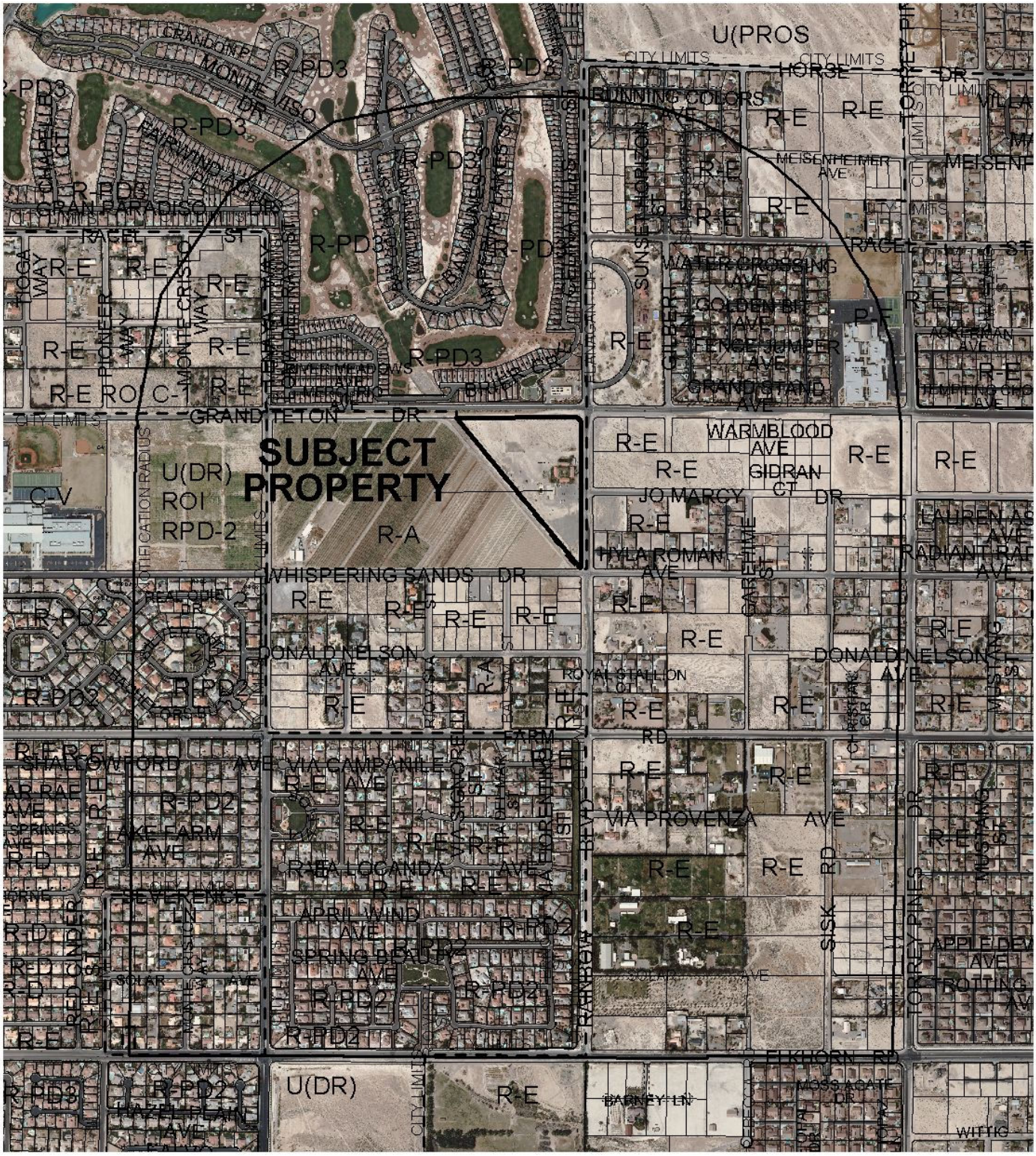
BACKUP DOCUMENTATION:
1. Location and Aerial Maps - MOD-41437, ROC-40981 and SDR-40980
2. Conditions and Staff Report - MOD-41437, ROC-40981 and SDR-40980
3. Supporting Documentation - MOD-41437, ROC-40981 and SDR-40980
4. Photos
5. New Vista Community Master Development Plan and Development Standards
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)



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

RADIUS: 2640 FT + SPECIAL

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: AUGUST 9, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: NEW VISTA RANCH, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
MOD-41437	Staff recommends APPROVAL	
ROC-40981	Staff recommends APPROVAL	
SDR-40980	Staff recommends APPROVAL, subject to conditions:	MOD-41437

** CONDITIONS **

ROC-40981 CONDITIONS

Department of Planning

1. Conditions of Approval Numbers 5, 7 and 9 are deleted.

SDR-40980 CONDITIONS

Department of Planning

1. Conformance to the Conditions of Rezoning (ZON-16580) except as amended herein, and approval of Major Modification (MOD-41437) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18. An Extension of Time may be filed for consideration by the City of Las Vegas.

YK

3. All development shall be in conformance with the building elevations, date stamped 05/25/11, the site plan date stamped 05/25/11 and landscape plans date stamped 06/13/11, except as amended by conditions herein.

4. All development will be in conformance with the Phase Plan, date stamped 06/20/11, except as amended by conditions herein.

5. The Multi-Use Trail along both Grand Teton Drive and Rainbow Boulevard shall be completed to conform to the 2020 Master Plan Transportation Trails Element as part of Phase 6 of the Phase Plan, date stamped 06/20/11.

6. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 06/13/11. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

7. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

8. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

9. 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. Installed landscaping shall not impede visibility of any traffic control device.

10. 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).

11. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

12. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

13. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. 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.

14. 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.

15. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning 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.

16. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

17. Dedicate an additional 10 feet of right-of-way for a total half-street width of 60 feet on Grand Teton Drive, an additional 10 feet for an right turn lane, and grant a traffic cord easement necessary to maintain any traffic appurtenances at the southwest corner of Grand Teton Drive and Rainbow Boulevard adjacent to this site prior to the issuance of any permits. Grant a Multi-use Trail easement for all portions of the multi-use trail that are outside of the public right-of-way. In addition, dedicate all rights-of-way required for a bus turnout on Rainbow Boulevard prior to the issuance of any permits unless otherwise allowed by the City Traffic Engineer.

18. Construct all incomplete half-street improvements, including appropriate transition paving and overpaving, on Grand Teton Drive and Rainbow Boulevard adjacent to this site concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. Installation of streetlights may be deferred provided that exterior street lighting shall be stubbed out for later use, including all necessary underground conduit and pull boxes at each streetlight location and the developer provide to the City such streetlights for the future installation. Alternatively, monies in lieu of such deferred streetlights, including bases, may be contributed to the City if allowed by the Department of Public Works. Coordinate with the Traffic Engineering Section of the Department of

Public Works regarding street lighting requirements prior to submittal of construction drawings. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete). The required improvements may be constructed in phases in accordance with the submitted phasing plan within the "New Vista Community Master Development Plan and Development Standards" as amended and summarized below:

Phase I: Build one new residential home and onsite medical office.

a. Utilize existing access to Rainbow Boulevard. No offsite improvements to Rainbow Boulevard except as noted in detail 2/A1a.
b. Construct underground utility connections to adjacent public utilities in Rainbow Boulevard.
c. Construct a non-standard multi-use trail on Rainbow Boulevard street frontage consisting of rough graded frontage for a depth of 25 feet, desert landscaping for a depth of 25 feet, and construct a 10 foot wide decomposed granite pathway per detail 2/A1a.

Phase II: Build four more residential homes.

a. Construct non-standard multi-use trail on Grand Teton Drive as noted in detail 2/A1a

Phase III: Build two more residential homes.

a. Construct Grand Teton Drive improvements per City of Las Vegas Standards except for sidewalk.
b. Construct onsite roadways to direct onsite vehicle circulation to the Grand Teton Drive access point.
c. Construct the fire truck access gate on Rainbow Boulevard to restrict access.

Phase IV: Build the two remaining residential homes.

Phase V: Construct the education and employment center building

a. Construct full off-sites on Rainbow Boulevard as per approvals obtained at that point in time.

Phase VI: Construction of the recreation center.

a. Construct Multi-Use Trail on all street frontages as per City of Las Vegas Standards.

Notwithstanding the above, pavement edge protection (i.e. curb and gutter) may be required to be constructed in advance of the phased schedule if so recommended in the approved Drainage Study.

19. Coordinate the construction of the median opening and any modification to the existing landscaping with Homeowner's Association of the property on the north side of Grand Teton who are responsible for the median landscaping maintenance per encroachment agreement L-ENCR #18787.

20. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the Las Vegas Middle Branch – Grand Teton Strom Drain project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

21. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

22. Site development to comply with all applicable conditions of approval for MOD-41437 and all other site-related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

This proposal reduces the scale of the previously approved project by 18,175 square feet, breaks the one large building into ten smaller structures and moves the primary two-story community center building closer to the Grand Teton Drive frontage. The project now has a campus-like environment rather than a commercial environment as previously designed. The uses will remain the same as previously approved. To accomplish these objectives, a Site Development Plan Review and a Modification application are required. Since the proposed plan reduces the overall impact the project will have on this rural residential area, staff supports these applications.

The applicant has also applied to have Conditions of Approval Numbers 5, 7, and 9 of Rezoning (ZON-16580) removed. Since all of staff's concerns can be addressed with the Site Development Plan Review application, staff supports the request. For these reasons, staff recommends approval of all three applications.

ISSUES

- The previously approved New Vista Development Standards document must be modified in order to allow the revised site plan to be considered.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/21/01	The City Council approved Annexation (A-0004-01(A) for 17,759 acres generally located southwest of Rainbow Boulevard and Grand Teton Drive. The Planning Commission and staff recommended approval.
02/07/2007	The City Council approved General Plan Amendment (GPA-16578), Rezoning (ZON-16580) and Site Development Plan Review (SDR-16581) for an assisted living facility on 15.05 acres at 7875 North Rainbow Boulevard. The Planning Commission recommended approval and staff recommended denial for all three applications.
03/04/09	The City Council approved an Extension of Time (EOT-32991) for Site Development Plan (SDR-16581) 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. Staff recommended approval.

YK

Most Recent Change of Ownership	
09/02/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
No pertinent building permits or business licenses are on file. Existing structures were present when the property was annexed into the City of Las Vegas.

Pre-Application Meeting	
12/06/10	Staff reviewed the proposal and determined that a Major Modification, Review of Conditions and a Site Development Plan Review (Major) application are required. Specifically discussed: • A phasing plan is required; • A revised Master Development Plan is required; • A Multi-use trail is required along both Grand Teton and Rainbow;

Neighborhood Meeting	
07/07/11	The applicant held a voluntary neighborhood meeting with the following in attendance: Nine members of the public, five members of the development team, one member of the Council Office, one member of Planning Concerns raised were: Height of the community center Location of the community center….request it be moved from Grand Teton to interior of site Roll up doors on the training facility are to commercial All construction traffic needs to use Grand Teton Finished grades of the pads might have a negative impact

Field Check	
03/03/2011	Staff visited the site and found several buildings along Rainbow Boulevard being used as a homeless shelter. The remaining property was undeveloped.

Details of Application Request	
Site Area	
Gross Acres	15.05
Net Acres	14.80

YK

Surrounding Property	*Existing Land Use*	*Planned Land Use*	*Existing Zoning*
Subject Property	Undeveloped	DR (Desert Rural Density Residential)	U (Undeveloped)
	Rescue Mission or Shelter for the Homeless		
North	Single-Family Residential	PCD (Planned Community Development)	R-PD3 (Residential Planned Development – 3 Units Per Acre)
South	Undeveloped	Clark County (RNP)	Clark County
East	Undeveloped	Clark County (RE) and (RNP)	Clark County
West	Orchard	Clark County (RE)	Clark County

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		
PD Planned Development District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Per City Council adopted New Vista Community Master Development Plan and Development Standards February 7, 2007 except as modified below.

Section	Approved Development Standards	Proposed 2011 Development Standards
3.6	Any change will be subject to a SDR review by City Council.	Any significant revision of the plans as initially approved shall be subject to a SDR review by City Council.

4.1	Building height limits detailed. Community Building Setbacks will be a minimum: Grand Teton Drive: 140' Rainbow Boulevard: 70' Gilcrease Orchard: 90' Craft Studio Setbacks will be a minimum: Grand Teton Drive: 20' Rainbow Boulevard: 70' Gilcrease Orchard: 60'	Building heights removed from this section and placed in Section 5.3 Community Building Setbacks will be a minimum: Grand Teton Drive: 100' Rainbow Boulevard: 200' Gilcrease Orchard: 150' Education/Employment Center Setbacks will be a minimum: Grand Teton Drive: 20' Rainbow Boulevard: 600' Gilcrease Orchard: 70'
4.1		Medical & Assisted Living Buildings: Grand Teton Drive: 300' Rainbow Boulevard: 50' Gilcrease Orchard: 70' All buildings to maintain a 15' separation from each other.
4.4	343 Parking Spaces will be provided Access off Rainbow will be gated and limited to emergency vehicles, existing ranch houses and for special events.	Per CC approved ZON-16580, 100 parking spaces will be provided. Access will be off of Rainbow during Phases I & II. Phase III all access will be off of Grand Teton. Rainbow will be gated and only used as crash gate for emergencies.
4.5	Signs shall have backlit illumination only	Signs, if illuminated shall not have exposed neon.
4.8	ZON-16580 Condition 9: Construct all incomplete half street improvements on Grand Teton Drive and Rainbow Boulevard adjacent to this site concurrent with development of site.	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	New Vista shall participate in any future SID as shall be required by the City of Las Vegas Public Works.	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	Proposes a 400' phasing line and a drainage structure on the west side of the site be constructed.	The drainage structure on the west side of the site has been completed and New Vista is proposing to tie on and off-site drainage into this storm water system subject to CLV and CCRFCD approvals.
5.3	Maximum building height shall be 35 feet. Maximum building height for buildings along Rainbow shall be 29 feet.	Maximum building height shall be 42 feet. Maximum building height for buildings along Rainbow shall be 24 feet.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Rainbow Boulevard	N/A	N/A	80	N/A
Grand Teton Drive	Parkway Arterial	Master Plan of Streets and Highways	120	Y

Landscaping and Open Space Standards		
Standards	***Required per SDR-16581***	***Proposed***
Buffer Trees:		
• North	25 Trees	18 Trees
• South	0 Trees	0 Trees
• East	38 Trees	51 Trees
• West	54 Trees	74 Trees
TOTAL PERIMETER TREES	**117 Trees**	**143 Trees**
LANDSCAPE BUFFER WIDTHS		
Min. Zone Width		
• North	5 Feet	5 Feet
• South	0 Feet	0 Feet
• East	5 Feet	4 Feet
• West	0 Feet	8 Feet

ANALYSIS

The applicant is requesting to modify a previously approved Master Development Plan Standards and Site Development Plan Review for the New Vista Assisted Care Campus at the southwest corner of Grand Teton Drive and Rainbow Boulevard. In order for these to be considered, Conditions of Approval Numbers 5, 7, and 9 from Site Development Plan Review (SDR-16580) must be removed. Since staff will have the opportunity to readdress these issues with the proposed Site Development Plan Review and Modification applications, staff supports the Review of Condition (ROC-40981) application request. The proposed modifications to the Development Standards document are outlined earlier in the report. Staff supports all the requested changes, as they will allow for a better project for the site.

The project will be reduced in scale by over 18,000 square feet. The approved large primary structure will be reduced in size by removing the residential component and replacing it with nine single-story structures, creating a campus environment. This design will allow the project to have a residential feel and look, thus blending better with the surrounding neighborhoods. The primary access to the project will remain off Grand Teton Drive.

One of the major changes proposed is building the project in six phases as opposed to all at once. These phases will start with the residential structures and end with the construction of the community center building. A medical building will also be constructed during Phase 1. The Education/Employment Center will be built in Phase 5 after all the residences have been constructed. No specific timeline has been provided for the overall development.

All of the proposed structures will be designed in the same Colorado Rockies style as previously approved. Each of the structures will also maintain a general residential character. Although the height of the proposed community center has increased, the overall impact will be less, since the scale of the building has been greatly reduced. The increased height will allow for a sloped roof line to keep the structure residential-like in appearance and to allow all the activities to take place as proposed. No new land uses are being proposed with these applications.

The new design will provide for enhanced landscaping in the form of 17 additional perimeter landscape trees. Each of the new buildings will have foundation landscaping and trees creating a lush desert environment for the residents and guests to enjoy. The landscape buffers have been increased overall from the previous approval. The north perimeter will have 5 - 15 foot wide landscape buffers and the east perimeter will have 4 - 24 foot wide buffers. The original design only had these perimeters with five foot landscape buffers. The western perimeter didn't have a specific landscape buffer width with the original plan. The proposed plan calls for a uniform eight-foot wide perimeter landscape buffer along the western perimeter adjacent to the recently completed flood control canal.

Parking was identified as an issue during the original approval process, with 343 spaces proposed. City Council placed a condition on the original site plan to limit the number of parking spaces to 100 for the entire project. The new proposal adheres to this requirement, but also provides an undeveloped parking area on the south end of the project for future spaces should parking become constrained as each phase is completed.

The Multi Use Transportation Trail will be installed along Rainbow Boulevard during Phase I and along Grand Teton Drive during Phase II with decomposed granite. During Phase 6, the entire length of the Multi Use Transportation Trail fronting the project will be completed to the 2020 Master Plan Transportation Trail Element standards.

Overall, the project is an improvement over the previously approved site plan. All of the community's original concerns are now addressed, additional landscaping is being provided and the scale of the project has been reduced to better reflect the character of the area. For these reasons, staff recommends approval of all three applications.

FINDINGS (SDR-40980)

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The nine, one-story residential buildings on a campus-like setting is a compatible fit for the area. The two-story multi-purpose community center has been moved closer to the Grand Teton frontage with a new one-story educational/employment center anchoring the northwest portion of the parcel. A small medical building is located among the residential structures. The overall project has been reduced by 18,175 square feet and is compatible with development in the area.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The project is consistent with the New Vista Community Master Development Plan and Development Standards as modified.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

The site gains primary access from Grand Teton Drive, a 120-foot Parkway Arterial, after completion of Phase 6. This street will provide adequate access to and from the proposed development. A second point of ingress/egress is provided from Rainbow Boulevard up until Phase 5, after which this driveway will be for emergency access only.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building materials will include stucco and stone. These materials are appropriate for the area and the City of Las Vegas. Landscape materials will include trees and shrubs that meet City of Las Vegas requirements.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   Building elevations show the one-story structures with a maximum height of 24 feet with the community center being 42 feet high. The architectural design is intended to be reminiscent of the "Colorado Rockies" area. The design of the project will be aesthetically pleasing for the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development would not endanger the public health or the general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 1,241

APPROVALS 6

PROTESTS 9

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: X Kelly DeGuzman

Print Name: KELLY DEGUZMAN, CEO

Subscribed and sworn before me

This 23rd day of March, 2011

Aleva L. H. Walker

Notary Public in and for said County and State

ALEVA L. H. WALKER
Notary Public State of Nevada
No. 06-107463-1
My Appt. Exp. July 5, 2014

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APR 13 2011

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 876-4863 **Fax:** 796-7181 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.

Aleva L. H. Walker

Notary Public in and for said County and State

ALEVA L. H. WALKER
Notary Public State of Nevada
No. 06-107463-1
My Appt. Exp. July 5, 2014

Revised 10/27/08

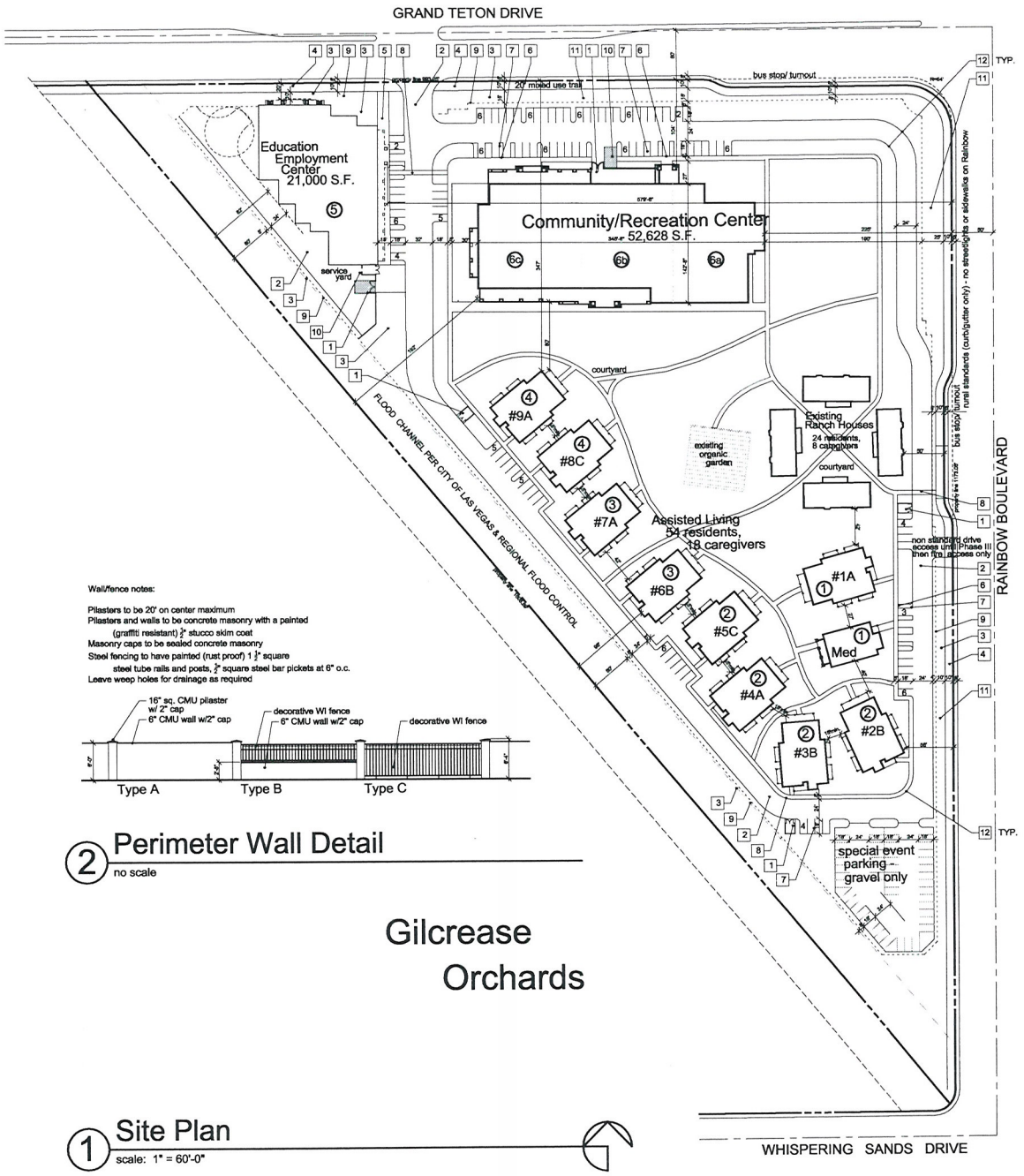
FOR DEPARTMENT USE ONLY

Case #	MOD-41437
Meeting Date:	5/18/11
Total Fee:	$1,000
Date Received:*	4/13/11
Received By:	BJS

*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

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Wall/fence notes:

Pilasters to be 20' on center maximum
Pilasters and walls to be concrete masonry with a painted (graffiti resistant) $\frac{1}{2}$" stucco skim coat
Masonry caps to be sealed concrete masonry
Steel fencing to have painted (rust proof) 1 $\frac{1}{2}$" square steel tube rails and posts, $\frac{3}{4}$" square steel bar pickets at 6" o.c.
Leave weep holes for drainage as required

2 Perimeter Wall Detail
no scale

1 Site Plan
scale: 1" = 60'-0"

Gilcrease Orchards

project data

EXISTING ZONING:	GP-L/PD ZONING
REQUIRED ZONING:	GP-L/PD ZONING
EXISTING USE:	RESIDENTIAL HOUSING
PROPOSED USE:	ASSISTED LIVING/ COMMUNITY RECREATIONAL CENTER EDUCATIONAL EMPLOYMENT CENTER

AREA SUMMARY:

	AREA
ASSITED LIVING APARTMENTS:	36,830 S.F.
MEDICAL FACILITY:	
EXISTING RESIDENTIAL HOUSING:	
COMMUNITY REC. CENTER:	52,628 S.F.
EDUCATION EMPLOYMENT CENTER	21,000 S.F.
TOTAL BUILDING AREA:	122,557 S.F.

PARKING SUMMARY:

	FACTOR	PKG. REQ.
ASSITED LIVING APARTMENTS:	1/UNIT+1 GUEST/5 UNITS	11
EXISTING RESIDENTIAL HOUSING:	2/UNIT	8
COMMUNITY REC. CENTER:	1/200 GFA	264
EDUCATION EMPLOYMENT CENTER	1/250 GFA	84
TOTAL PARKING REQUIRED:		367

PARKING PROVIDED:	100 STANDARD SPACES (PER CITY OF LAS VEGAS CONDITIONS OF APPROVAL)
TOTAL SITE AREA:	655,314 S.F. (15.05 A.C.) - net 775,989 S.F. (17.81 A.C.) - gross
F.A.R. (FLOOR AREA RATIO):	15.8 %
DENSITY:	5.2 RESIDENTS/ACRE 0.87 UNITS/ACRE
APN#: 125-155-01-002	

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keynotes

#	description
1	6'-0" HIGH CONCRETE BLOCK TRASH ENCLOSURE w/ PAIR OF STEEL TUBE GATES w/ STAMPED METAL BACKING & LIFT PIN LOCK/LATCH
2	2" A.C. PAVING
3	LANDSCAPED AREA
4	MULTIUSE TRANSPORTATION TRAIL
5	4" CONCRETE SIDEWALK W/ROCKSALT FINISH
6	FLUSH OUT SIDEWALK WITH PAVING FOR HANDICAP ACCESS
7	HANDICAP ACCESS AISLE
8	HANDICAP ACCESSIBLE ROUTE
9	DECO 6' CMU/METAL FENCE/WALL - SEE 2/A1
10	15' x 25' LOADING ZONE
11	INTENSE LANDSCAPE BUFFER
12	28' INSIDE, 52' OUTSIDE DRIVE RADII

City of Las Vegas

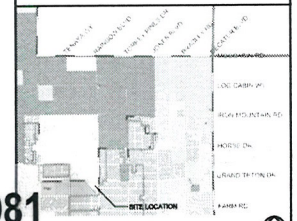
CENTENNIAL HILLS
Interlocal Land Use Plan

City Land Use Categories



County Land Use Categories





MOD-41437 ROC-40981
SDR-40980 REVISED

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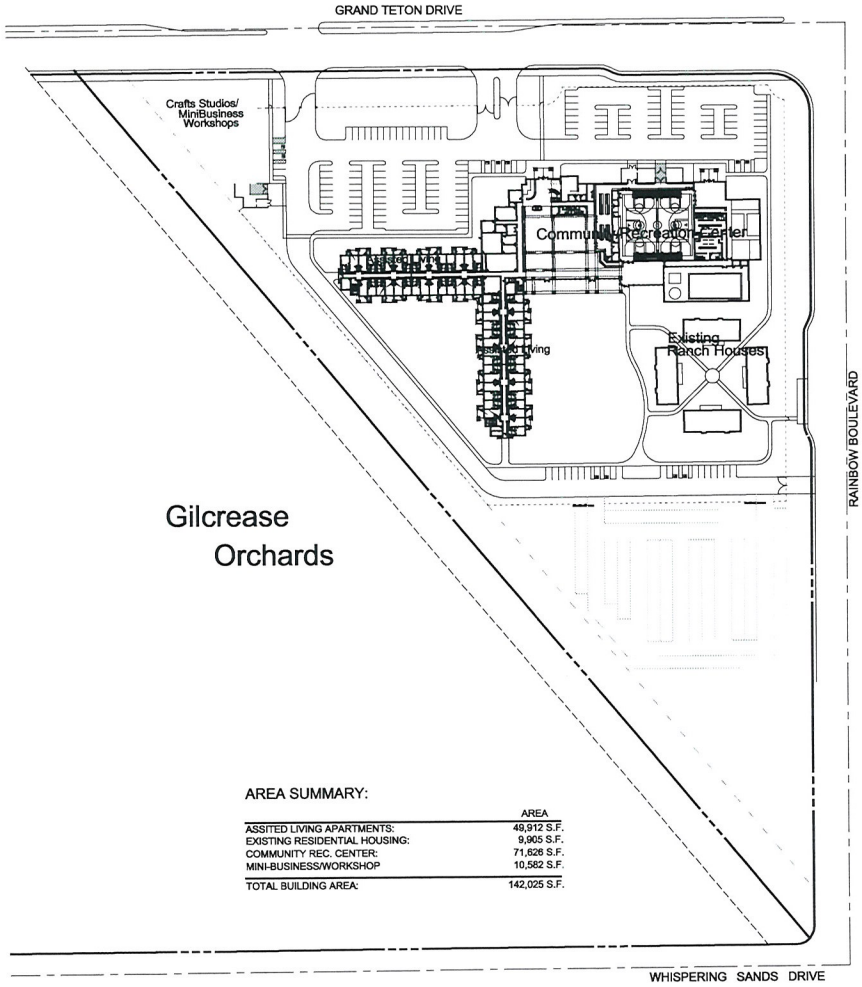
revisions	
date	description

jdB architect
John David Burke, Architect, 3471 West Oquendo Road, #201, Las Vegas, NV 89118 (702)979-4883, jburke@jdbarchitect.com

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

date	5/24/11
proj. no.	2010-49
drwn. by	
ckkd. by	

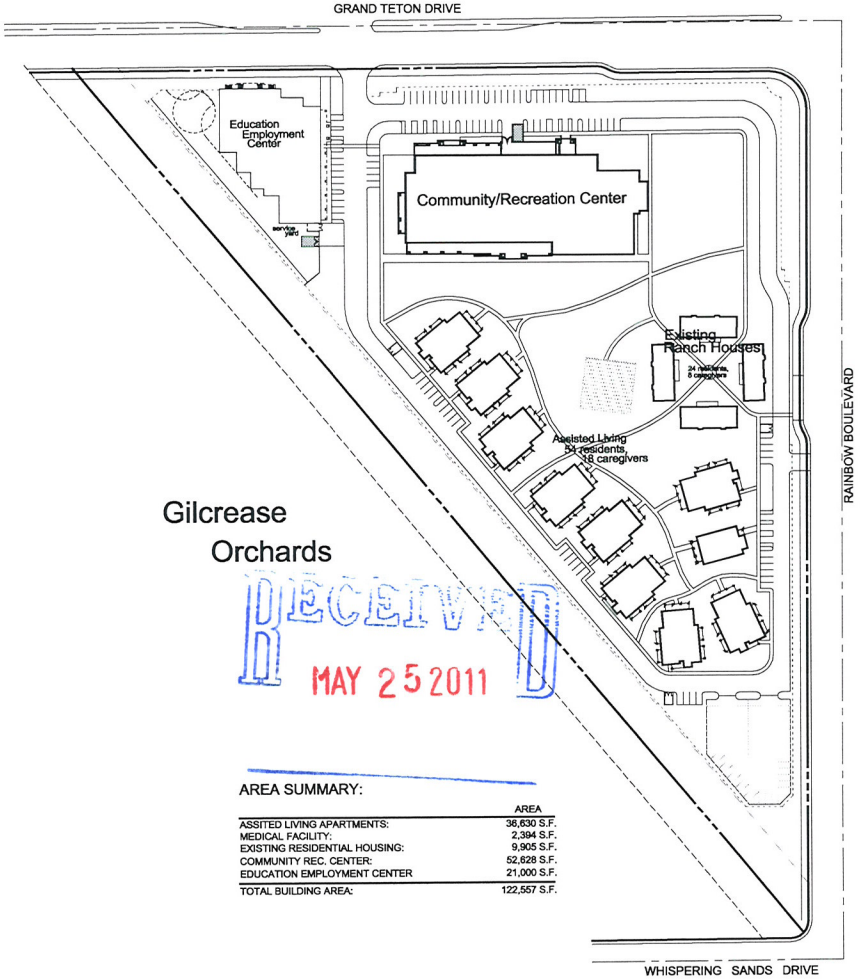
sheet no. A1



AREA SUMMARY:

	AREA
ASSITED LIVING APARTMENTS:	49,912 S.F.
EXISTING RESIDENTIAL HOUSING:	9,905 S.F.
COMMUNITY REC. CENTER:	71,626 S.F.
MINI-BUSINESS/WORKSHOP	10,582 S.F.
TOTAL BUILDING AREA:	142,025 S.F.

2 Site Plan (previously approved)
no scale



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MAY 25 2011

AREA SUMMARY:

	AREA
ASSITED LIVING APARTMENTS:	36,630 S.F.
MEDICAL FACILITY:	2,394 S.F.
EXISTING RESIDENTIAL HOUSING:	9,905 S.F.
COMMUNITY REC. CENTER:	52,628 S.F.
EDUCATION EMPLOYMENT CENTER	21,000 S.F.
TOTAL BUILDING AREA:	122,557 S.F.

1 Site Plan (proposed)
no scale

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SDR-40980 REVISED

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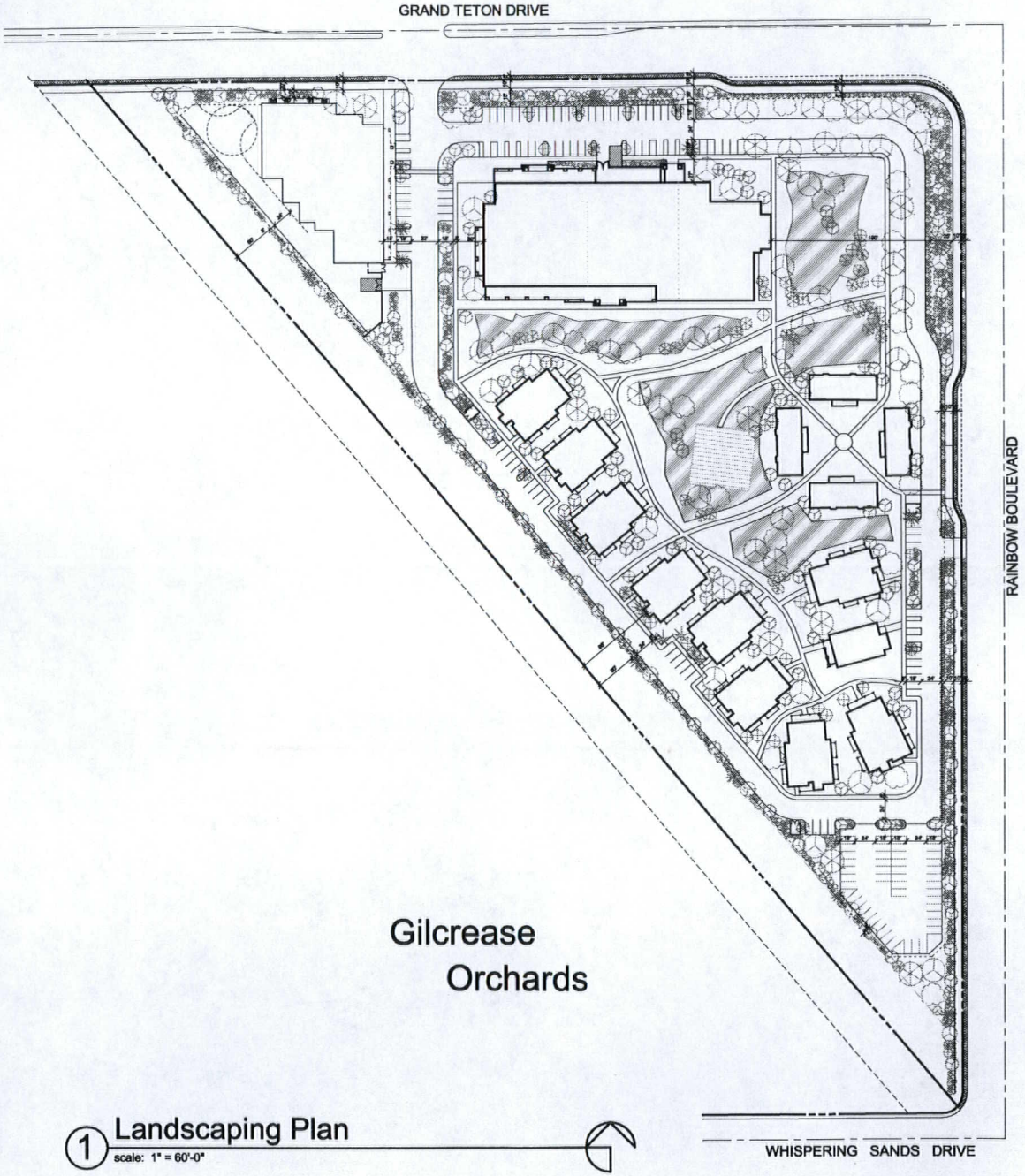
revisions
description
date

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

date	5/24/11
proj. no.	2010-49
drwn. by	
chkd. by	

sheet no. A1b



1 Landscaping Plan
scale: 1" = 60'-0"

landscape legend

SYMBOL	LARGE TREES	TYPE	SIZE
	SHADEMASTER HONEY LOCUST Gleditsia	LARGE DECIDUOUS	24" box
	MEXICAN PALO VERDE Parkinsonia	MEDIUM EVERGREEN	15 gallon
	CHITALPA	LARGE DECIDUOUS	24" box
	MESQUITE Prosopis	LARGE EVERGREEN	24" box
	CALIFORNIA PEPPER Schinus	MEDIUM EVERGREEN	15 gallon
	BLUE PALO VERDE Cercidium floridum	MEDIUM EVERGREEN	24" box
	SWEET ACACIA Acacia smalii	MEDIUM EVERGREEN	24" box
	SHOESTRING ACACIA Acacia Stenophylla	MEDIUM EVERGREEN	15 gallon
	CHASTE TREE Vitex	MEDIUM EVERGREEN	15 gallon
	AFRICAN SUMAC Rhus lancea	MEDIUM EVERGREEN	24" BOX

SYMBOL	SHRUBS	SIZE
	EVERGREEN EUONYMOUS Euonymous japonica	5 GAL
	COMMON WINTER CREEPER Euonymous fortunei	5 GAL
	TEXAS RANGER Leucophyllum Frutescens	5 GAL
	FEATHERY CASSIAS Cassia artemisioides	5 GAL

SYMBOL	GROUND COVER	
	MEXICAN PRIMROSE Oenothera berlandieri	1 GAL @ 18" o.c.a.w.
	HYBRID GAZANIA Gazania hybridus	1 GAL @ 18" o.c.a.w.
	DWARF COYOTE BRUSH Baccharis pilularis 'Centennial'	1 GAL @ 18" o.c.a.w.
	Native Desertscape	

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

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SDR-40980 REVISED

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date description

jdB architect
John David Burke, Architect, 9471 West Oquendo Road, #101, Las Vegas, NV 89118 (702)870-4565, jburke@cfwnet.com

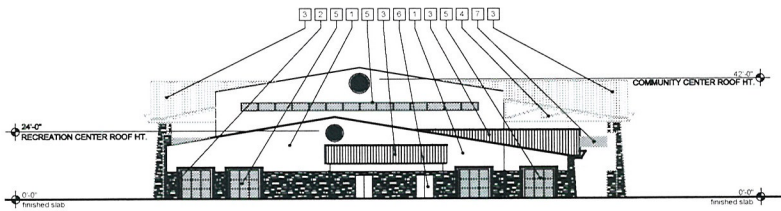
New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

date	06/11
proj. no.	2010-48
drwn. by	
chkd. by	

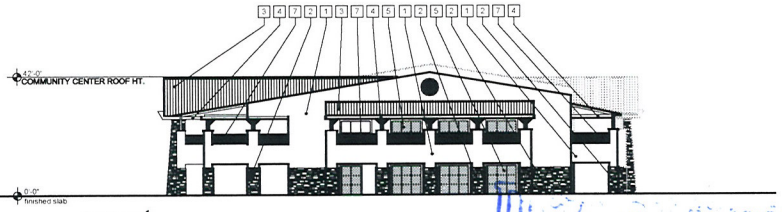
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keynotes

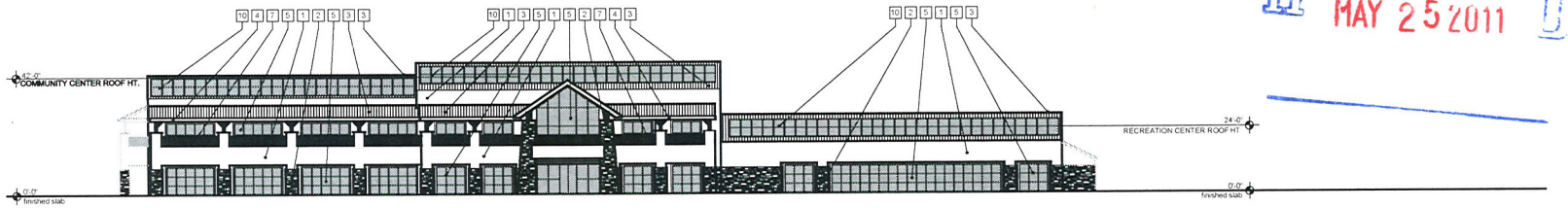
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3	STANDING SEAM METAL ROOF
4	TIMBER TRUSS
5	ALUMINUM STOREFRONT
6	HOLLOW METAL DOOR
7	WOOD RAILING
8	SIGNAGE - BY OTHERS
9	PAIR OF STEEL TUBE GATES WITH STAMPED METAL BACKING AND LIFT PIN LOCK/LATCH
10	PHOTOVOLTAIC ARRAY



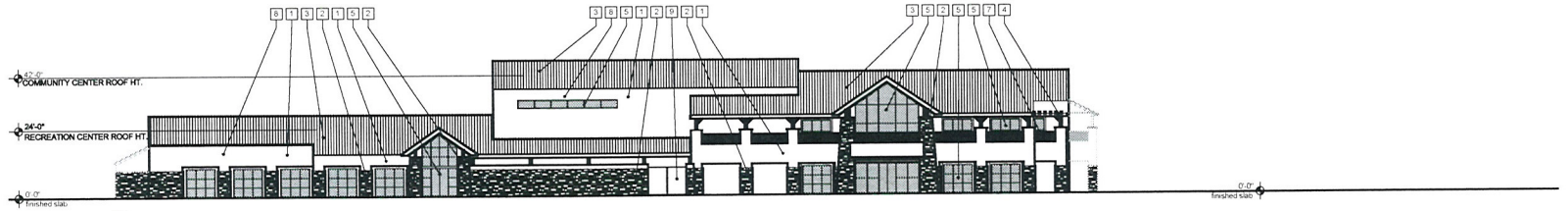
east



west



south



north

conceptual elevations

1

SCALE: 1" = 20'-0"

Community/Recreation Center

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jdB architect

John David Burke Architect 3471 West Oquendo Road #201 Las Vegas NV 89118 (702) 875-4883 jburke@jdbarchitect.com

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

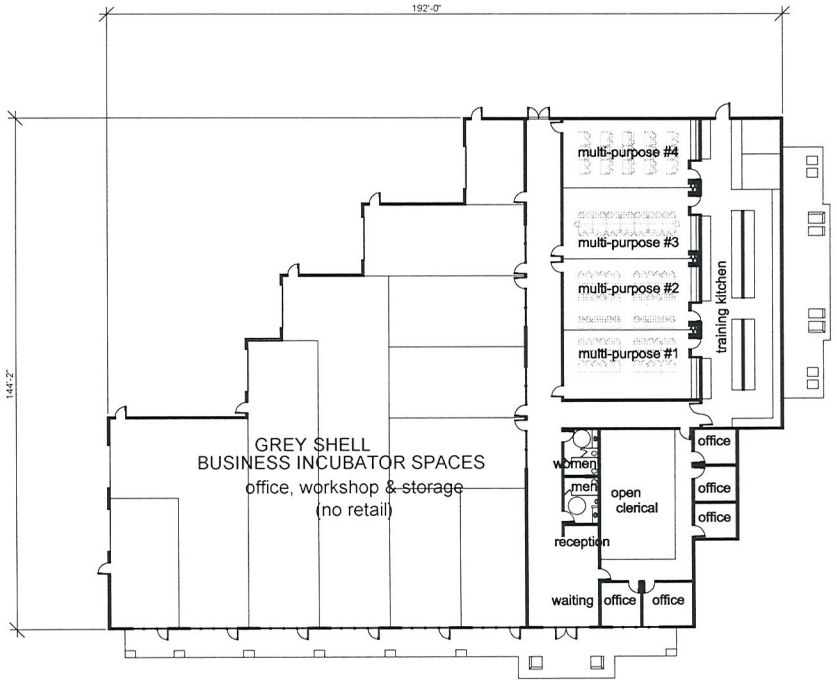
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sheet no. A4

MOD-41437 ROC-40981
SDR-40980 REVISED

keynotes

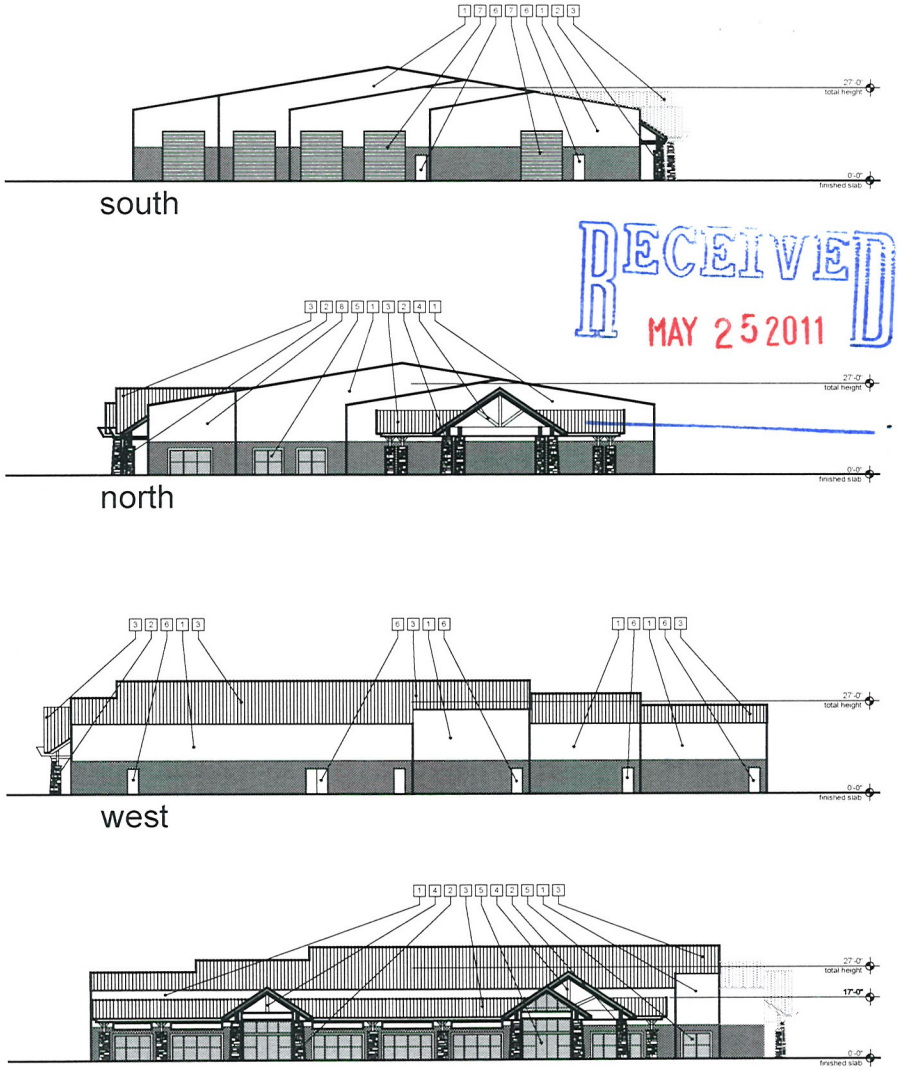
#	description
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2	STONE VENEER
3	STANDING SEAM METAL ROOF
4	TIMBER TRUSS
5	ALUMINUM STOREFRONT
6	HOLLOW METAL DOOR
7	ROLL-UP DOOR
8	SIGNAGE - BY OTHERS



2 **floor plan** employment & educational Center

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

21,000 s.f.



1 **elevations**

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

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jdB architect

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

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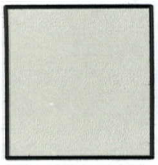
COLOR/MATERIALS BOARD



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



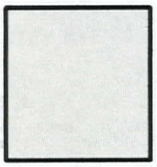
(F) storefront framing:
ab-4 medium bronze



(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
'Bitteroot'



(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'

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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

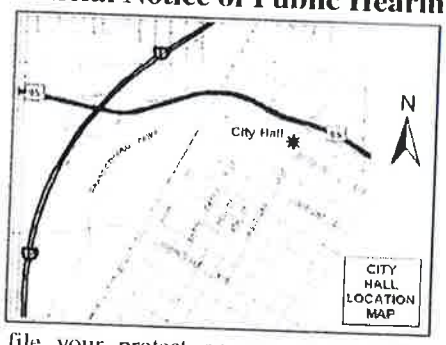
06/2/11



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

06/2/11

Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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MOD-41437

Planning Commission Meeting of 7/12/2011

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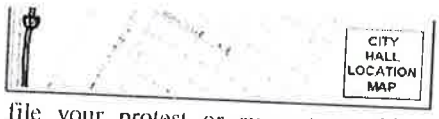
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JUL 11 2011

12510812116 Case: MOD-41437
KAWAKAMI CHRISTOPHER T & PAUL M
7140 RIVER MEADOWS AVE
LAS VEGAS NV 89131-4315

3DP

89131



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MOD-41437

Planning Commission Meeting of 7/12/2011

JUL 12 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

12515712002 Case: MOD-41437
VARGAS JOSE G
6813 VIA LOCANDA AVE
LAS VEGAS NV 89131-0127

3DP

89131



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Planning Commission Meeting of 7/12/2011

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JUL 12 2011

12515711007 Case: MOD-41437
MAGUINESS THOMAS S & ELIZABETH
7504 VIA SIGNORELLI
LAS VEGAS NV 89131-0125

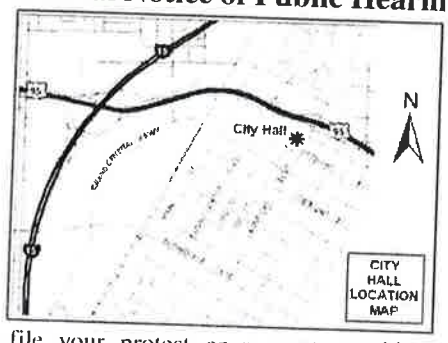
3DP

89131

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.

MOD-41437

Planning Commission Meeting of 7/12/2011

12515212026 Case: MOD-41437
GOURLEY R VAUGHN & KAROL
7331 REAL QUIET DR
LAS VEGAS NV 89131-4133

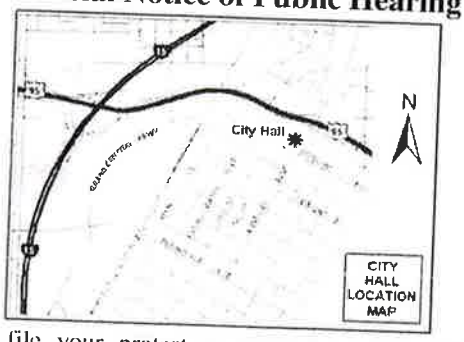
30 P

89131 DRDFN11 89131

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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MOD-41437

Planning Commission Meeting of 7/12/2011

12514105012 Case: MOD-41437
VICCHIULLO MARIO A JR & DONNA M
6580 WHISPERING SANDS DR
LAS VEGAS NV 89131-2220

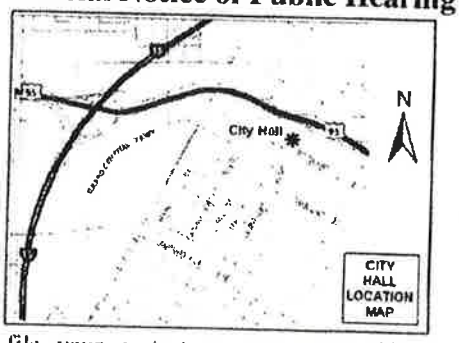
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89131 DRDFN11 89131

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





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.

MOD-41437

Planning Commission Meeting of 7/12/2011

Case: MOD-41437

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

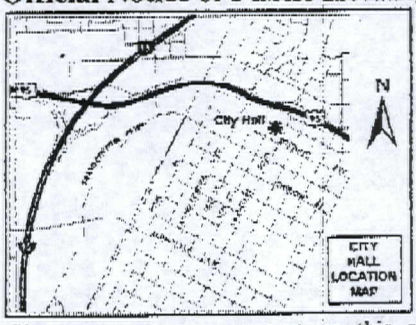
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City of Las Vegas
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Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106



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Case: MOD-41437

12514202007
BAJA 102 TRUST
6575 WHISPERING SANDS DR
LAS VEGAS NV 89131-2221

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437

Planning Commission Meeting of 7/12/2011

89 DRDFM11 89131

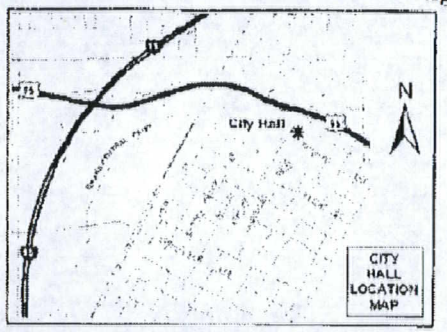
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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437

Planning Commission Meeting of 7/12/2011

Case: MOD-41437

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

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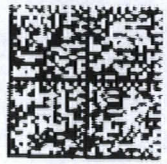
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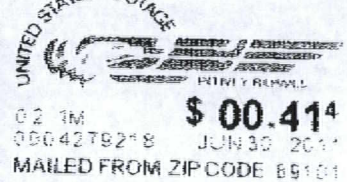
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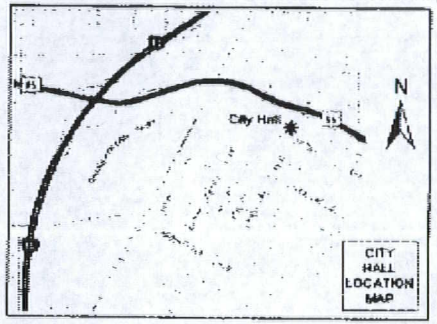
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Department of Planning
Development Services Center
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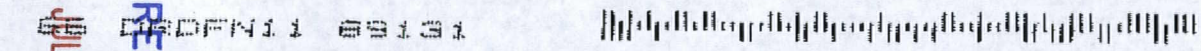
☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437

Planning Commission Meeting of 7/12/2011

Case: MOD-41437
12515402005
MCCALLA ROBERT D & TAMARA M
7355 SEVERANCE LN
LAS VEGAS NV 89131-3326



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PLANNING

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Development Services Center
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Las Vegas, Nevada 89106

UNITED STATES POSTAGE PITNEY BOWES
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MAILED FROM ZIPCODE 89101

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Please use available blank space on card for your comments.

MOD-41437

Planning Commission Meeting of 7/12/2011

12510714014 Case: MOD-41437
HUFFMAN KURT TRUST
P O BOX 751450
LAS VEGAS NV 89136-1450

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JUL 11 2011

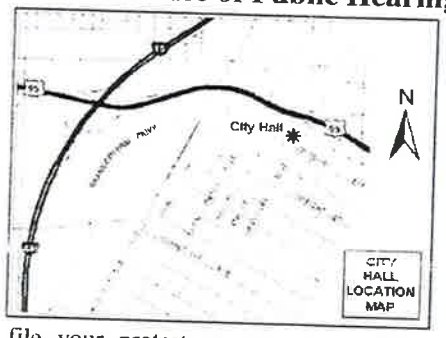
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Jul 11 2011 10:22 RESULTS TECH 1 913-928-8200 p.2

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437

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12515810050 Case: MOD-41437
CARDWELL-LUETKEMEYER LIVING TR
6896 KELP LEDGE CT
LAS VEGAS NV 89131-0122

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66 DRDFN11 89131

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437

Planning Commission Meeting of 7/12/2011

PLANNING & DEVELOPMENT

12510818008 Case: MOD-41437
MOWAT CHARLES W & SUZANNE J
8113 BAY COLONY ST
LAS VEGAS NV 89131-6707

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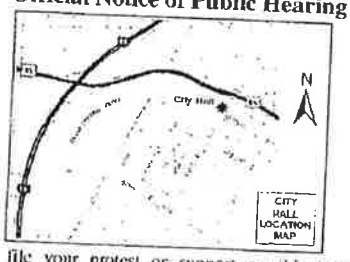
66 DRDFN11 89131

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DEVELOPMENT

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.

MOD-41437

Planning Commission Meeting of 7/12/2011

12515211022 Case: MOD-41437
TRIPP JAMES R & CONNIE J
7222 SILVER CHARM CT
LAS VEGAS NV 89131-4129

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JUL 06 2011

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

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MAILED FROM ZIP CODE 89101

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-41437

Planning Commission Meeting of 7/12/2011

Case: MOD-41437

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

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City of Las Vegas
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Development Services Center
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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.

MOD-41437

Planning Commission Meeting of 7/12/2011

Case: MOD-41437

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

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JUL 11 2011

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City of Las Vegas Agenda Item No.: **19.**

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

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

SUBJECT:
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.

C.C. 09/07/2011

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**8**	**Planning Commission Mtg.**	**9**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Photos – ROC-40981 and SDR-40982
4. City Council Approval Letter for ZON-16580
5. City Council Approval Letter for SDR-16581
6. Protest/Support Postcards - ROC-40981 and SDR-40982

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: **ROC-40981** APN: 125-15-501-002

Name of Property Owner: NEW VISTA RANCH INC

Name of Applicant: " " "

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: X Kelly D Guzman

Print Name: KELLY DEGUZMAN, CEO

Subscribed and sworn before me

This 15 day of February, 2011

Sally Marcus

Notary Public in and for said County and State

SALLY MARCUS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 05-05-2013
Certificate No: 97-1845-1

Revised 11-14-06

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

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FEB 16 2011

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 WAIVER OF CONDITION

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:** 876-4863 (792-7000) **Fax:** 876-9355 (796-7181)

City LAS VEGAS **State** NV **Zip** 89113/89118

E-mail Address INFO@KCNVLAW.COM/JBURKE@JBURKEARCHITECT.COM

Property Owner Signature* X 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.

Aleva L. H. Walker

Notary Public in and for said County and State

ALEVA L. H. WALKER
Notary Public State of Nevada
No. 06-107463-1
My Appt. Exp. July 5, 2014

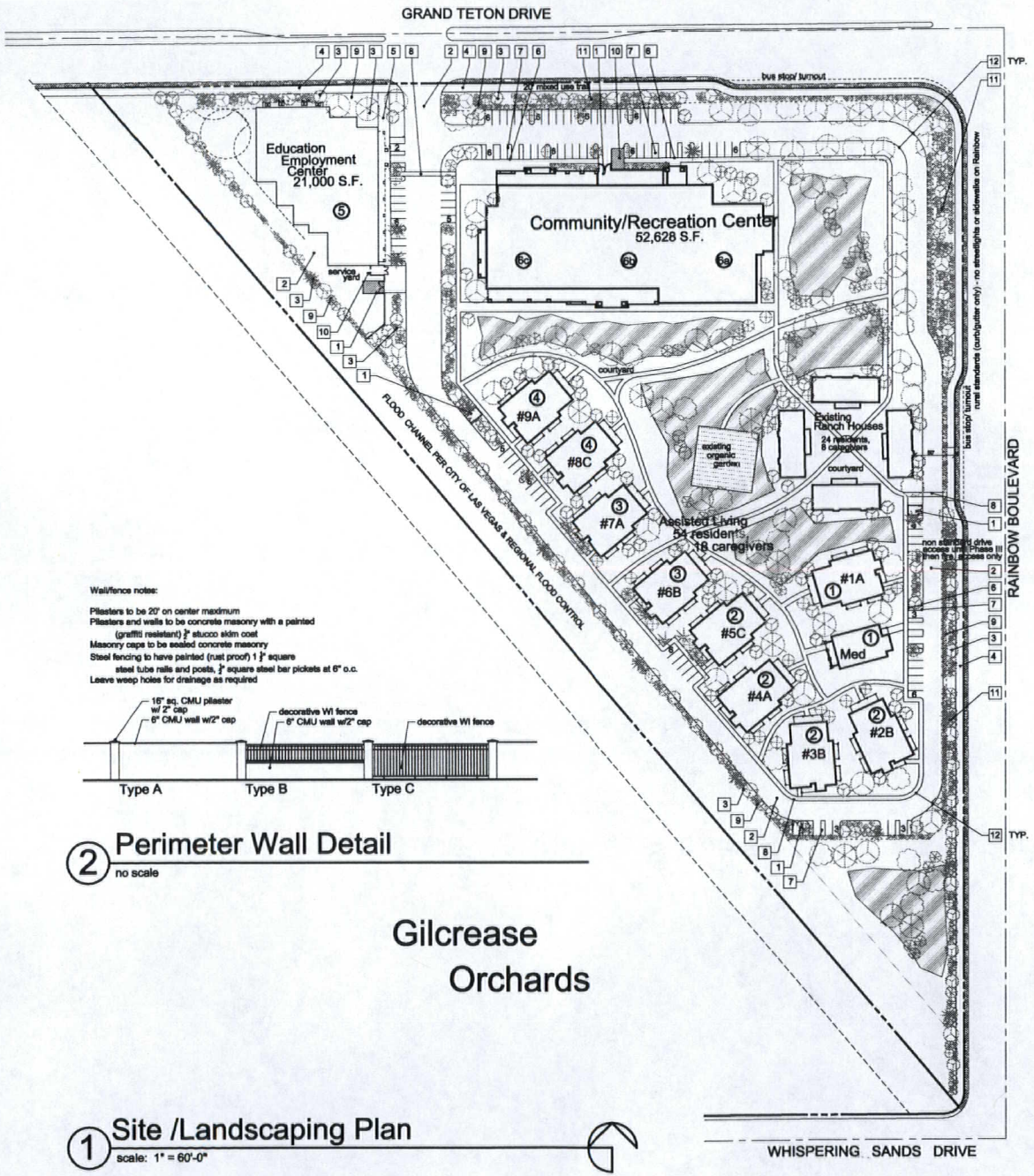
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ROC - 70981
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

*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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Wall/fence notes:

Pilasters to be 20' on center maximum
Pilasters and walls to be concrete masonry with a painted (graffiti resistant) ⅜" stucco skim coat
Masonry caps to be sealed concrete masonry
Steel fencing to have painted (rust proof) 1 ¼" square steel tube rails and posts, ¾" square steel bar pickets at 6" o.c.
Leave weep holes for drainage as required

② Perimeter Wall Detail
no scale

Gilcrease Orchards

① Site /Landscaping Plan
scale: 1" = 60'-0"

project data

EXISTING ZONING:	GP-LPD ZONING
REQUIRED ZONING:	GP-LPD ZONING
EXISTING USE:	RESIDENTIAL HOUSING
PROPOSED USE:	ASSISTED LIVING/ COMMUNITY RECREATIONAL CENTER EDUCATIONAL EMPLOYMENT CENTER

AREA SUMMARY:

	AREA
ASSITED LIVING APARTMENTS:	36,830 S.F.
MEDICAL FACILITY:	
EXISTING RESIDENTIAL HOUSING:	
COMMUNITY REC. CENTER:	52,628 S.F.
EDUCATION EMPLOYMENT CENTER	21,000 S.F.
TOTAL BUILDING AREA:	122,557 S.F.

PARKING SUMMARY:

	FACTOR	PKG. REQ.
ASSITED LIVING APARTMENTS:	1/UNIT+1 GUEST/5 UNITS	11
EXISTING RESIDENTIAL HOUSING:	2/UNIT	8
COMMUNITY REC. CENTER:	1/200 GFA	264
EDUCATION EMPLOYMENT CENTER	1/250 GFA	84
TOTAL PARKING REQUIRED:		367

PARKING PROVIDED:	100 STANDARD SPACES (PER CITY OF LAS VEGAS CONDITIONS OF APPROVAL)
TOTAL SITE AREA:	855,314 S.F. (15.05 A.C.) - net 775,989 S.F. (17.81 A.C.) - gross
BUILDING COVERAGE:	16.0 %
APN#: 125-155-01-002	

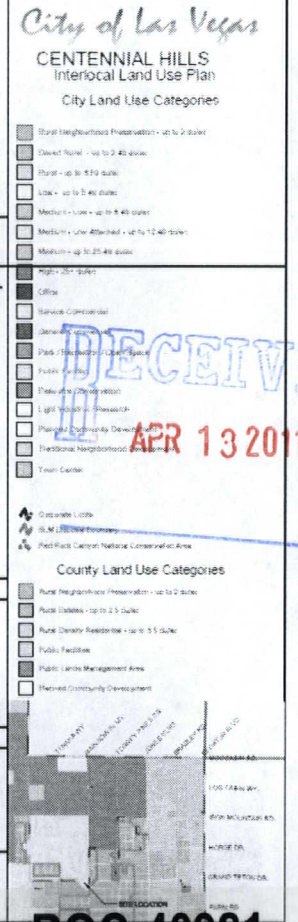
landscape legend

SYMBOL	LARGE TREES	TYPE	SIZE
	SHADEMASTER HONEY LOCUST Gleditsia	LARGE DECIDUOUS	24" box
	MEXICAN PALO VERDE Parkinsonia	MEDIUM EVERGREEN	15 gallon
	CHITALPA xxxxxxxxxxxxx	LARGE DECIDUOUS	24" box
	MESQUITE Prosopis	LARGE EVERGREEN	24" box
	CALIFORNIA PEPPER Schinus	MEDIUM EVERGREEN	15 gallon
	SHOESTRING ACACIA Acacia Stenophylla	MEDIUM EVERGREEN	15 gallon
	CHASTE TREE Vitex	MEDIUM EVERGREEN	15 gallon
	AFRICAN SUMAC Rhus lancea	LARGE EVERGREEN	24" BOX
SYMBOL	SHRUBS		SIZE
	EVERGREEN EUONYMOUS Euonymous japonica		5 GAL
	COMMON WINTER CREEPER Euonymous fortunei		5 GAL
	TEXAS RANGER Leucophyllum Frutescens		5 GAL
	FEATHERY CASSIAS Cassia artemisioides		5 GAL
SYMBOL	GROUND COVER		
	MEXICAN PRIMROSE Oenothera berlandieri		1 GAL @ 18" O.C.&.W.
	HYBRID GAZANIA Gazania hybridus		1 GAL @ 18" O.C.&.W.
	DWARF COYOTE BRUSH Baccharis pilularis 'Centennial'		1 GAL @ 18" O.C.&.W.
	Native Desertscape		

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

keynotes

#	description
1	6'-0" HIGH CONCRETE BLOCK TRASH ENCLOSURE w/ PAIR OF STEEL TUBE GATES w/ STAMPED METAL BACKING & LIFT PIN LOCK/LATCH
2	2" A.C. PAVING
3	LANDSCAPED AREA - BY OTHERS
4	MULTIUSE TRANSPORTATION TRAIL
5	4" CONCRETE SIDEWALK W/ROCK/SALT FINISH
6	FLUSH OUT SIDEWALK WITH PAVING FOR HANDICAP ACCESS
7	HANDICAP ACCESS AISLE
8	HANDICAP ACCESSIBLE ROUTE
9	DECO 6' CMU/METAL FENCE/WALL - SEE 2/A1
10	15' x 25' LOADING ZONE
11	INTENSE LANDSCAPE BUFFER
12	28' INSIDE, 52' OUTSIDE DRIVE RADII



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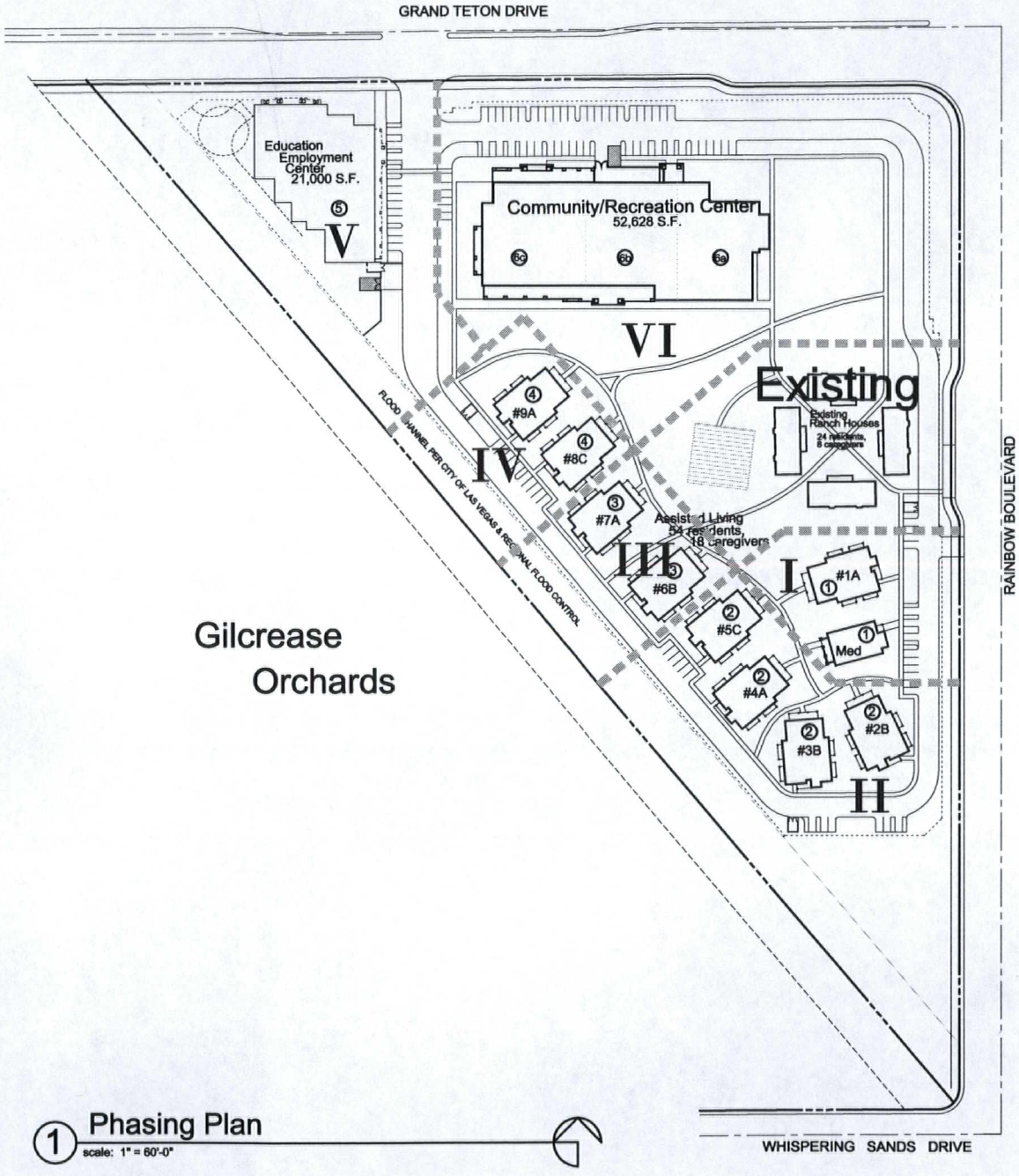
jdB architect

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

date	2/10/11
proj. no.	2010-48
drwn. by	
chkd. by	

sheet no. A1

ROC-40981
SDR-40980
REVISED



1 Phasing Plan
scale: 1" = 60'-0"

New Vista Ranch Phasing Plan:

I
1. Phase One - Build One New Residential Home and Onsite Medical Office
   a. Utilize existing access to Rainbow Boulevard. No offsite 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 full street frontages 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
   d. Apply for GPA to amend Master Plan of Streets and Highways to revise designation of Rainbow Boulevard from Grand Teton south to 215 as a rural street

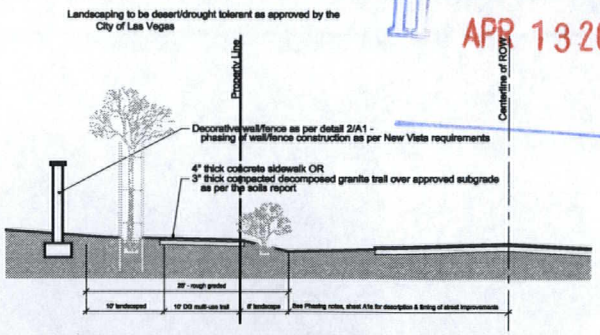
II
2. Phase Two - Build Four (4) More Residential Homes

III
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

IV
4. Phase Four - Build Two (2) Remaining Residential Homes

V
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.

VI
6. Phase Six - Construction of the Recreation Center



Grand Teton - Phases I and II*
Rainbow - Phases I, II, III and IV**
2 Non-standard rural multi-use trail
no scale

* Install CLV Std. Multi-Use Transportation Trail in Phase III on Grand Teton
** Install CLV Std. (except for no streetlights) Multi-Use Transportation Trail in Phase V on Rainbow

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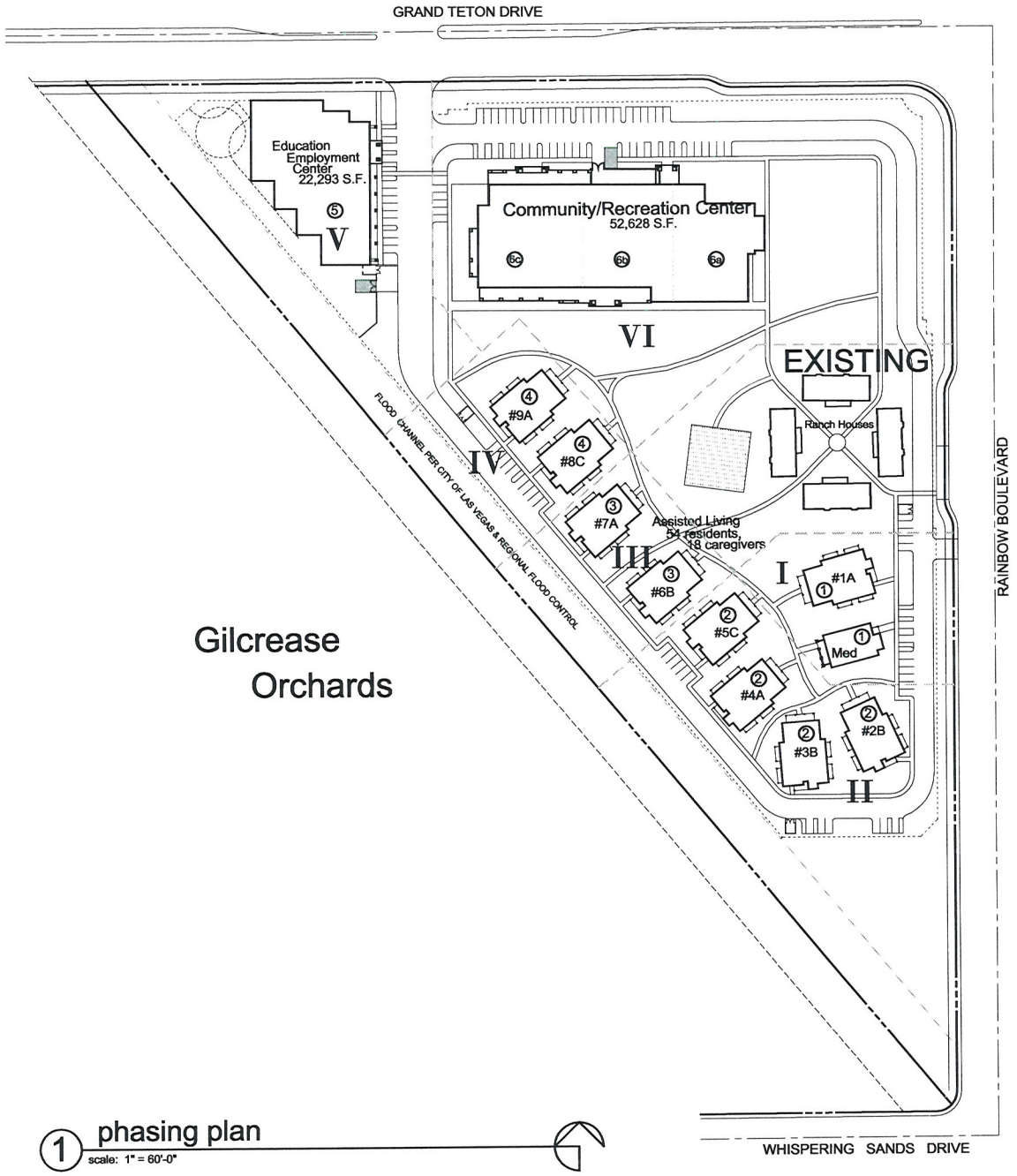
jdB architect
John David Burke, Architect

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

date	4/13/11
proj. no.	2010-48
drwn. by	
chkd. by	

sheet no. A1a

ROC-40981
SDR-40980
REVISED



1 phasing plan
scale: 1" = 60'-0"

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 offsite improvements to Rainbow Blvd. or Grand Teton.
   b. Construct underground utility connections to adjacent public utilities in Rainbow Boulevard.

2. Phase Two - Build Four (4) More Residential Homes
   a. Build only onsite infrastructure to support four more homes.

3. Phase Three - Build Two (2) Additional Residential Homes
   a. Construct offsite improvements to Grand Teton by developing a median opening within the existing half constructed median to allow both in and out circulation from the property to the north.
   b. Construct onsite roadways to direct onsite vehicle circulation to the Grand Teton access point.

4. Phase Four - Build Two (2) Remaining Residential Homes
   a. During this phase of development, and prior to receiving the occupancy permit for the first building in this Phase, commence construction of the offsite improvements to Rainbow Boulevard. The improvements to Rainbow Boulevard must commence and be completed within 180 days.
   b. Full offsite improvements to Grand Teton once 1) the construction of the either the mini business workshop building or the recreation center is commenced; 2) adjacent properties have constructed Grand Teton to the New Vista's property or 3) when requested by the City of Las Vegas Public Works Department based upon need for improved traffic circulation.

5. Phase Five - Construction of the Mini Business Workshop Building

6. Phase Six - Construction of the Recreation Center

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revisions
description
date

jdB architect
John David Burke, Architect, 5471 West Quarondo Road, #101, Las Vegas, NV 89118 (702)278-4883, jburke@jdbarchitect.com

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

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sheet no. A1b

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SDR-40980



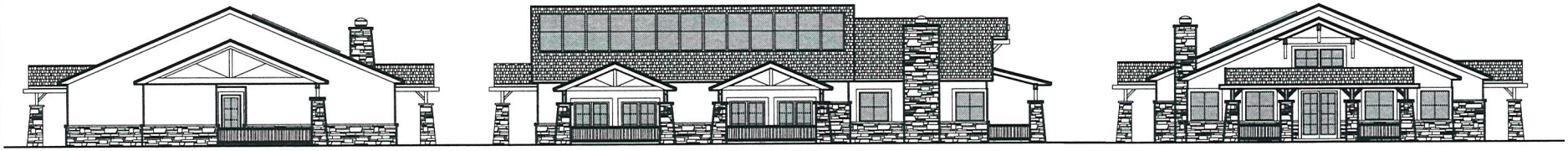
typical rear side front

Type C



typical rear side front

Type B



typical rear side front

Type A

1 EXTERIOR ELEVATIONS Assisted Living Module

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jdB architect
John David Burke, Architect, 8471 West Oquendo Road, #301, Las Vegas, NV 89118 (702)873-4900, jburke@jdbarchitect.com

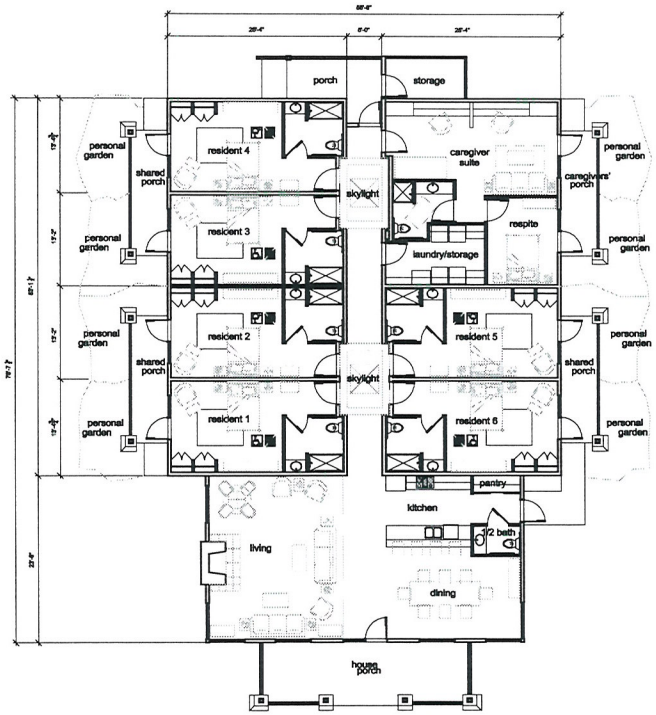
New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

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proj. no.	2010-49
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chkd. by	

sheet no. A2

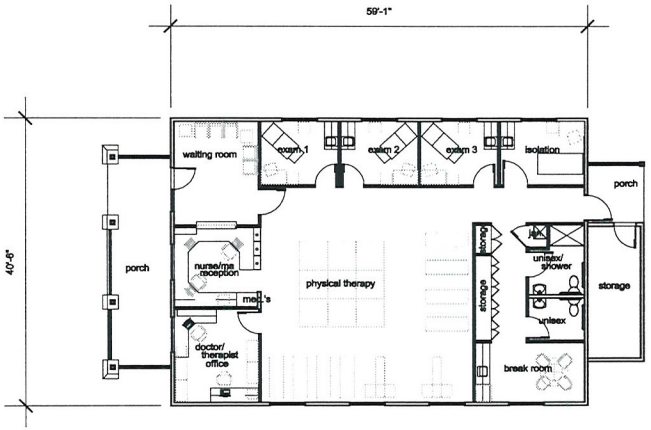
keynotes

#	description
1	STUCCO FINISH
2	STONE VENEER
3	CONCRETE ROOF TILE
4	TIMBER TRUSS
5	PELLA DOORS/WINDOWS
6	WOOD RAILING
7	PHOTOVOLTAIC ARRAY



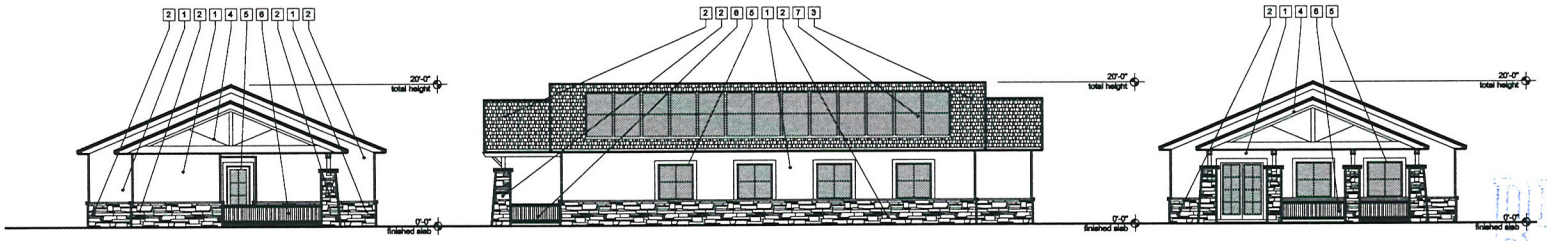
3 **floor plan** Assisted Living Module

NET BUILDING AREA: 4,070 S.F.



2 **floor plan** Medical/Therapy Office

NET BUILDING AREA: 2,394 S.F.



typical rear | typical side | front

1 **exterior elevations** Medical/Therapy Office

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ROC-40981

SDR-40980

jdB architect
John David Burke, Architect, 8471 West Oquendo Road, #101, Las Vegas, NV 89113 (702)870-4883, jburke@cfcsmd.com

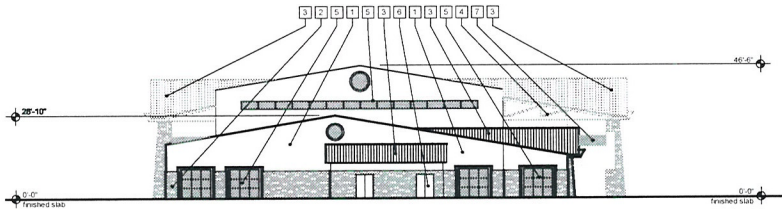
New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

data	proj. no	drwn. by	chkd. by
2/10/11	2010-48		

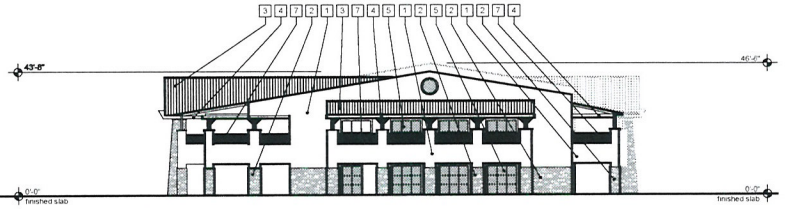
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keynotes

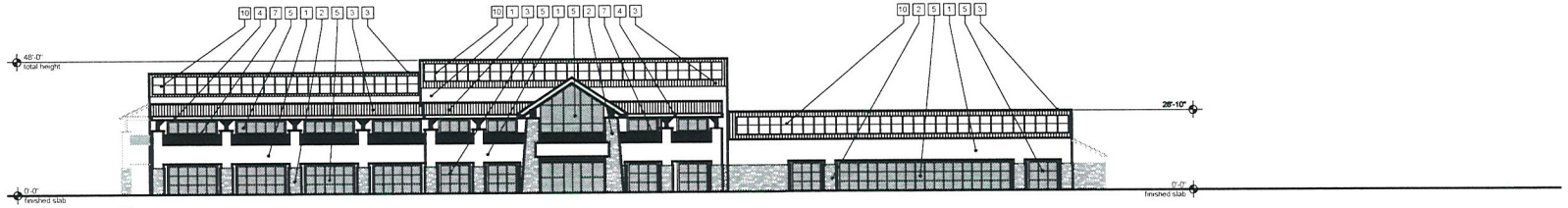
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2	STONE VENEER
3	STANDING SEAM METAL ROOF
4	TIMBER TRUSS
5	ALUMINUM STOREFRONT
6	HOLLOW METAL DOOR
7	WOOD RAILING
8	SIGNAGE - BY OTHERS
9	PAIR OF STEEL TUBE GATES WITH STAMPED METAL BACKING AND LIFT PIN LOCK/LATCH
10	PHOTOVOLTAIC ARRAY



east



west



south



north

conceptual elevations

1

SCALE: 1" = 20'-0"

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Community/Recreation Center

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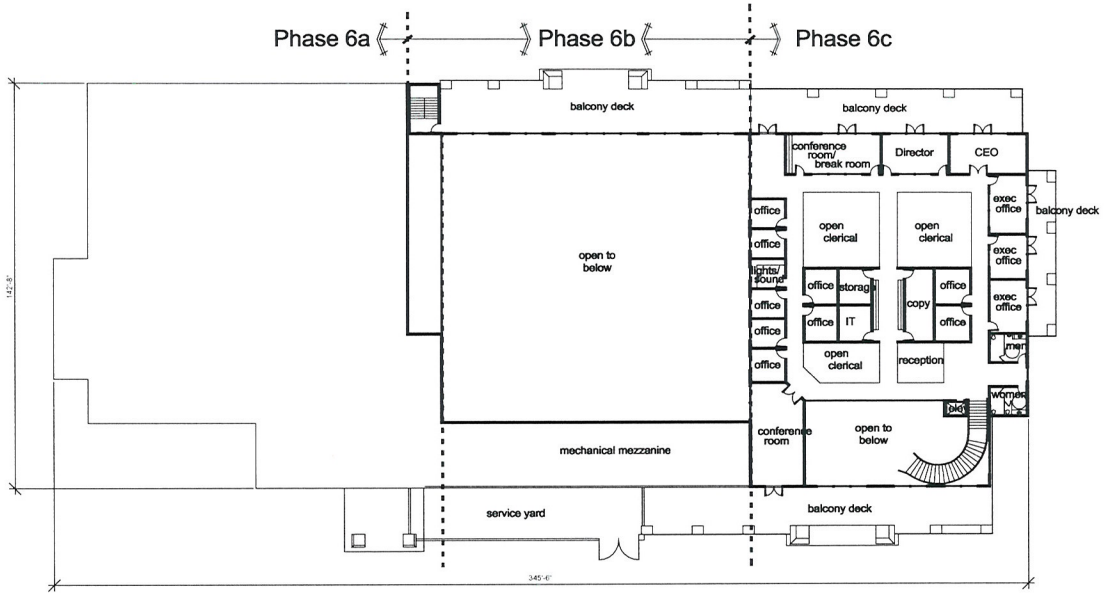
no.	description	date

jdB architect
John David Burke Architect 3431 West Oquendo Road #201 Las Vegas, NV 89118 (702) 879-4853 jburke@cox.net

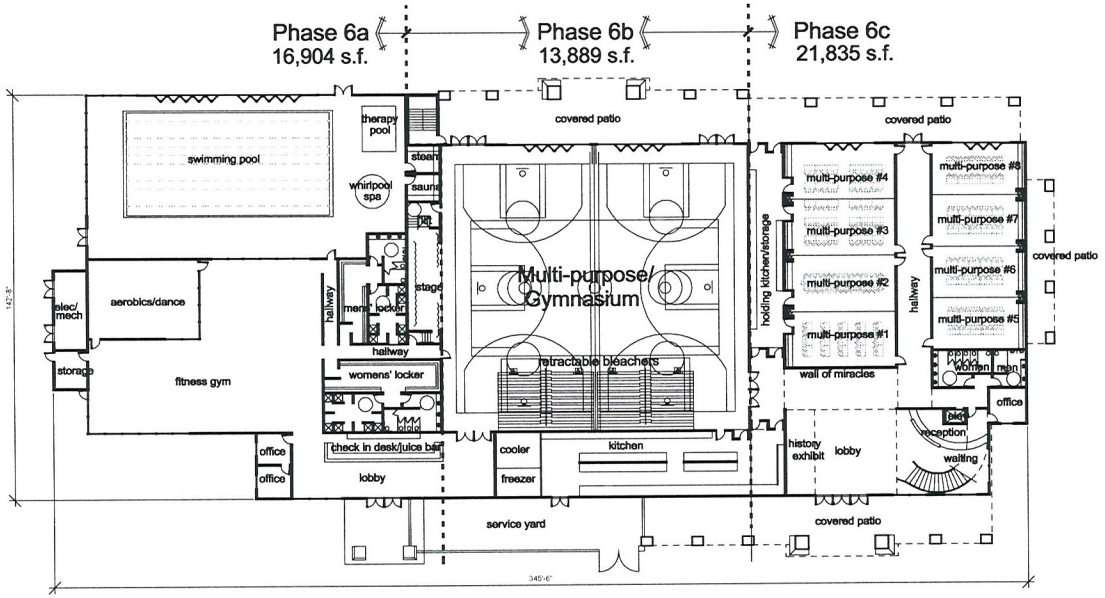
New Vista Community
Assited Living Residential Units
Community & Recreational Center
Education & Employment Center
City of Las Vegas Nevada

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sheet no. A4



Second Floor



First Floor

1 floor plans

SCALE: 1" = 20'-0"

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

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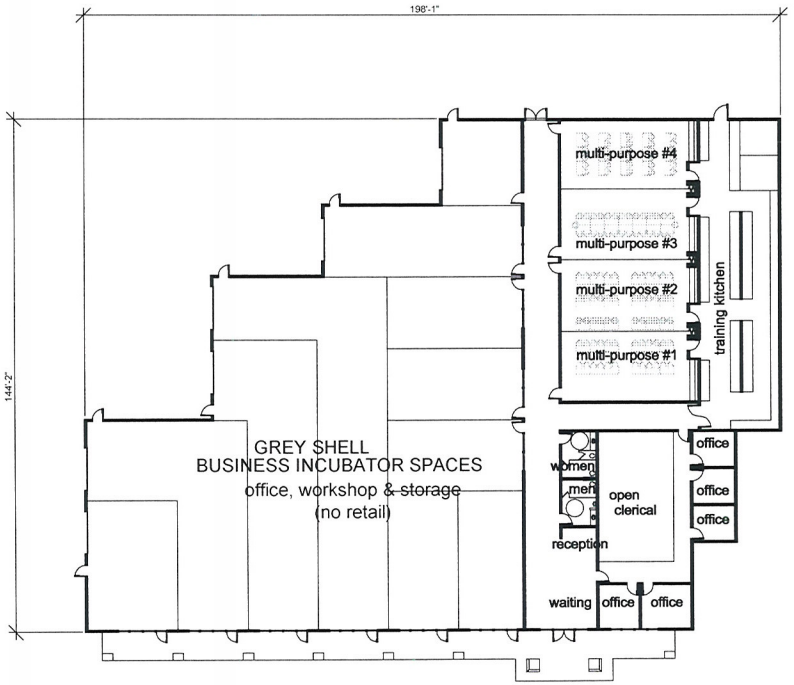
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keynotes

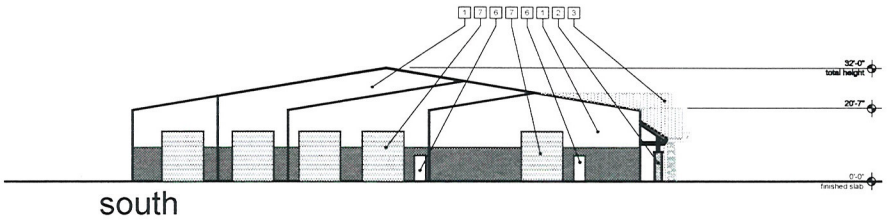
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3	STANDING SEAM METAL ROOF
4	TIMBER TRUSS
5	ALUMINUM STOREFRONT
6	HOLLOW METAL DOOR
7	ROLL-UP DOOR
8	SIGNAGE - BY OTHERS



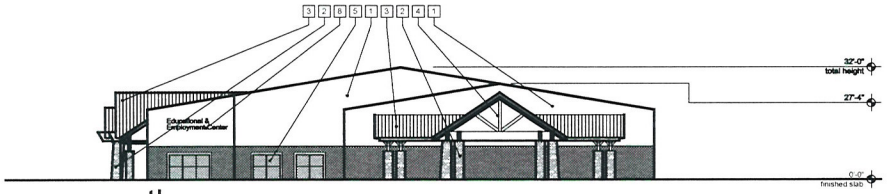
2 **floor plan** employment & educational Center

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

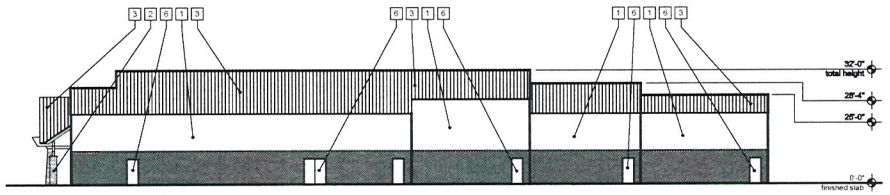
22,293 s.f.



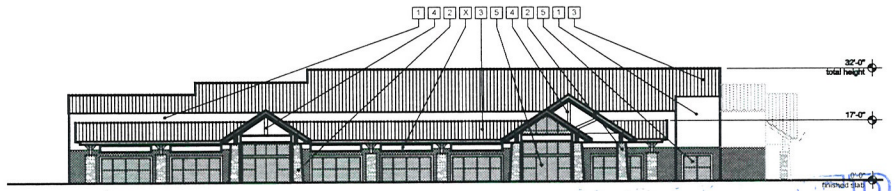
south



north



west



east

1 **elevations**

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

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jdB architect

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New Vista Community

Assited Living Residential Units
Community & Recreational Center
Education & Employment Center

City of Las Vegas Nevada

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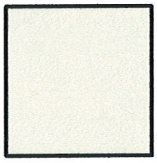
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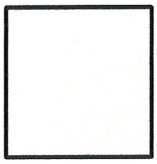
COLOR/MATERIALS BOARD



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



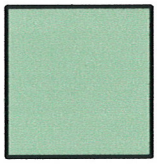
(B) stucco medium field:
Frazee - CL 2674M 'Storm Bay'



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



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



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



(F) storefront framing:
ab-4 medium bronze



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



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



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



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

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New Vista Community

Assited Living Residential Units
Community & Recreational Center
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City of Las Vegas Nevada

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



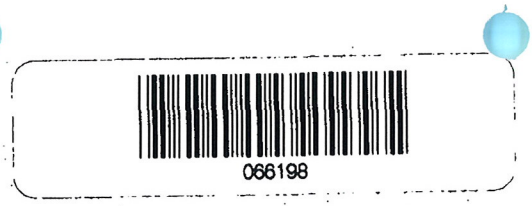
ROC-40981 AND SDR-40980 - APPLICANT/OWNER: NEW VISTA RANCH, INC.
7875 NORTH RAINBOW BOULEVARD

03/31/11



ROC-40981 AND SDR-40980 - APPLICANT/OWNER: NEW VISTA RANCH, INC.
7875 NORTH RAINBOW BOULEVARD

03/31/11



LAS VEGAS CITY COUNCIL

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MAYOR

GARY REESE
MAYOR PRO TEM

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STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

March 1, 2007

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

RE: ZON-16580 - REZONING
CITY COUNCIL MEETING OF FEBRUARY 7, 2007
RELATED TO GPA-16578 AND SDR-16581

Dear Ms. Deguzman:

The City Council at a regular meeting held February 7, 2007 APPROVED the request for a Rezoning FROM: U (UNDEVELOPED) [DR (DESERT RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: PD (PLANNED DEVELOPMENT) on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002). 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:

Added Conditions:

A. The approved Master Development Plan and Development Standard shall be recorded with the County Recorder and a filed-stamped copy provided to the City of Las Vegas Planning and Development Department.

B. Amending Section 4.3 of the Master Development Plan to state that Service and Loading Area yard shall be screened from adjacent streets pursuant to Title 19.

C. Amending Section 7.0 of the Master Development Plan to add the language that Title 19 shall govern any subject matter not specifically addressed by this Master Development Plan.

Planning and Development

1. A General Plan Amendment (GPA-16578) to PCD (Planned Community Development) land use designation approved by the City Council.

2. A Site Development Plan Review (SDR-16581) application approved by the City of Las Vegas is required prior to issuance of any permits, any site grading, and all development activity for the site.

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

VOICE 702.229.6011
TTY 702.386.9108
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3. The parking that is specified for the site be restricted to 100 spaces for daily use and the applicant must submit a design of the site plan that incorporates that.

4. The height of the parking lot lighting shall be restricted to 20 feet and that proper shrubs be incorporated into the design so as to eliminate any light pollution that might reach on the north side of Grand Teton Drive or on the east side of Rainbow Boulevard.

5. A revised landscape plan shall be submitted prior to the time application is made for a building permit depicting a 20-foot multi-use transportation trail consisting of a five foot landscaped corridor, a 10-foot sidewalk, and a 5-foot transition strip along Rainbow Boulevard and Grand Teton Drive.

6. There will be no retail uses on this site.

7. The project shall be in compliance with the Master Development Plan submitted 2/7/2007, except as amended herein.

Public Works

8. Dedicate an additional 10 feet of right-of-way for a total half-street width of 60 feet on Grand Teton Drive and the additional right-of-way necessary to maintain a 54-foot radius at the southwest corner of Grand Teton Drive and Rainbow Boulevard adjacent to this site prior to the issuance of any permits. In addition, dedicate all additional rights-of-way required for a bus turnout on Rainbow Boulevard prior to the issuance of any permits unless otherwise allowed by the City Traffic Engineer.

9. Construct all incomplete half-street improvements, including appropriate transition paving and overpaving (if legally able), on Grand Teton Drive and Rainbow Boulevard adjacent to this site concurrent with development of this site. Sidewalk improvements may be deferred at this time on Rainbow Boulevard, provided a Covenant Running with Land Agreement is recorded for all such improvements deferred. Streetlights on Rainbow Boulevard may also be deferred, provided the applicant provides such streetlights to the City for future installation, and constructs all needed underground infrastructure necessary for such future installation. Alternatively, monies in lieu of such streetlights may be contributed to the City if allowed by the City Engineer. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

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

11. All discussion regarding Summerlin style lighting refers to internal lighting only; not exterior street lighting. Lighting on Grand Teton Drive would match the City's current plan.

Sincerely,

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

M. Margo Wheeler, AICP
Director
Planning and Development Department

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



LAS VEGAS CITY COUNCIL

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DOUGLAS A. SELBY
CITY MANAGER

February 8, 2007

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

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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 luminaries. 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.

ROC-40981
SDR-40980

RECEIVED
FEB 16 2011

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

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

cc: See Attached Llist

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ROC-40981
SDR-40980

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

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: **SDR-40980** APN: 125-15-501-002

Name of Property Owner: NEW VISTA RANCH INC.

Name of Applicant: " " "

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: X _____

Print Name: KELLY DEGUZMAN, CEO

Subscribed and sworn before me

This 15 day of February, 2011

_____

Notary Public in and for said County and State

SALLY MARCUS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 05-05-2013
Certificate No: 97-1845-1

Revised 11-14-06

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

RECEIVED
FEB 16 2011

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 SITE PLAN DEVELOPMENT REVIEW

PROPERTY OWNER NEW VISTA RANCH, INC. **Contact** KELLY DEGUZMAN, CEO

Address P.O. BOX 80025 **Phone:** (702) 457-4677 **Fax:** (702) 457-1422

City LAS VEGAS **State** NV **Zip** 89180-0025

E-mail Address KELLYDEGUZMAN@NEWVISTACOMMUNITY.ORG

APPLICANT NEW VISTA RANCH, INC. **Contact** KELLY DEGUZMAN, CEO

Address P.O. BOX 80025 **Phone:** (702) 457-4677 **Fax:** (702) 457-1422

City LAS VEGAS **State** NV **Zip** 89180-0025

E-mail Address KELLYDEGUZMAN@NEWVISTACOMMUNITY.ORG

REPRESENTATIVE CHRIS KAEMPFER/JOHN BURKE **Contact** KCRG&F/JOHN BURKE

Address 8345 W. SUNSET RD. #250/3471 W. OQUENDO RD. #301 **Phone** 792-7000 / 876-4863 **Fax** 796-7181 / 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 1st day of March, 20 11.

Aleva L. H. Walker

Notary Public in and for said County and State

Clark, NV

ALEVA L. H. WALKER
Notary Public State of Nevada
No. 06-107463-1
My Appt. Exp. July 5, 2014

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SDR-40980
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

*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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City of Las Vegas Agenda Item No.: **21.**

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

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

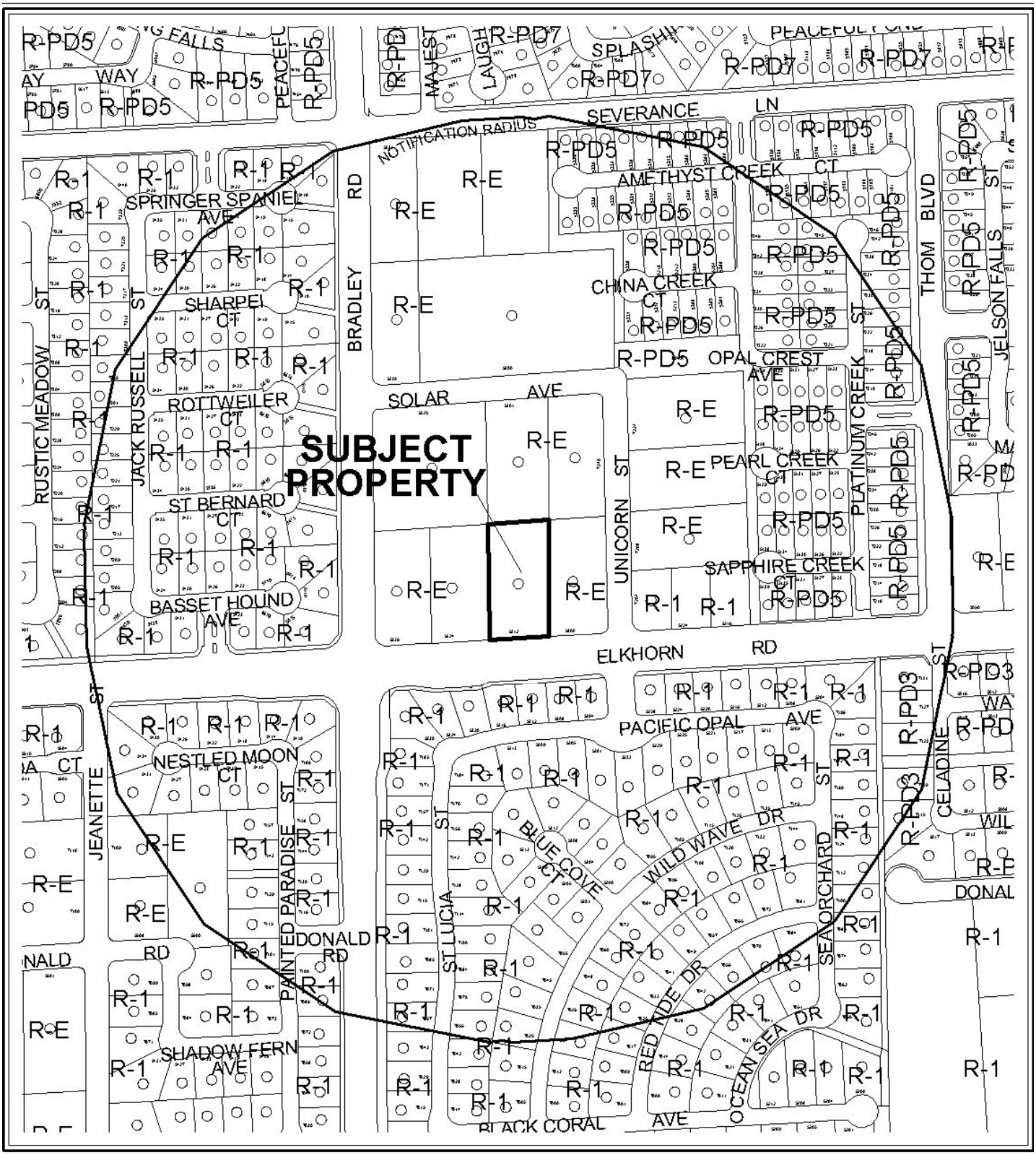
SUBJECT:
ABEYANCE - VAR-41882 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: DONALD E. NEWBY - For possible action on a request for a Variance TO ALLOW A FRONT YARD SETBACK OF 45 FEET WHERE 50 FEET IS REQUIRED FOR AN EXISTING PORCH ON THE MAIN DWELLING AND TO ALLOW AN EXISTING ACCESSORY STRUCTURE (CLASS 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.

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**12**	**Planning Commission Mtg.**	**13**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Abeyance Request Submitted by Don and Shirley Newby
3. Conditions and Staff Report
4. Supporting Documentation
5. Photos
6. Justification Letter
7. Protest/Support Postcards and Protest/Support Letters



0 300 600 Feet

CASE: **VAR-41882**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



0 300 600 Feet

CASE: **VAR-41882**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

Steve Gebeke

From: Don Newby [gohuntbirds@yahoo.com]
Sent: Tuesday, July 19, 2011 2:57 PM
To: Michelle Thackston
Cc: Steve Gebeke; bigrack64@gmail.com; Yorgo Kagafas
Subject: 5312 Elkhorn Rd. 89131

To All,

Hello my name is Don Newby and I reside at 5312 Elkhorn Rd. Las Vegas, most of you are familiar with the recent activity concerning our home. I am sending you this email as I am working in Arizona due to the current job market in construction, 2 hours south of Tuscon and we are asking that the Aug. 9 city council meeting be abeyed until the Sept. 13 city council meeting this will allow time for me to fly in for both the neighborhood meeting as well as have time to book another fight for the day of the city council meeting. I don't have enough time to do all in such a short period of time before the Aug. 9th meeting as I am on the Air Force base at Ft. Hauchuca Arizona and am in the being stages of an aircraft hanger and can't leave the job.

My wife and I will coordinate the neighborhood meeting in the mean time and this will allow for me to be there for both meeting's as my wife can't handle this on her own. Please let us know ASAP.

Thank you,

Don & Shirley Newby

VAR-41882

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: AUGUST 9, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: DONALD E. NEWBY

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-41882	Staff recommends DENIAL, if approved subject to conditions:	

**** CONDITIONS ****

VAR-41882 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections shall be completed for all structures on the lot in compliance with Title 19 and all codes as required by the Department of Building and Safety.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

5. Contact the Southern Nevada Health District (SNHD), Environmental Health Division, to obtain written approval showing compliance with a temporary permit for an individual sewage disposal system (ISDS or septic tank system), prior to the issuance of any building permits. Alternatively, connect to public sewer and abandon the ISDS according to SNHD regulations.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting approval of a Variance to address a citation issued by Code Enforcement for setback violations, excessive accessory structure building area and height, as well as accessory structures not aesthetically compatible with the primary residence. This is a property that is located on a primary arterial street and faces the rear of a walled community. There are two setback violations: first, the front porch extends five feet into the required 50-foot front yard setback; second, the newly constructed accessory structure is only four feet from the west side of the primary structure where six feet is required and was installed without building permits. Additional aspects of this request include the height, the materials used and total building area of the newly constructed shade structure. Staff recommends denial, as the applicant has presented no evidence of unique or extraordinary circumstances pursuant to Title 19.16.140 that would justify the request.

ISSUES

- A Code Enforcement case is active on this property for an accessory structure and front porch being installed without obtaining the proper building permits and not adhering to setback requirements.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/30/07	Code Enforcement issued a citation (#53838) for an illegal home business at 5312 Elkhorn Road. The case was closed resolved on 06/28/07.
04/11/11	Code Enforcement issued a citation (#100364) for building without the proper permits at 5312 Elkhorn Road. The case is still active.

Most Recent Change of Ownership	
12/27/02	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
No building permits on file. The house was constructed in 1979.

Pre-Application Meeting	
05/10/11	Staff met with the applicant and reviewed the application requirements for a Variance. Staff advised the applicant to discuss the request with his neighbors and see if they would support his application, as they would be notified of the application.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/02/11	Staff visited the site and found a large carport-like structure on the west side of the property being used to store a recreation vehicle. A porch extended five feet into the front yard setback.

Details of Application Request	
Site Area	
Net Acres	0.98

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	ML (Medium Low Density Residential)	R-E (Residence Estates)
North	Single Family, Detached	ML (Medium Low Density Residential)	R-E (Residence Estates)
South	Single Family, Detached	ML (Medium Low Density Residential)	R-1 (Single Family Residential)
East	Single Family, Detached	ML (Medium Low Density Residential)	R-E (Residence Estates)
West	Single Family, Detached	ML (Medium Low Density Residential)	R-E (Residence Estates)

Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

YK

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.060, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	20,000 SF	42,798 SF	Y
Min. Lot Width	100 Feet	148 Feet	Y
Min. Setbacks			
• Front	50 Feet	45 Feet	N
• Side	10 Feet	16 Feet	Y
• Corner	15 Feet	N/A	N/A
• Rear	35 Feet	211 Feet	Y
Min. Distance Between Buildings	6 Feet	4 Feet	N
Max. Lot Coverage	N/A	N/A	N/A
Max. Building Height	35 Feet	14 Feet	Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Elkhorn Road	Primary Arterial	Master Plan of Streets and Highways	100	Y

ANALYSIS

This request is for a porch addition to the front of the residence, as well as a carport structure for a recreational vehicle and other existing accessory structures for the care of horses on the property. The front porch, which was constructed without first obtaining the required permits, extends five feet into the required 50 foot front yard setback. The applicant states that the space is used to host his neighbors and to watch the neighborhood for any suspicious activity. The porch roof is of metal construction and does not match the existing shingle roof of the residence.

The applicant has several horses and the rear of the property is used to support them, with a large corral area, horse stables, and three accessory structures used to store feed and equipment. The applicant states that he recently purchased a large recreational vehicle and needs a facility to protect it from the elements. A large metal carport structure was erected without first obtaining permits in the side yard on the west side of the residence, and is not aesthetically compatible as the main residence is finished in stucco. The structure is 14 feet in height and exceeds the height of the residence by 3.5 feet. It is also located only four feet from the residence where six feet is required. With the addition of the structure, the total building area of all the accessory structures is 1,596 square feet greater than Title 19 allows. Properties that are zoned R-E (Residential Estates) are usually larger properties that may accommodate horses or other animals. The requirements for care of the animals often dictates that accessory structures exceeding the maximum allowances of Title 19 be provided for shelter, feed and other equipment storage.

YK

However, the accessory structure is intended to provide shade for an RV, is located where it can be clearly seen from the public right-of-way, and is not compatible with the surrounding development. In addition, the applicant has presented no evidence of unique or extraordinary circumstances pursuant to Title 19.16.140 that would justify the request

FINDINGS (VAR-41882)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, and a self-imposed hardship has been created by constructing the porch and accessory structure without first obtaining the required entitlements and building permits. Alternative design of the structure would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 18

NOTICES MAILED 316

APPROVALS 13

PROTESTS 12

YK

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-41882** APN: _____

Name of Property Owner: DONALD E. NEWBY

Name of Applicant: DONALD E. NEWBY

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: _____

Print Name: DONALD E. NEWBY

Subscribed and sworn before me

This 18 day of MAY, 20 11

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
THOMAS C. ENGLUND
No: 00-39982-1
My Appointment Expires April 8, 2012

RECEIVED
MAY 24 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: DONALD E. NEWBY

Project Address (Location) 5312 ELKHORN RD.

Project Name N/A **Proposed Use**

Assessor's Parcel #(s) 125-13-802-006 **Ward #** 6

General Plan: existing X proposed **Zoning:** existing proposed

Commercial Square Footage N/A **Floor Area Ratio**

Gross Acres .98 **Lots/Units** **Density**

Additional Information

PROPERTY OWNER DONALD E. NEWBY **Contact** DONALD E. NEWBY

Address 5312 ELKHORN RD **Phone:** 374-4201 **Fax:** -0-

City LAS VEGAS **State** NEVADA **Zip** 89131

E-mail Address gohuntbirds@YAHOO.COM

APPLICANT SAME AS ABOVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* Donald E. Newby

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

Print Name DONALD E. NEWBY

Subscribed and sworn before me

This 16 day of MAY, 20 11.

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
THOMAS C. ENGLUND
No: 00-39982-1
My Appointment Expires April 8, 2012

FOR DEPARTMENT USE ONLY

Case #	VAR-41882
Meeting Date:	7/12/11 PC
Total Fee:	$830
Date Accepted:	5-24-11
Accepted By:	

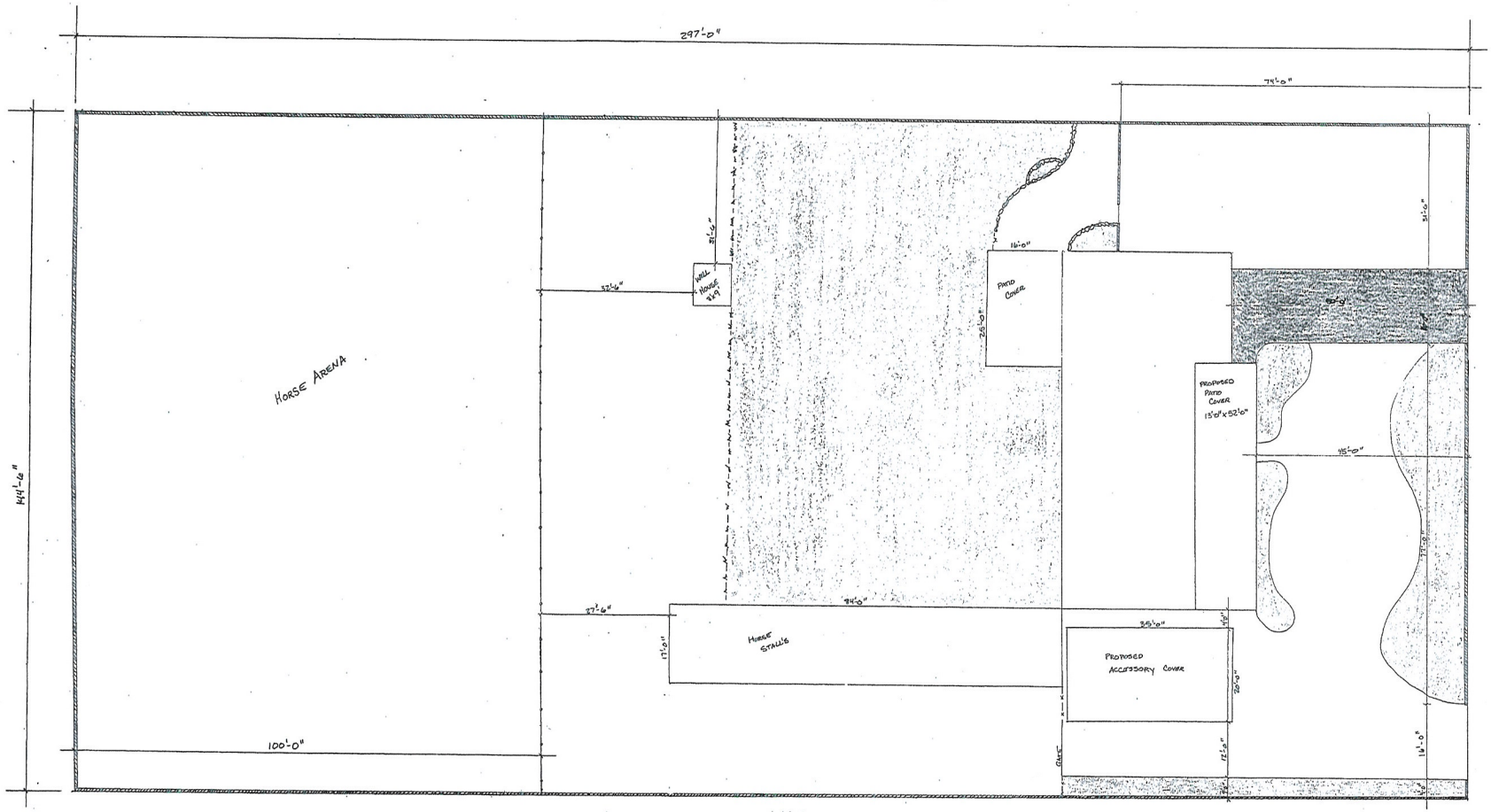
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MAY 24 2011

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

R-E

R-E

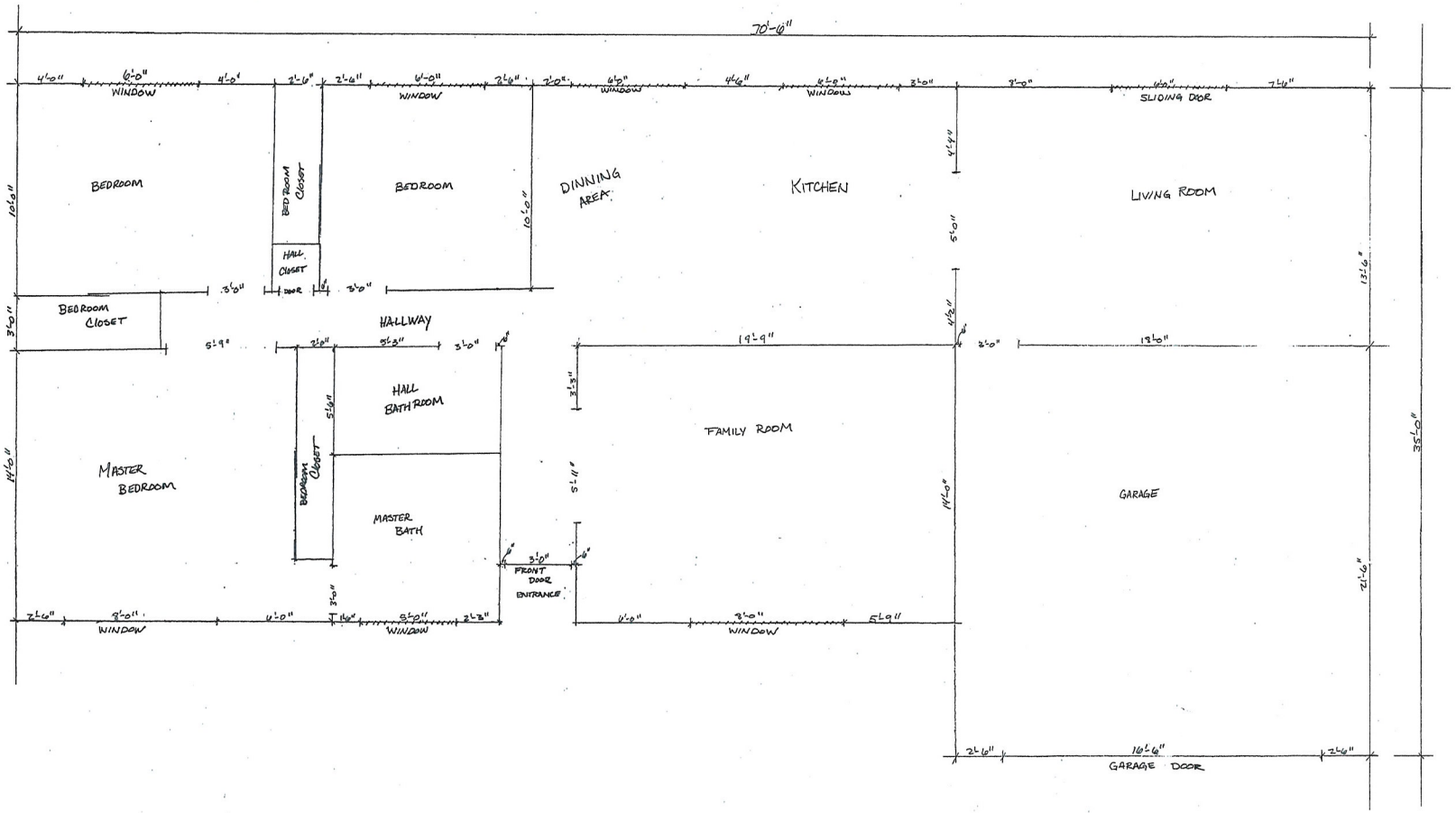
R-E



SITE PLAN

SCALE - 1/16" = 1'-0" | PARCEL # 125-13-902-0010

RECEIVED
MAY 24 2011
VAR-41882



FLOOR PLAN

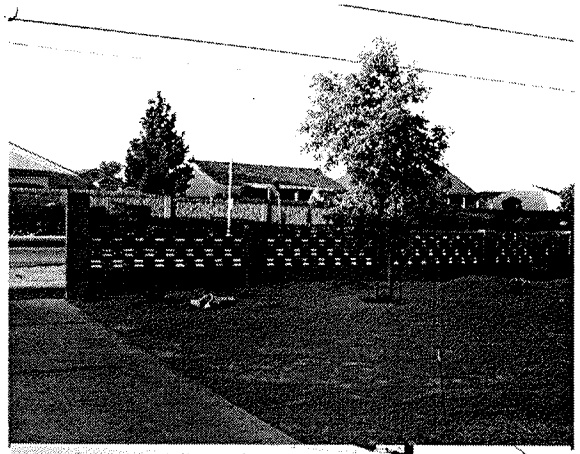
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RECEIVED
MAY 24 2011
VAR-41882



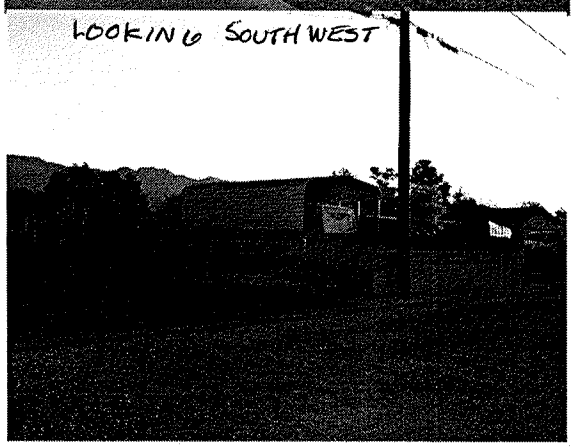
LOOKING WEST



LOOKING SOUTH WEST



LOOKING SOUTH EAST



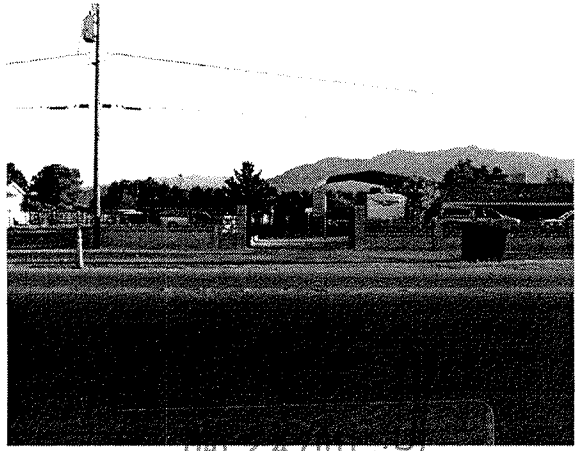
LOOKING NORTH EAST



LOOKING NORTH

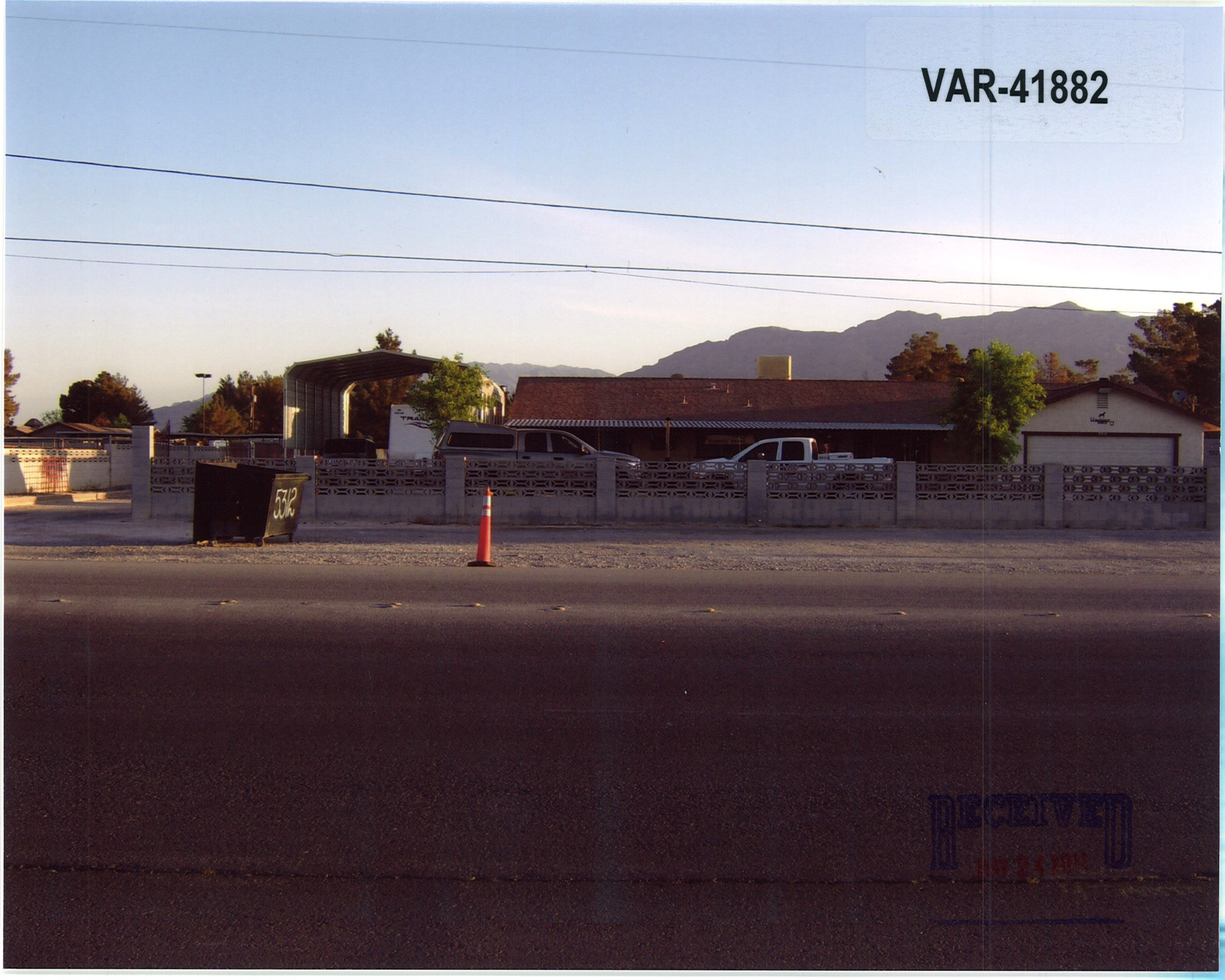


LOOKING NORTH WEST



LOOKING NORTH

VAR-41882


VAR-41882
5312
RECEIVED

VAR-41882




VAR-41882
SUMMER RANGE
Making Our Foundation a Part of Yours
RECEIVED
NOV 24 2008



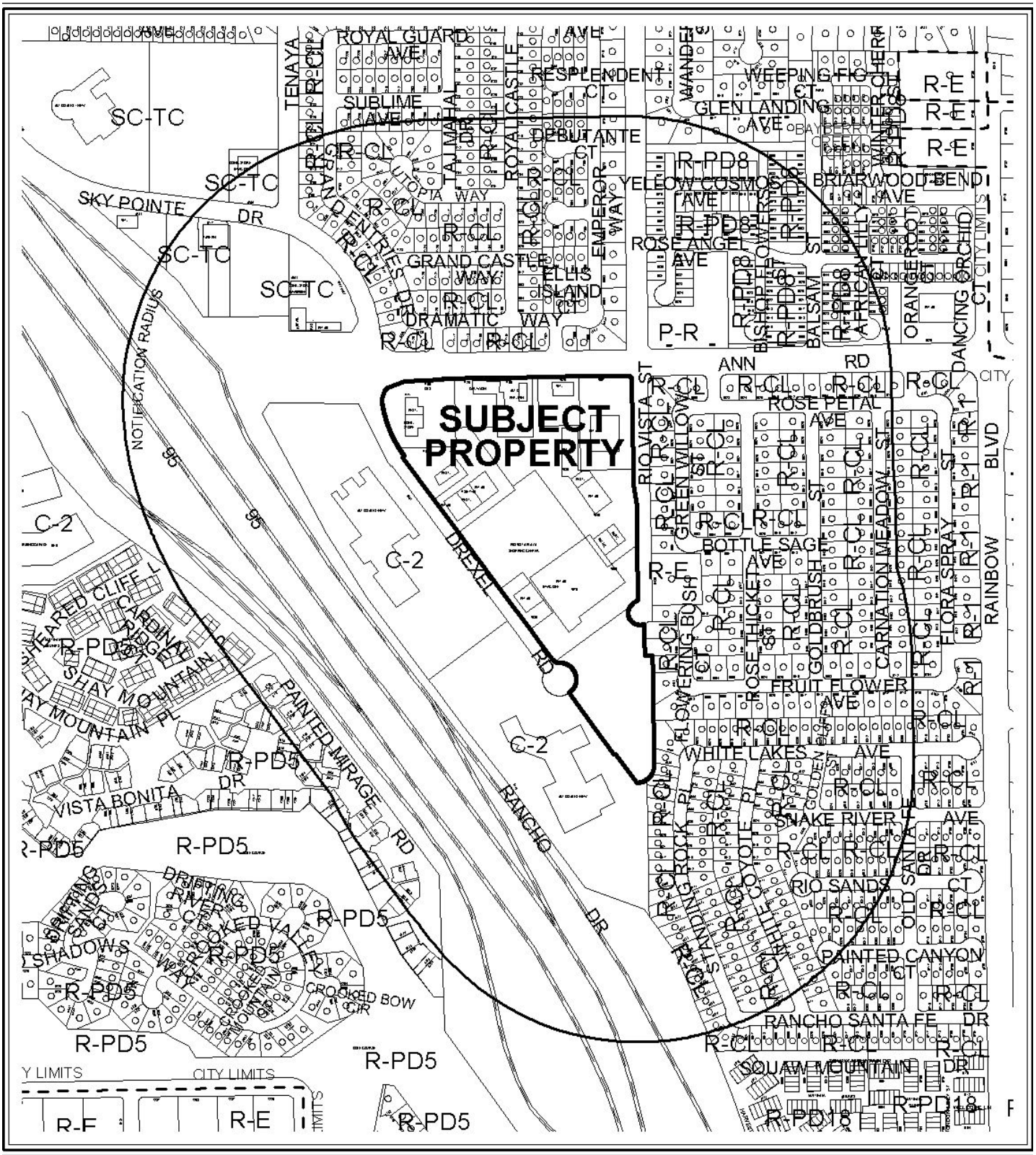
VAR-41882 - APPLICANT/OWNER: DONALD E. NEWBY
5312 ELKHORN ROAD

06/2/11



VAR-41882 - APPLICANT/OWNER: DONALD E. NEWBY
5312 ELKHORN ROAD

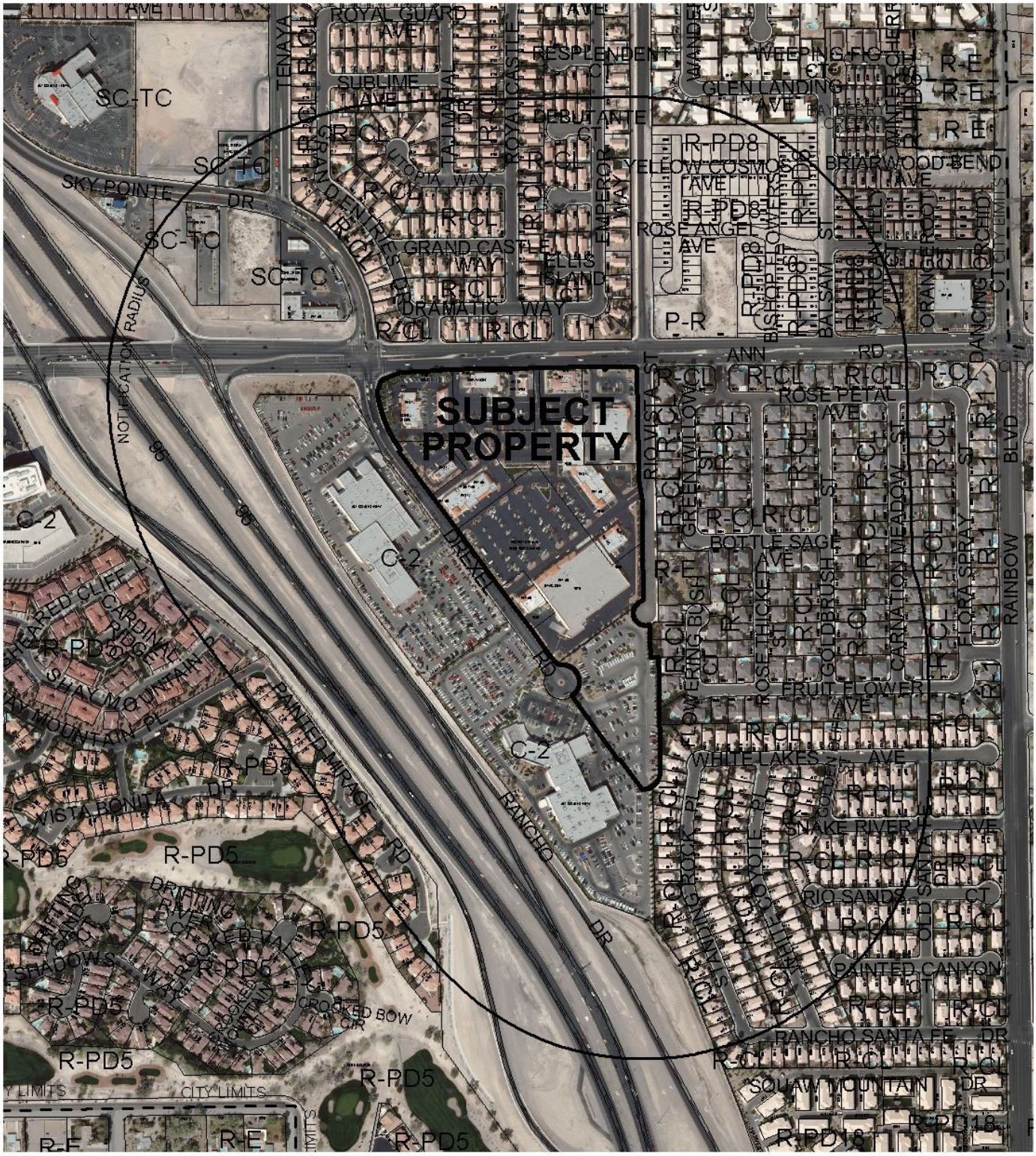
06/2/11



CASE: **MOD-42261**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)



0 300 600 Feet

CASE: **MOD-42261**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N

City of Las Vegas Agenda Item No.: **37.**

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

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

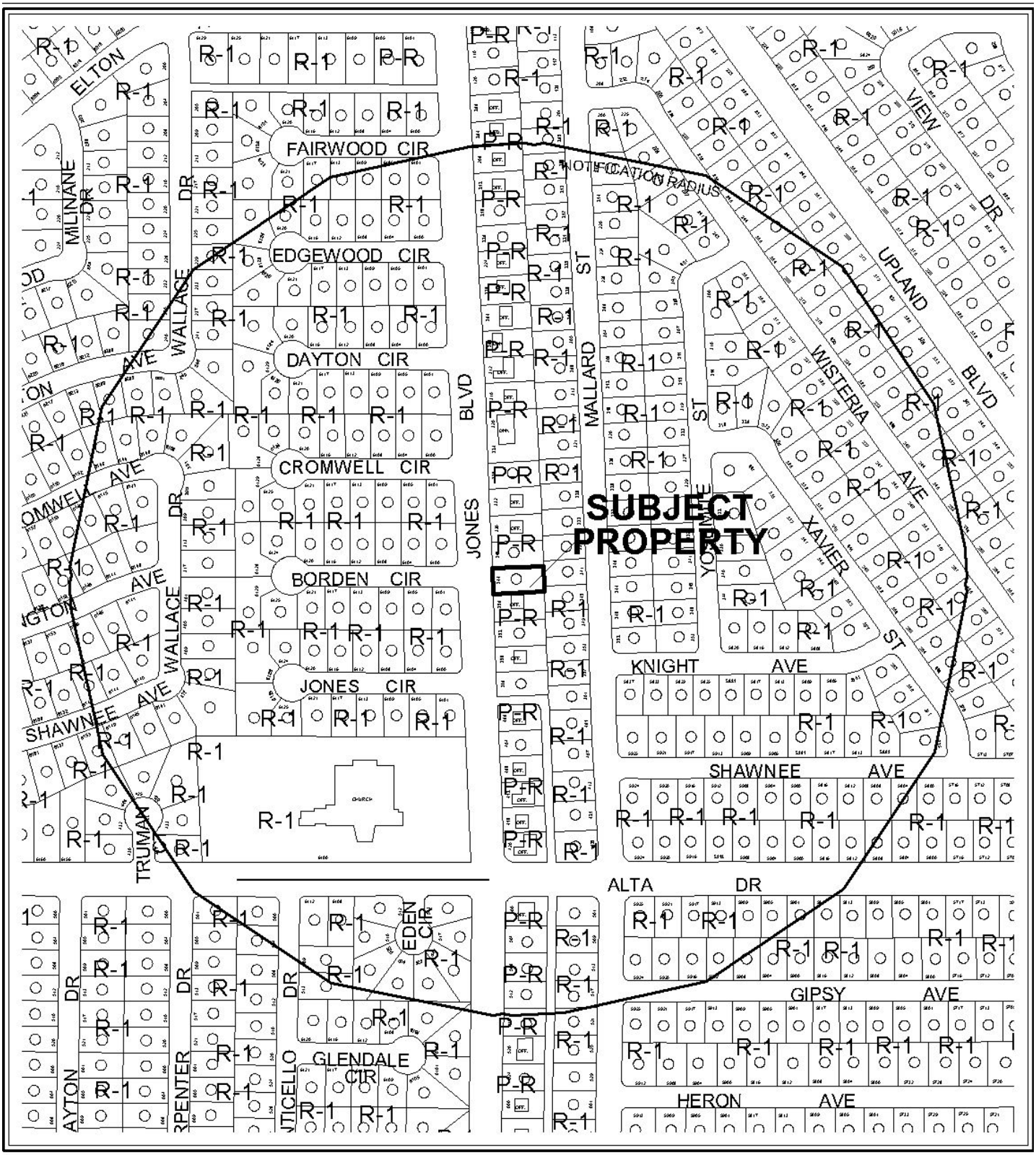
SUBJECT:
SDR-41770 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: SOK J. LIM - OWNER: JWB NEVADA INVESTMENT SERIES B, LLC - For possible action on a request for a Site Development Plan Review FOR THE CONVERSION OF A SINGLE FAMILY RESIDENCE TO A 1,488 SQUARE-FOOT OFFICE BUILDING WITH WAIVERS 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:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**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. Photos
5. Justification Letter



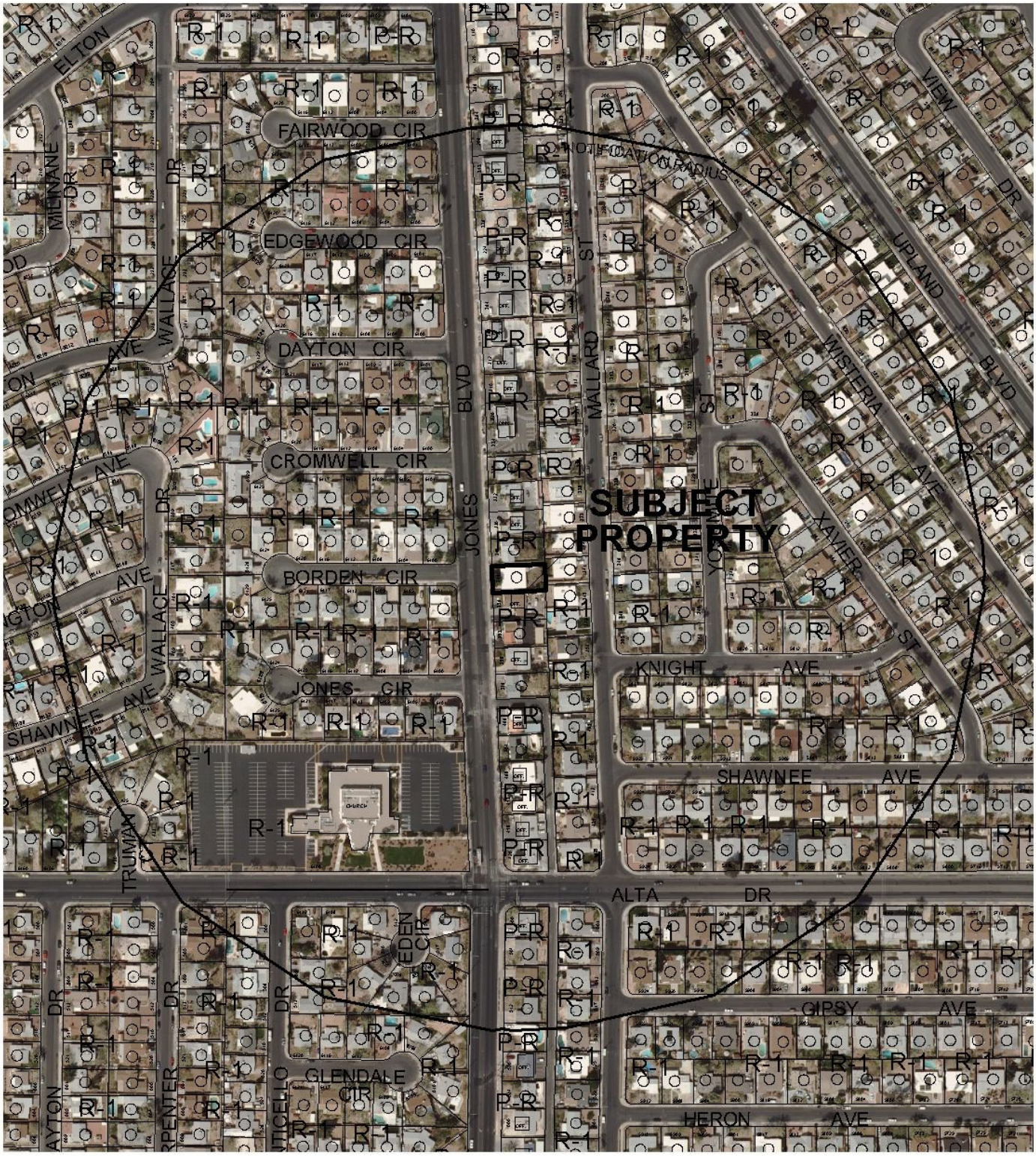
0 300 600 Feet

CASE: **SDR-41770**

RADIUS: 1000 FT

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

N



0 300 600 Feet

CASE: **SDR-41770**

RADIUS: 1000 FT

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

N

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: AUGUST 9, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: SOK J. LIM - OWNER: JWB NEVADA INVESTMENT SERIES B. LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-41770	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SDR-41770 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. The parking lot shall be striped within 90 days of final approval.

3. Prior to issuance of a building permit, the applicant shall provide a letter from the service provider that approves the continuation of curb side trash pickup once the subject site is converted to commercial use.

4. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 06/21/11, except as amended by conditions herein.

5. A Waiver from 19.08.050 is hereby approved, 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.

6. An Exception from 19.08.110 is hereby approved, to allow 12 perimeter landscape trees where 13 perimeter landscape trees are required.

7. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 06/21/11. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

8. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

10. A revised site plan shall be submitted to and approved by the Department of Planning Department, prior to the time application is made for a building permit, to provide an ADA accessible path without passing behind a parked vehicle.

11. 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. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall include the following changes from the conceptual landscape plan. All required trees shall be a minimum 24-inch box size, and four 5-gallon shrubs shall be provided for each required 24-inch box tree.

12. Revised elevations shall be submitted to and approved by the Department of Planning Department prior to the time application is made for a building permit to reflect the removal of the existing carport.

13. 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).

14. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

15. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.08.040.

16. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. 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.

17. 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.

18. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

19. Remove all substandard improvements adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. The existing "pan" style driveway may remain.

20. All landscaping and private improvements 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.

21. As appropriate, submit an Encroachment Agreement to the City of Las Vegas or obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements, if any, in the Jones Boulevard public right-of-way adjacent to this site.

Staff Report Page One
August 9, 2011 - Planning Commission Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to convert an existing 1,488 square-foot single family, detached residence to a commercial office building. The site is already zoned P-R (Professional Office and Parking) and has a consistent land use designation of O (Office), which allows the proposed use.

The proposed development is compatible and harmonious with the adjacent P-R (Professional Office and Parking) zoned properties located south of the site. Furthermore, the requested Waivers and Exception can be supported, as the building will maintain the appearance of a single-family residence and is harmonious with the adjacent single-family residences to the north, east and west. Therefore, staff is recommending approval of this request. If this application is denied, the site will remain as a single-family residence.

ISSUES

- A waiver is required 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.
- An exception is required to allow 12 perimeter landscape trees where 13 perimeter landscape trees are required
- A condition of approval has been added requiring that the parking lot be striped within 90 days of final approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/01/91	The City Council approved a request for Rezoning (Z-0026-91) from R-1 (Single Family Residential) to P-R (Professional Office and Parking) at 344 South Jones Boulevard as part of a larger request. The Planning Commission and staff recommended denial.

Most Recent Change of Ownership	
02/18/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
C.1961	The single family residence at 344 South Jones Boulevard was constructed.
07/19/99	A building permit (99014043) was issued for a patio cover at 344 South Jones Boulevard. The permit was finaled on 11/17/99.

Pre-Application Meeting	
04/26/11	A pre-application meeting was held with the applicant, where the submittal requirements for a Site Development Plan Review were discussed. Site work for the conversion was underway, but no building permits have been issued.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
06/30/11	During a site check by staff, it was noted that the existing residence is currently vacant. It was noted that there was some work being done at the site, with a large industrial trash dumpster located in the driveway.

Details of Application Request	
Site Area	
Net Acres	0.17

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	O (Office)	P-R (Professional Office and Parking)
North	Single Family, Detached	O (Office)	P-R (Professional Office and Parking)
South	Office	O (Office)	P-R (Professional Office and Parking)
East	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	7,411 SF	Y
Min. Lot Width	60 Feet	61 Feet	Y
Min. Setbacks			
• Front	20 Feet	26 Feet	Y
• Side (North)	5 Feet	6 Feet	Y
• Side (South)	5 Feet	6 Feet	Y
• Rear	15 Feet	34 Feet	Y
Max. Lot Coverage	50 %	25 %	Y
Max. Building Height (measured from midpoint)	35 Feet	10 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	N/A	Conditioned
Mech. Equipment	Screened	N/A	Conditioned

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	6 Trees	5 Trees	N
• South	1 Tree / 30 Linear Feet	2 Trees	2 Trees	Y
• East	1 Tree / 20 Linear Feet	3 Trees	2 Trees	N
• West	1 Tree / 30 Linear Feet	2 Trees	3 Trees	Y
TOTAL PERIMETER TREES		**13 Trees**	**12 Trees**	**N**

LANDSCAPE BUFFER WIDTHS			
Min. Zone Width			
• North	5 Feet	3 Feet	N
• South	5 Feet	0 Feet	N
• East	8 Feet	8 Feet	Y
• West	15 Feet	5 Feet	N
Wall Height	6 to 8 Feet Adjacent to Residential	6 feet	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Jones Boulevard	Secondary Collector	Master Plan of Streets and Highways	80	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Office, Other than Listed	1,488 SF	1/300 SF	5				
TOTAL SPACES REQUIRED			5		5		Y
Regular and Handicap Spaces Required			4	1	4	1	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
15-Foot Perimeter Landscape Buffer	To allow a landscape buffer width of five feet along the west perimeter.	Approval
Five-Foot Perimeter Landscape Buffer	To allow three feet along the north perimeter.	Approval
Five-Foot Perimeter Landscape Buffer	To allow zero feet along a portion of the south perimeter.	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
13 perimeter landscape trees	To allow 12 perimeter landscape trees	Approval

ANALYSIS

The site complies with all Title 19 requirements with the exception of required landscaping. Per Title 19.08, a perimeter landscape buffer of 15 feet must be provided along the public right-of-way and a landscape buffer of five feet shall be provided on interior property lines where building setbacks prevail. The site plan depicts a five-foot landscape buffer along a street right-of-way, which is a 10-foot deviation from the standard, a zero foot landscape buffer along a portion of the south property line, which is a five-foot deviation from the standard and a three-foot landscape buffer along the north property line, which is a two-foot deviation from the standard. The applicant is also requesting an Exception to allow 12 perimeter landscape trees in the perimeter landscape buffer. Staff can support the Waiver and Exception requests, as they are consistent with other similar conversions, and the development will be compatible with existing P-R (Professional Office and Parking) zoned properties to the north. Furthermore, the building will maintain the appearance of a single family residence and will be compatible with the existing adjacent residential properties to the north, east, and west.

Staff recommends approval of this request with conditions.

FINDINGS (SDR-41770)

In order to approve a Site Development Plan application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development will be compatible with existing P-R zoned office developments to the south. As the building will maintain the appearance of a single family detached dwelling, the site will be compatible with existing adjacent single-family residential properties to the north, east and west.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The development of professional offices on this site is encouraged, as the property has been zoned for such use and is consistent with its O (Office) General Plan designation. The proposed development does not meet the perimeter landscape buffer requirements for the north, south and west perimeters. The applicant has requested waivers and an exception for these conditions, which are consistent with other converted offices along Jones Boulevard.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site will have access to Jones Boulevard, an 80-foot Secondary Collector on the Master Plan of Streets and Highways, which is adequate to provide access to serve the proposed use. The site access and on-site circulation will not negatively impact adjacent roadways or neighborhood traffic.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building and landscape materials are appropriate for the area and the City of Las Vegas.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The elevations and design characteristics are consistent with the single-family residences in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The site will be subject to inspection by the City and will not compromise the health, safety, and welfare of the general public.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 31

NOTICES MAILED 391

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-41770** APN: 138-36-210-011

Name of Property Owner: JWB NV Invest Series B LLC

Name of Applicant: Gok S. Lim

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: _____

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

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
BECKY A. LEHRKE
No: 09-9949-1
My Appointment Expires May 8, 2013

RECEIVED
MAY 12 2011
City of Las Vegas

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SDR

Project Address (Location) 344 Jones

Project Name office. **Proposed Use** _____

Assessor's Parcel #(s) 138 36 210 011 **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 B LLC **Contact** _____

Address 1823 Belcastro St **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89117

E-mail Address _____

APPLICANT GOK J. LIM **Contact** _____

Address 44 Gulf Creek Ct **Phone:** 702-406-1867 **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

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
BECKY A. LEHRKE
No: 09-9949-1
My Appointment Expires May 8, 2013

FOR DEPARTMENT USE ONLY

Case #	SDR-B41770
Meeting Date:	7-12-11
Total Fee:	1030
Date Received:*	5-12-11
Received By:	FS

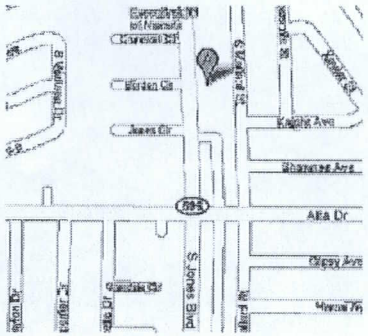
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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OFFICE

344 S. JONES BLVD
LAS VEGAS, NV 89107

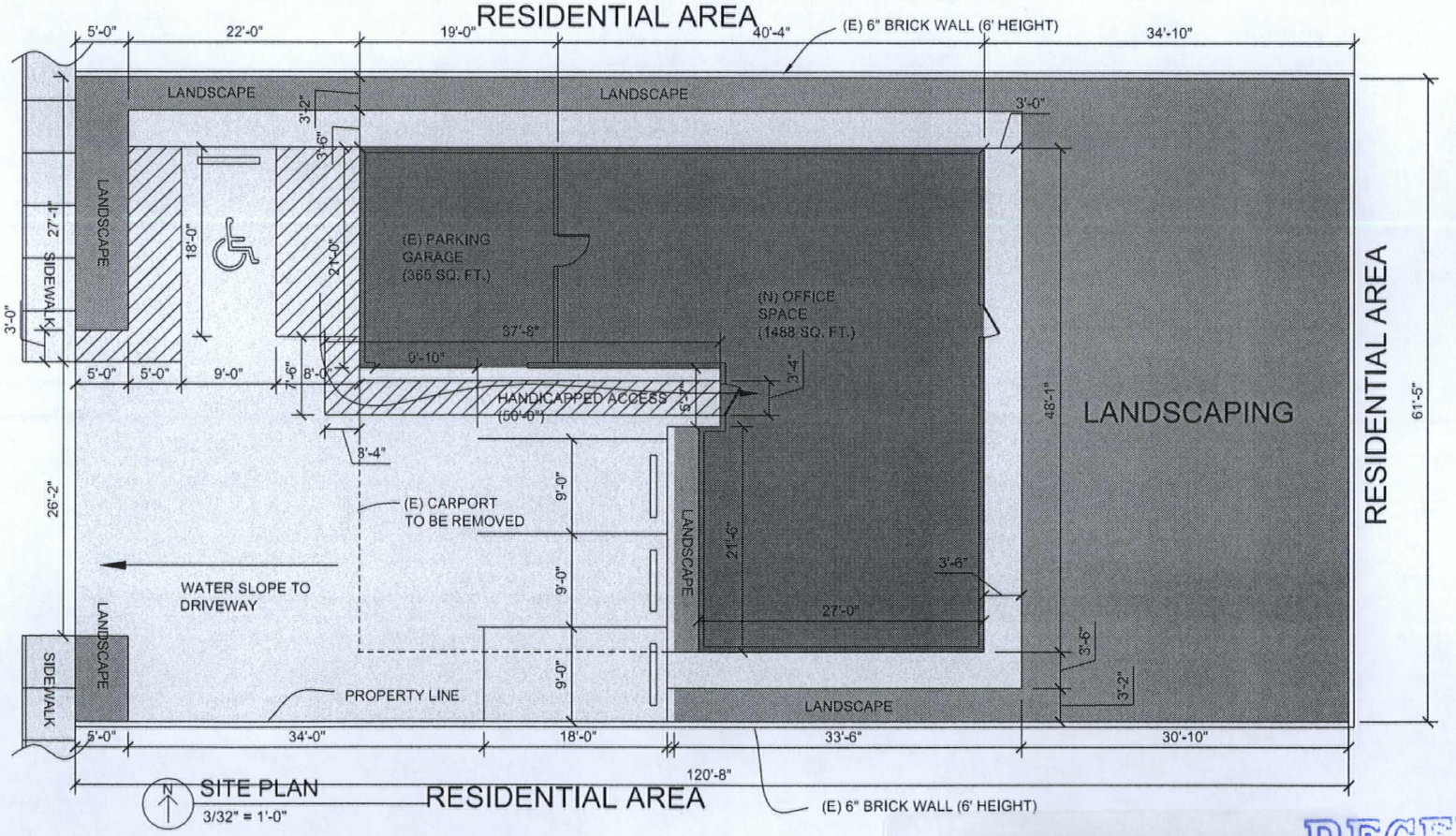


VINCITY MAP
N.T.S

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 RQUIRED
- 5 PARKING SPACE ARE PROVIDED



SDR-41770
REVISED

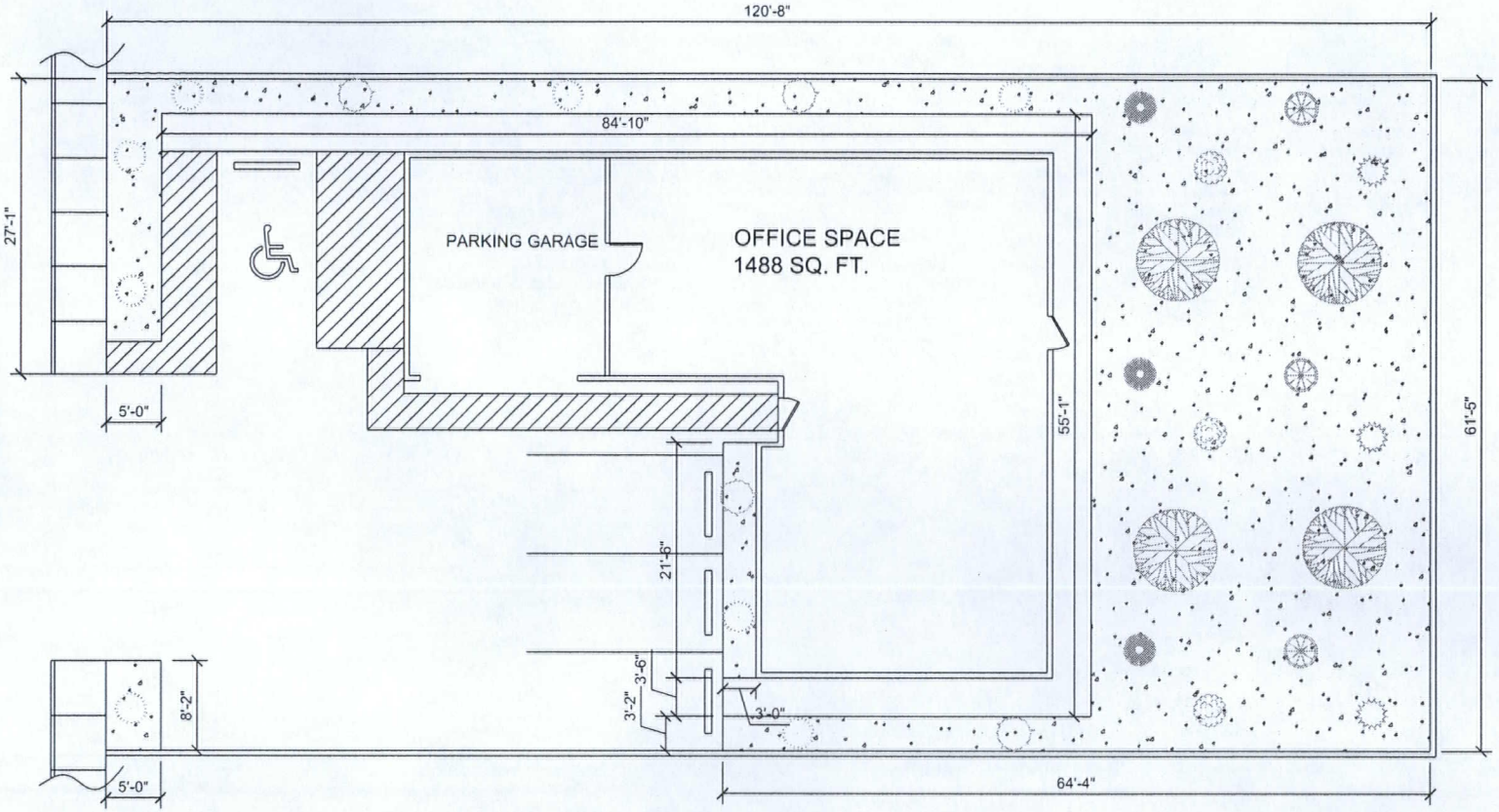
RECEIVED
JUN 2 1 2011

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

TITLE: SITE PLAN
PROJECT: OFFICE
ADDRESS: 344 S. JONES BLVD LAS VEGAS, NV 89107

DRAWN
CHECKED
DATE
SCALE AS SHOWN
JOB NO
SHEET A-1

JONES BLVD



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

TOTAL PLANTS

- 16 TREES
- 9 SHRUBS

(N) 24" BOX TREES				
SYMBOL	NAME	PLANT TYPE	PLANT HEIGHT (FT.)	QTY.
	ARCACIA 'CAT CLAW'	DECIDUOUS TREE	15-20	8
	ACACIA 'SHOESTRING'	EVERGREEN TREE	20-25	4
	ARIZONA ROSEWOOD	EVERGREEN TREE	15-30	4
	3/4" ROCK			

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

SDR-41770
REVISED

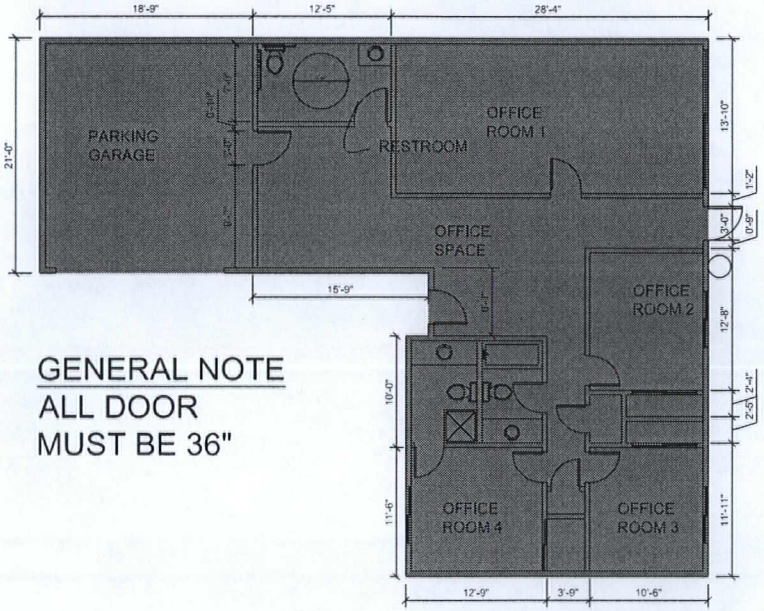
RECEIVED
JUN 21 2011

REVISIONS | BY

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

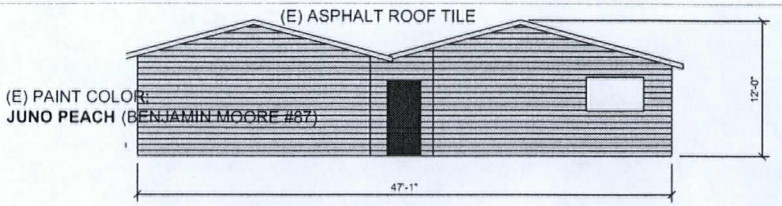
TITLE: LANDSCAPING PLAN
PROJECT: OFFICE
ADDRESS: 344 S. JONES BLVD LAS VEGAS, NV 89107

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CHECKED
DATE
SCALE AS SHOWN
JOB NO.
SHEET A-2

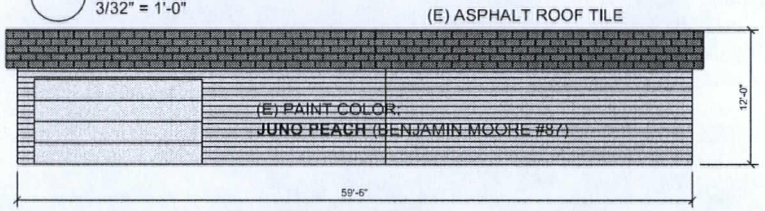


GENERAL NOTE
ALL DOOR
MUST BE 36"

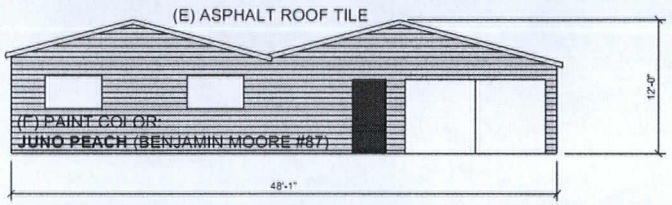
(E) FLOOR & SITE PLAN
3/32" = 1'-0"



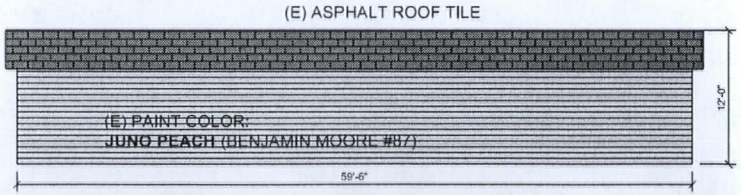
(E)FRONT VIEW (WEST)
3/32" = 1'-0"



(E)SIDE VIEW (SOUTH)
3/32" = 1'-0"



(E)BACK VIEW (EAST)
3/32" = 1'-0"



(E)SIDE VIEW (NORTH)
3/32" = 1'-0"

RECEIVED
JUN 21 2011

SDR-41770
REVISED

REVISIONS	BY

K-1 CONSTRUCTIO INC.
LIC # 0066560
PH # (702) 406-1867
E-mail: K1construction5@yahoo.com

TITLE: FLOOR PLAN/ARCHITECTURAL PLAN
PROJECT: OFFICE
ADDRESS: 344 S. JONES BLVD
LAS VEGAS, NV 89107

DRAWN
CHECKED
DATE
SCALE: AS SHOWN
JOB NO.
SHEET: A-3

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 additonal 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.



SDR-41770 - APPLICANT: SOK J. LIM - OWNER: JWB NEVADA INVESTMENT SERIES B, LLC
344 SOUTH JONES BOULEVARD

06/06/11



SDR-41770 - APPLICANT: SOK J. LIM - OWNER: JWB NEVADA INVESTMENT SERIES B, LLC
344 SOUTH JONES BOULEVARD

06/06/11



SDR-41770 - APPLICANT: SOK J. LIM - OWNER: JWB NEVADA INVESTMENT SERIES B, LLC
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344 SOUTH JONES BOULEVARD

06/06/11

Office
344 South Jones Blvd.
Las Vegas, NV 89107

Development Service Center
33 North Rancho Drive, 3rd Floor
Las Vegas, NV 89106

June 16, 2011
Re: Office

To Whom It May Concern:

I am writing to you in reference to the correction file of the Office date March 13, 2011. Due to the limited amount of land available, we are unable to meet the required landscape requirements, for this reason, we are requesting the following:

1. Waive the 15' requirement of landscape to 5' along the front.
2. Waive the 8' requirement of landscape to 3' along sides.
3. Waive required of trees in landscape behind parking lot.

In addition, we are also noting that all landscaping is noted on the plans but is also include in the backyard. The required 5 parking lots have also been constructing from the available 1488'. A trashcan with wheel swill be stored in the garage and picked up on the specified days by the appropriate service provider. Thank you for your time in this matter.

Sincerely

Signature

Jin Weon Bang

Printed Name.
Principal JWB Language School.

SDR-41770
REVISED

RECEIVED
JUN 21 2011

!"
!#



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;

*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., 19th 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:

CITY COUNCIL, CITY OF LAS VEGAS

By: _____
Mayor

Approved as to Form:

_____
Deputy City Attorney

Attest:

City Clerk

By: _____
Beverly Bridges, City Clerk

OWNER:

KAG PROPERTY, LLC

By: _____

Name: _____

Title: _____

SUBSCRIBED AND SWORN TO before me on this _____ day of _____, 2011.

_____
Notary Public in and for said County and State

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

JuneApril 2011

THIS FIRST AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, ~~2010~~2011 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 ~~1,712±~~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.

*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	Grocery Store; Convenience Store; Restaurant; Restaurant, Carry-Out; Restaurant with Service Bar; Retail Establishment with Package

Blended Use. Generally located at Hualapai Way and Horse Drive. (22.89 acres)	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 Three parcels adjacent to Sky Pointe Drive (approximately 26 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;

*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~~ Rrevisions ~~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

	Duration
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~~

2ndCoordinator'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, Offside 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.

(~~d~~fb) 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.

(~~f~~gc) 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.~~

3.1~~8~~9. 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, Embarq (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.~~04~~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 ~~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 ~~s~~Section ~~3.01.c~~3.02(c).

7.~~05~~06 ~~Northern Beltway~~Sheep Mountain Parkway. Currently, the Property is encumbered by an irrevocable BLM Right-of-Way grant in favor of the City for the proposed ~~Northern Beltway~~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 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.~~06~~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. ~~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~~b) 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.~~07~~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 ~~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 or 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.~~

~~(cd) 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.~~04~~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.~~05~~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.~~06~~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:	~~Kyle Acquistion Group, LLC~~KAG Property, LLC c/o David L. Ash Wells Fargo Special Situations Group-ORE 600 California St., 19th Floor San Francisco, CA 94108~~3455 Cliff Shadows Parkway~~ ~~Suite 220~~ ~~Las Vegas, Nevada 89129~~ ~~Attention: Chief Operating Officer~~

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.~~07~~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.~~08~~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.~~09~~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.~~10~~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.~~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.~~12~~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.~~13~~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.~~14~~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.~~15~~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 _____,
Attest:	2011~~0~~.
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

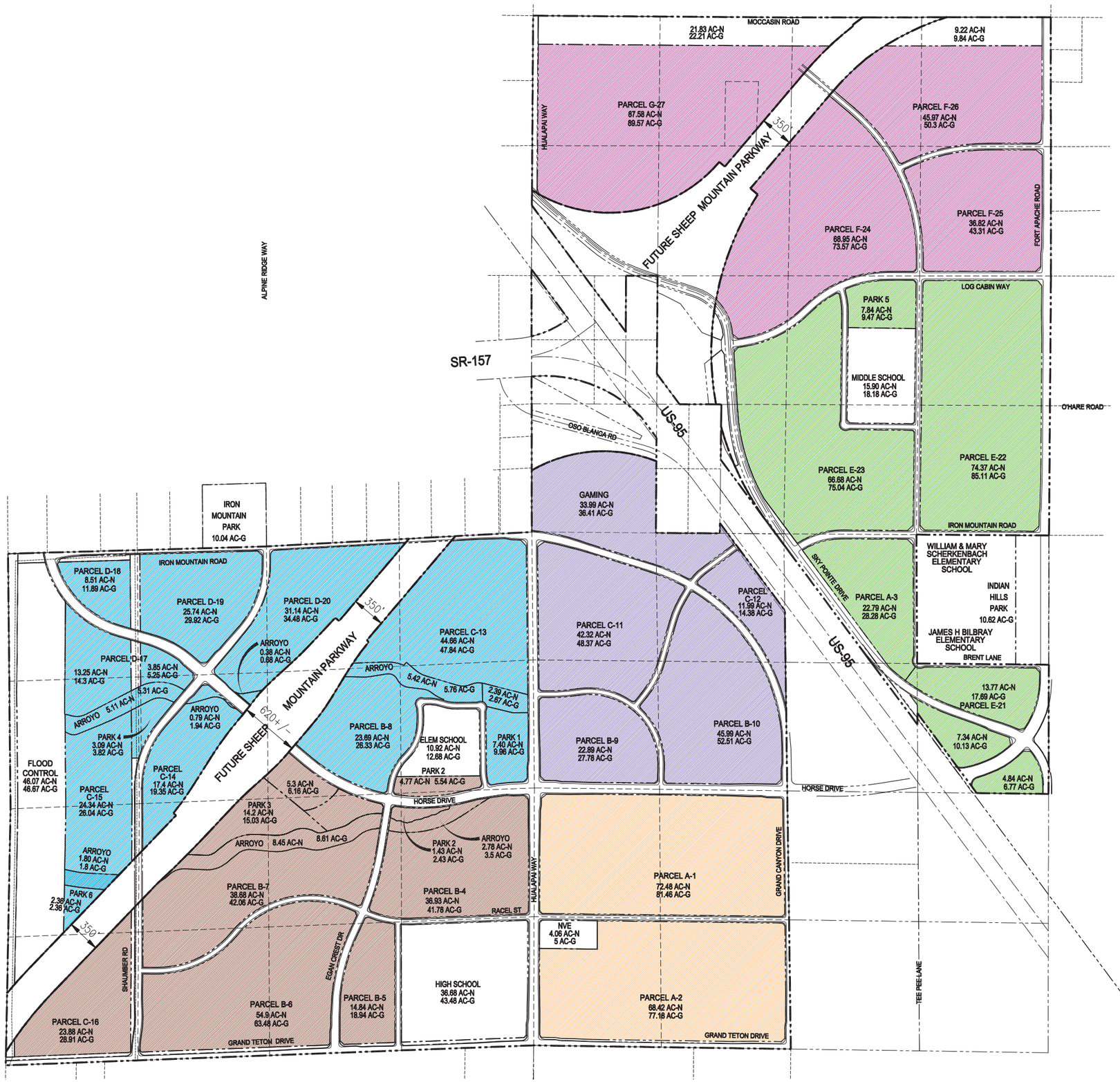
PROPERTY DESCRIPTION

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



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

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

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

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

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 District[1] 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 site[2]: N/A

Number of pupils: 1,910

Junior High/Middle School

School name: Proposed New School (see Land Use Plan)

Distance from site[2]: N/A

Number of pupils: 902

High School

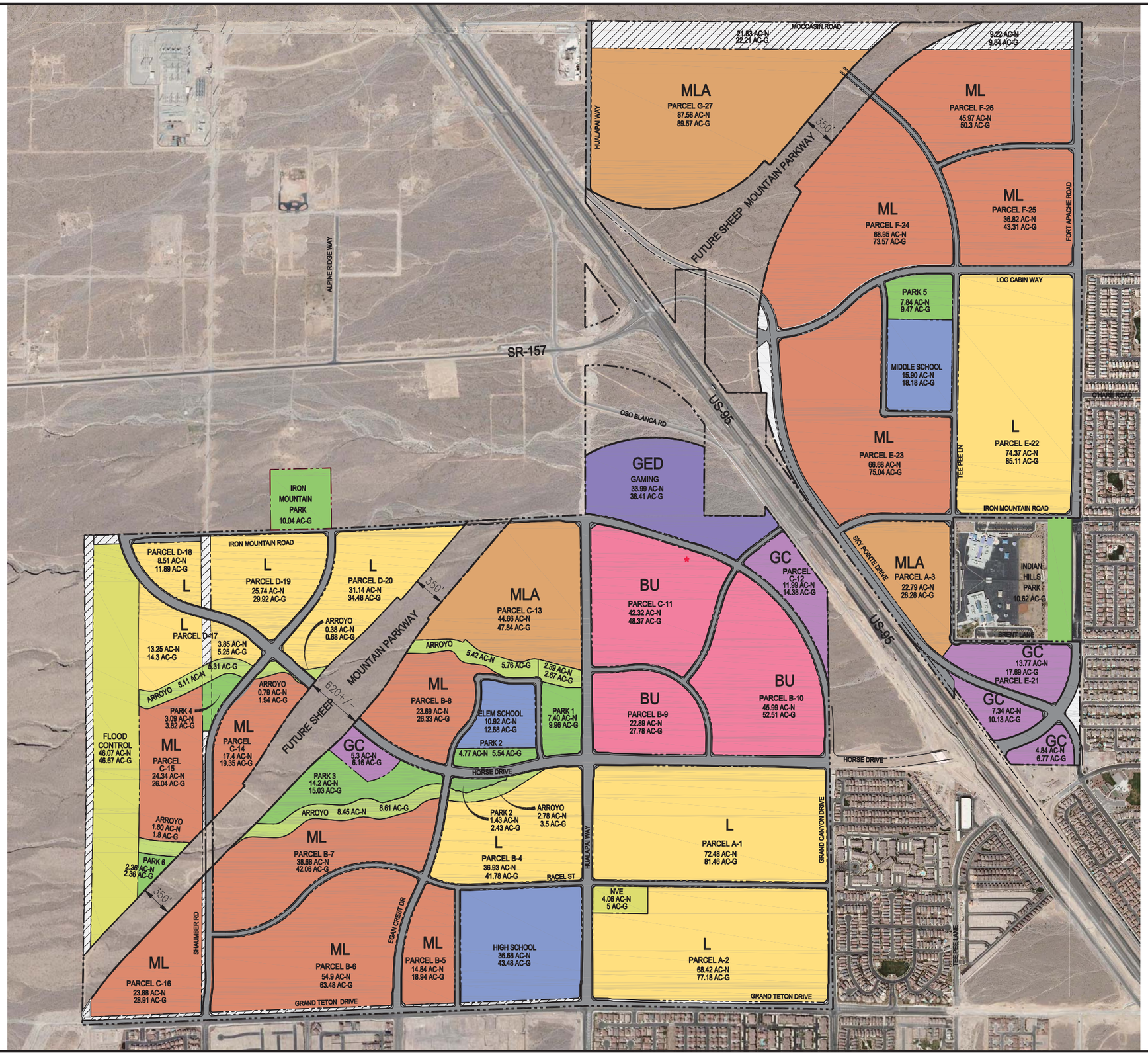
School name: Proposed New School (see Land Use Plan)

Distance from site[2]: 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.



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

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

J:\wce\0922--000_kyle canyon\dwg\Sheets\110620 wce0922--000 land plan.dwg 7/5/2011 9:01 AM Ben Morris

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

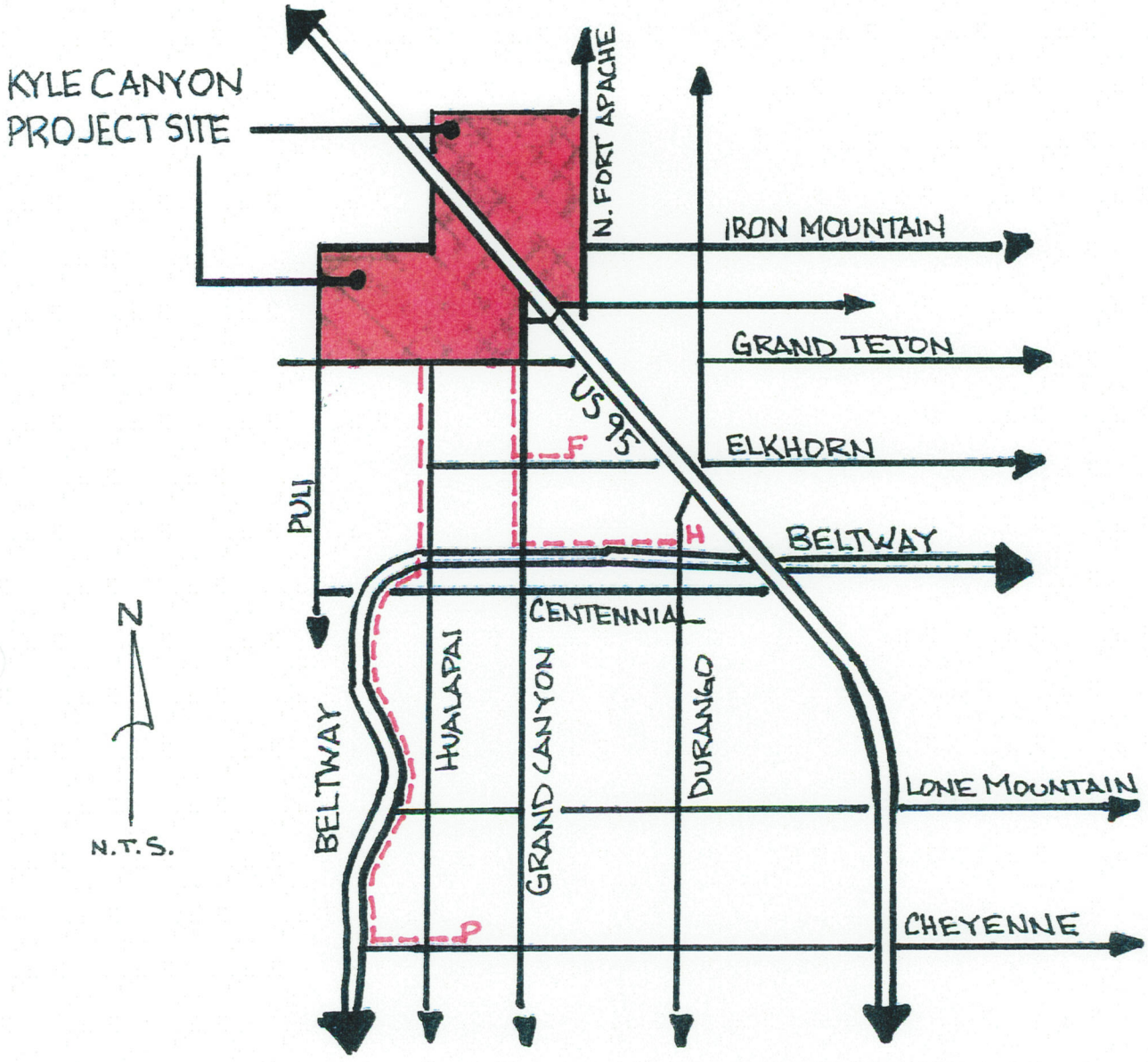
Police	
Name of the facility:	Northwest Area Command
Existing/proposed:	Existing
Distance from site[3]:	12.14 miles

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

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.

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 site[4]: 1.9 miles

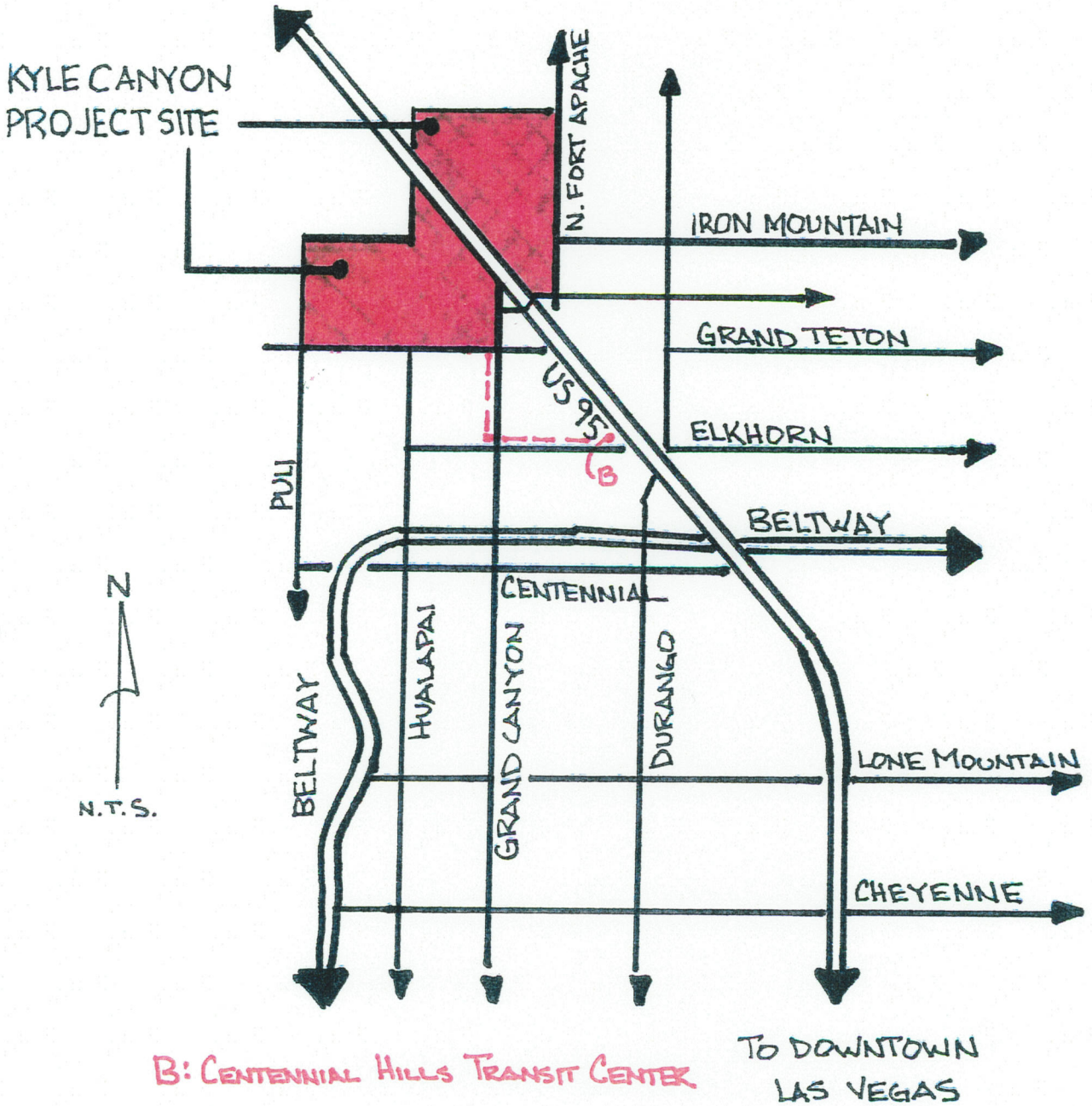
6.b Would the project result in change to the existing mass transit route, creation of a new line, or new loading points?

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.


KYLE CANYON
PROJECT SITE
N. FORT APACHE
IRON MOUNTAIN
GRAND TETON
US 95
B
ELKHORN
PULI
BELTWAY
CENTENNIAL
HUALAPAI
GRAND CANYON
DURANGO
BELTWAY
LONE MOUNTAIN
CHEYENNE
N
N.T.S.
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 existing[5] or planned[6] (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 site[7]:	N/A

Community Park

Park name:	Proposed Jones/Iron Mountain Park
Location:	Jones and Iron Mountain
Distance from site[7]:	8 miles

Regional Park

Park name:	Proposed Jones/Iron Mountain Park
Location:	Jones and Iron Mountain
Distance from site[7]:	8 miles

7.b Based upon 1990 US Census population table[8], 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 fo 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



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	46.67		
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

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

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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 patter 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 facitilites. 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.

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.

9 Water Quality

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.

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.

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
Woofter Family Park	X			9.22
Clarence Ray Park	X			0.10

N: Neighborhood Park **C**: Community Park **R**: Regional Park

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

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]



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	46.67		
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

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

J:\esc0902-000 kyle canyon\dwg\figures\110520 esc0902-000 parks and trails.dwg 7/5/2011 9:17 AM Ben Morris

EXHIBIT C

TO THE KYLE CANYON PARKS AGREEMENT

REQUIRED FACILITIES

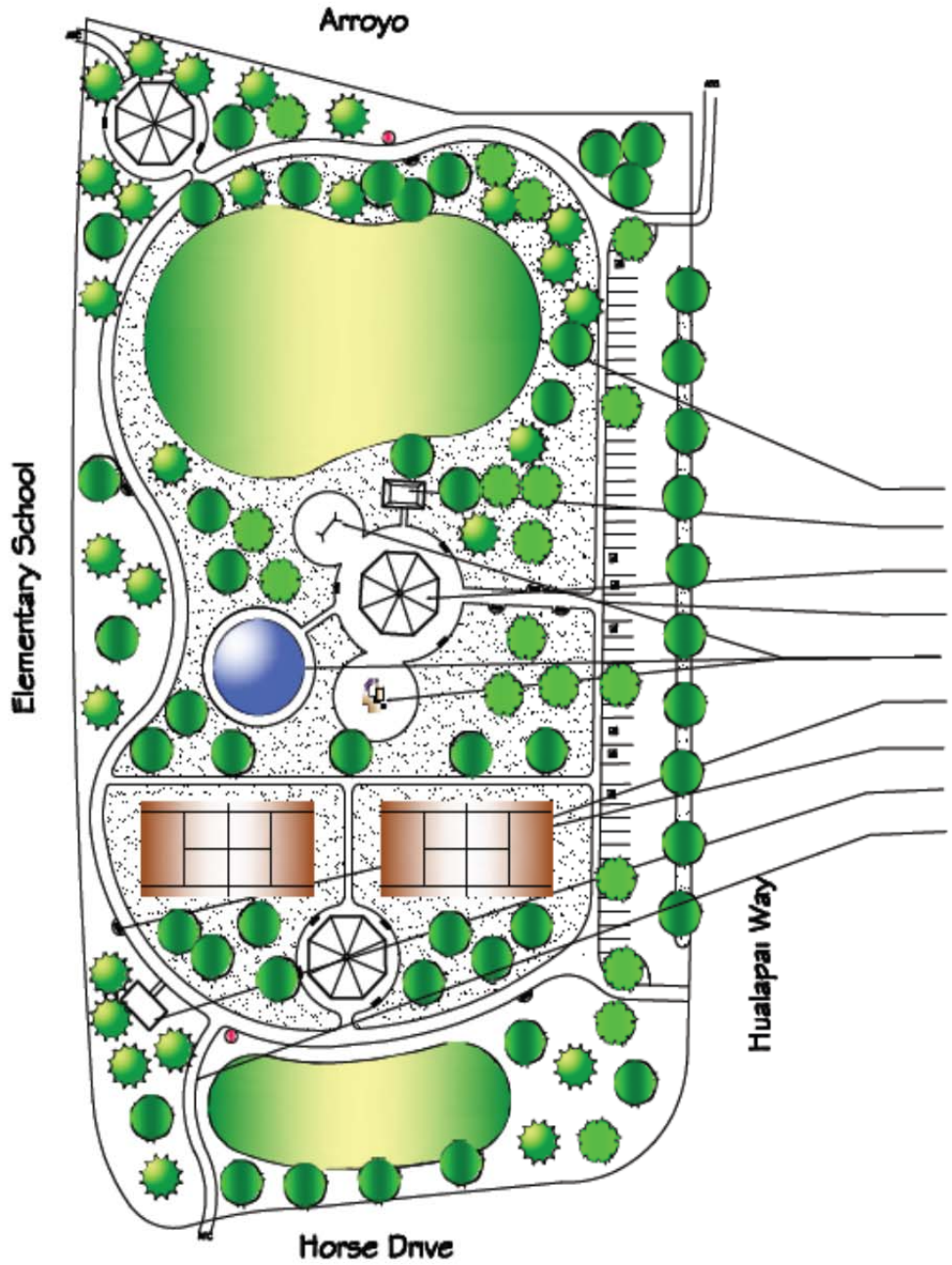
[LIST FOLLOWS THIS PAGE]

AND CONCEPTUAL LAYOUTS FOR PARKS

PARKS AGREEMENT
EXHIBIT C – REQUIRED FACILITIES
KYLE CANYON PARK, ARROYOS & PASEOS

Structures and Site Amenity Programming

Park	Gross Acres	Improved Acres	Restroom	Tennis Court	Basketball Court	Tot Lot	Tot Play Area	Parking Spaces	Picnic Areas	Shade Structures	Turf Play Areas Acres	Splash Pad	Multi Use Field	Baseball Softball Field	Sports Field Lighted	Walk Jog Path	Dog Park (acres)	Fitness Station
1	9.96	7.4	1	2		2		38	4	3	1.23	1				X		X
2	5.54	4.77	1					13	3	3	1.25					X		
3	15.03	14.2	1			1	1	38	2	2	1.64					X		
4	3.82	3.09	1					16	1	1	0.1					X		
5	9.47	7.84	2			1		31	2	2	5		2		X	X		
6	2.36	2.36	1			1		0	2	2	0.15	1				X		
Iron Mountain		10	1			1		99	2	2		X		4	X	X	1	
Indian Hills		11	1			1		99	2	2		X	2		X	X		
North Arroyo																X		
South Arroyo																X		



KYLE CANYON PARK CONCEPTS

N.T.S.

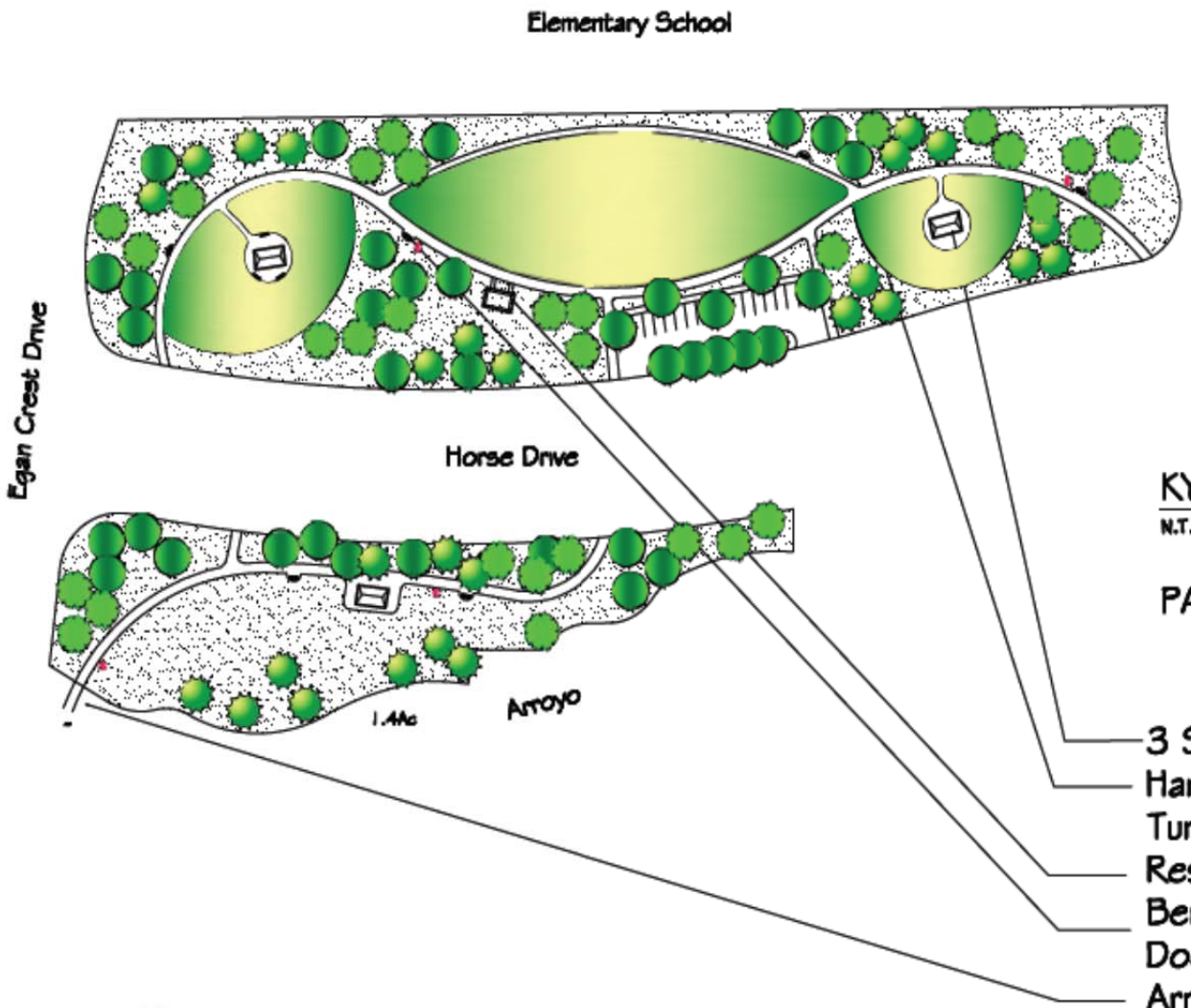
PARK #1 - 7.4 acres (+/-)

- 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)

N

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"More Than Just Landscapes"



KYLE CANYON PARK CONCEPTS

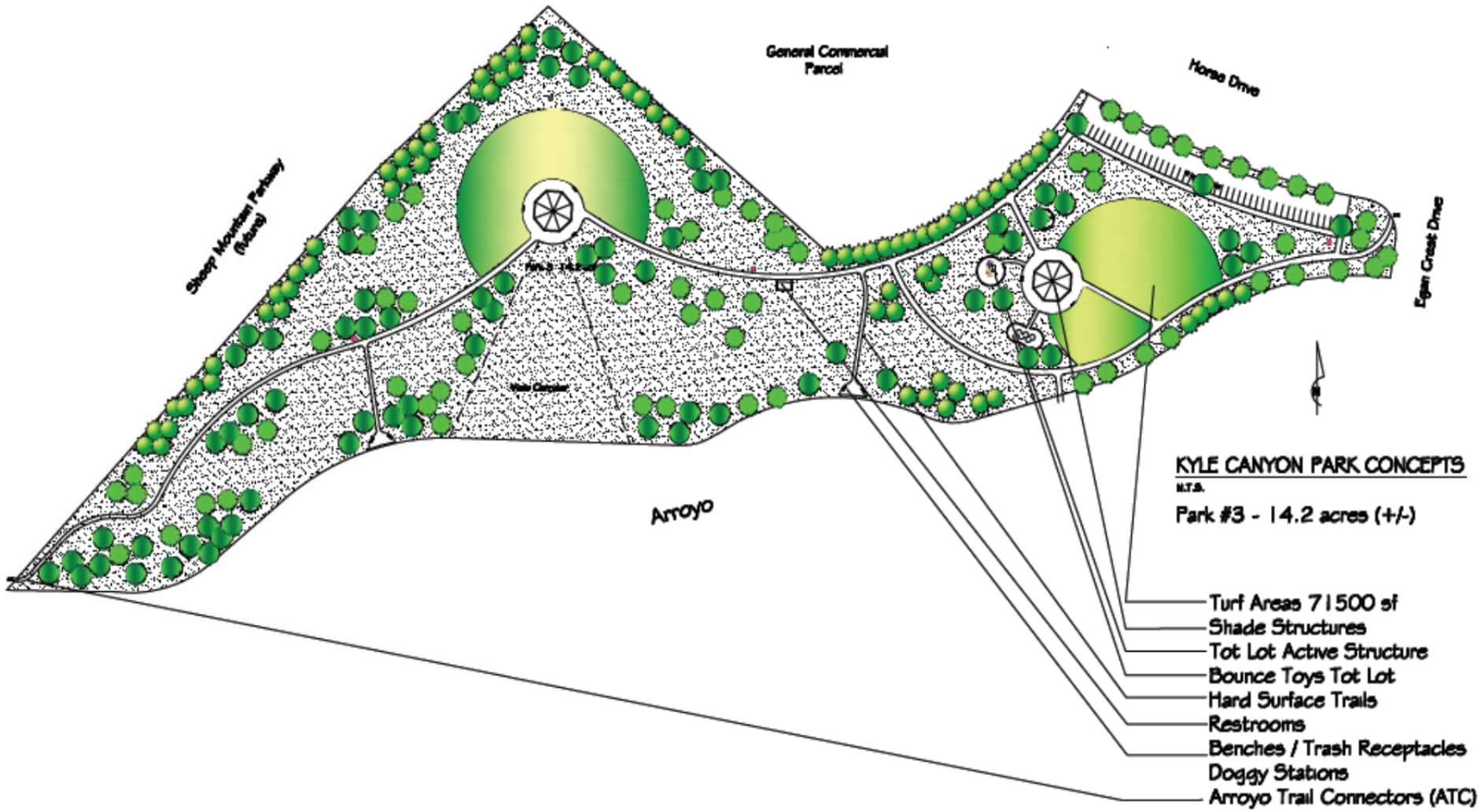
N.T.S.

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

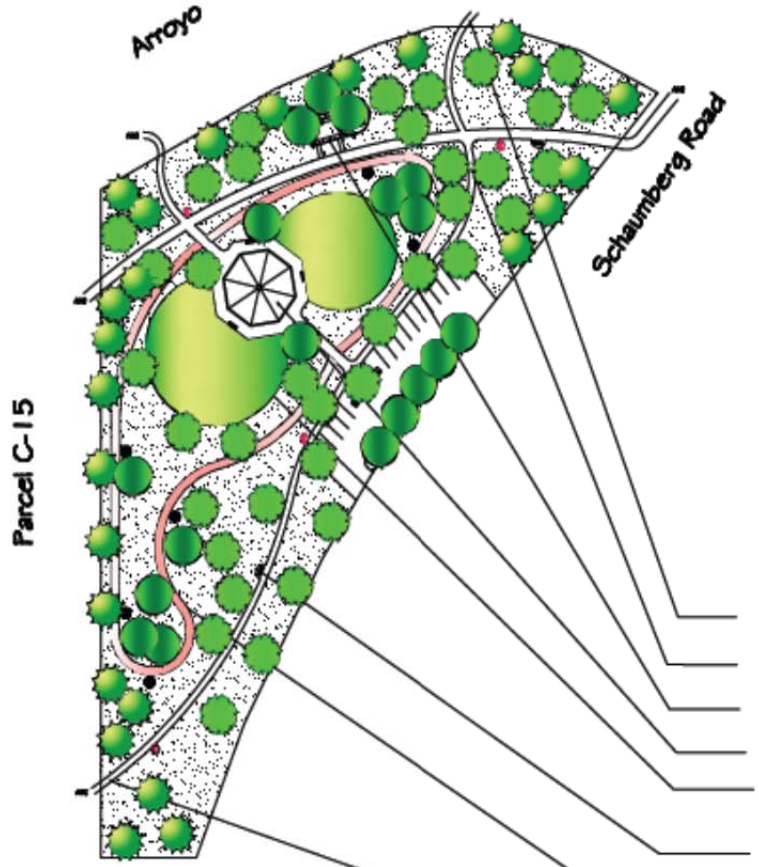
SUN CITY LANDSCAPES, INC.

"More Than Just Landscapes"



SUN CITY LANDSCAPES, INC.

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KYLE CANYON PARK CONCEPTS

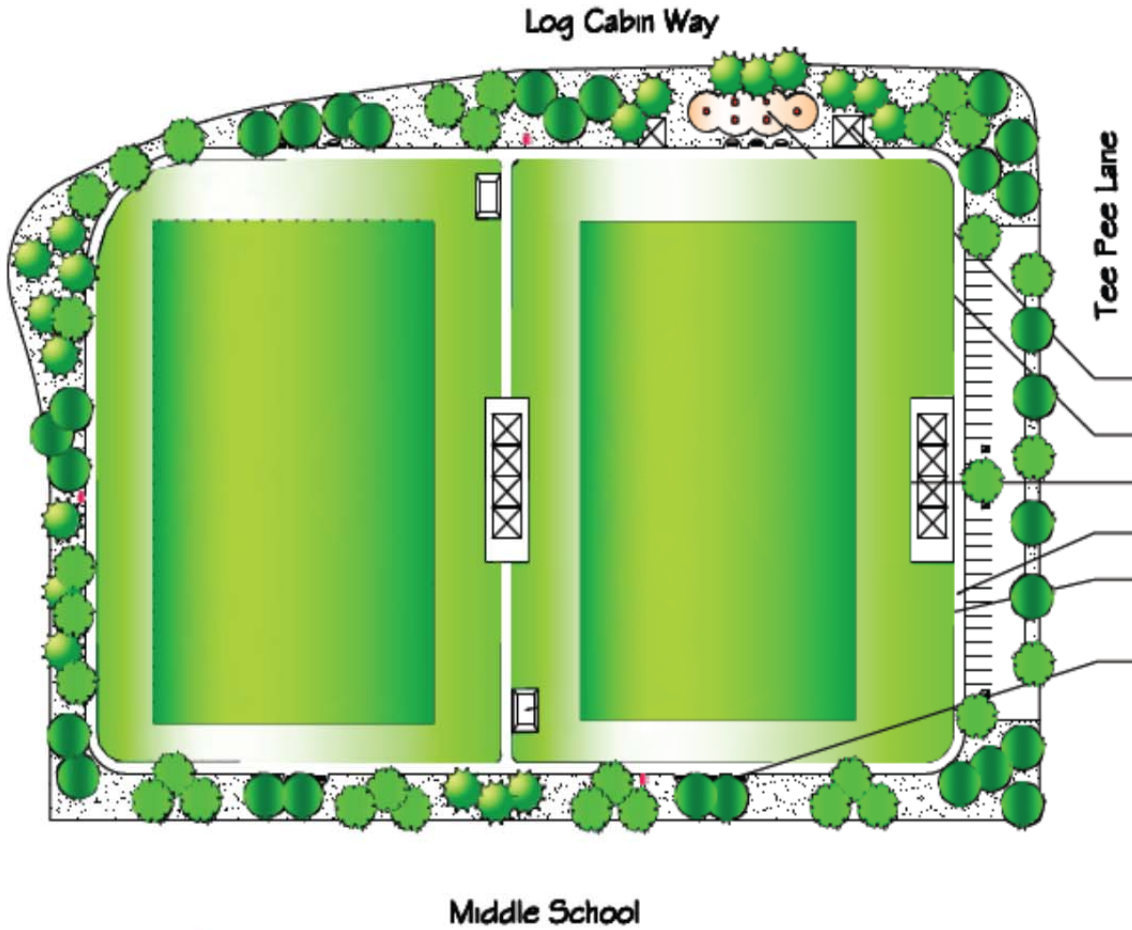
N.T.S.

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

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KYLE CANYON PARK CONCEPTS

N.T.S.

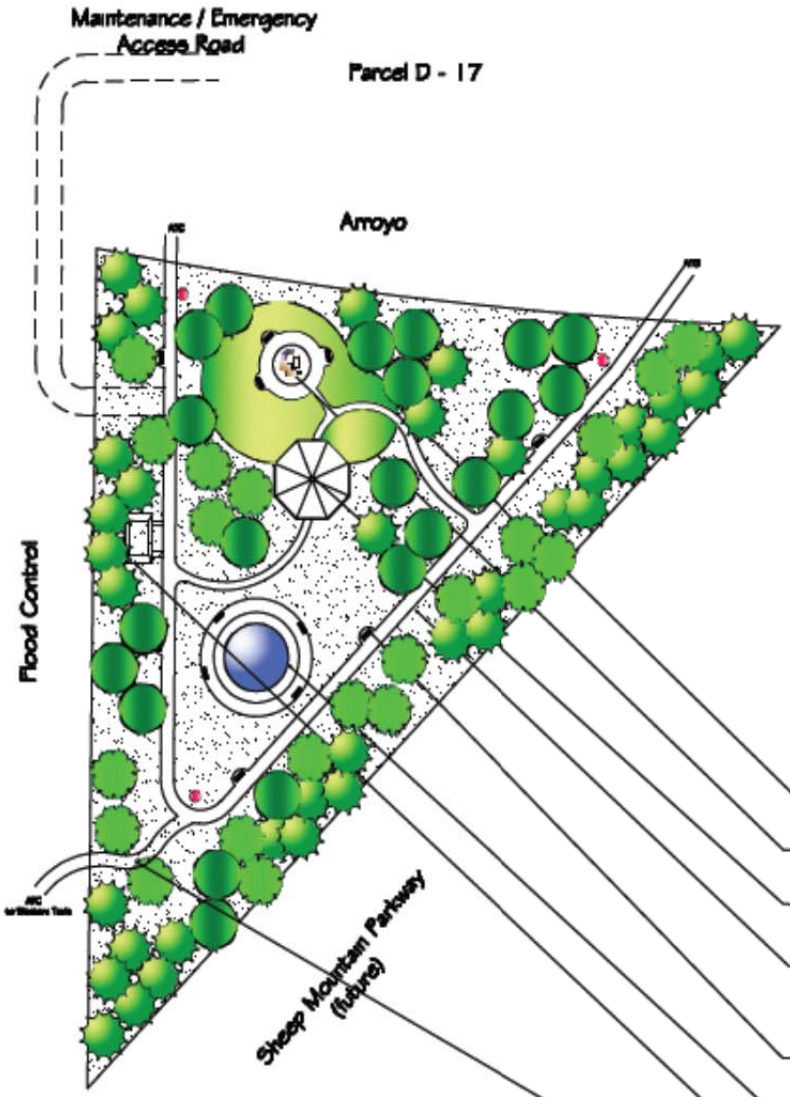
PARK #5 - 7.84 acre (+/-)

- Shade Structures
- Bounce Toys Tot Lot
- Multi-Use Sports Fields
- Hard Surface Trails
- Restrooms (2)
- Benches / Trash Receptacles
- Doggy Stations

N

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KYLE CANYON PARK CONCEPTS

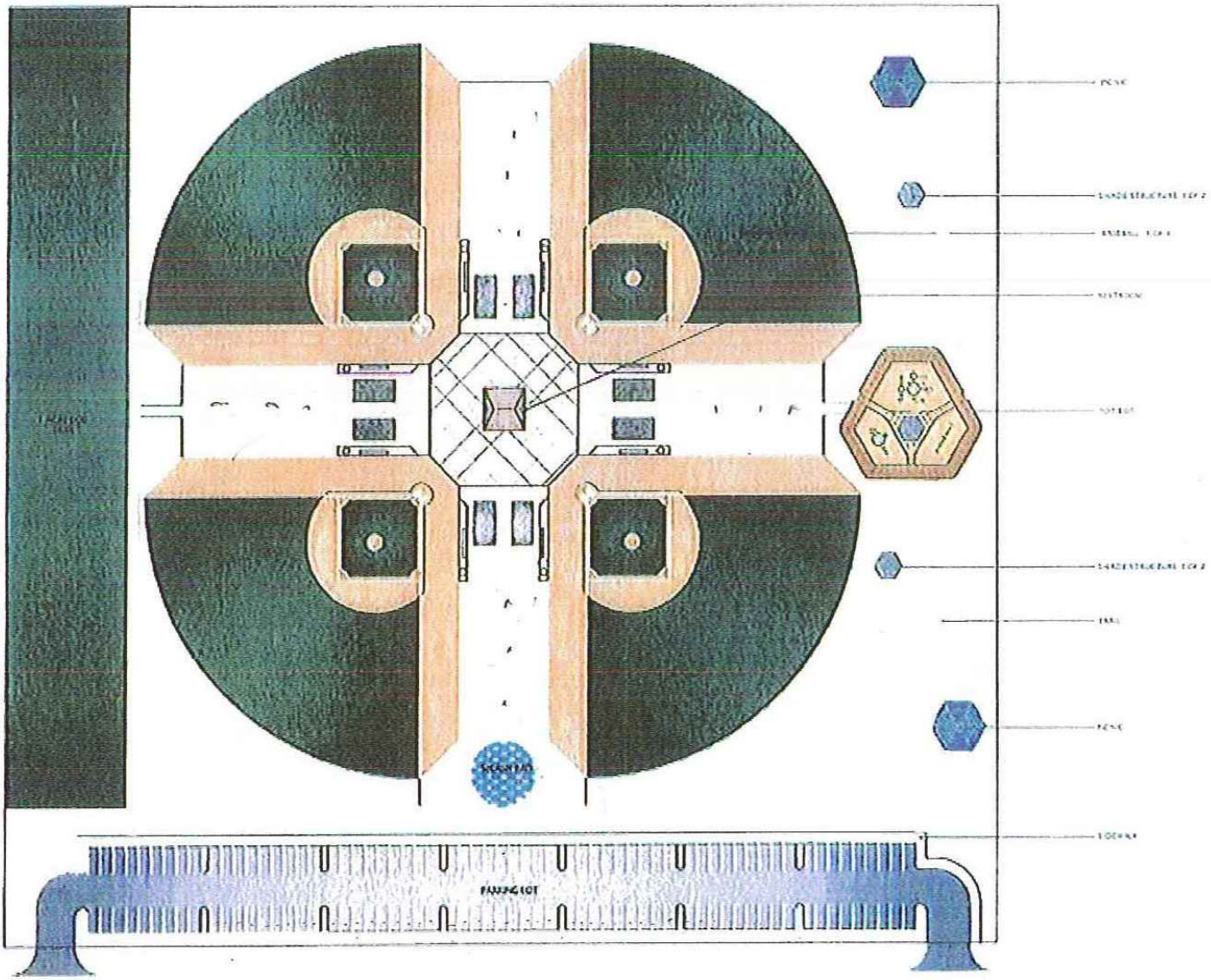
N.T.S.

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)

SUN CITY LANDSCAPES, INC.

"More Than Just Landscapes"



CONCEPTUAL FIT ANALYSIS FOR IRON MOUNTAIN PARK - 10 ACRES (+/-)

1" = 30'

J:\PROJECTS\KYLE CANYON\00-linework\00-final exhibits\10 acre.dwg, \\fpg00\290_Dell_Color

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

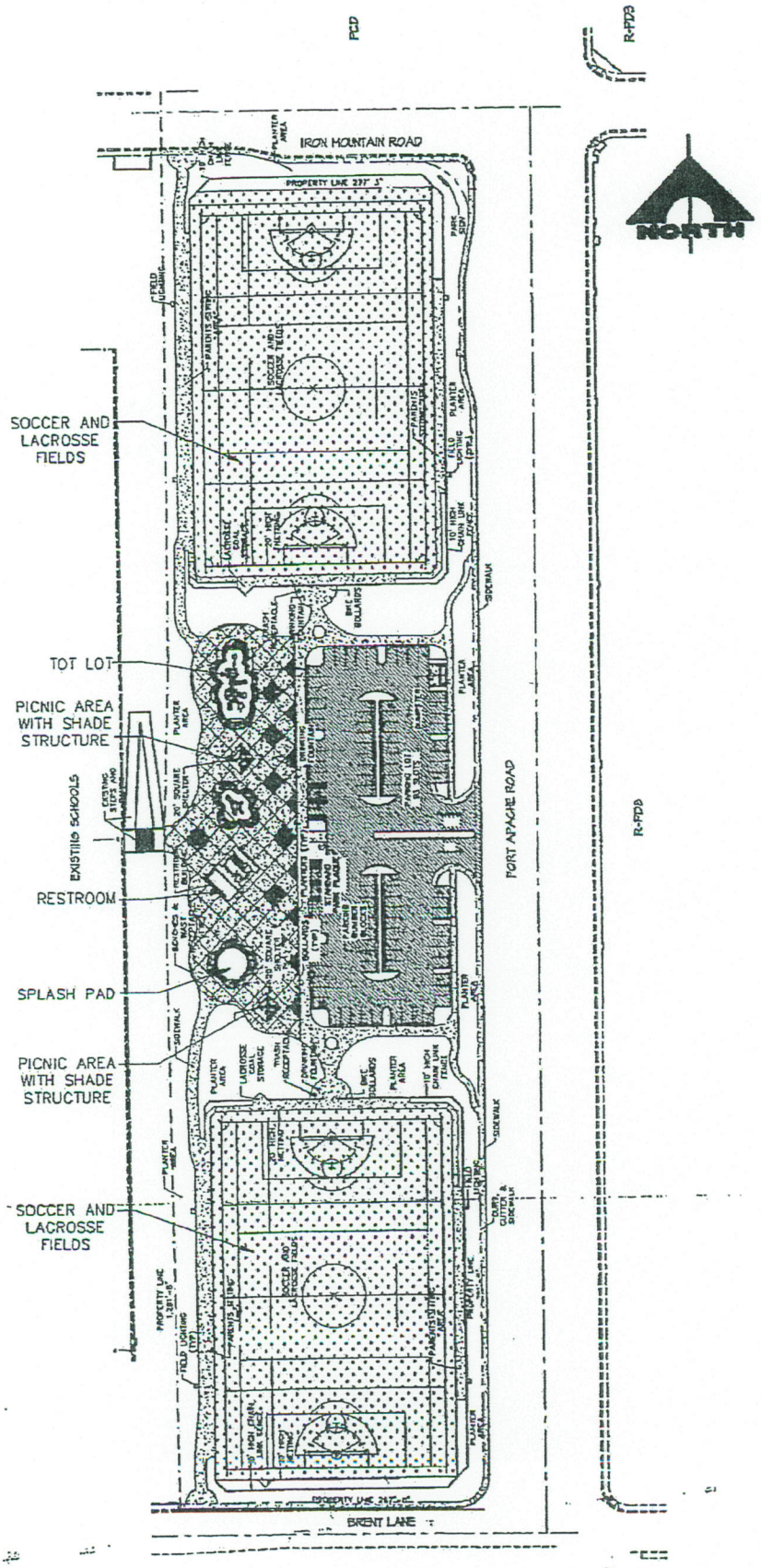
4. The Plan will include a provision that the Plan can be amended by the governing board of the Master Home Owners Association ("HOA") but only with the written consent of the City.

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



CONCEPTUAL LAYOUT FOR INDIAN HILLS PARK 11 ACRES(±)

NTS

DEVELOPMENT AGREEMENT

EXHIBIT E

DEVELOPER SPECIAL IMPROVEMENT GUIDELINES

CITY OF LAS VEGAS

DEVELOPER SPECIAL IMPROVEMENT DISTRICT GUIDELINES

December 2, 1992

TABLE OF CONTENTS

CITY OF LAS VEGAS
Developer Special Improvement District Guidelines

	Page
	1
Eligible Improvements	1
Regional Improvements	1
Public Ownership Requirements	2
Benefit	2
Subdivision Improvements	2
Size	2
Environmental Matters	2
	2
Development	3
Property Owner Experience	3
Financing Completion; Equity	3
Land Use	3
Water, Sewer, and Other Utilities	3
Other Permits	3
Assessment Bonds and Bond Security	3
Primary Security	4
Reserve Fund	4
Appraisal Valuation	5
Additional Security	5
Payment of Assessments; Capitalized Interest	5
Absorption Study	5
Floating Rate Bonds	5
No Pledge of General Fund or Taxing Power	6
Bond Underwriting Commitment	6
Consultants	6
Expenses	6
Project Acquisition	6
Cost Overruns	6
	7
Procedure	7
Pre-Application Meeting	7
Application	7
Council Approval	
Security for Costs	

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 1 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 1 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 it 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 competed 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 ration 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.

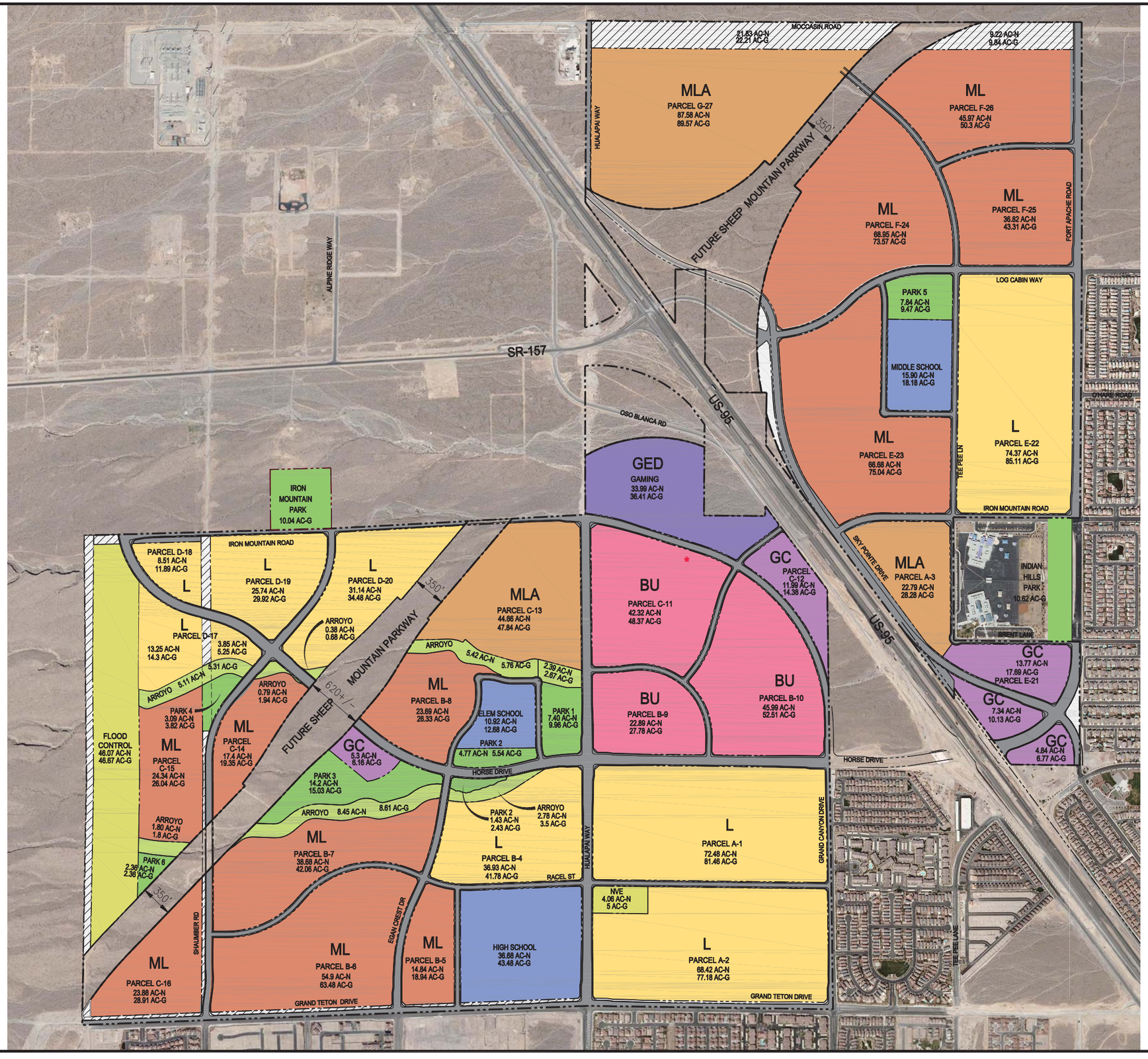
3. Council Approval. If after an initial review, the City staff believes the application satisfies parts A-H hereof, an item will be placed on the Council's agenda authorizing negotiations with respect to the proposed project. If this item is approved by the Council, it is anticipated that staff will 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



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

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

J:\wce\0922--000_kyle canyon\dwg\Sheets\110620 wce0922--000 land plan.dwg 7/5/2011 9:01 AM Ben Morris

DEVELOPMENT AGREEMENT

EXHIBIT G

MASTER DRAINAGE AND TRAFFIC STUDIES (ON DISK)

DEVELOPMENT AGREEMENT

EXHIBIT H

OFFSITE SEWER CAPACITY LETTER

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS

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)

Sanitary Sewers d/D => .90

Existing Sewer => 10" dia.

FORT APACHE

IRON MOUNTAIN

300 Linear Feet
15" Parallel Pipe
(Minimum Required)

Existing 18" SS

EL CAPITAN

DURANGO

MEISENHEIMER

The existing 18" sewer line exceeds flow capacity with the Kyle Canyon 60% development buildout. Peak flows conveyed through these sewer lines from Kyle Canyon reach 2 million gallons a day (mgd) at 60% build-out. A minimum 15" diameter parallel sewer is required to provide adequate capacity for the 100% build-out of the Kyle Canyon Development at the existing conditions.

95 RAMP HORSE N US 95

HORSE

RAMP HORSE S US 95

95 OSO BLANCA

95 SKY POINTE

RACEL

Existing .80 mgd peak
w/Kyle Canyon 60%
up to 2.8 mgd peak

GRAND TETON

GRAND TETON

GILCREASE

FORT APACHE

GRAND CANYON

FARM

RAMP S US95 DRNGO

RAMP DRNGO S US95

CIMARRON

BUFFALO

FARM

SUNNY SPRINGS

SEVERENCE

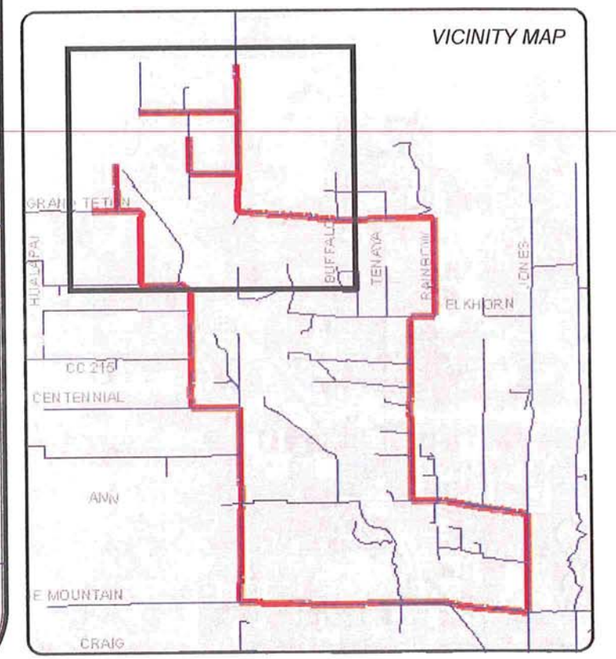
Public Works

Sewer System Planning

Kyle Canyon Development

60% BUILDOUT IMPACTED SEWER LINE SEGMENTS

Kyle Canyon Downstream Sewer Study Area



Sanitary Sewers d/D => .90

Existing Sewer => 10" dia.

FORT APACHE

IRON MOUNTAIN

95 RAMP HORSE N US 95

HORSE

RAMP HORSE S US 95

OSO BLANCA

95 SKY POINTE

EL CAPITAN

MEISENHEIMER

4,941 Linear Feet
15" Parallel Pipe
(Minimum Required)

Existing 18" SS

DURANGO

Existing 21" SS

The existing 18" & 21" sewer lines exceed flow capacity with the Kyle Canyon 80% development buildout. Peak flows conveyed through these sewer lines from Kyle Canyon reach 3.7 million gallons a day (mgd) at 80% build-out. A minimum 15" diameter parallel sewer is required to provide adequate capacity for the 100% build-out of the Kyle Canyon Development at the existing conditions.

RACEL

Existing .80 mgd peak
w/Kyle Canyon 80%
up to 4.5 mgd peak

GRAND TETON

GRAND TETON

GILCREASE

GRAND CANYON

FORT APACHE

FARM

RAMP S US95 DRNGO

RAMP DRNGO S US95

SEVERENCE

CIMARRON

BUFFALO

FARM

SUNNY SPRINGS

Flow capacity for existing sewer pipe is measured at 90% full pipe for this development. Proposed parallel pipe diameter is calculated at 60% full pipe.

CITY OF LAS VEGAS NEVADA

Public Works

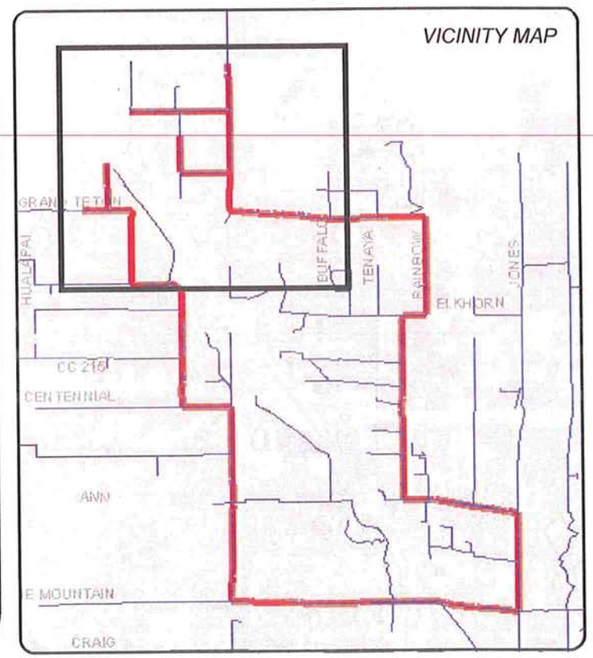
Sewer System Planning

Kyle Canyon Development

80% BUILDOUT IMPACTED SEWER LINE SEGMENTS

Kyle Canyon Downstream Sewer Study Area

VICINITY MAP



Sanitary Sewers d/D => .90

Existing Sewer => 10" dia.

FORT APACHE

IRON MOUNTAIN

95 RAMP HORSE N US 95

HORSE

RAMP HORSE S US 95

OSO BLANCA

95 SKY POINTE

8,296 Total Linear Feet of Sewer Improvements Required @ 100% Build-out

EL CAPITAN

MEISENHEIMER

4,941 Linear Feet 15" Parallel Pipe (Minimum Required)

Existing 18" SS

DURANGO

Existing 21" SS

The existing 18" & 21" sewer lines exceed flow capacity with the Kyle Canyon 100% development buildout. Peak flows conveyed through these sewer lines from Kyle Canyon reach 3.9 million gallons a day (mgd) at 100% build-out. A minimum 15" diameter parallel sewer is required to provide adequate capacity for the 100% build-out of the Kyle Canyon Development at the existing conditions.

RACEL

Existing .80 mgd peak w/Kyle Canyon 100% up to 4.7 mgd peak

GRAND TETON

GRAND TETON

GILCREASE

GRAND CANYON

3,355 Linear Feet 18" Parallel Sewer (Minimum Required)

Existing 24" SS

FORT APACHE

The existing 24" sewer line exceeds flow capacity with the Kyle Canyon 100% development buildout. Peak flows conveyed through these sewer lines from Kyle Canyon reach 8.7 million gallons a day (mgd) at 100% build-out. A minimum 18" diameter parallel sewer is required to provide adequate capacity for the 100% build-out of the Kyle Canyon Development at the existing conditions.

FARM

CIMARRON

BUFFALO

FARM

Existing .82 mgd peak w/Kyle Canyon 100% up to 9.5 mgd peak

RAMP DRNGO S US95

SEVERENCE

SUNNY SPRINGS

Flow capacity for existing sewer pipe is measured at 90% full pipe for this developoment. Proposed parallel pipe diameter is calculated at 60% full pipe.

CITY OF LAS VEGAS NEVADA

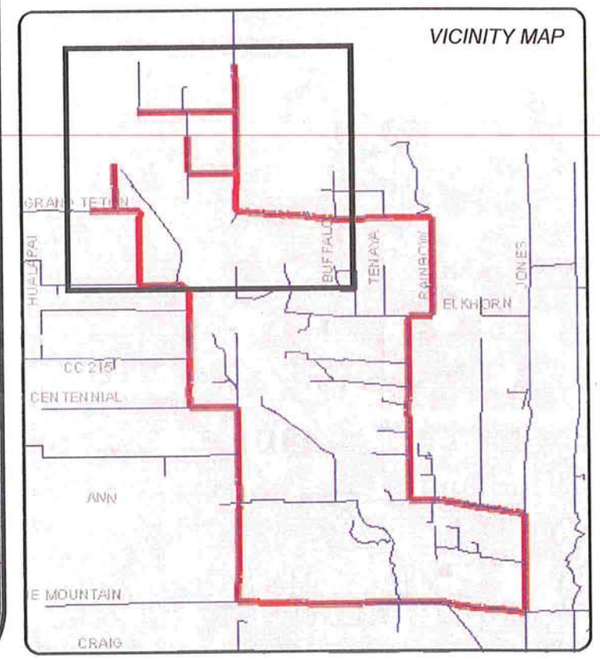
Public Works

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

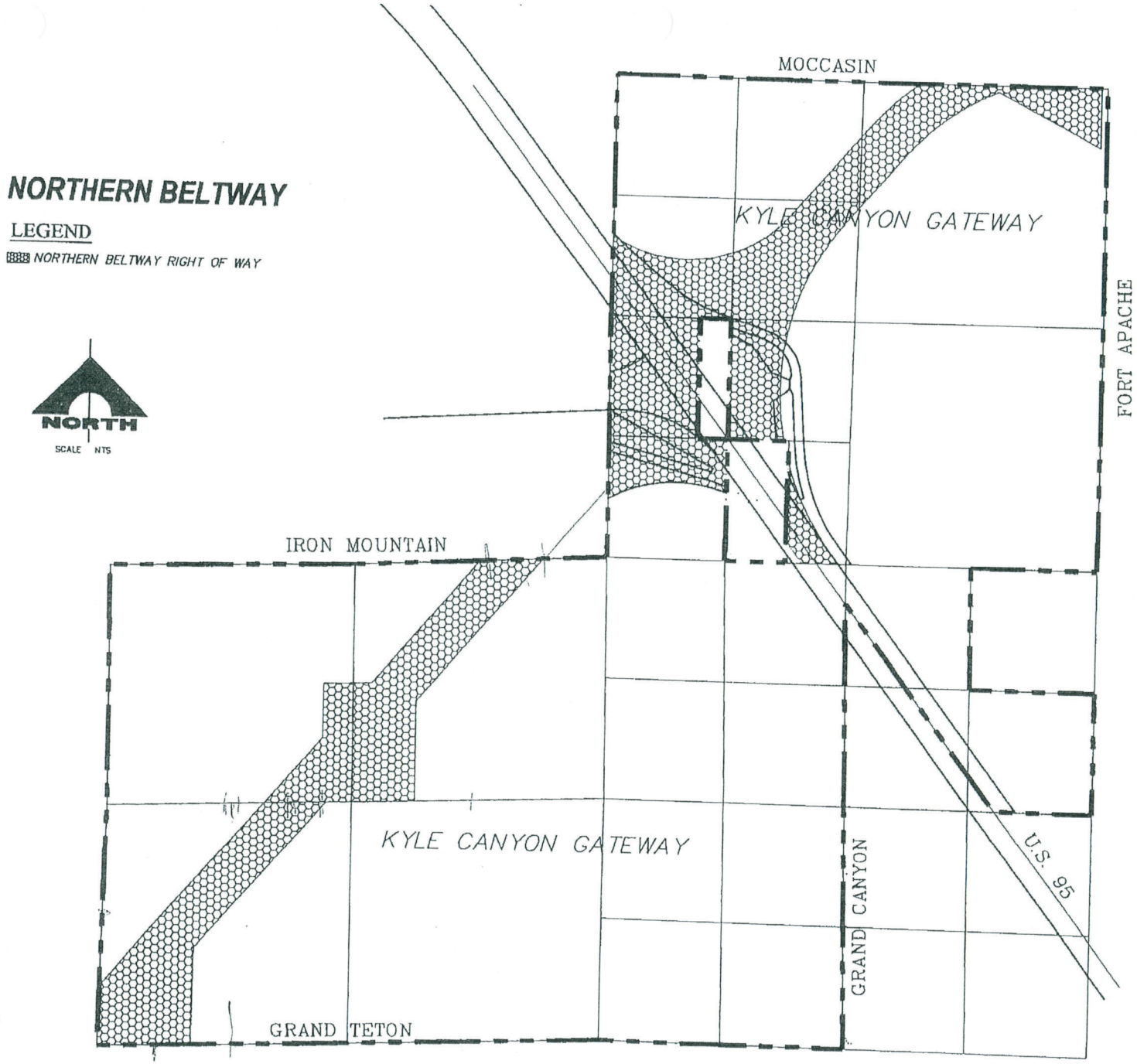


EXHIBIT I - EXISTING ROW

DEVELOPMENT AGREEMENT

EXHIBIT J

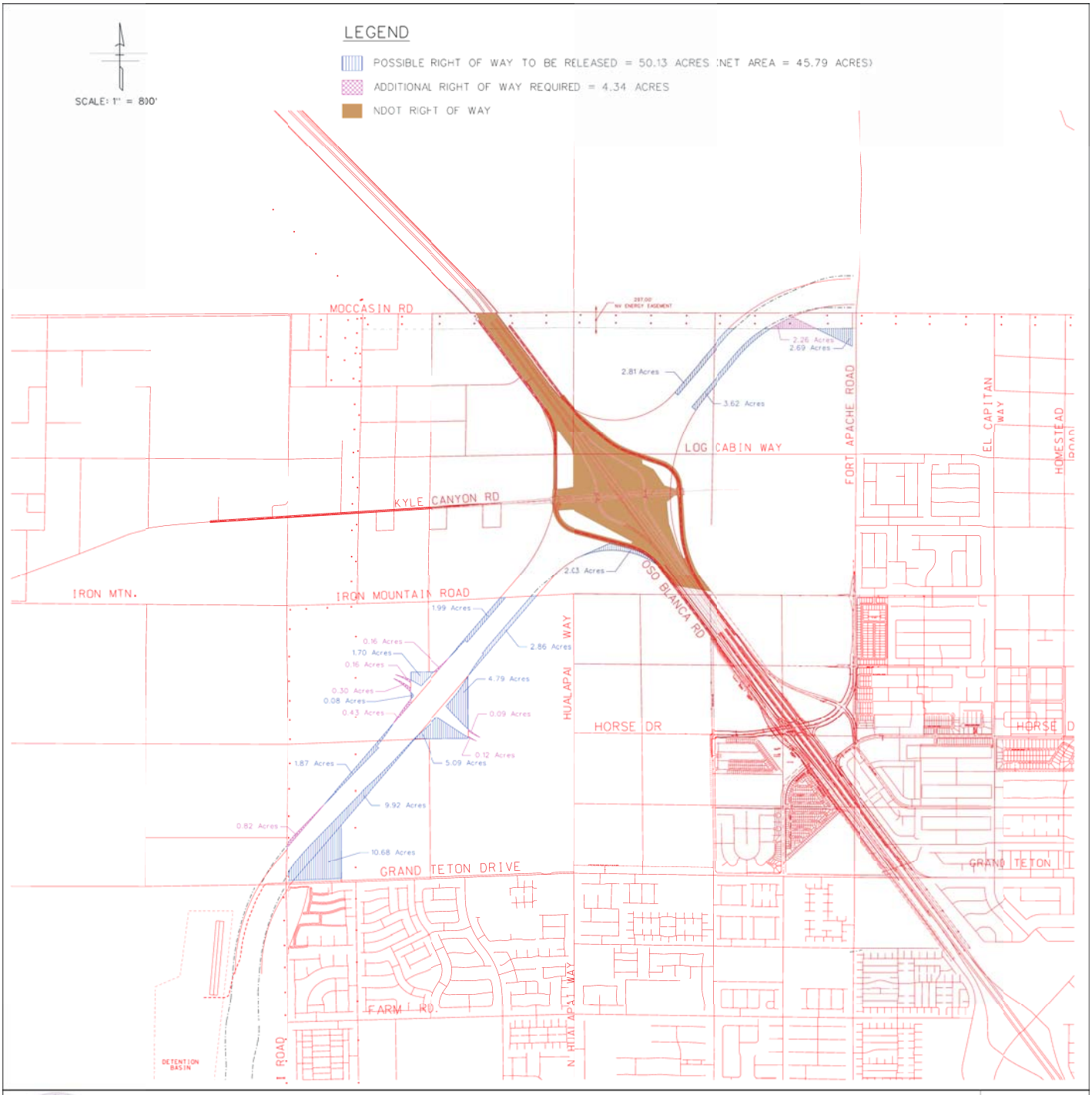
SHEEP MOUNTAIN PARKWAY RIGHT-OF-WAY REDUCTION

DEVELOPMENT AGREEMENT

EXHIBIT K

MEMORANDUM COST BETWEEN INTERIM

AND PERMANENT DETENTION BASINS



RIGHT OF WAY EXHIBIT

JUNE 28, 2011

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS

Job No.: WCP0902.000

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)

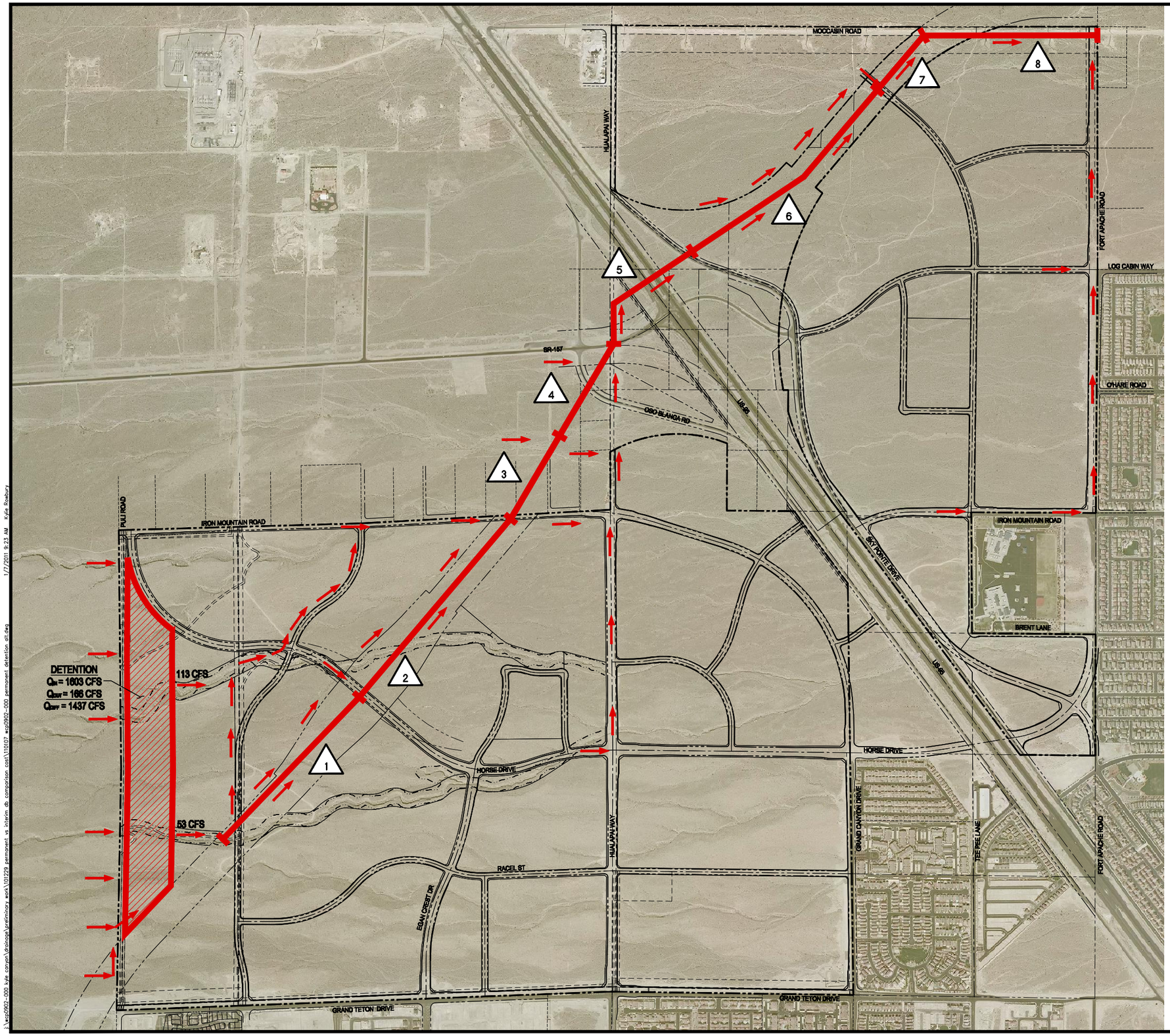
The following table presents an estimate of probable cost for drainage facility infrastructure improvements associated with the Permanent Detention Basin Alternative.

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.



N

0 500 1000

SCALE – 1"=500' FEET

LEGEND

- PROJECT BOUNDARY
- EASEMENT LINE (ESMT)
- PROPOSED DRAINAGE FACILITY
- 1 DRAINAGE FACILITY ID
- FLOW DIRECTION

PERMANENT DETENTION ALTERNATIVE

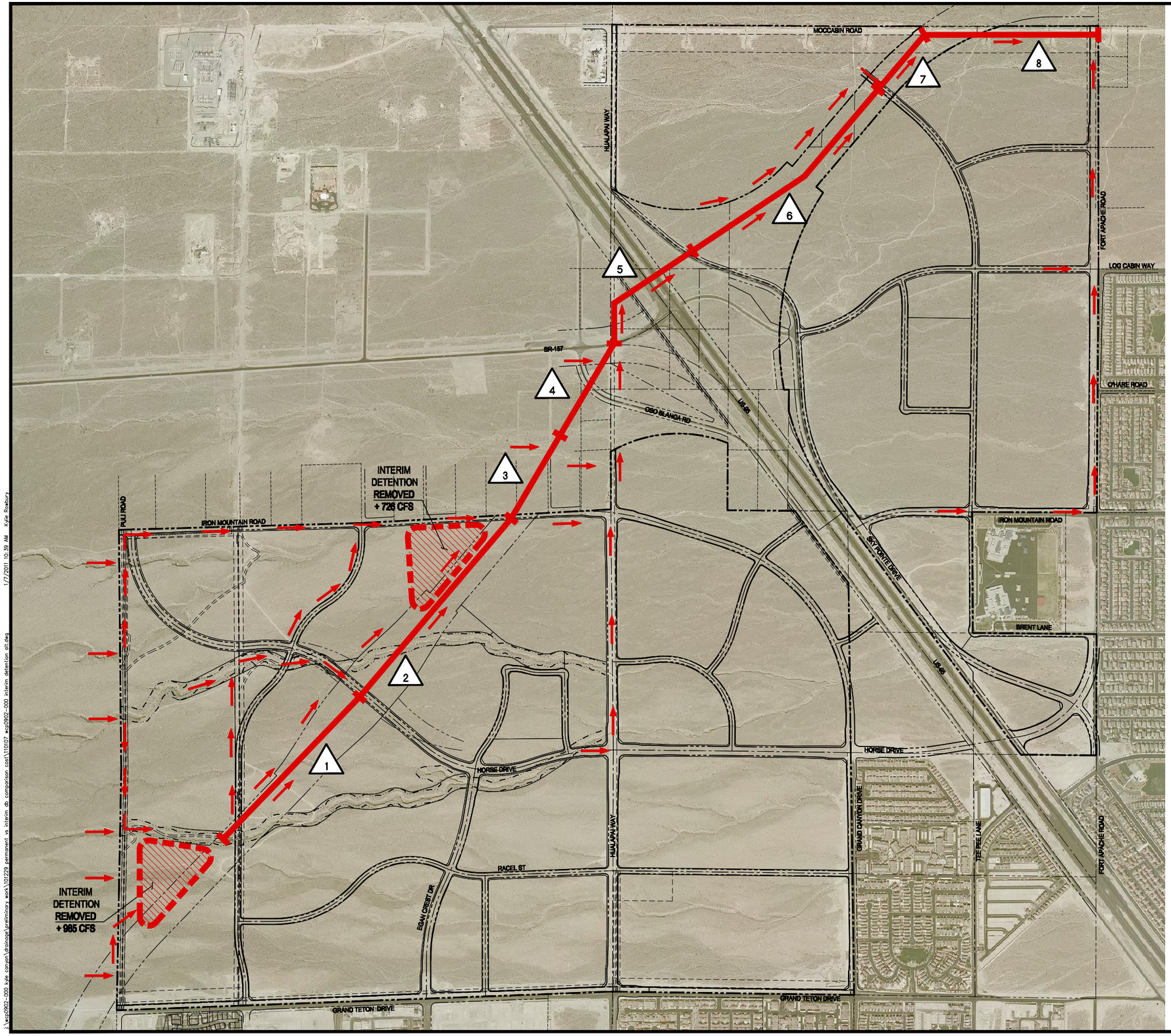
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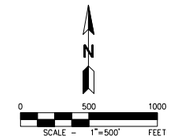
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LEGEND

- PROJECT BOUNDARY
- EASEMENT LINE (ESMT)
- PROPOSED DRAINAGE FACILITY
- INTERIM DRAINAGE FACILITY
- 1 — DRAINAGE FACILITY ID
- FLOW DIRECTION

INTERIM DETENTION REMOVAL ALTERNATIVE

SHEEP MOUNTAIN PARKWAY DRAINAGE FACILITIES

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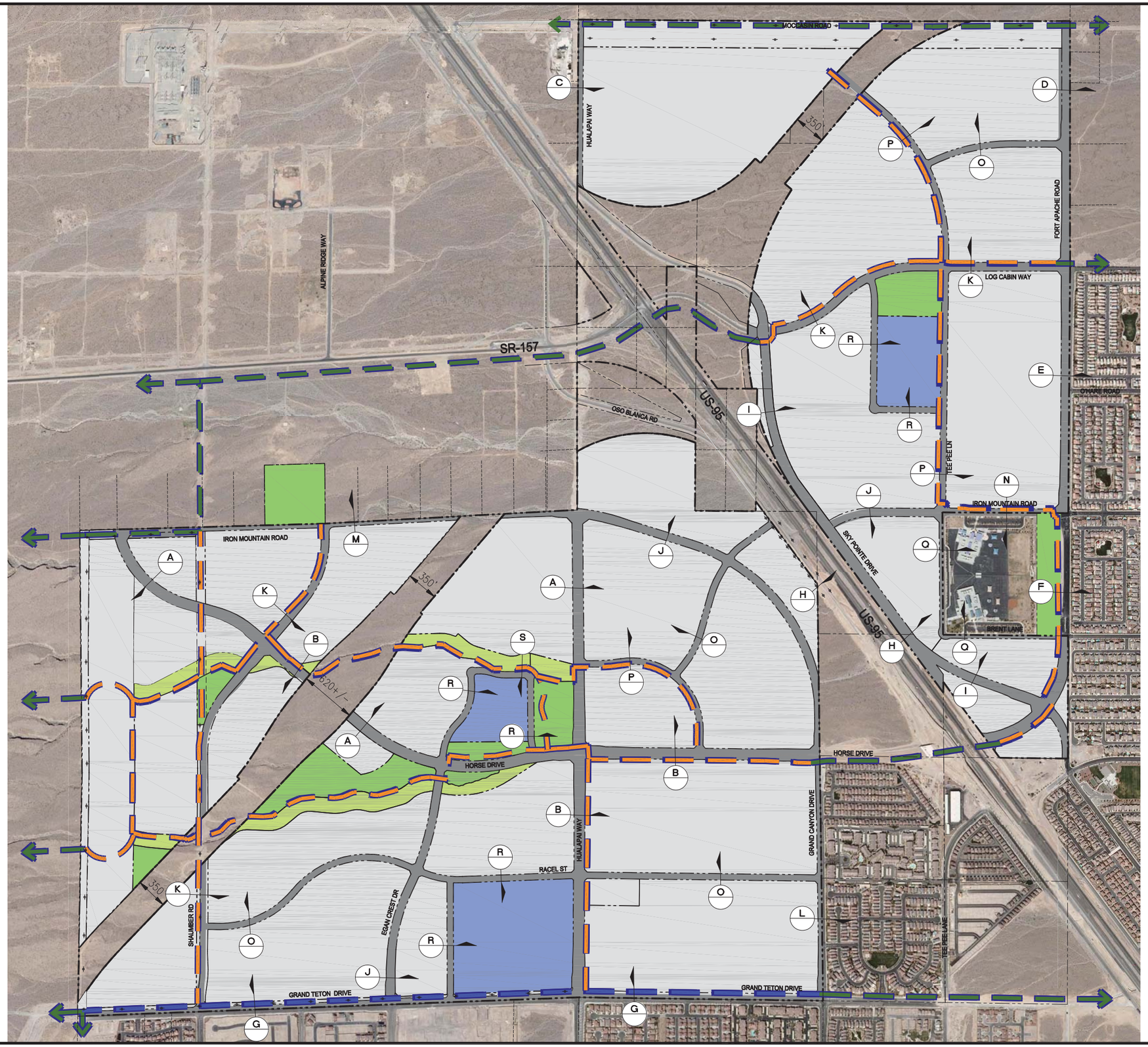
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DEVELOPMENT AGREEMENT

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

N

0 500 1000

SCALE = 1"=500' FEET

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

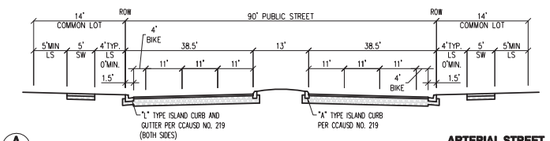
VILLAGE STREET / TRAIL SECTION EXHIBIT

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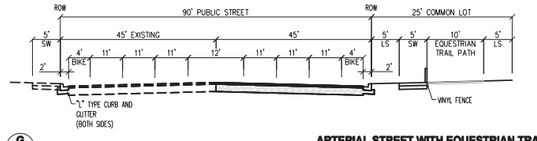
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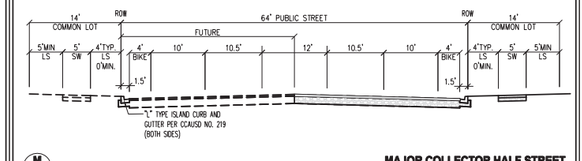
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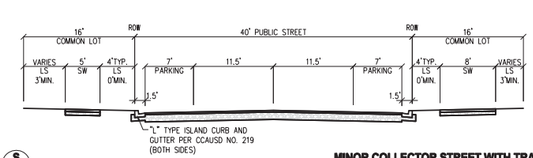
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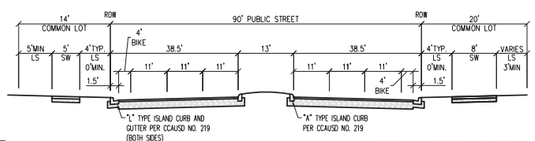
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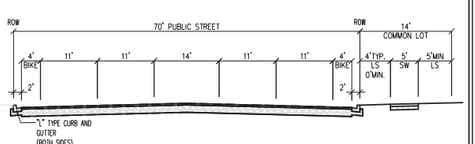
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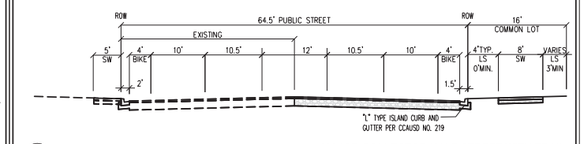
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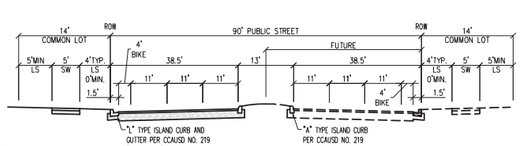
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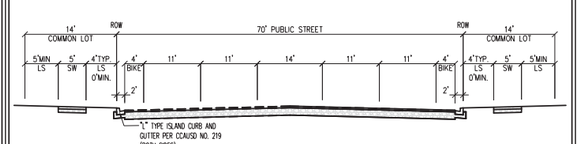
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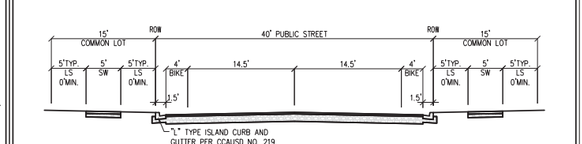
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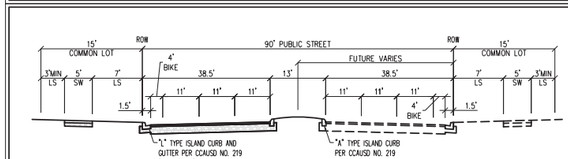
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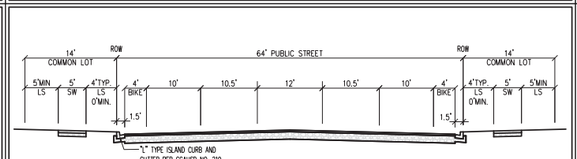
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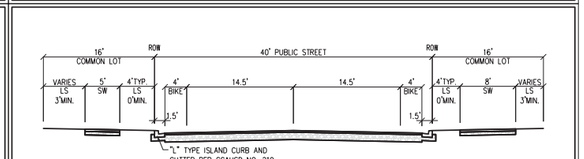
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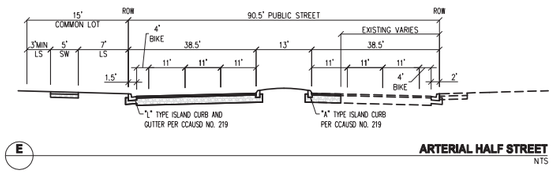
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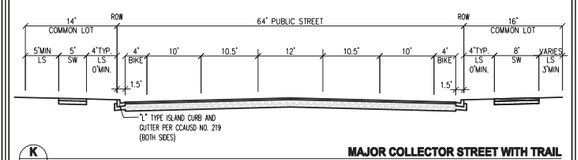
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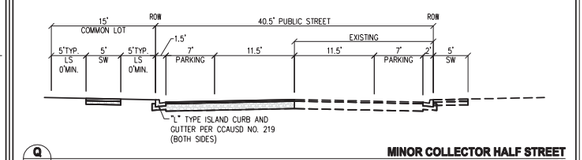
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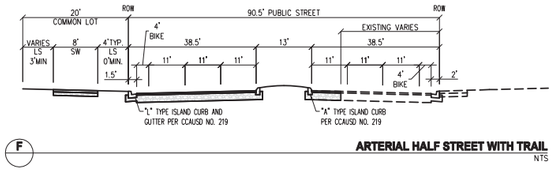
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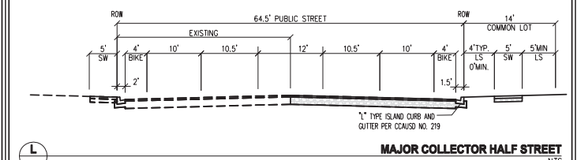
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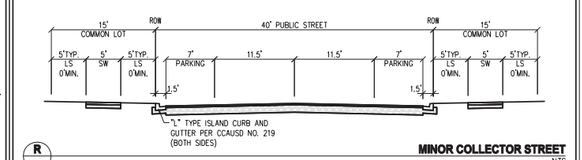
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F **ARTERIAL HALF STREET WITH TRAIL**
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L **MAJOR COLLECTOR HALF STREET**
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R **MINOR COLLECTOR STREET**
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VILLAGE STREET / TRAIL SECTION EXHIBIT

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DEVELOPMENT AGREEMENT

EXHIBIT M

KYLE CANYON DEVELOPMENT STANDARDS

AND

ARCHITECTURAL DESIGN GUIDELINES

Development Standards

06.21.2011

KYLE CANYON

City of Las Vegas, Nevada
Planning & Development Department

Prepared For: CARWIN ADVISORS

Prepared By: SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS

ktgy Architecture+Planning

Table of Contents

Introduction…….. 1

Kyle Canyon Master Plan Land Use Categories…….. 1

Zoning……... 2

Design Review……. 2

Chapter 19.06.040…….. 3
Development Standards

Kyle R-1 Single Family Residential District Modified Standards …… 5

Kyle R-CL Single Family Compact Lot District Modified Standards……..…… 8

Kyle R-TH Single Family Attached District Modified Standards …… 11

Kyle R-2 Medium –Low Density Residential District Modified Standards …… 14

Kyle R-3 Medium Density Residential District Modified Standards ……..…… 17

Kyle R-4 High Density Residential District Modified Standards …… 21

Chapter 19.19. Blended Land Use District……. 24

Chapter 19.19.010…….. 24
Purpose and Intent of Blended Land Use

Chapter 19.19.020…….. 24
Description of Blended Land Use

Chapter 19.19.030…….. 25
Blended Land Use Development Standards

Chapter 19.19.040…….. 28
Blended Land Use Design Guidelines

Chapter 3.16. Environmental Standards…… 35

List of Exhibits

Setback Diagram …….. 37
Cluster Setback Diagram ……. 38
Reciprocal Use Easement Diagram …… 39
H.O.A. Easement Diagram …….. 39
Medium and High Density Apartment Setback Diagram ……. 40
Arroyo Section ……..... 41
A. Arterial Street …… 42
B. Arterial Street with Trail …… 42
C. Arterial Half Street …….. 43
D. Arterial Half Street …….. 44
E. Arterial Half Street ……..…… 44
F. Arterial Half Street with Trail …… 44
G. Arterial Street with Equestrian Trail ……..…… 45
H. Frontage Roads ……..... 46
I. Frontage Roads ……..... 46
J. Major Collector Street…… 47
K. Major Collector Street with Trail…… 47
L. Major Collector Half Street…… 48
M. Major Collector Half Street…… 48
N. Major Collector Half Street with Trail…… 48
O. Minor Collector Street …… 49
P. Minor Collector Street with Trail …… 49
Q. Minor Collector Half Street …… 50
R. Minor Collector Half Street …… 50
S. Minor Collector Half Street with Trail …… 50
49’ Public/Private Street Section …….. 51
49’ Public/Private Street Section (Alt 1) …… 52
35’ Public/Private Single Loaded Street Section ……. 53

24’ Shared Private Drive Detail ……... 54
32’ Shared Private Drive Detail ……... 55
20’ Private Alley Drive Detail …… 56
30” Wedge Type Curb and Gutter ……. 57
10’ Transition From “l” curb to Roll Curb …… 57
Typical Cross Gutter w/ 30” Roll Type Curb and Gutter Detail ……. 58
Modified Residential Driveway Geometrics ……. 59
Cul-de-sac Alternate …… 60
Landscape Buffer Along Bus Turn-Out ……. 61
Village Street/Trail Section Exhibit - Page 1 …….. 62
Village Street/Trail Section Exhibit – Page 2 …….. 63
A. 108‘Arterial Streetscape ……..... 64
B. Arterial Streetscape with Trail……..... 65
C. 94’ Major Collector Streetscape with Trail…… 66
D. 92’ Major Collector Streetscape ……. 67
E. 70’ Minor Collector Streetscape …… 68
F. 70’ Minor Collector Streetscape with Trail …… 69
G. 120’ Arterial Streetscape ……..... 70
H. 120’ Arterial Streetscape with Equestrian Trail…… 71
Utility Considerations …… 72

List of Appendices

Appendix A – Plant List …… A - 1

June 21, 2011

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 ***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.*	
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 *(including Casita* & Detached Side-Entry Garages)*	
• 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 *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.* *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.* *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.*	
• 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 *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.*	60%

STANDARD	**Kyle R – 1 STANDARDS**
Housing Types	Single Family Detached
Max. Building Height *(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.)*	**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 ***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.*	
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' or18'+ 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 *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.* *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.* *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.*	
• 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	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 *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.*	70%
Max. Building Height (ft) *(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.)*	**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 ***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.*	
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' or18'+ 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 *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.* *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.* *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.*	

STANDARD	**Kyle R – TH STANDARDS**
Housing Types	Single Family Attached Residences
• 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	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 *(Primary Walls are those walls which contain the primary glazing and/or private outdoor space per unit. All other elevations are considered Secondary Walls.)*	6'
Max. Lot Coverage *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.*	95%
Max. Building Height *(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.)*	**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 ***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.*	
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' or18'+ 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 *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.* *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.* *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.*	
• 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	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 *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.*	NA
Max. Building Height *(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.)*	**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’

[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-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 ***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.*	
Main Buildings	
• Front	**Duplex and Townhome Units** • From Interior Street 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] • From Court St. or Drive Aisle 3' to Second Story Living over Garage 3' to Porch 5' to Single Story Living 5' to Second Story Living <5' or18'+ to face of Garage Door [1] • From Interior Paseo or Interior Common Open Space 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** • Rear Yard with No Alley 5’ • Rear Yard from Alley 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** • 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 *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.*	
• 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 *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.* *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.* *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.*	
• Rear	**Duplex and Townhome Units** 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
• Rear	**Medium Density Apartments** 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

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 *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.*	NA
Max. Building Height *(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.)*	**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, *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.

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 ***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.*	
Main Buildings	
• Front	10‘
• Side	5’
• Corner Side	5’
• Rear	• <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 *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.*	
• 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 *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.* *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.* *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.*	
• 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 *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.*	NA
Max. Building Height *(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.)*	**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 ≤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 *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.*	
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 *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.*	75%
Max. Building Height *(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.)*	**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 Parcels developed with two or more blended land uses	Parking and loading requirements shall be as proscribed in the Unified Development Code for that use. 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, round-abouts 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, round-abouts 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 form 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

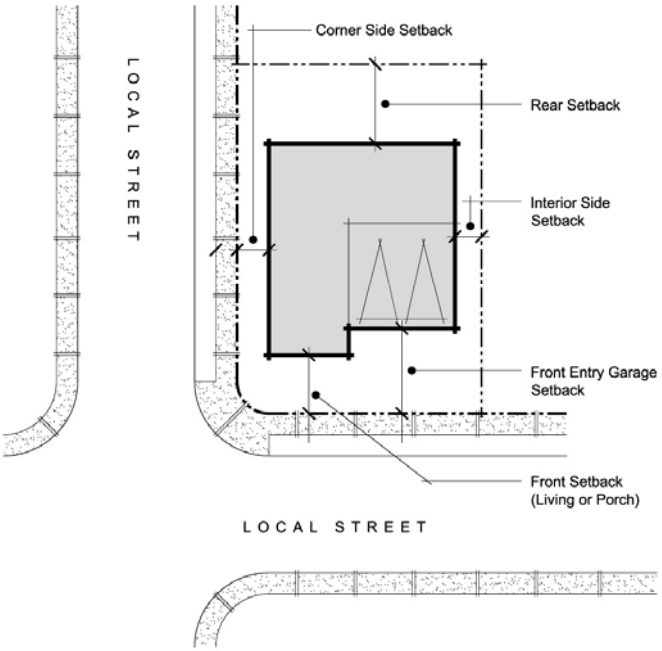
3. Compact fluorescent lighting

4. Indoor motion sensing lighting

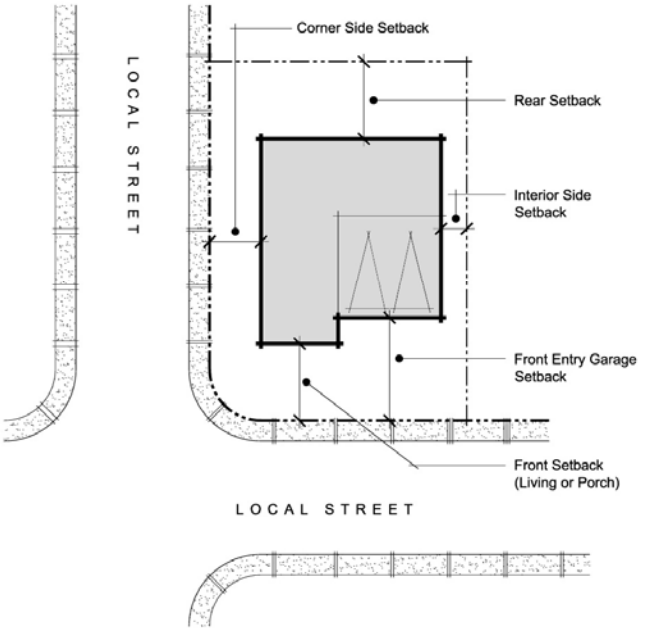
5. Photovoltaic solar panels and net metering systems

6. Energy Star appliances

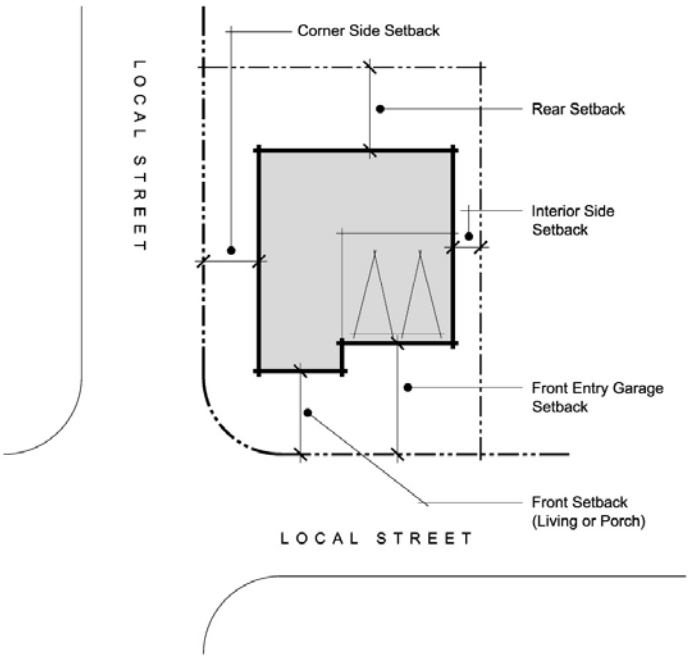
SINGLE FAMILY DETACHED, DUPLEX, TOWNHOME
Detached Sidewalk



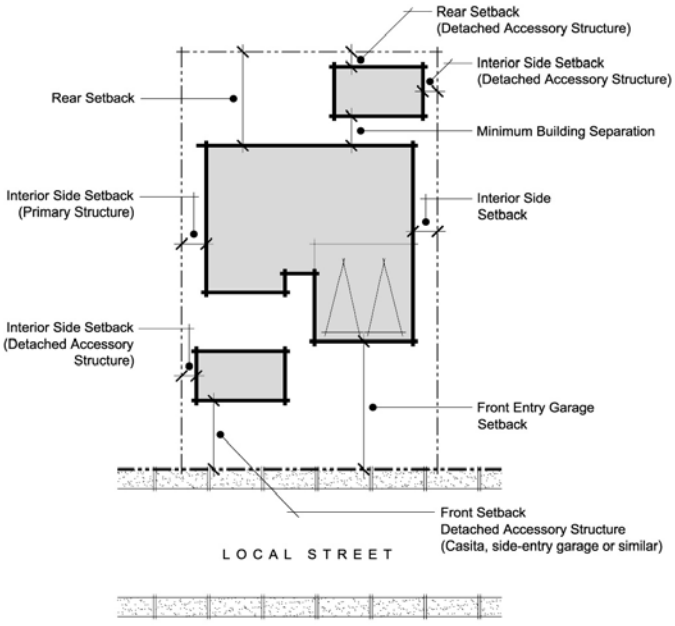
SINGLE FAMILY DETACHED, DUPLEX, TOWNHOME
Attached Sidewalk



SINGLE FAMILY DETACHED, DUPLEX, TOWNHOME
No Sidewalk



SINGLE FAMILY DETACHED, DUPLEX, TOWNHOME
Detached Accessory Structure

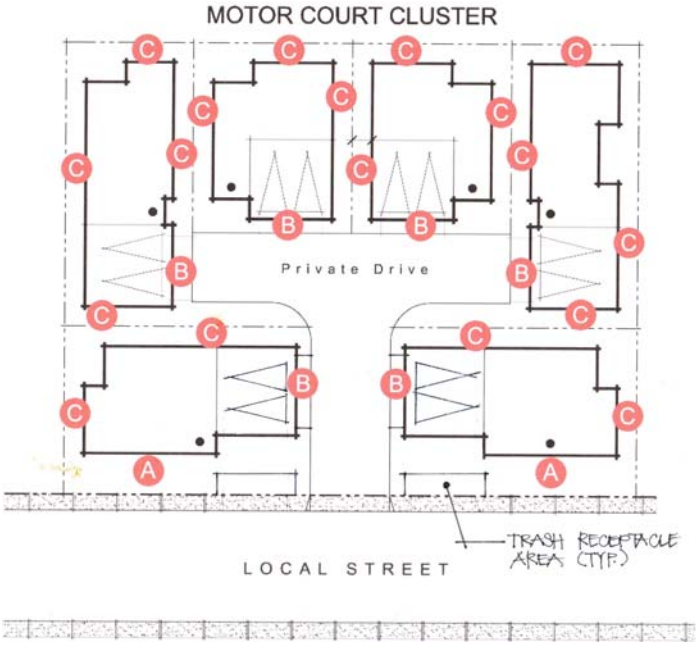


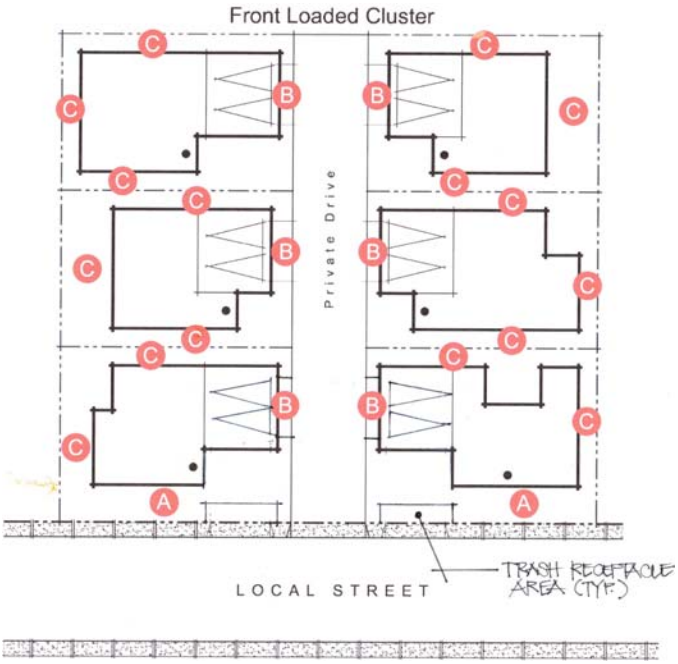
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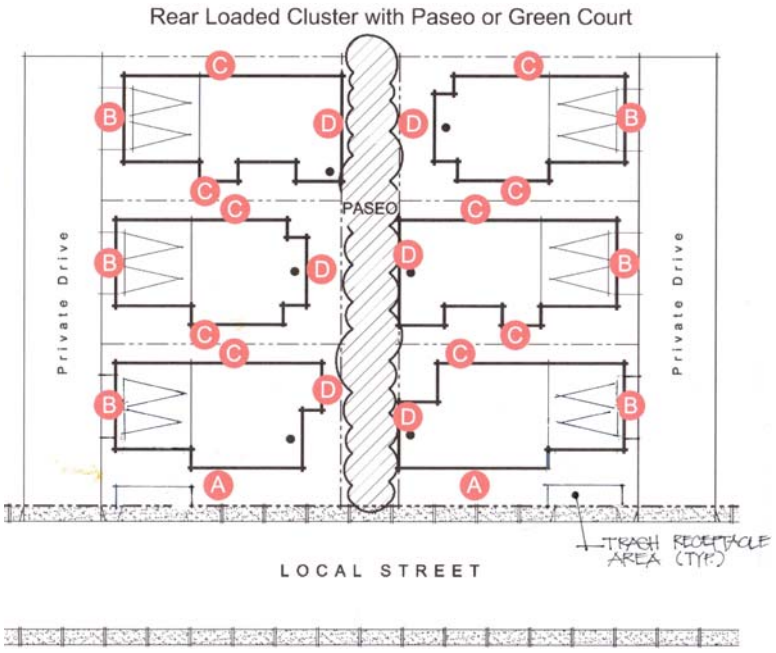
- Refer to Modified Standards Table for specific dimensions.
- Diagram is conceptual and shown for reference purposes only. Final building footprints and layout will vary.
- If any discrepancy occurs between diagram and Modified Standards Table, then Modified Standards Table shall prevail.
- All setbacks 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.

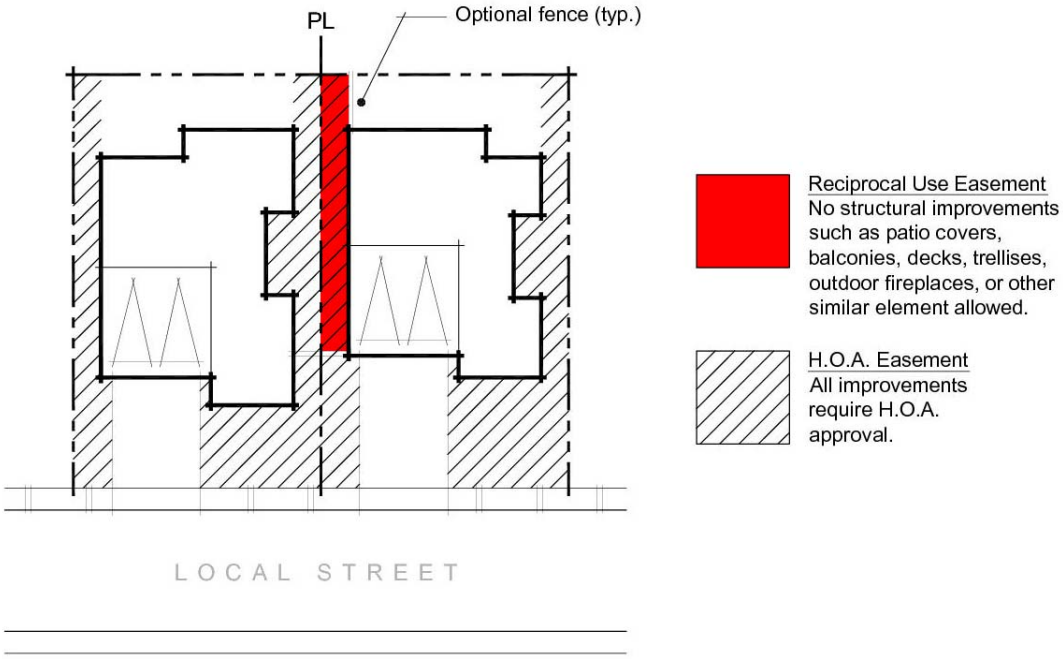
Notes:

- 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 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.**

Exhibit 2

CLUSTER SETBACK DIAGRAM

Reciprocal Use Easement Diagram



Fee Simple Duplex w/ Optional H.O.A. Easement

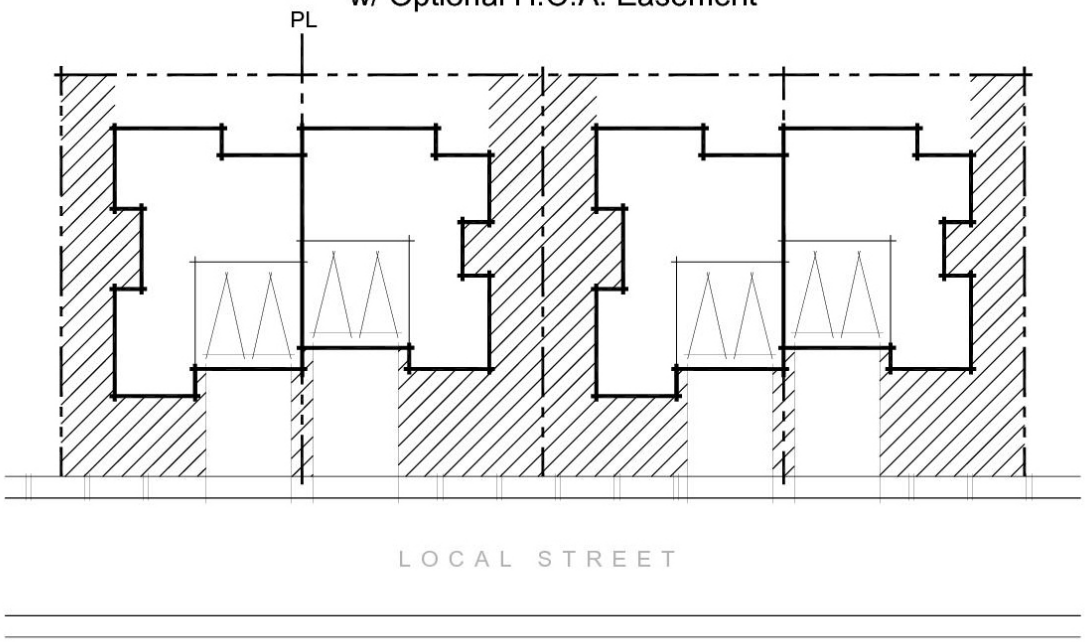
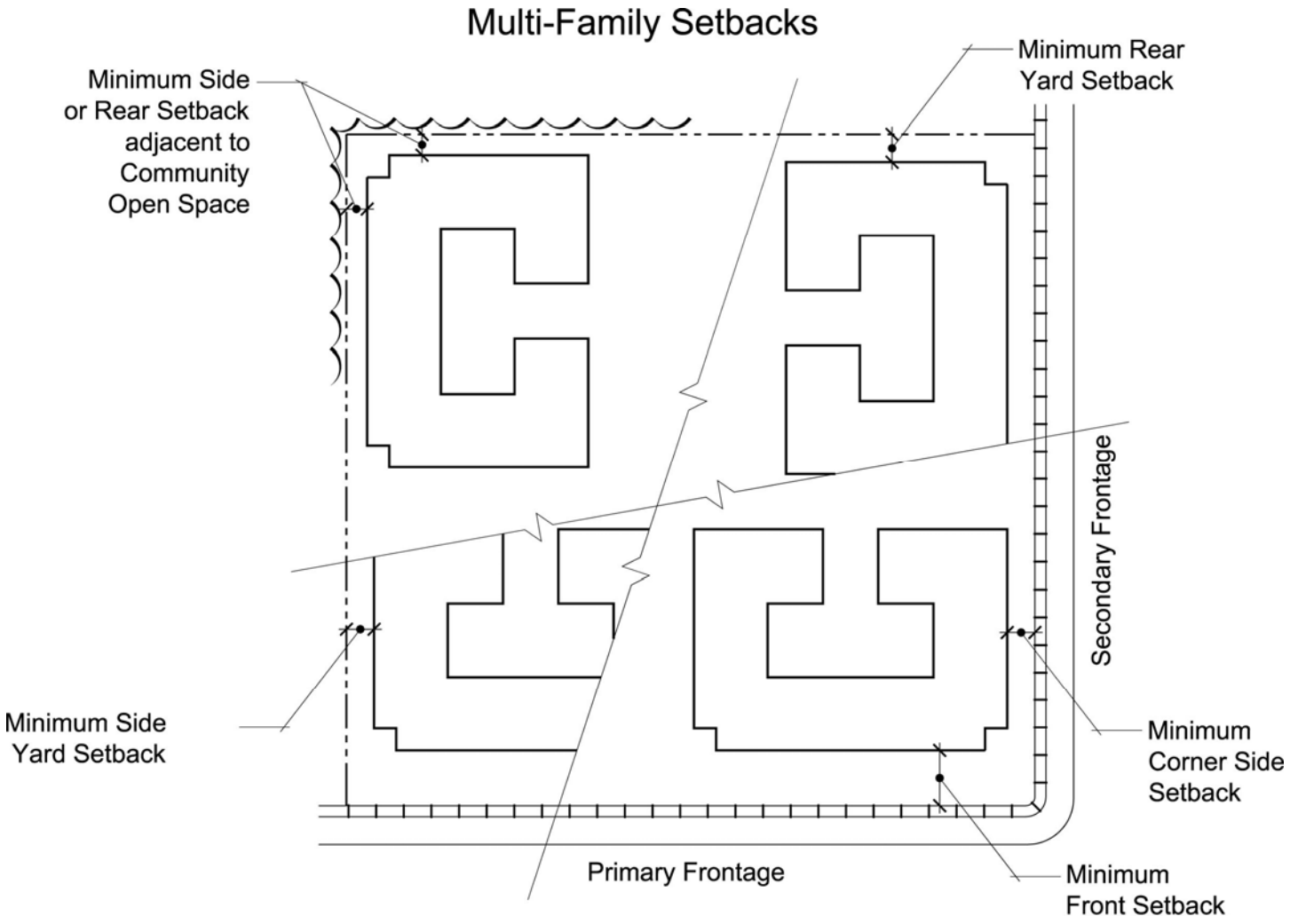


Exhibit 3
EASEMENT DIAGRAM

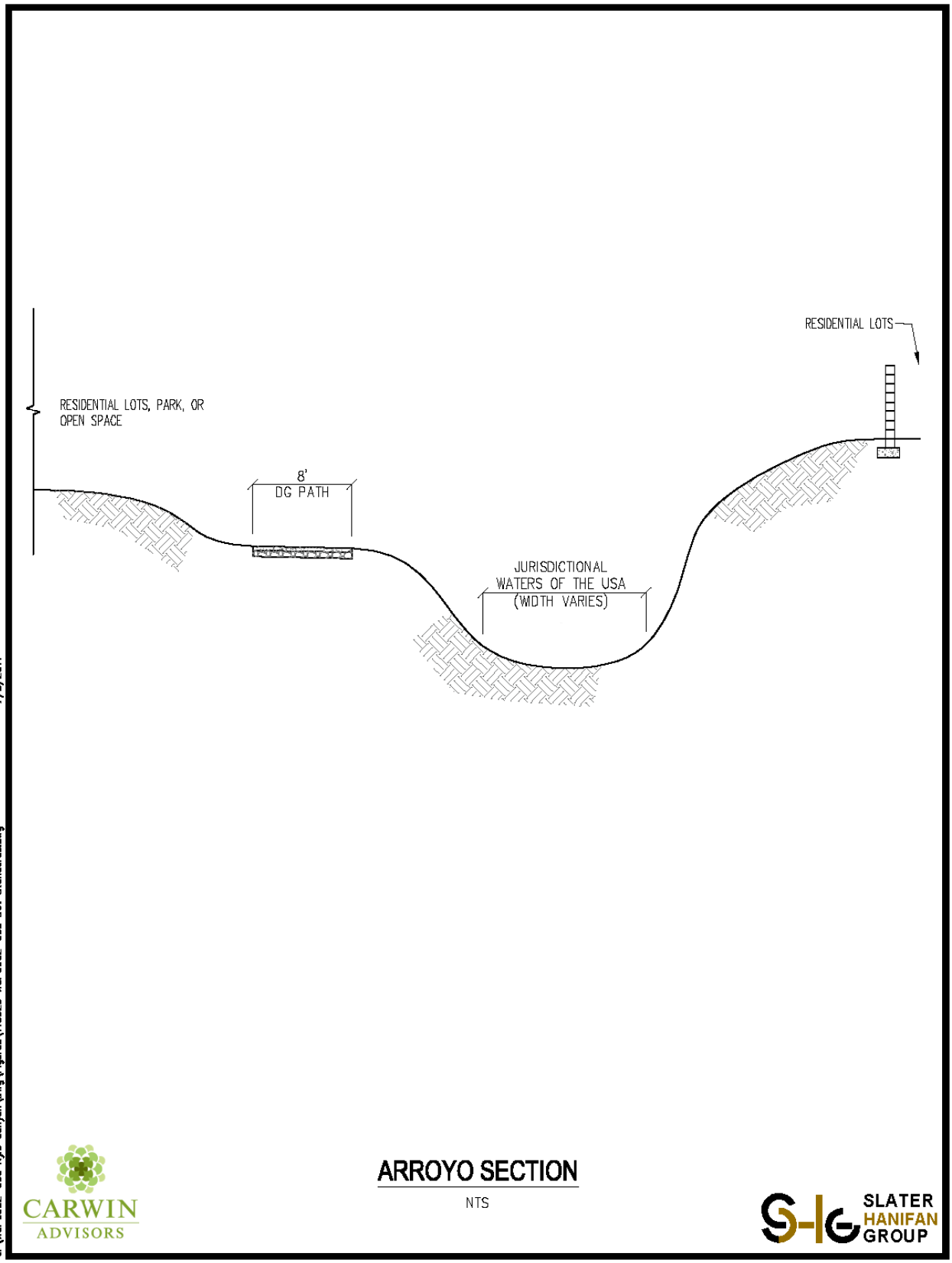


NOTES:

- 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.

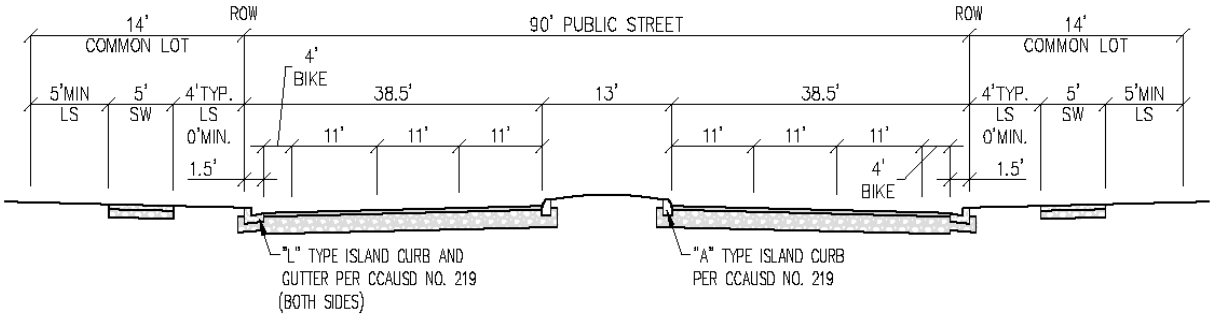
Exhibit 4

MEDIUM AND HIGH DENSITY APARTMENT SETBACK DIAGRAM



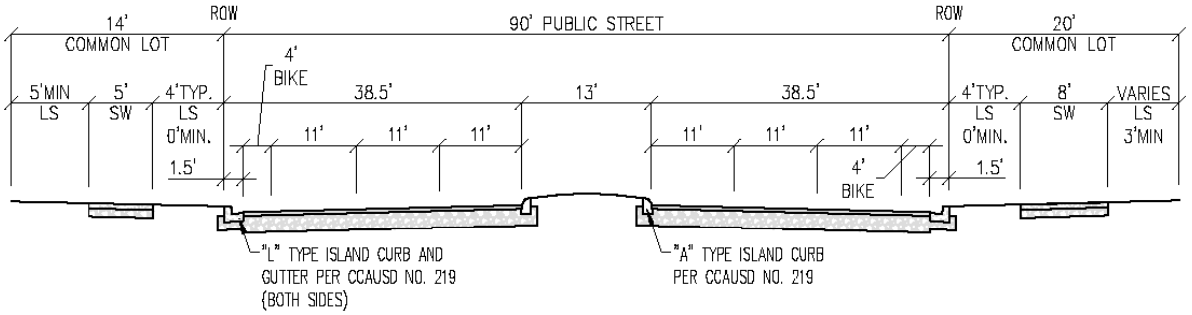
ARROYO SECTION

NTS



A. ARTERIAL STREET

NTS HORSE DR & HUALAPAI WAY



B. ARTERIAL STREET WITH TRAIL

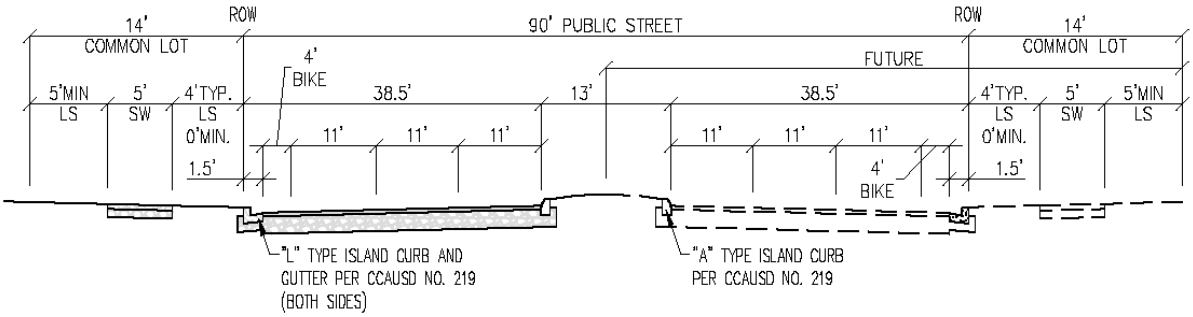
NTS HORSE DR & HUALAPAI WAY

NOTES:
1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE

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C. ARTERIAL HALF STREET

NTS

HUALAPAI WAY

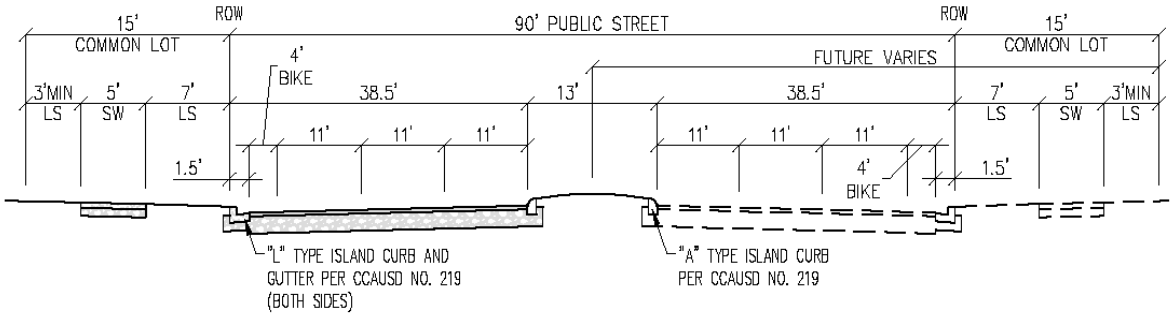
NOTES:

1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE

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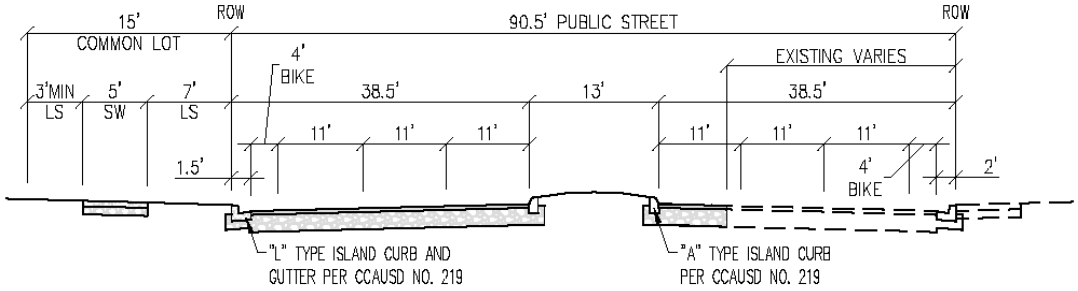
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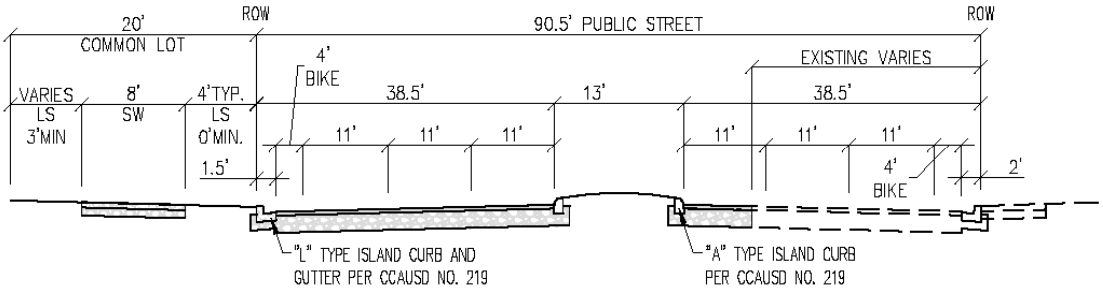
D. ARTERIAL HALF STREET

NTS FORT APACHE RD



E. ARTERIAL HALF STREET

NTS FORT APACHE RD



F. ARTERIAL HALF STREET WITH TRAIL

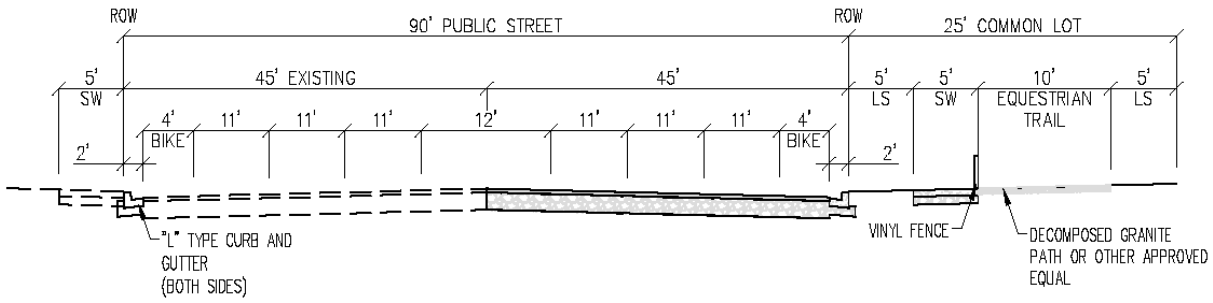
NTS FORT APACHE RD

NOTES:
1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE

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G. ARTERIAL STREET WITH EQUESTRIAN TRAIL

NTS

GRAND TETON DR

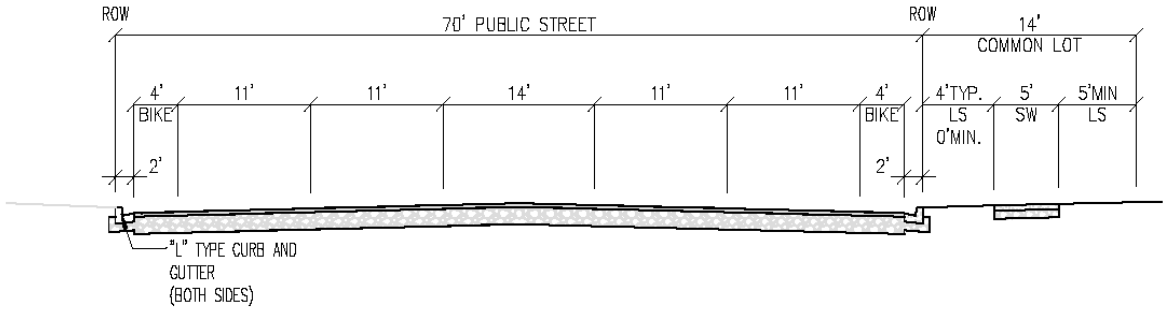
NOTES:

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

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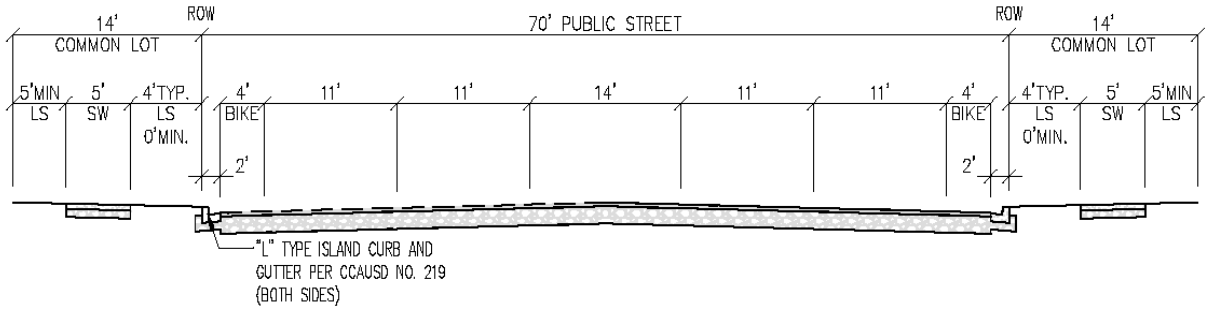
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H. FRONTAGE ROAD

NTS

SKY POINTE DR & OSO BLANCA RD



I. FRONTAGE ROAD

NTS

SKY POINTE DR

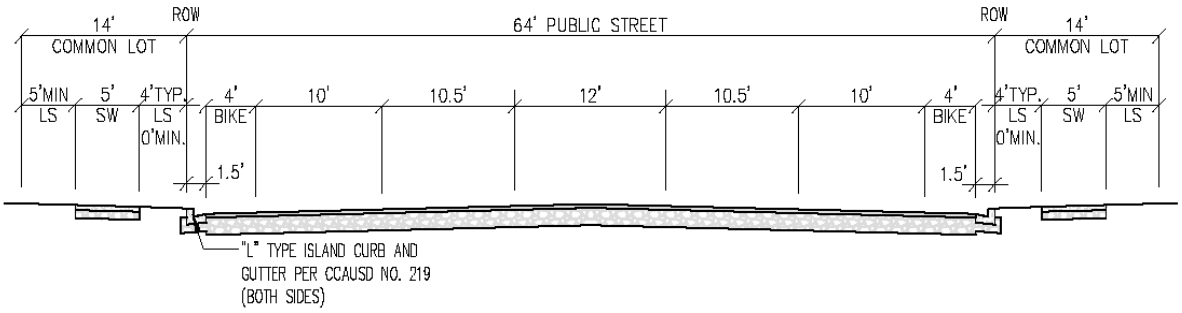
NOTES:

1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE
3. MEDIAN OPTIONAL

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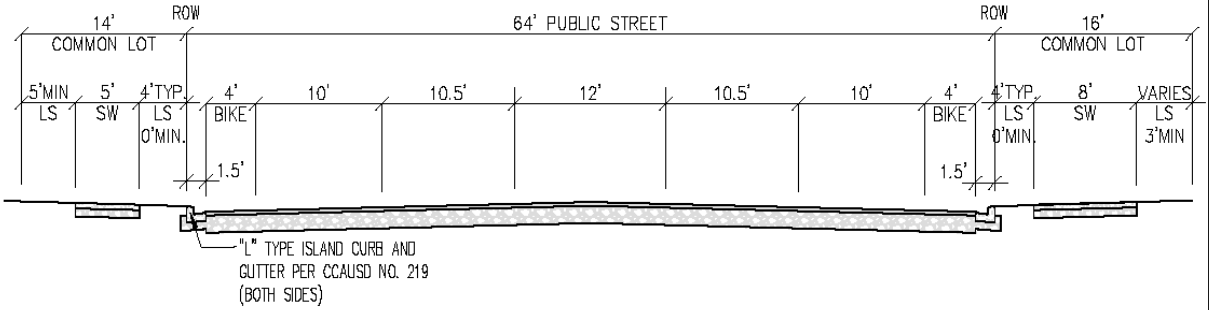
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J. MAJOR COLLECTOR STREET

NTS

EGAN CREST DR, GRAND CANYON DR,
IRON MOUNTAIN RD



K. MAJOR COLLECTOR STREET WITH TRAIL

NTS

SHAUMBER RD & LOG CABIN WAY

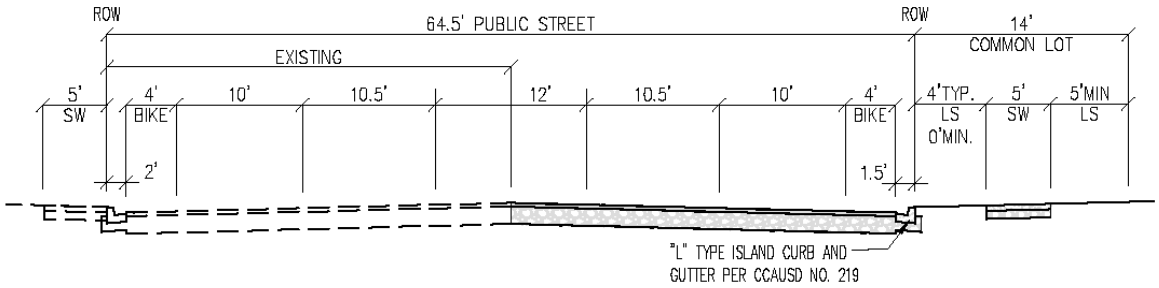
NOTES:

1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE
3. MEDIAN OPTIONAL

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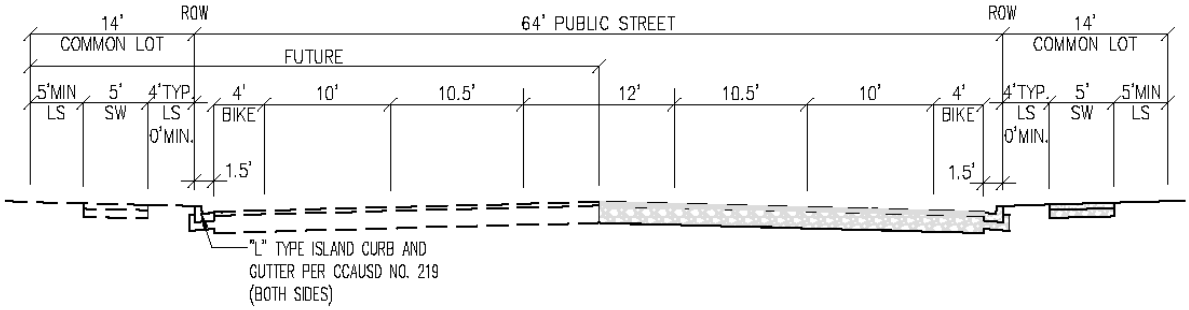
SLATER HANIFAN GROUP

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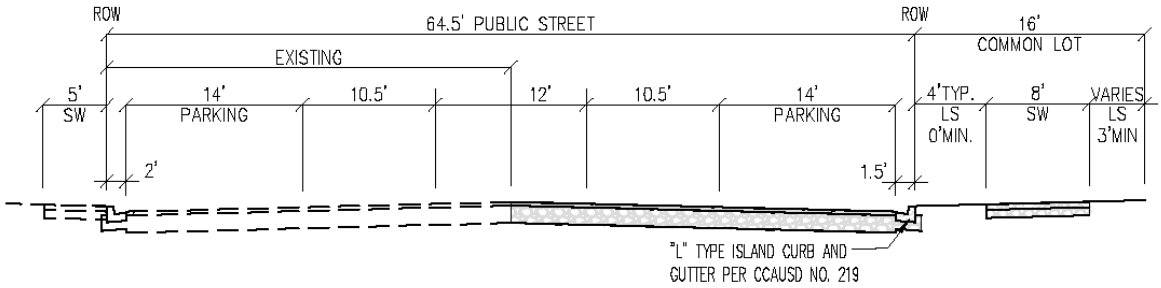
L. MAJOR COLLECTOR HALF STREET

NTS GRAND CANYON DR



M. MAJOR COLLECTOR HALF STREET

NTS IRON MOUNTAIN RD



N. MAJOR COLLECTOR HALF STREET WITH TRAIL

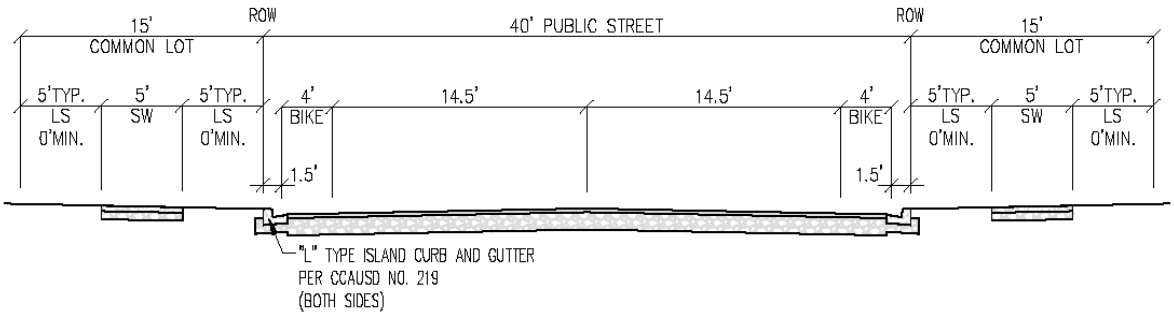
NTS IRON MOUNTAIN RD

NOTES:
1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE
3. MEDIAN OPTIONAL

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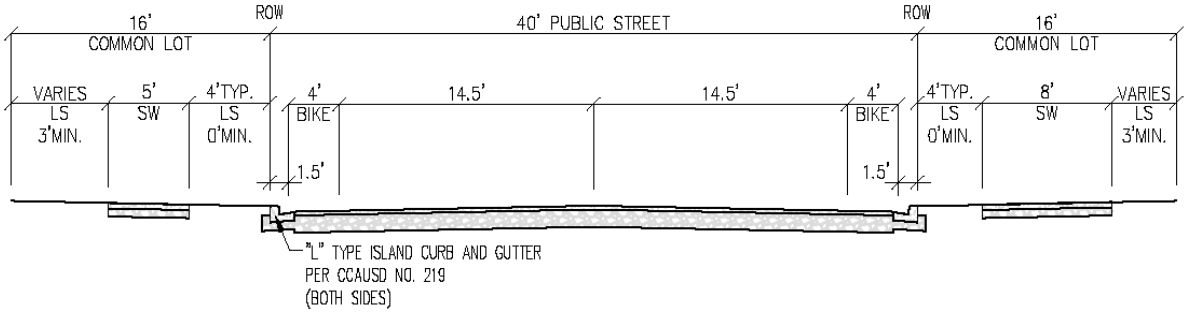
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O. MINOR COLLECTOR STREET

NTS

RACEL ST & INTERNAL COLLECTORS



P. MINOR COLLECTOR STREET WITH TRAIL

NTS

TEE PEE LN & INTERNAL COLLECTORS

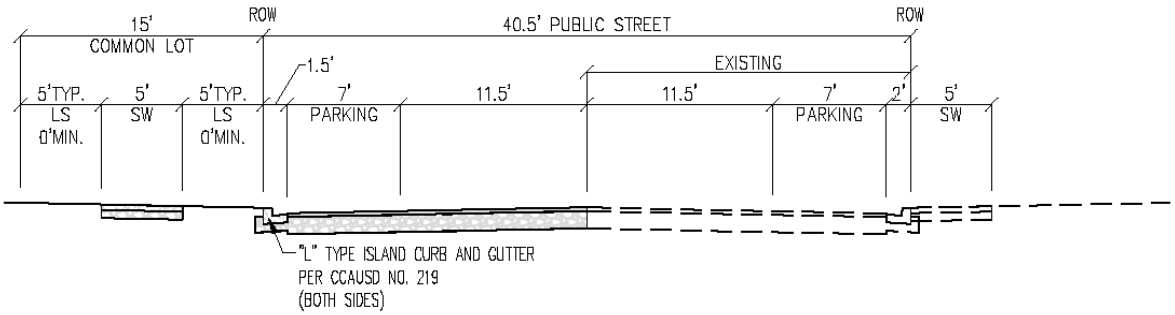
NOTES:

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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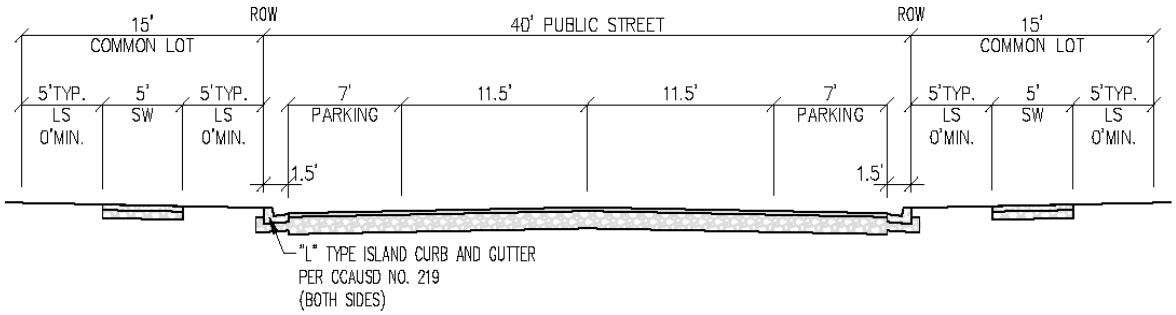
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Q. MINOR COLLECTOR HALF STREET

NTS

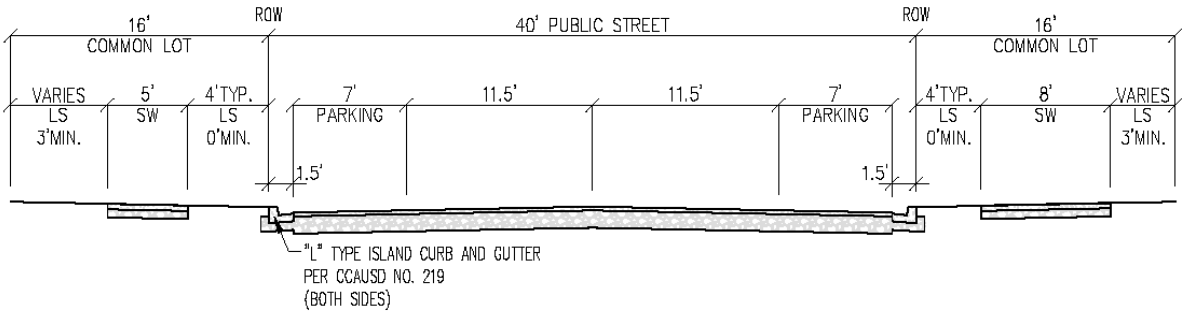
BRENT RD & TEE PEE LN



R. MINOR COLLECTOR STREET

NTS

EGAN CREST DR, RACEL ST & INTERNAL COLLECTORS



S. MINOR COLLECTOR STREET WITH TRAIL

NTS

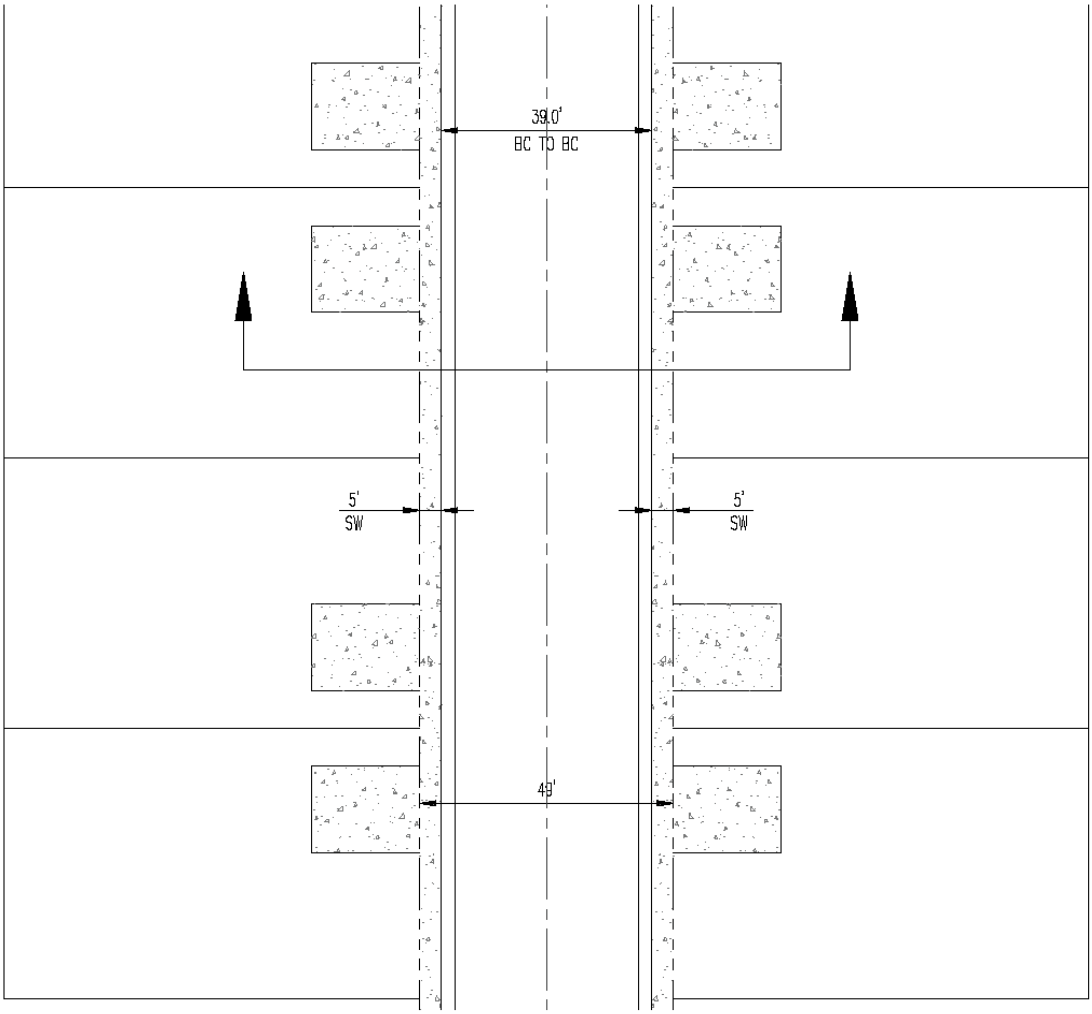
EGAN CREST DR

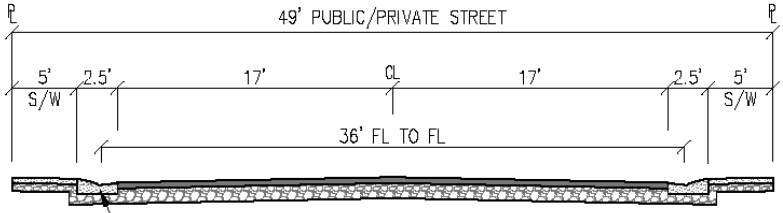
NOTES:
1. NOT USED FOR DIRECT RESIDENTIAL DRIVEWAY ACCESS
2. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
3. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE

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30" WEDGE TYPE, "L" TYPE (PER CCAUSD NO. 216), 30" ROLL (PER CCAUSD NO. 217A), OR 18" "L" TYPE (PER CCAUSD NO. 219) CURB AND GUTTER (BOTH SIDES)

NOTES:
1. PARKING ALLOWED ON BOTH SIDES OF THE STREET

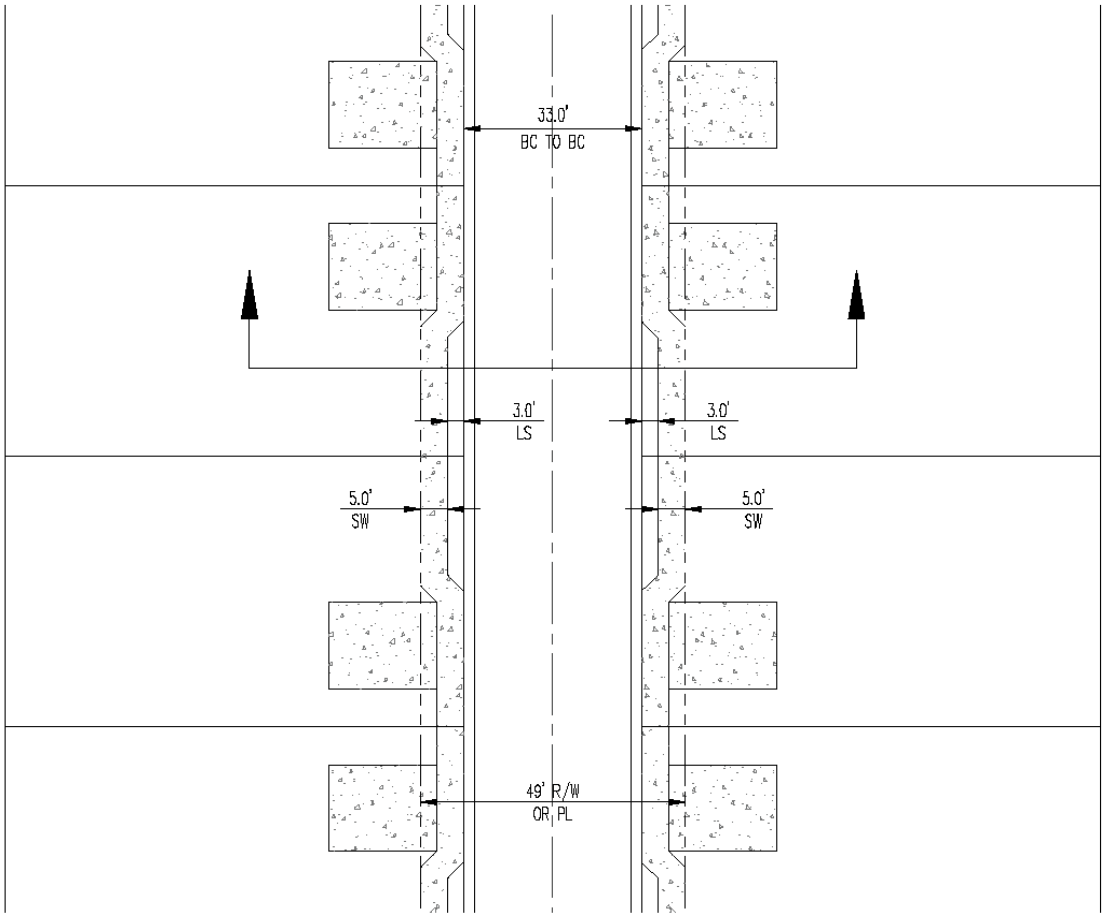
49' PUBLIC/PRIVATE STREET SECTION

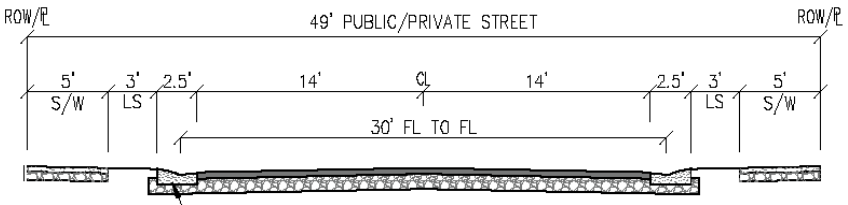
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30" WEDGE TYPE, "L" TYPE (PER CCAUSD NO. 216), 30" ROLL (PER CCAUSD NO. 217A), OR 18" "L" TYPE (PER CCAUSD NO. 219) CURB AND GUTTER (BOTH SIDES)

NOTES:
1. PARKING ALLOWED ON BOTH SIDES OF THE STREET
2. HOUSES MUST BE SPRINKLED

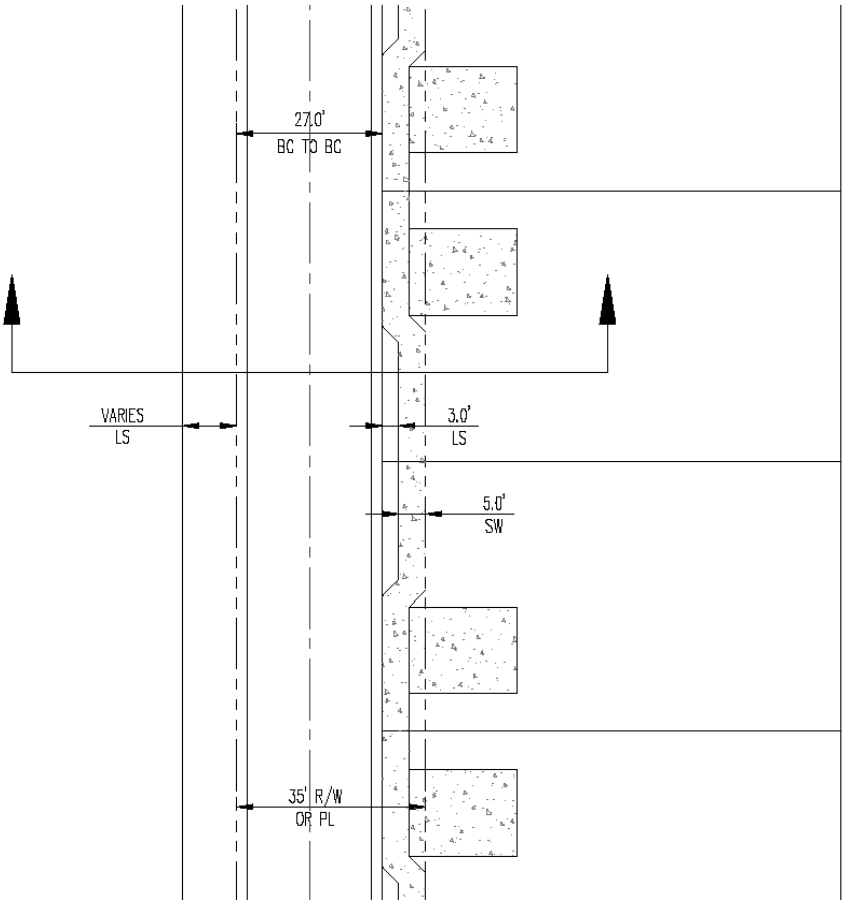
49' PUBLIC/PRIVATE STREET SECTION (ALT 1)

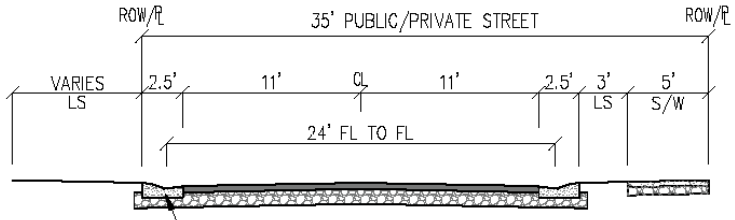
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30" WEDGE TYPE, "L" TYPE (PER CCAUSD NO. 216), 30" ROLL (PER CCAUSD NO. 217A), OR 18" "L" TYPE (PER CCAUSD NO. 219) CURB AND GUTTER (BOTH SIDES)

NOTES:
1. PARKING ALLOWED ON RESIDENTIAL SIDE OF THE STREET ONLY
2. HOUSES MUST BE SPRINKLED

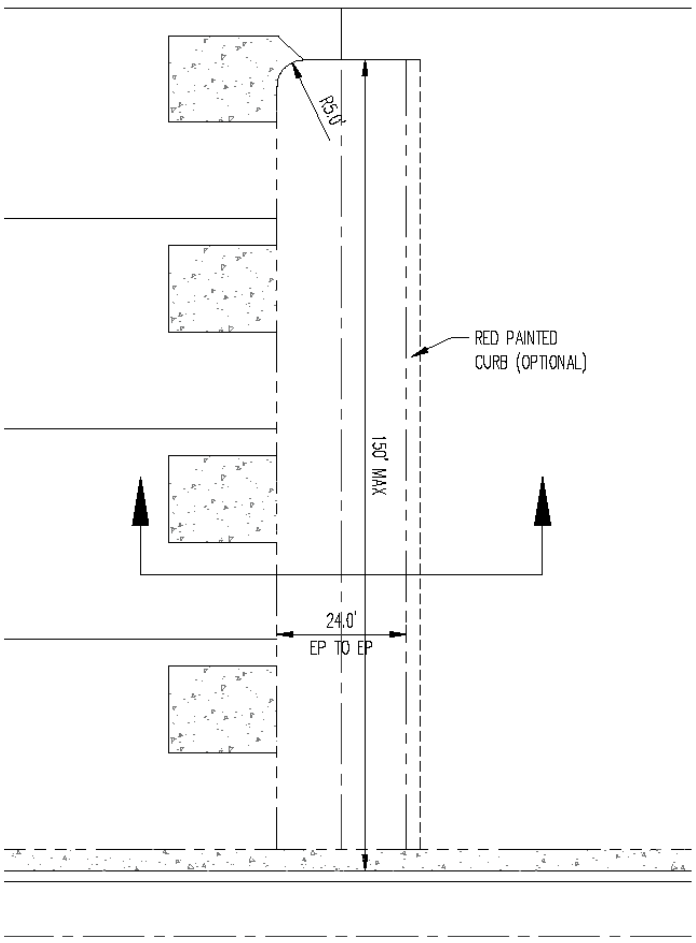
35' PUBLIC/PRIVATE SINGLE-LOADED STREET SECTION

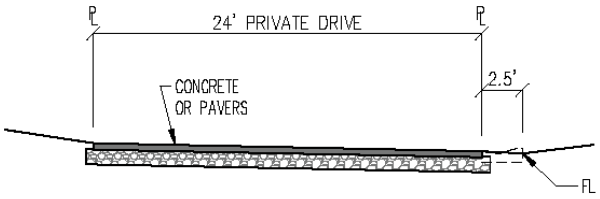
NTS

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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

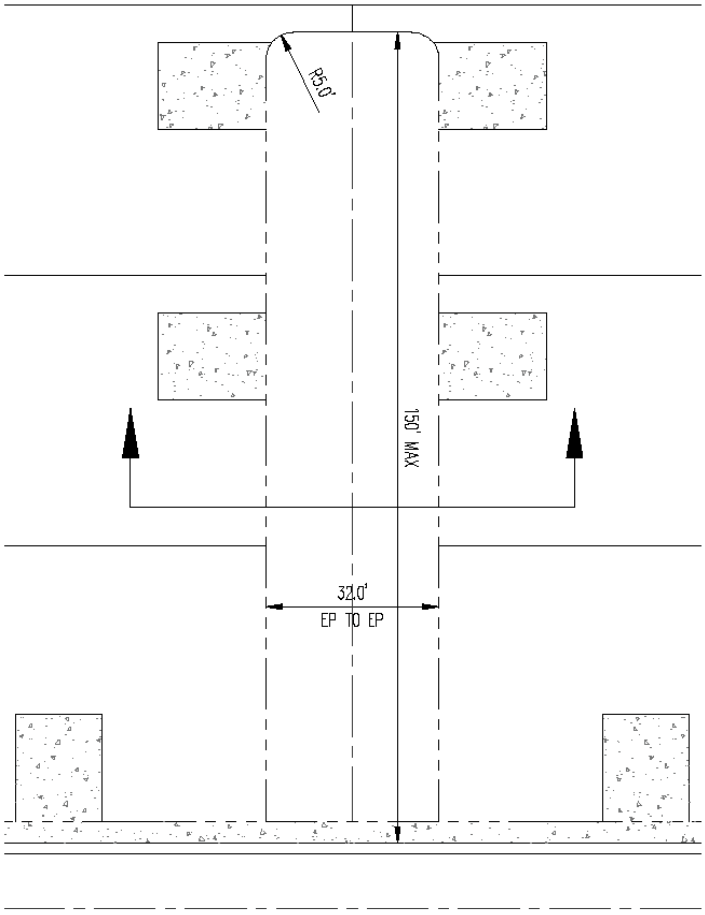
24' SHARED PRIVATE DRIVE DETAIL

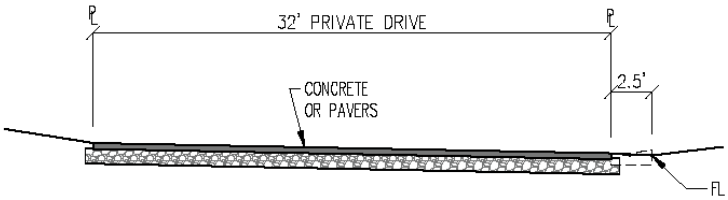
NTS

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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

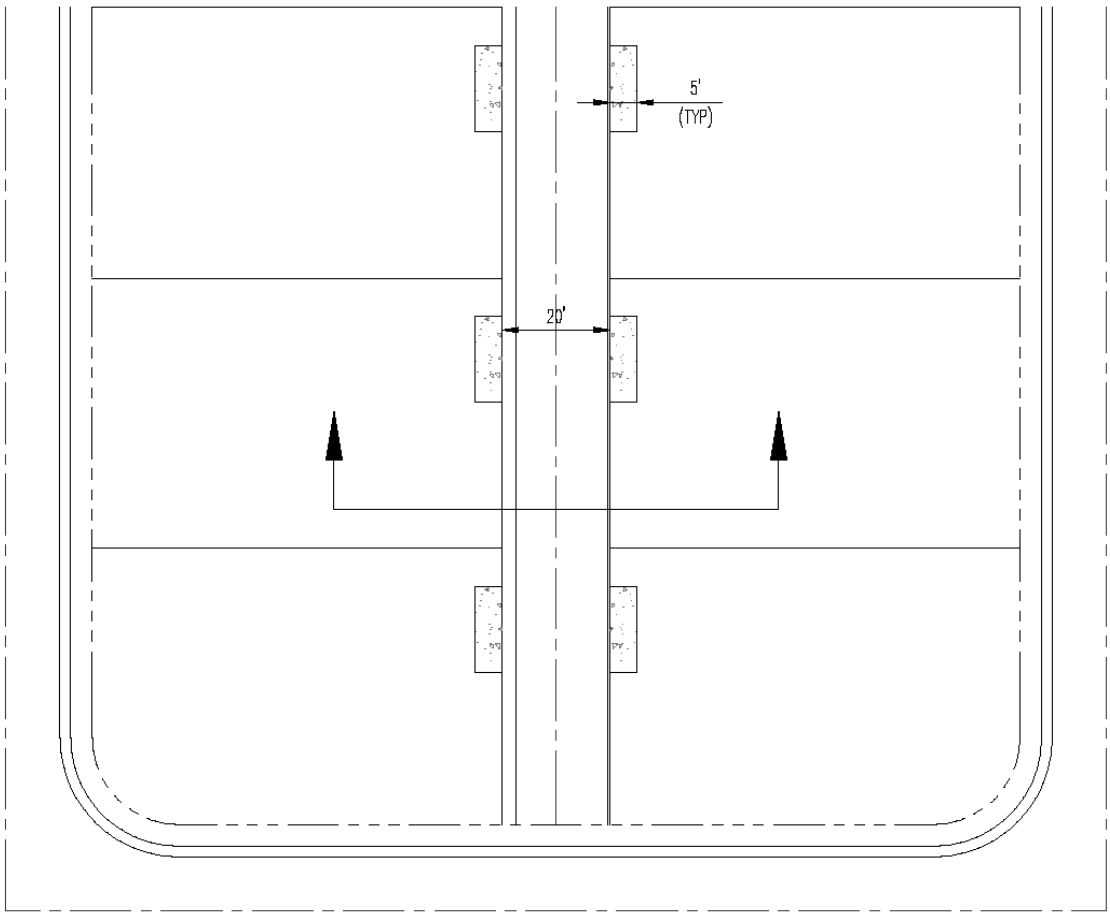
32' SHARED PRIVATE DRIVE DETAIL

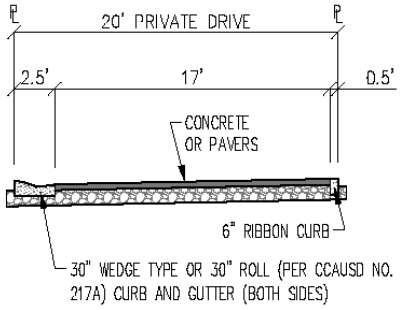
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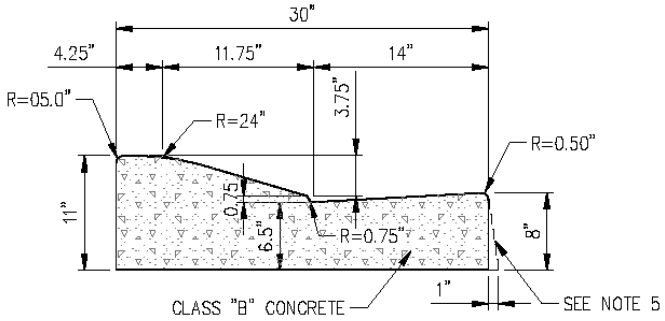
20' PRIVATE ALLEY DRIVE DETAIL

NTS

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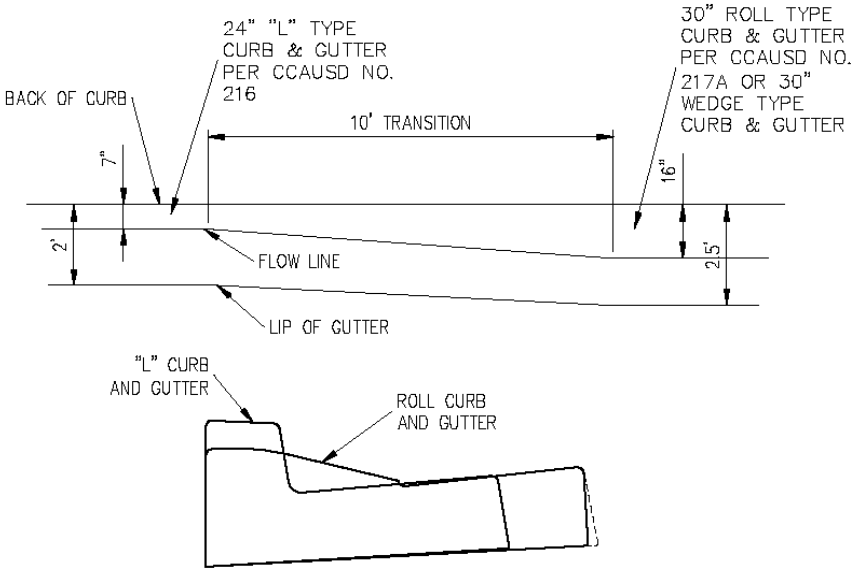
J:\WCP0902-000 Kyle Canyon\Dwg\Figures\110620 WCP0902-000 Dev Standards.dwg 7/5/2011



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



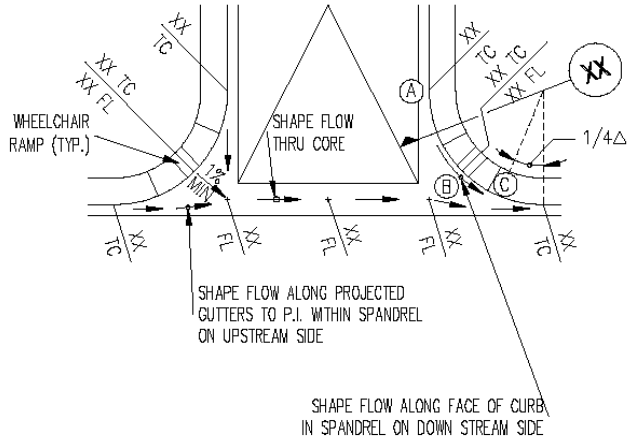
10' TRANSITION FROM 'L' CURB TO ROLL CURB

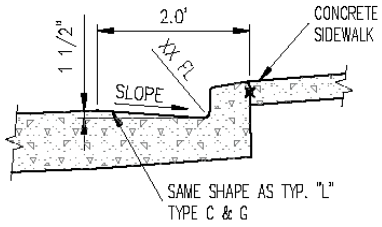
NTS

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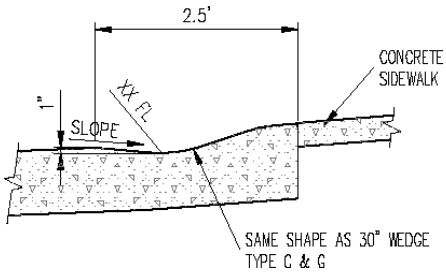
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CASE I SECTION XX
SEE CCAUSD 228



CASE II SECTION XX
SEE 30" WEDGE CURB DETAIL

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.

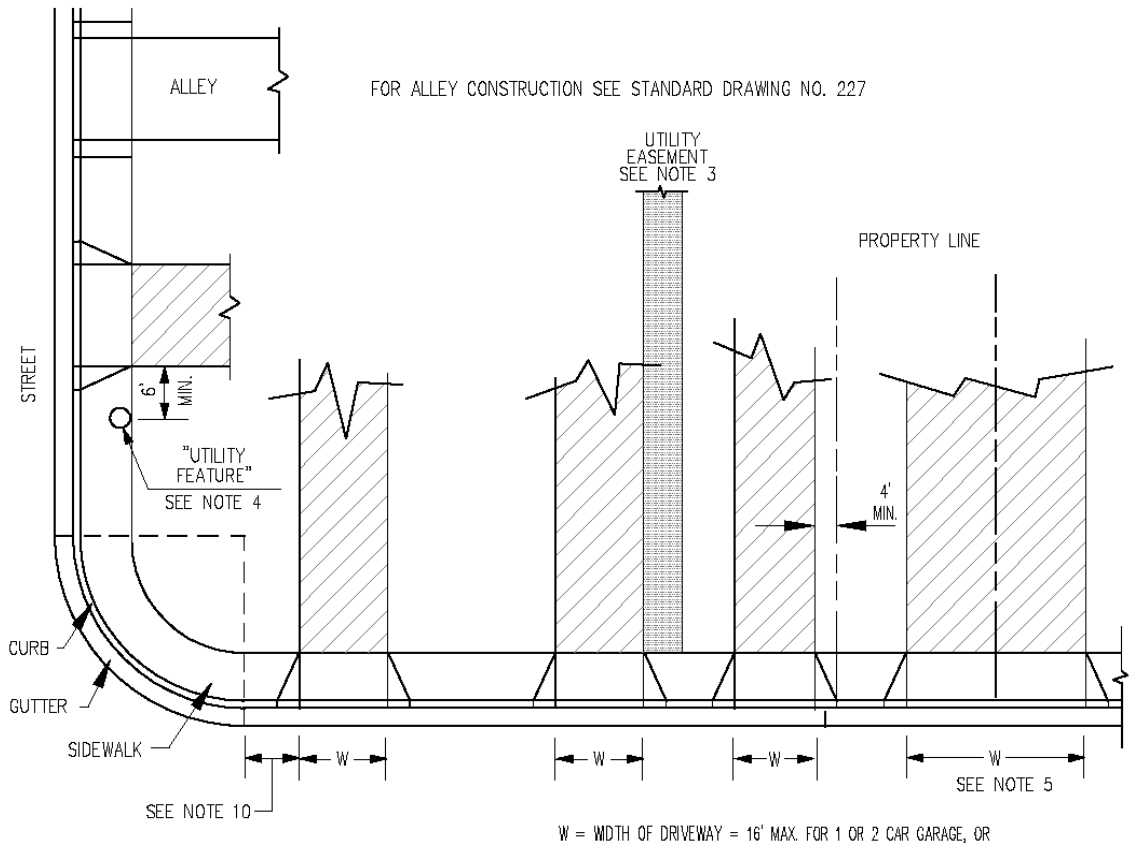
TYPICAL CROSS GUTTER W/ 30" ROLL TYPE CURB AND GUTTER DETAIL

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W = WIDTH OF DRIVEWAY = 16' MAX. FOR 1 OR 2 CAR GARAGE, OR 28' MAX. FOR 3+ GARAGE

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'.

CARWIN ADVISORS

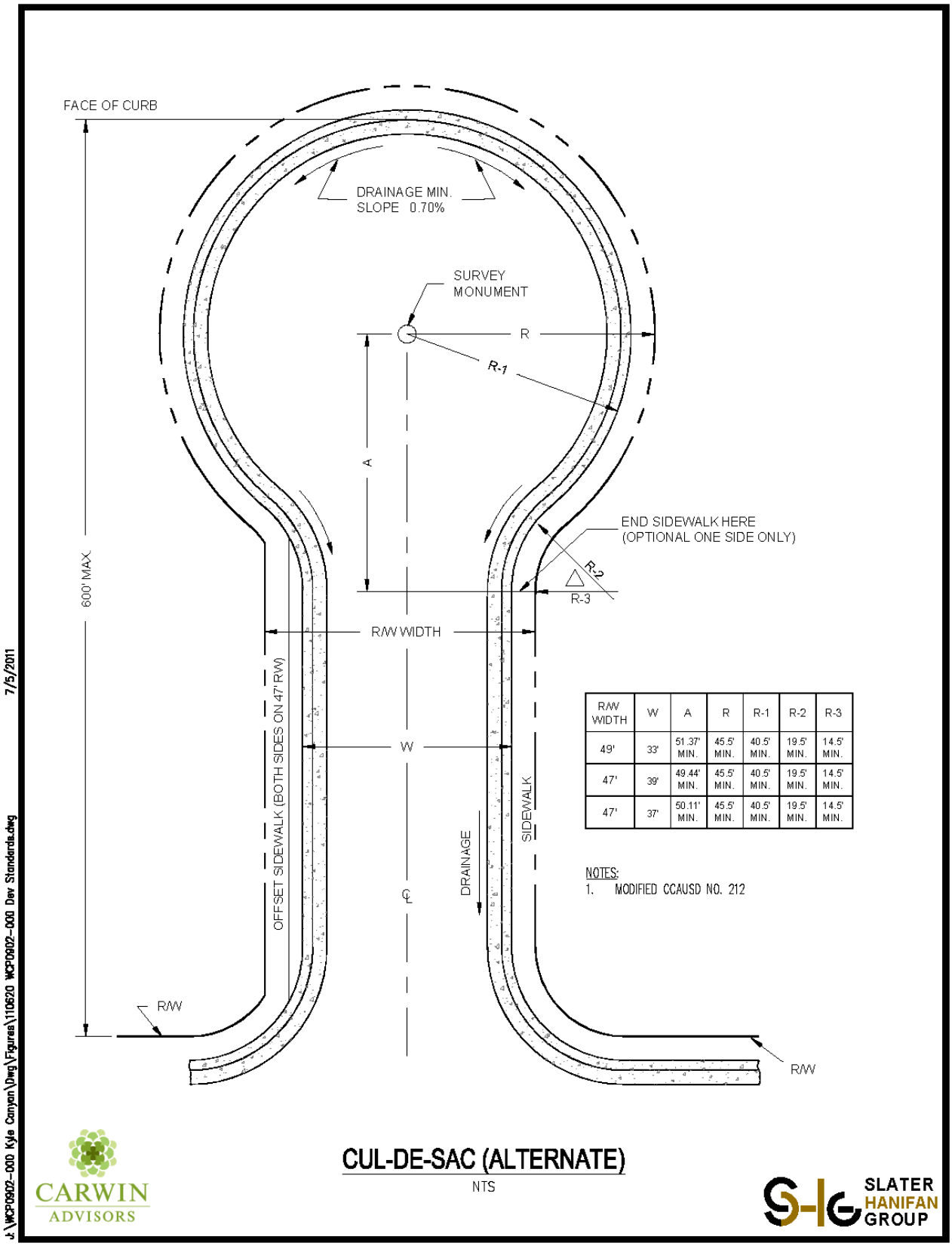
MODIFIED RESIDENTIAL DRIVEWAY GEOMETRICS

MODIFIED CCAUSD NO. 222 (INTERIOR STREETS ONLY)
NTS

SLATER HANIFAN GROUP

7/5/2011

J:\WCP09002-000 Kyle Canyon\Dwg\Figures\110620 WCP09002-000 Dev Standards.dwg



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

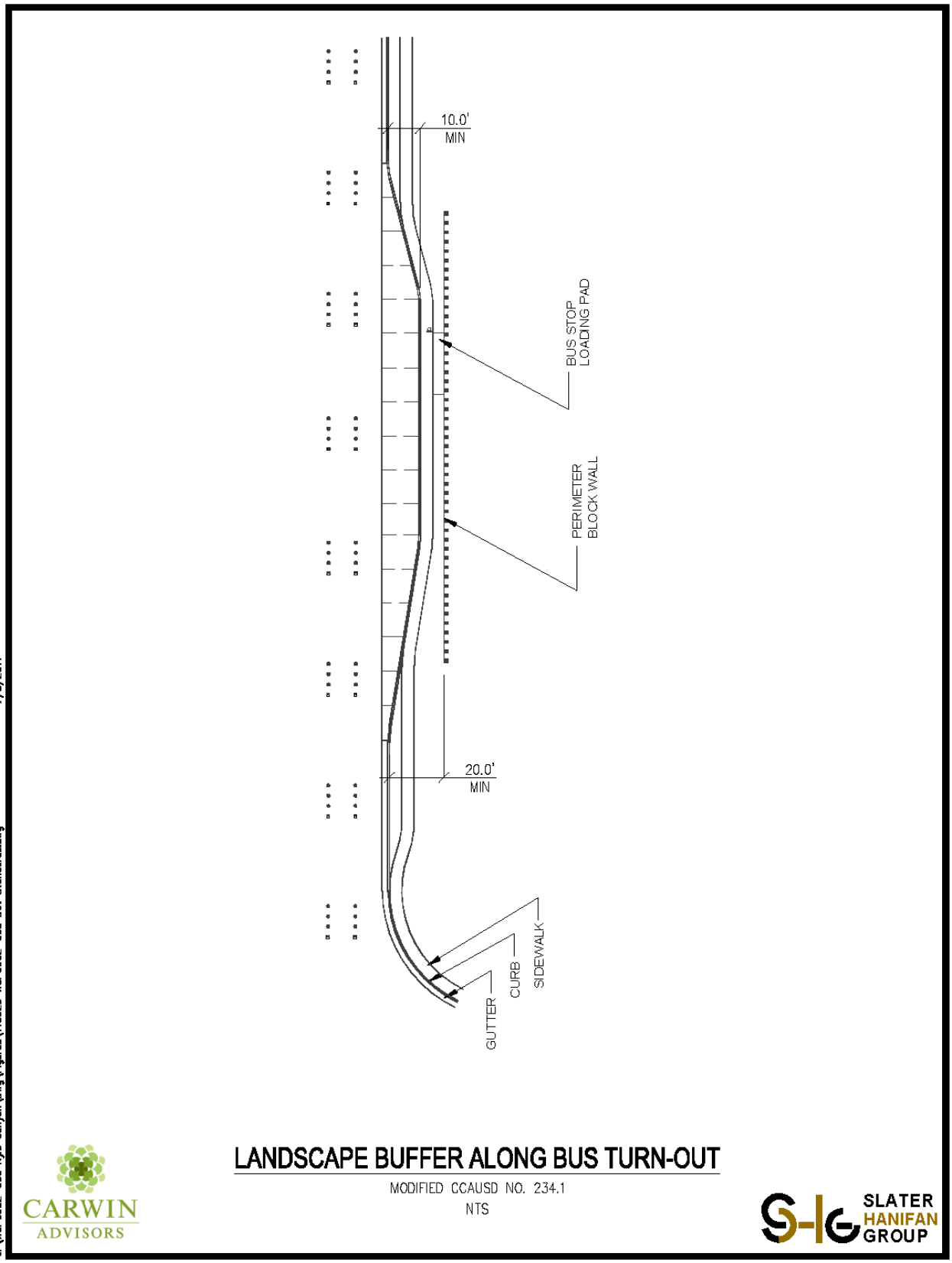
CUL-DE-SAC (ALTERNATE)

NTS

J:\WCP0902-000 Kyle Canyon\Dwg\Figures\110620 WCP0902-000 Dev Standards.dwg 7/5/2011

CARWIN ADVISORS

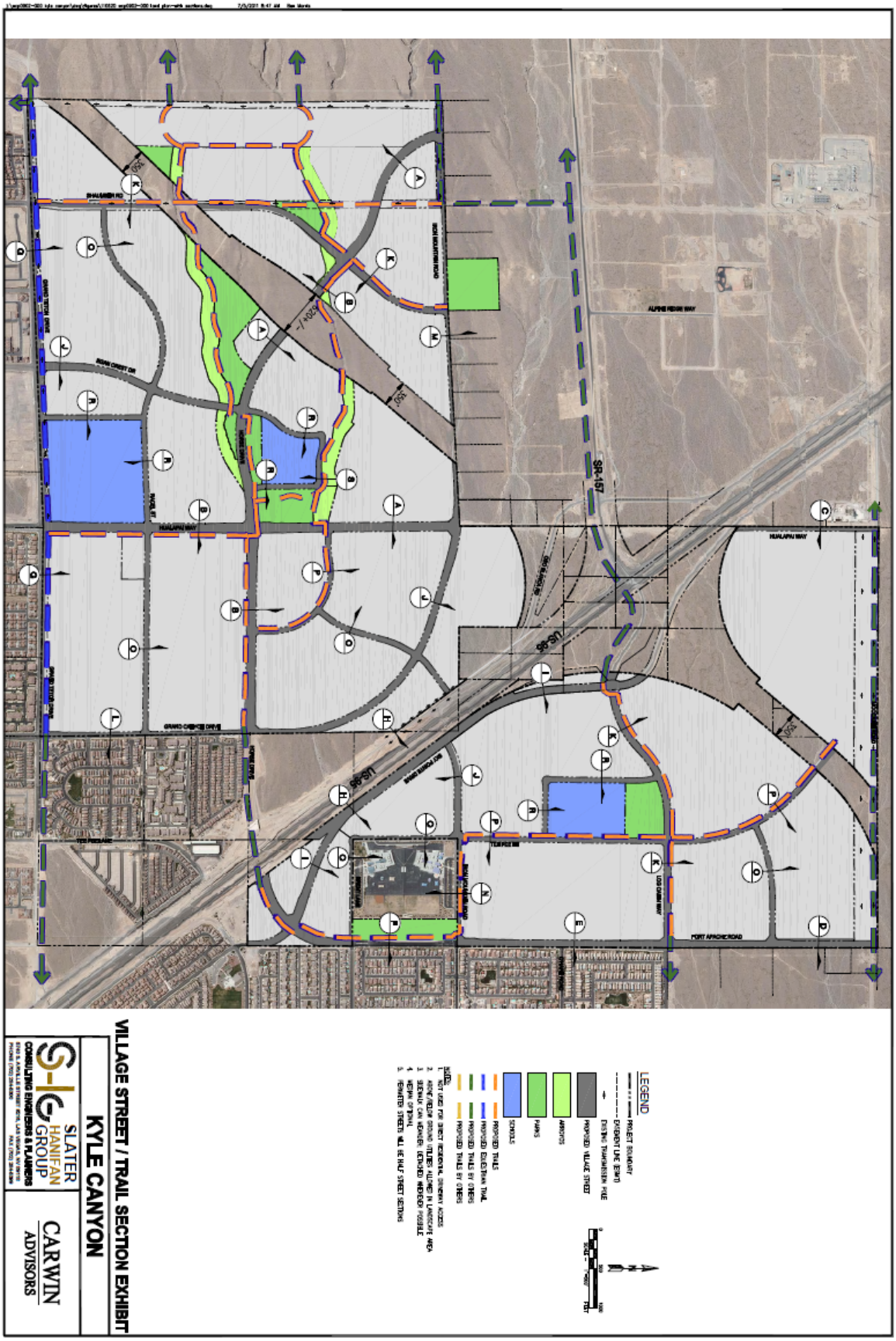
SLATER HANIFAN GROUP

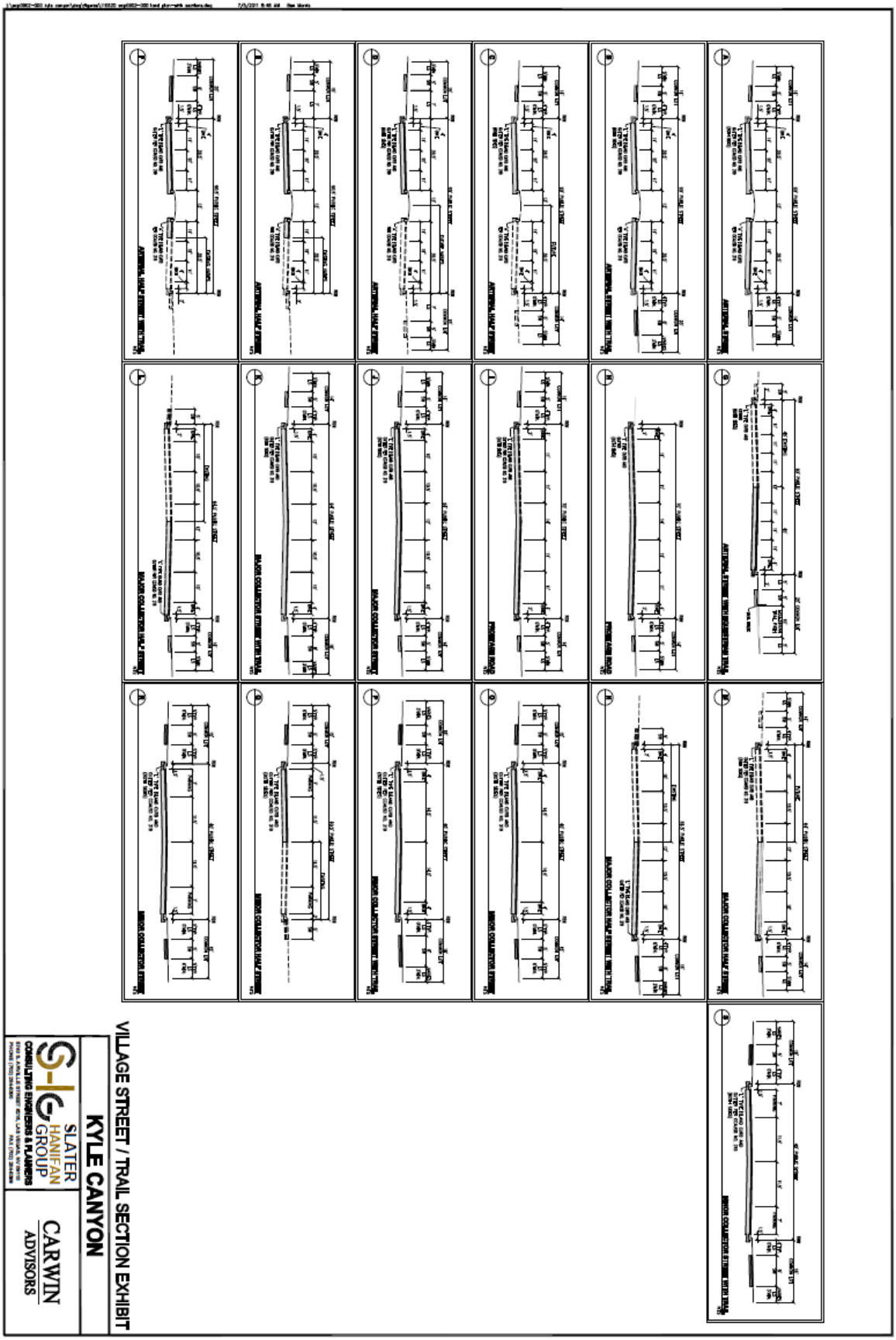


LANDSCAPE BUFFER ALONG BUS TURN-OUT

MODIFIED CCAUSD NO. 234.1

NTS


VILLAGE STREET / TRAIL SECTION EXHIBIT
KYLE CANYON
SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
CARWIN ADVISORS
LEGEND
PROJECT BOUNDARY
EXISTING LDS BOUNDARY
EXISTING TRANSMISSION POLE
PROPOSED VILLAGE STREET
PARKS
SCHOOLS
PROPOSED TRAILS
PROPOSED EQUESTRIAN TRAIL
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 PREFERRED POSSIBLE
4. MEDIAN OPTIONAL
5. PERIMETER STREETS WILL BE HALF STREET SECTIONS
SR-157
US-95
HUALAPAI WAY
GRAND CANYON DRIVE
ALPINE RIDGE WAY
FORT APACHE ROAD
LOST DUTCHMAN WAY
TEMPLE BAR
SHADOW LANE
RAINBOW
SPRING MOUNTAIN ROAD
GRAND CANYON DR
RAINBOW BLVD
TORREY PINES DR
TOM PETTY AVE
SHADOW LANE
SPRING MOUNTAIN RD
RAINBOW BLVD
GRAND CANYON DRIVE
HUALAPAI WAY
ALPINE RIDGE WAY
FORT APACHE ROAD
LOST DUTCHMAN WAY
TEMPLE BAR
SHADOW LANE
SPRING MOUNTAIN ROAD
RAINBOW BLVD
GRAND CANYON DR


VILLAGE STREET / TRAIL SECTION EXHIBIT
KYLE CANYON
SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
CARWIN ADVISORS

A
108' ARTERIAL STREET
200' R.O.W.
PARCEL WALL
5' LANDSCAPE
5' WALK
4' LANDSCAPE (Min.)
10' 1' CURB
36.5' DRIVE LANES
13' MEDIAN w/ CURB
36.5' DRIVE LANES
10' 1' CURB
4' LANDSCAPE (Min.)
5' WALK
5' LANDSCAPE
118' R.O.W
108' PUBLIC STREET
STREETSCAPE STANDARDS
Large Trees - 45' oc Maximum
Medium Trees - 20' oc Maximum
Small Trees - 10' oc 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.
"More Than Just Landscapes"
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LAS VEGAS, NV 89113
REVISIONS:
PLANTING
L1.01
SUN CITY LANDSCAPES, INC.
4270 W. PATRICK LANE
LAS VEGAS, NV 89118

B
ARTERIAL STREET with TRAIL
SCALE: 1/8"=1'-0"
PARCEL WALL
5' LANDSCAPE
5' WALK
4' LANDSCAPE
1.6' 'L' CURB
EXISTING
13' MEDIAN
w/A CURB
35.5' DRIVE LANES
1.6' 'L' CURB
4' LANDSCAPE (Min.)
6' WALK
5' MIN. LANDSCAPE
124' R-O-W
114' PUBLIC STREET
STREETSCAPE STANDARDS
Large Trees - 30' oc Maximum
Medium Trees - 20' oc Maximum
Small Trees - 10' oc 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.
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REVISIONS:
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4270 W. PATRICK LANE
LAS VEGAS, NV 89118
PH: (702) 260-4309 * FAX: (702) 260-4310
www.suncityla.com
SHEET TITLE:
PLANTING
PROJECT NO:
DRAWN BY:
C.K.
CHECKED BY:
DATE:
6.21.11
L1.02

D
ARTERIAL STREET - 120' PUBLIC
37' DRIVE LANES - FUTURE
13' MEDIAN W/A CURB
37' DRIVE LANES
16' 'L' CURB
7' LANDSCAPE
5' WALK
3' LANDSCAPE (min)
120' R-O-W
STREETSCAPE STANDARDS
Large Trees - 45' oc Maximum
Medium Trees - 20' oc Maximum
Small Trees - 10' oc 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.
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LAS VEGAS, NV 89113
SUN CITY LANDSCAPES, INC.
4270 W. PATRICK LANE
LAS VEGAS, NV 89118
PH: (702) 260-8300 * FAX: (702) 260-8310
REVISIONS:
SHEET TITLE:
PLANTING
DRAWN BY:
C.K.
DATE:
6.21.11; 7.5.11
L1.03

G
ARTERIAL STREET w/EQUESTRIAN TRAIL
FASCIA WALL
5' WALK
24" C CURB
4' BIKE LANE
39' DRIVE LANES
4' BIKE LANE
24" C CURB
5' LANDSCAPE
5' WALK
5' PVC FENCE
10 EQUESTRIAN TRAIL
5' LANDSCAPE
90' PUBLIC STREET
25' COMMON LOT
STREETSCAPE STANDARDS
Large Trees - 45' oc Maximum
Medium Trees - 20' oc Maximum
Small Trees - 10' oc 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.
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LAS VEGAS, NV 89113
REVISIONS
SUN CITY LANDSCAPES, INC.
4270 W. PATRICK LANE
LAS VEGAS, NV 89118
PH: (702) 260-8309 / FAX: (702) 260-8310
SHEET TITLE
PLANTING
PROJECT NO.
DRAWN BY
C.K.
CHECKED BY
DATE
6.21.11
L1.04

J
MAJOR COLLECTOR STREET - 92' r/w
92' R-O-W
82 PUBLIC STREET
STREETSCAPE STANDARDS
Large Trees - 30' oc Maximum
Medium Trees - 20' oc Maximum
Small Trees - 10' oc 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.
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SUN CITY LANDSCAPES, INC.
4370 W. PATRICK LANE
LAS VEGAS, NV 89118
PH: (702) 260-6308 * FAX: (702) 260-6310
REVISIONS:
SHEET TITLE:
PLANTING
L1.05

K
MAJOR COLLECTOR STREET with TRAIL
94' R-O-W
88' PUBLIC STREET
64' PAVEMENT WIDTH
STREETSCAPE STANDARDS
Large Trees - 30' oc Maximum
Medium Trees - 20' oc Maximum
Small Trees - 10' oc 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.
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LAS VEGAS, NV 89113
REVISIONS:
SUN CITY LANDSCAPES, INC.
4270 W. PATRICK LANE
LAS VEGAS, NV 89118
PH: (702) 260-0309 / FAX: (702) 260-6310
PROJECT NO.:
DRAWN BY:
CHECKED BY:
DATE:
SHEET TITLE
PLANTING
L1.06

STREETSCAPE STANDARDS

Large Trees - 30' oc Maximum

Medium Trees - 20' oc Maximum

Small Trees - 10' oc 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.

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4270 W. PATRICK LANE
LAS VEGAS, NV 89118
PH: (702) 260-6368 • FAX: (702) 260-6370
www.suncityla.com • email: lan@suncityla.com

REVISIONS:

SHEET TITLE: PLANTING

PROJECT NO.:

DRAWN BY: K.

CHECKED BY: K.

DATE: 4.11.11

L1.07

P
MINOR COLLECTOR STREET w/TRAIL
72' R-O-W
60' PUBLIC STREET
STREETSCAPE STANDARDS
Large Trees - 30' oc Maximum
Medium Trees - 20' oc Maximum
Small Trees - 10' oc 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.
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LAS VEGAS, NV 89113
SUN CITY LANDSCAPES, INC.
6270 W. PATRICK LANE
LAS VEGAS, NV 89118
PH: (702) 260-8309 * FAX: (702) 260-8310
REVISIONS:
PLANTING
L1.08

UTILITY CONSIDERATIONS
92' R.O.W
82' PUBLIC STREET
Above Grade Transformers, etc
Fire Hydrant
Pull Box
Street Light
STREETSCAPE STANDARDS
Large Trees - 30' oc Maximum
Medium Trees - 20' oc Maximum
Small Trees - 10' oc 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.
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LAS VEGAS, NV 89113
PLANTING
L1.09

Appendix A – Plant List

Botanical Name	Common Name
Trees	
Acacia aneura	Mulga Acacia
Acacia constricta	White Thorn Acacia
Acacia farnesiana (=A. smallii)	Sweet Acacia
Acacia greggii	Cat's Claw Acacia
Acacia pendula	Weeping Acacia
Acacia salicina	Willow Acacia
Acacia schaffneri	Twisted Acacia
Acacia stenophylla	Shoestring Acacia
Arbutus unedo	Strawberry Tree
Bismarckia nobilis	Bismarck Palm
Brachychiton populneus	Bottle Tree
Brahea armata	Mexican Blue Palm
Butia capitata	Pindo Palm
Cedrus atlantica 'glauca'	Blue Atlas Cedar
Cedrus deodora	Deodar Cedar
Celtis occidentalis	Common Hackberry
Celtis reticulata	Netleaf Hackberry
Ceratonia siliqua	Carob Tree
Cercis canadensis	Eastern Redbud
Cercis occidentalis	Western Redbud
Chamaerops humilis	Mediterranean Fan Palm
Chilopsis linearis + hybrids	Desert Willow
x Chitalpa tashkentensis	Chitalpa
Cordia boissieri	Texas Olive
Cotinus coggygria	Smoke Tree
Cupressus glabra	Arizona Cypress
Cupressus sempervirens	Italian Cypress
Ebenopsis ebano (=Pithecellobium)	Texas Ebony
Elaeocarpus decipiens	Japanese Blueberry
Eriobotrya japonica	Loquat
Eucalyptus microtheca	Coolibah Tree
Eucalyptus polyanthemos	Silver Dollar Gum
Eucalyptus species	Eucalyptus/Gum Tree
Eysenhardtia orthocarpa	Kidneywood
Fraxinus greggii	Littleleaf Ash
Fraxinus oxycarpa 'Raywood'	Raywood Ash
Fraxinus velutina	Arizona Ash
F. v. glabra	Modesto Ash
F. v. 'Rio Grande,' 'Fan-Tex'	Fan-Tex/Rio Grande Ash
Geijera parviflora	Australian Willow
Gleditsia triacanthos cultivars	Honey Locust
Koelreuteria bipinnata	Chinese Flame Tree

Botanical Name	Common Name
Trees	
Koelreuteria paniculata	Goldenrain Tree
Lagerstroemia indica	Crape Myrtle
Laurus nobilis	Bay Laurel
Leucaena retusa	Golden Ball Lead Tree
Olea europaea 'Swan Hill,' 'Wilson'	Swan Hill or Wilson Olive
Parkinsonia aculeata	Mexican Palo Verde
Parkinsonia florida	Blue Palo Verde
Parkinsonia microphylla	Foothills Palo Verde
Parkinsonia x 'Desert Museum'	Desert Museum Palo Verde
Parkinsonia x 'Sonoran Emerald'	Sonoran Emerald Palo Verde
Phoenix canariensis	Canary Island Date Palm
Phoenix dactylifera	Date Palm
Pinus eldarica	Mondell/Afghan Pine
Pinus halepensis	Aleppo Pine
Pinus pinea	Stone Pine
Pinus roxburghii	Chir Pine
Pistachia chinensis	Chinese Pistache
Pistachia chinensis 'Red Push'	Red Push Pistache
Pistachia lentiscus	Mastic Tree
Pittoposrum angustifolium (=P. phylliraeoides)	Willow Pittosporum
Platanus acerifolia	London Plane Tree, Sycamore
Platanus mexicanum	Mexican Sycamore
Platanus wrightii	Arizona Sycamore
Podocarpus macrophyllus	Yew Pine
Prosopis alba	Argentine Mesquite
var. 'Colorado'	Colorado Mesquite
var. 'Cooperi'	Thornless Argentine Mesquite
Prosopis chilensis	Chilean Mesquite
var. 'Thornless' or 'Arizona'	Thornless Chilean Mesquite
Prosopis glandulosa glandulosa	Texas Honey Mesquite
var. 'Maverick'	Thornless Honey Mesquite
Prosopis glandulosa torreyana	Western Honey Mesquite
Prosopis pubescens	Screwbean Mesquite
Prosopis velutina (= juliflora)	Native/Velvet Mesquite
Prosopis x 'Phoenix'	Thornless Hybrid Mesquite
Prosopis x 'Rio Salado'	Thornless Hybrid Mesquite
Pyrus calleryana	Ornamental Pear
Pyrus calleryana 'Bradford'	Bradford Pear
Quercus buckleyi	Texas Red Oak
Quercus buckleyi 'Red Rock'	Red Rock Oak
Quercus fusiformis	Escarpment Oak
Quercus ilex	Holly Oak
Quercus lobata	Valley Oak
Quercus macrocarpa	Bur Oak
Quercus muhlenbergia	Chinquapin Oak

Botanical Name	Common Name
Trees	
Quercus shumardii	Shumard Oak
Quercus suber	Cork Oak
Quercus virginiana	Southern Live Oak
Q. v. 'Cathedral'	Cathedral Live Oak
Q. v. 'Heritage'	Heritage Live Oak
Q. v. 'High Rise'	High Rise Live Oak
Rhus lancea	African Sumac
Rhus lanceolata	Prairie/Flameleaf Sumac
Robinia pseudoacacia	Black Locust
Robinia x ambigua	Idaho Locust
Robinia x ambigua 'Purple Robe'	Purple Robe Locust
Sambucus nigra ssp. *cerulea*	Blue Elderberry
Schinus molle	California Pepper Tree
Sophora japonica	Japanese Pagoda Tree
Sophora secundiflora	Texas Mountain Laurel
S.s. v. 'Silver Peso' & 'Sierra Silver'	Silver Mountain Laurel
Trachycarpus fortunei	Windmill Palm
Ulmus parvifolia	Lacebark Elm
Ungnadia speciosa	Mexican Buckeye
Vitex agnus-castus	Chaste Tree
Washingtonia filifera	California Fan Palm
Washingtonia robusta	Mexican Fan Palm
Xylosma congestum	Xylosma
Zelkova serrata	Japanese/Sawleaf Zelkova
Ziziphus jujuba	Chinese Date/Jujube
LIMITED USE AND FRUIT TREES (NOT APPROPRIATE IN ALL LOCATIONS)	
Albizia julibrissin	Mimosa/Silk Tree
Cinnamomum camphora	Camphor Tree
Citrus sp.	Citrus Tree
Ficus carica	Fig Tree
Ligustrum japonicum	Waxleaf/Japanese Privet
Ligustrum lucidum	Glossy Privet
Lysiloma watsonii	Fern of the Desert
Magnolia grandiflora 'Little Gem'	Southern/Little Gem Magnolia
Malus sp.	Apple Tree
Paulownia tomentosa	Sapphire Dragon Tree
Pinus thunbergiana	Japanese Black Pine
Prunus sp. (dwarf)	Dwarf Fruit Trees
Prunus caroliniana	Carolina Laurel Cherry
Prunus cerasifera	Purple Leaf Plum
Prunus dulcis	Almond Tree
Prunus mume	Japanese Flowering Apricot
Punica sp.	Pomegranate

Botanical Name	Common Name
Shrubs	
Abelia x *grandiflora*	Glossy Abelia
Abutilon palmeri	Velvet-leaf Mallow, Superstition Mallow
Acacia berlandieri	Berlandier Acacia, Guajillo
Acacia craspedocarpa	Leatherleaf Acacia, Waxleaf A.
Acacia cultriformis	Knifeleaf Acacia, Knife Acacia
Acacia redolens	Creeping Acacia, Prostrate Acacia
Acacia rigidula	Blackbrush Acacia
Alyogne huegelii	Blue Hibiscus
Ambrosia dumosa	White Bursage, Burrobush
Ambrosia eriocentra	Wooly Bursage
Anisacanthus quadrifidus-wrightii 'Mexican Flame'	Mexican Flame
Anisodontea hypomandarum	Pink Desert Hibiscus, African Mallow
Artemisia filifolia	Sand Sage
Artemisia tridentata	Big Sage Brush
Asclepias subulata	Desert Milkweed
Atriplex canescens	Four-Wing Saltbush
Atriplex confertifolia	Shadscale
Atriplex hymenelytra	Saltbush, Desert Holly
Atriplex lentiformis	Quailbush, Big Saltbush
Atriplex lentiformis breweri	Brewer's Saltbush, Quail Bush
Atriplex polycarpa	Desert Saltbush
Baccharis sarothroides	Desert Broom, Coyote Bush
Baccharis x 'Centennial' (female hybrid)	Centennial Broom
Baccharis x 'Starn' (male hybrid)	Thompson Broom
Bebbia juncea	Sweet Bush
Berberis fremontii	Fremont's Barberry
Berberis thunbergii	Japanese Barberry
Buddleja davidii	Butterfly Bush
Buddleja marrubifolia	Wooly Butterfly Bush
Buddleja utahensis	Utah Butterfly Bush
Buxus microphylla 'Japonica'	Japanese Boxwood
Caesalpinia gilliesii	Yellow Bird of Paradise
Caesalpinia mexicana	Mexican Bird of Paradise
Caesalpinia pulcherrima	Red Bird of Paradise
Calliandra californica	Baja Fairy Duster
Calliandra eriophylla	Pink Fairy Duster
Callistemon citrinus	Bottlebrush, Lemon Bottlebrush
Callistemon citrinus 'Nana'	Dwarf Bottlebrush
Caryopteris x clandonensis 'Dark Knight'	Blue Mist Spirea
Chamaebatiaria millefolium	Fern Bush, Desert Sweet
Chrysactinia mexicana	Damianta

Botanical Name	Common Name
Shrubs	
Chrysothamnus viscidiflorus	Yellow Rabbit Brush, Green Rabbit Brush
Cistus hybridus	White Rockrose
Cistus purpureus	Purple Rock Rose, Orchid Rockrose
Coleogyne ramosissima	Blackbrush
Cordia parvifolia	Little Leaf Cordia
Cotoneaster congestus	Pyrenees Cotoneaster
Cotoneaster glaucophyllus	Gray-Leaf Cotoneaster
Cotoneaster lacteus	Red Clusterberry
Cotoneaster microphyllus	Rockspray
Dalea bicolor 'argyraea'	Silver Dalea
Dalea frutescens	Black Dalea
Dalea pulchra	Pink Indigo Bush
Dodonaea viscosa	Purple Hopseed Bush
Duranta erecta 'Sweet Memory'	Golden Dewdrop, Sky Flower
Elaeagnus pungens	Silverberry
Elaeagnus x ebbingei	Ebbing's Silverberry
Encelia farinosa	Brittlebush
Encelia virginensis	Virgin River Brittlebush
Ephedra nevadensis	Nevada Jointfir, Nevada Mormon Tea
Ephedera viridis	Mormon Tea
Eremophila decipiens	Slender Fuchsia
Eremophila laanii 'Pink Beauty'	Pink Beauty Emu Bush
Eremophila glabra 'Murchinson River'	Fire and Ice Emu Bush
Eremophila maculata	Spotted Emu Bush
Eremophila maculata 'Valentine'	Valentine Emu Bush
Eremophlila maculata 'Winter Gold'	Winter Gold Emu Bush
Eremophila racemosa	Easter Egg Eremophila
Eremophila x 'Summertime Blue' *(polyclada x divaricata)*	Summertime Blue Emu Bush
Eremophila sp.	Eremophila, Emu Bush
Ericameria cuneata	Cliff Goldenbush
Ericameria laricifolia	Turpentine Bush
Eriodictyon angustifolium	Yerba Santa
Eriogonum corymbosum var. *nilesii*	Las Vegas Valley Buckwheat
Eriogonum fasciculatum	Wild Buckwheat, California Buckwheat
Eriogonum sp.	Buckwheat
Euonymus japonica	Evergreen Euonymus
Euonymus japonica 'Aureo-Variegata'	Gold Spot Euonymus
Euonymus japonica 'Microphylla'	Box-leaf Euonymus
Euonymus japonica 'Silver King'	Silver King Euonymus
Fallugia paradoxa	Apache Plume

Botanical Name	Common Name
Shrubs	
Feijoa sellowiana	Pineapple Guava
Forestiera pubescens (neomexicana)	Desert Olive, New Mexico Privet
Fraxinus greggii	Little Leaf Ash
Genista tinctoria	Dyer's Greenwood
Gutierrezia sarothrae	Snakeweed
Juniperus chinensis 'Blue Point'	Blue Point Juniper
Juniperus chinensis 'Spartan'	Spartan Chinese Juniper
Juniperus chinensis 'Sea Green'	Sea Green Juniper
Juniperus chinensis 'Torulosa'	Hollywood Twisted Juniper
Juniperus sabina 'Tamariscifolia'	Tam Juniper
Juniperus scopulorum 'Gray Gleam'	Gray Gleam Juniper
Juniperus sp.	Juniper
Justicia californica	California Justicia, Chuparosa
Justicia candicans	Red Justicia
Justicia spicigera	Mexican Honeysuckle
Keckellia antirrhinoides	Yellow Snapdragon Bush
Krascheninnikovia lanata	Winterfat
Lantana camara	Bush Lantana
Lantana camara 'Radiation'	Radiation Lantana
Larrea tridentata	Creosote Bush
Leucophyllum candidum 'Silver Cloud'	Silver Cloud Texas Ranger
Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Texas Ranger
Leucophyllum frutescens	Texas Ranger, Texas Sage, Cenizo
Leucophyllum frutescens 'Compacta'	Compact Texas Ranger
Leucophyllum frutescens 'Green Cloud'	Green Cloud Texas Ranger
Leucophyllum frutescens 'White Cloud'	White Cloud Texas Ranger
Leucophyllum langmaniae 'Lynn's Legacy'	Lynn's Legacy Texas Ranger
Leucophyllum langamaniae 'Rio Bravo'	Rio Bravo Texas Ranger
Leucophyllum laevigatum	Chihuahuan Sage
Leucophyllum pruinsum 'Sierra Bouquet'	Sierra Bouquet Texas Ranger
Leucophyllum revolutum 'Houdini'	Houdini Texas Ranger
Leucophyllum zygophyllum 'Cimarron'	Blue Texas Ranger, Cimarron Ranger
Leucophyllum x 'Rain Cloud'	Rain Cloud Texas Ranger
Lycium andersonii	Wolf Berry
Lycium cooperi	Cooper's Wolfberry
Lycium pallidum var. *oliogospermum*	Pale Wolfberry
Malpighia glabra 'Mariquita'	Barbados Cherry
Myrtus communis	Classic Myrtle
Myrtus communis boetica	Twisted Myrtle
Myrtus communis 'Compacta'	Compact Myrtle
Nerium oleander	Oleander

Botanical Name	Common Name
Shrubs	
Nerium oleander 'Petite'	Dwarf Oleander
Phlomis fruiticosa	Shrubby Jerusalem Sage
Phlomis lanata	Jerusalem Sage
Plumbago auriculata	Cape Plumbago
Poliomintha maderensis	Lavender Spice, Mexican Oregano
Prunus fasciculata	Desert Almond
Psorothamnus fremontii	Indigo Bush
Psorothamnus polydenius	Nevada Smokebush
Punica granatum 'Nana'	Dwarf Pomegranate
Purshia mexicana	Mexican Cliffrose
Purshia stansburiana (=Cowania)	Cliff Rose
Pyracantha sp.	Pyracantha, Firethorn
Quercus turbinella	Scrub Live Oak
Rhus microphylla	Littleleaf Sumac
Rhus ovata	Sugar Bush
Rhus trilobata	Squaw Bush / Skunk Bush
Rhus virens	Evergreen Sumac
Romneya coulteri	Matilija Poppy, Fried Egg Poppy
Rosa sp.	Rose
Rosa woodsii	Woods' Rose
Rosmarinus officinalis	Rosemary
Ruellia peninsularis	Desert Ruellia
Russelia equisetiformis	Coral Fountain
Salazaria mexicana	Bladdersage
Salvia chamaedryoides	Mexican Blue Sage
Salvia clevelandii	Chaparral Sage
Salvia coccinea	Scarlet Sage
Salvia dorrii	Purple Sage, Desert Sage
Salvia greggii	Autumn Sage
Salvia leucantha	Mexican Bush Sage
Salvia microphylla 'Sierra Madre'	Sierra Madre Sage
Salvia mohavensis	Mojave Sage
Salvia sp.	Sage
Sambucus mexicana	Mexican Elderberry
Santolina chamaecyparissus	Lavender Cotton, Gray Santolina
Santolina rosmarinifolia (=S. virens)	Green Lavender Cotton, Green Santolina
Senna armata (=Cassia)	Spiny Senna
Senna artemisioides (=Cassia)	Feathery Senna, Feathery Cassia
Senna lindheimeriana (=Cassia)	Velvet-leaf Senna
Senna nemophila (=Cassia)	Desert Senna, Desert Cassia
Senna phyllodinea (=Cassia)	Silvery Senna, Silver Leaf Cassia

Botanical Name	Common Name
Shrubs	
Senna wislizenii (=Cassia)	Shrubby Senna, Shrubby Cassia
Simmondsia chinensis	Jojoba
Simmondsia chinensis 'Vista'	Compact Jojoba
Sophora arizonica	Arizona Mescal Bean
Tecoma stans	Yellow Trumpet Flower, Yellow Bells
Tecoma x 'Orange Jubilee'	'Orange Jubilee' Tecoma, Orange Bells
Tecoma x 'Sunrise'™	'Sunrise' Tecoma
Teucrium chamaedrys	Germander
Thamnosma montana	Turpentine Broom
Vauquelinia californica	Arizona Rosewood
Vauquelinia corymbosa var. *heterodon*	Narrowleaf Rosewood
Wedelia texana 'Devil's River' *(= Zexmenia hispida)*	Devil's River, Orange Daisy
Xylosma congestum	Xylosma
Xylosma congestum 'Compacta'	Dwarf Xylosma
Ziziphus obtusifolia	Greythorn

Botanical Name	Common Name
Groundcovers	
Abronia villosa	Desert Sand Verbena
Acacia redolens 'Desert Carpet'	Desert Carpet Creeping Acacia
Acalypha monostachys	Raspberry Fuzzies
Aptenia cordifolia	Hearts and Flowers, Red Apple Ice Plant
Asteriscus maritimus	Gold Coin Daisy
Baccharis pilularis 'Pigeon Point'	Dwarf Coyote Brush
Berberis repens = Mahonia repens	Creeping Oregon Grape
Calylophus hartwegii	Sierra Sundrop
Cephalophyllum speciosum 'Red Spike'	Red Spike Iceplant
Cerastium tomentosum	Snow-in-Summer
Conoclinium greggii 'Boothill' *(=Eupatorium)*	Boothill Eupatorium
Convolvulus cneorum	Bush Morning Glory
Convolvulus mauritanicus	Ground Morning Glory
Cotoneaster horizontalis	Rock Cotoneaster
Dalea capitata 'Sierra Gold'	Sierra Gold Dalea
Dalea greggii	Prostrate Indigo Bush
Dichondra argentea 'Silver Falls'	Silver Dichondra, Kidneyweed
Dichondra micrantha	Green Dichondra
Drosanthemum cooperi	Purple Iceplant
Euonymus fortunei 'Coloratus'	Purple-leaf Wintercreeper
Euphorbia rigida	Spurge, Gopher Plant

Botanical Name	Common Name
Groundcovers	
Gazania rigens	Gazania, Treasure Flower
Glandularia gooddinggii (=Verbena)	Goodding Verbena
Glandularia peruviana (=Verbena)	Peruvian Verbena
Glandularia pulchella (= Verbena)	Moss Verbena
Glandularia tenera (=Verbena)	Rock Verbena
Juniperus chinensis procumbens	Japanese Garden Juniper
Juniperus conferta	Shore Juniper
Juniperus horizontalis 'Prince of Wales'	Prince of Wales Juniper
Juniperus horizontalis 'Wiltonii'	Blue Carpet Juniper
Juniperus sabina 'Buffalo'	Buffalo Juniper
Lantana montevidensis	Trailing Lantana
Malephora crocea	Gray Ice Plant, Coppery Mesemb
Malephora lutea	Rocky Point Ice Plant
Mirabilis multiflora	Four O'Clock
Muehlenbeckia axillaris	Creeping Wire Vine
Myoporum parvifolium	Prostrate Myoporum
Pyracantha fortuneana 'Santa Cruz'	Santa Cruz Pyracantha, Firethorn
Rosmarinus officinalis 'prostratus'	Prostrate Rosemary
Sedum spectabile	Stonecrop
Sphaeralcea grossulariifolia	Goosefoot Mallow
Stachys coccinea	Texas Betony, Scarlet Hedge Nettle
Tradescantia pallida 'Purpurea'	Purple Heart, Wandering Jew
Verbena rigida	Sandpaper Verbena, Coarse Verbena
Vinca minor	Dwarf Periwinkle

Botanical Name	Common Name
Vines	
Antigonon leptopus	Queen's Wreath, Coral Vine
Callaeum lilacaena (=Mascagnia)	Orchid Vine
Campsis sp.	Trumpet Creeper
Cissus trifoliata var. *incisa*	Grape Ivy, Arizona Grape Ivy
Clematis ligusticifolia	Western Virgin's Bower
Ficus pumila	Creeping Fig
Gelsemium sempervirens	Carolina Jasmine
Hardenbergia violacea	Happy Wanderer, Lilac Vine
Jasminum mesnyi	Primrose Jasmine
Lonicera japonica 'Halliana'	Hall's / Japanese Honeysuckle
Macfadyena unguis-cati	Cat's Claw Vine
Maurandya antirrhiniflora	Snapdragon Vine

Botanical Name	Common Name
Vines	
Parthenocissus sp. *'Hacienda Creeper'*	Hacienda Creeper
Polygonum aubertii	Silver Lace Vine
Rosa banksiae	Lady Bank's Rose
Solanum jasminoides	Potato Vine
Tecomaria capensis	Cape Honeysuckle
Vitis arizonica	Canyon Grape
Vitis californica	California Grape
Vitis californica 'Roger's Red'	Rogers Red Grape
Vitis sp.	Grape

Botanical Name	Common Name
Agaves, Cacti, Succulents, and Yuccas	
Agave americana	Century Plant
Agave americana var. *aurea-marginata*	Yellow Margin Century Plant
Agave americana var. *medio-picta*	Medio Picta Century Plant
Agave angustifolia var. *marginata*	Variegated Agave
Agave bovicornuta	Cow's Horn Agave
Agave bracteosa	Green Spider Agave
Agave colorata	Mescal Ceniza
Agave desmettiana	Smooth Agave
Agave filifera	Thread-leaf Agave, Dark Green Agave
Agave geminiflora	Twin-Flowered Agave
Agave havardiana	Havard Agave
Agave montana	Mountain Agave
Agave multifilifera	Chahuiqui
Agave murpheyi	Murphey's Agave
Agave ocahui	Agave Ocahui
Agave ovatifolia	Whale's Tounge Agave
Agave palmeri	Palmer's Agave
Agave parrasana	Cabbage Head Agave
Agave parryi	Parry's Agave
Agave parryi var. *huachucensis*	Huachuca Agave
Agave parryi var. *neomexicana*	New Mexico Agave
Agave parryi var. *truncata*	Artichoke Agave
Agave salmiana ssp. *ferox*	Ferox Agave
Agave scabra	Rough-Leaved Agave
Agave schidigera 'Durango Delight'™	Durango Delight Agave
Agave utahensis ssp. *nevadensis*	Nevada Agave
Agave victoriae-reginae	Queen Victoria Agave

Botanical Name	Common Name
Agaves, Cacti, Succulents, and Yuccas	
Agave vilmoriniana	Octopus Agave
Agave weberi	Weber Agave
Aloe arborescens	Tree Aloe
Aloe barbadensis	Aloe Vera
Aloe ferox	Tap Aloe, Cape Aloe
Aloe nobilius	Gold Tooth Aloe
Aloe saponaria	African Aloe
Aloe x *'Blue Elf'*	Blue Elf Aloe
Aloe x *spinosissima*	Spider Aloe
Carnegiea gigantea	Saguaro (spear)
Carnegiea gigantea	Saguaro (with arms)
Cereus hildmannianus (= *peruvianus*)	Peruvian Apple
Cycas revoluta	Japanese Sago Palm
Cylindropuntia acanthocarpa (=Opuntia)	Buckhorn Cholla
Cylindropuntia arbuscula (=Opuntia)	Pencil Cholla
Cylindropuntia bigelovii (=Opuntia)	Teddy Bear Cholla
Cylindropuntia echinocarpa (=Opuntia)	Silver Cholla
Cylindropuntia fulgida (=Opuntia)	Chain-Fruit Cholla, Jumping Cactus
Cylindropuntia ramosissima (=Opuntia)	Diamond Cholla
Cylindropuntia versicolor (=Opuntia)	Staghorn Cholla
Dasylirion acrotriche	Green Desert Spoon
Dasylirion longissimum	Stick Palm, Mexican Grass Tree
Dasylirion wheeleri	Desert Spoon
Echinocactus grusonii	Golden Barrel
Echinocactus polycephalus	Cottontop Cactus
Echinocereus engelmannii	Strawberry Hedgehog
Echinocereus triglochidiatus	Claret Cup
Escobaria vivipara (=*Coryphantha*)	Common Pincushion
Escobaria vivipara var. *bisbeena*	Beehive Cactus
Ferocactus acanthodes (=Cylindraceus)	Compass Barrel Cactus
Ferocactus wislizenii	Fishhook Barrel Cactus
Fouquieria splendens	Ocotillo
Hesperaloe campanulata	Bell-flowered Hesperaloe
Hersperaloe funifera	Giant Sword Flower
Hesperaloe nochturna	Night Blooming Yucca
Hesperaloe parviflora	Red Yucca
Hesperaloe parviflora 'Yellow'	Yellow Yucca
Mammillaria tetrancistra	Pincushion / Fishhook Cactus
Nolina bigelovii	Bigelow's Nolina
Nolina matapensis	Treebear Grass
Nolina microcarpa	Bear Grass

Botanical Name	Common Name
Agaves, Cacti, Succulents, and Yuccas	
Nolina nelsoni	Blue Nolina
Nolina texana	Texas Bear Grass, Devil's Shoestring
Opuntia basilaris	Beavertail Cactus
Opuntia chlorotica	Pancake Prickly Pear
Opuntia engelmannii	Englemann's Prickly Pear
Opuntia engelmannii acicularis	Bristly Prickly Pear
Opuntia engelmannii linguiformis	Cow's Tongue, Angel's Wing Cactus
Opuntia erinacea 'erinacea'	Old Man Prickly Pear
Opuntia ficus-indica	Indian Fig Cactus
Opuntia macrocentra	Black Spine Prickly Pear
Opuntia microdasys	Bunny Ears
Opuntia phaeacantha	Mojave Prickly Pear
Opuntia paraguayensis	Paraguay Cactus, Orange Tuna Cactus
Opuntia riviereana	Orange Tuna Cactus
Opuntia robusta	Silver Dollar Cactus, Giant Prickly Pear
Opuntia santa rita 'Tubac' *(= O. violacea* 'Santa Rita')	Purple Prickly Pear, Purple Pancake
Opuntia turpinii (= Tephrocactus)	Pine Cone Prickly Pear, Paper Spine Cactus
Oreocereus celsianus	Old Man Of the Andes
Tephrocactus articulatus	Paper Spine Cactus, Pine Cone Cactus
Trichocereus pachanoi (= Echinopsis)	San Pedro Cactus
Trichocereus spachianus (= Echinopsis)	Golden Torch Cactus
Trichocereus sp *(= Echinopsis)*	Cacti
Yucca aloifolia	Spanish Bayonet
Yucca australis	Australis Yucca
Yucca baccata	Banana Yucca
Yucca brevifolia	Joshua Tree
Yucca constricta	Constricta Yucca
Yucca elata	Soaptree Yucca
Yucca faxoniana	Palm Yucca
Yucca filamentosa	Adam's Needle
Yucca glauca	Soapweed, Narrowleaf Yucca
Yucca gloriosa	Spanish Dagger
Yucca harrimaniae	Harriman's Yucca
Yucca pallida	Pale Leaf Yucca
Yucca recurvifolia	Weeping Yucca, Pendulous Yucca
Yucca rigida	Blue Yucca
Yucca rostrata	Beaked Yucca
Yucca rupicola	Twisted Yucca
Yucca schidigera	Mojave Yucca
Yucca schottii	Mountain Yucca
Yucca thompsoniana	Thompson's Yucca

Botanical Name	Common Name
Agaves, Cacti, Succulents, and Yuccas	
Yucca torreyi	Torrey Yucca
Yucca whipplei	Our Lord's Candle, Chaparral Yucca

Botanical Name	Common Name
Ornamental Grasses	
Achnatherum hymenoides (=*Oryzopsis*)	Indian Ricegrass
Achnatherum speciosum	Desert Needlegrass
Aristida purpurea	Purple Threeawn
Bouteloua curtipendula	Side-Oats Grama
Bouteloua gracilis	Blue Grama Grass
Calamagrostis x acutifolia	Feather Reed Grass
Cortaderia selloana	Pampas Grass
Cortaderia selloana 'Pumila'	Dwarf Pampas Grass
Festuca ovina	Blue Fescue
Festuca ovina var. *brachyphylla*	Sheep Fescue
Helictotrichon sempervirens	Blue Oat Grass
Miscanthus sinensis	Maiden Grass, Japanese Silver Grass
Miscanthus sinensis 'Variegata'	Variegated Maiden Grass
Muhlenbergia capillaris 'Regal Mist'	Regal Mist Muhly Grass
Muhlenbergia dumosa	Bamboo Muhly, Fairy Bamboo
Muhlenbergia emersleyi 'El Toro'	Bull Grass
Muhlenbergia lindheimeri 'Autumn Glow'	Autumn Glow
Muhlenbergia rigens	Deer Grass
Muhlengergia rigida 'Nashville'	Nashville
Nasella tenuisima (=Stipa tenuisima)	Mexican Feather Grass
Ophiopogon japonicus	Mondo Grass
Pennisetum alopecuroides	Black Moudry
Pennisetum setaceum 'Rubrum' 'Cupreum'	Purple Fountain Grass
Phyllostachys aurea	Golden Bamboo
Pleuraphis rigida (= Hilaria rigida)	Big Galleta Grass
Sorghastrum nutans	Indian Grass
Sporobolus airoides	Alkali Sacaton Grass
Stipa gigantea	Giant Feather Grass, Golden Oats

Botanical Name	Common Name
Perennial (small accent areas only)	
Achillea filipendulina	Fern Leaf Yarrow

Botanical Name	Common Name
Perennial (small accent areas only)	
Agapanthus africanus	Lily of the Nile
Amsonia tomentosa	Desert Bluestar
Anemopsis californica	Yerba Mansa
Artemisia ludoviciana	Prairie Sage
Artemisia ludoviciana albula 'Silver King'	Silver King Artemisia
Artemisia x 'Powis Castle'	Powis Castle Wormwood
Artemisia schmidtiana 'Silver Mound'	Angel's Hair, Silver Mound Artemisia
Astragalus preussii	Preuss' Milkvetch
Baileya multiradiata	Desert Marigold
Berlandiera lyrata	Chocolate Flower
Convolvulus tricolor	Dwarf Morning Glory
Coreopsis lanceolata	Sunray
Echinacea purpurea	Purple Coneflower
Enceliopsis argophylla	Silverleaf Sunray
Epilobium canum (=Zauschneria californica)	Hummingbird Flower
Erigeron divergens	Native Fleabane
Erigeron karvinskianus	Santa Barbara Daisy, Mexican Daisy
Eschscholzia californica	California Poppy, Golden Poppy
Gaillardia aristata (=grandiflora)	Blanket Flower
Gaura coccinea	Scarlet Gaura
Gaura lindheimeri	Gaura
Gazania rigida	Gazania
Iberis sempervirens	Evergreen Candytuft
Ipomopsis arizonica = Gilia aggregata	Skyrocket
Kallstroemia grandiflora	Arizona Poppy, Orange Caltrop
Lavandula sp.	Lavender
Lepidium fremontii	Desert Alyssium
Liatris spicata	Gayfeather, Blazing Star
Linum lewisii	Blue Flax
Lippia repens	Lippia
Liriope gigantea	Giant Lily Turf
Liriope muscari	Lily Turf
Lobularia maritima	Sweet Alyssum
Manfreda maculosa	Texas Tuberose, Spice Lily
Melampodium leucanthum	Blackfoot Daisy
Oenothera caespitosa	Angel Wing/White Evening Primrose
Oenothera elata = O. hookeri	Hooker's Evening Primrose
Osteospermum fruticosum	African Trailing Daisy, Freeway Daisy
Penstemon amphorellae	Mexican Blue Penstemon

Botanical Name	Common Name
Perennial (small accent areas only)	
Penstemon baccharifolis 'Del Rio'	Del Rio Penstemon
Penstemon barbatus	Scarlet Bugler, Scarlet Beardtongue
Penstemon bicolor	Pinto Beardtongue
Penstemon bicolor ssp.*roseus*	Rosy Two-tone Beardtongue
Penstemon eatonii	Firecracker Penstemon
Penstemon palmeri	Scented Penstemon
Penstemon parryi	Parry's Penstemon
Penstemon pseudospectabilis	Canyon Penstemon
Penstemon rostriflorus	Bridge Penstemon
Penstemon strictus	Rocky Mountain Penstemon
Penstemon superbus	Superb Penstemon, Coral Beardtongue
Penstemon sp.	Penstemon
Perovskia atriplicifolia	Russian Sage
Psilostrophe cooperi	Paper Flower
Psilostrophe tagetina	Wooly Paper Flower
Ratibida columnifera	Mexican Hat
Rudbeckia hirta	Black-eyed Susan
Ruellia brittoniana	Wild Petunia
R. b. vars. 'Katie', 'Rosa', 'Blanca'	Dwarf Ruellia
Sphaeralcea ambigua	Globe Mallow
Stanleya pinata	Desert Prince's Plume
Tagetes lemmonii	Mountain Marigold
Tagetes lucida	Mexican Tarragon, Mexican Marigold
Tetraneuris acaulis (=Hymenoxys)	Angelita Daisy
Thymophylla pentachaeta (=Dyssodia)	Golden Dogbane, Golden Dyssodia
Thymophylla tenuiloba (=Dyssodia)	Dahlberg Daisy
Tulbaghia violacea	Society Garlic
Viguiera parishii (deltoidea)	Goldeneye
Xylorhiza tortifolia	Mojave Aster
Zinnia acerosa	Desert Zinnia
Zinnia grandiflora	Prairie Zinnia

	Botanical Name	Common Name
PLANTS WITH SPECIAL NEEDS (NOT SUITABLE FOR ALL LOCATIONS)		
Shrub	*Asparagus densiflorus* 'Meyers'	Foxtail Fern
Groundcover	*Asparagus densiflorus* 'Sprengeri'	Asparagus Fern
Shrub	*Aspidistra elatior*	Cast Iron Plant

	Botanical Name	Common Name
PLANTS WITH SPECIAL NEEDS (NOT SUITABLE FOR ALL LOCATIONS)		
Shrub	*Aucuba japonica* 'Variegata'	Gold Dust Plant
Shrub	*Berberis aquifolium (=Mahonia)*	Oregon Grape
Vine	*Bougainvillea* sp.	Bougainvillea
Perennial	*Canna* hybrids	Canna
Agave, etc	*Cephalocereus senilis*	Old Man Cactus
Perennial	*Cuphea llavea*	Bat-faced Cuphea
Perennial	*Dietes bicolor*	Fortnight Lily, Evergreen Iris
Perennial	*Dietes vegeta (= irdioides)*	Butterfly Iris, African Iris
Perennial	*Erysimum linifolium*	Wallflower
Shrub	*Euryops pectinatus*	Yellow Bush Daisy, Euryops Daisy
Shrub	*Euryops pectinatus 'Viridis'*	Green Bush Daisy
Shrub	*Fatsia japonica*	Japanese Aralia
Shrub	*Genista racemosa*	Sweet Broom
Vine	*Hedera canariensis*	Algerian Ivy
Vine	*Hedera helix*	English Ivy
Perennial	*Hemerocallis* hybrids	Daylily Hybrids
Shrub	*Hibiscus* sp.	Hibiscus
	Hyptis emoryi	Desert Lavender
	Ilex altaclarensis 'Wilsonii'	Wilson Holly
	Ilex cornuta	Chinese Holly
	Ilex cornuta 'Burfordii'	Burford Holly
	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly
	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly
	Ilex sp.	Holly
Perennial	*Iris* sp.	Iris
Vine	*Jasminum polyanthum*	Pink Jasmine
	Lagerstroemia indica dwarf	Dwarf Crape Myrtle
Shrub	*Ligustrum japonicum*	Waxleaf Privet, Japanese Privet
Shrub	*Ligustrum lucidum*	Glossy Privet
Shrub	*Nandina domestica*	Heavenly Bamboo
Shrub	*Nandina domestica 'Nana'*	Dwarf Heavenly Bamboo
Vine	*Parthenocissus quinquefolia*	Virginia Creeper
Vine	*Parthenocissus tricuspidata*	Boston Ivy, Japanese Creeper
Shrub	*Phoenix roebelenii*	Pygmy Date Palm
	Phormium sp.	Flax
Shrub	*Photinia* x *fraseri*	Redtip Photinia, Fraser's Photinia
Shrub	*Pittosporum tobira*	Japanese Mock Orange
Shrub	*Pittosporum tobira 'Variegata'*	Variegated Mock Orange
Shrub	*Pittosporum tobira* 'Wheeler's Dwarf'	Wheeler's Dwarf Mock Orange

	Botanical Name	Common Name
PLANTS WITH SPECIAL NEEDS (NOT SUITABLE FOR ALL LOCATIONS)		
Shrub	*Platycladus orientalis*	Oriental Arborvitae
Shrub	*Platycladus orientalis 'Aurea Nana'*	Golden Arborvitae
Shrub	*Podocarpus gracillor*	Fern Pine
Shrub	*Prunus caroliniana 'Compacta'*	Compact Carolina Cherry
Shrub	*Rhaphiolepis indica*	Indian Hawthorn
Groundcover	*Stachys byzantina*	Lamb's Ear
Agave, etc	*Stenocereus thurberi*	Organ Pipe Cactus
Vine	*Trachelospermum asiaticum*	Asiatic Jasmine
Vine	*Trachelospermum jasminoides*	Star Jasmine
Shrub	*Viburnum* sp.	Viburnum
Vine	*Wisteria sinensis*	Chinese Wisteria
Perennial	*Zephyranthes* sp.	Fairy Lily, Rain Lily

NOT RECOMMENDED (See Nevada Department of Agriculture Noxious Weed List for more: http://agri.state.nv.us/nwac/PLANT_NoxWeedList.htm)		
	Botanical Name	**Common Name**
	Oenothera speciosa 'Siskiyou' *(=berlandieri)*	Mexican Evening Primrose

Architectural Design Guidelines

June 21, 2011

KYLE CANYON

City of Las Vegas, Nevada
Planning & Development Department

Prepared For: CARWIN ADVISORS

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CONSULTING ENGINEERS & PLANNERS

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Table of Contents

Introduction..... 1
Community Design Approach..... 1
Architectural Design Criteria 2
Architectural Styles 2
Perimeter Edge Conditions 4
Single Family Neighborhoods 5
Multi-Family Neighborhoods 10
Design Review Process 17

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 · ½ round 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 · ½ round 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, sundecks 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, 2 nd 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 sundecks 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 b e approved by the Master Developer prior to submission to any app licable 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 Neigh borhood; 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: …… · Detailed Development Plan · Architectural Plans · Material and Color Sample Board · Landscape Plan	$tbd
3	2nd 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 publ ic 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

KAEMPFER CROWELL
ATTORNEYS AT LAW

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

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LAS VEGAS OFFICE

ROBERT J. GRONAUER
rgronauer@kcnvlaw.com
702.792.7000

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.

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

Robert J. Gronauer

RJG/mlt

City of Las Vegas Agenda Item No.: **42.**

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:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
NO RECOMMENDATION

BACKUP DOCUMENTATION:
NONE

City of Las Vegas Agenda Item No.: **43.**

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:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff has NO RECOMMENDATION

BACKUP DOCUMENTATION:
City of Las Vegas Planning Commission Rules and Regulations

City of Las Vegas Agenda Item No.: **44.**

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:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff has NO RECOMMENDATION.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **45.**

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:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Proposed Amendment and Staff Report
2. Justification Letter

City of Las Vegas

AGENDA MEMO

PLANNING COMMISSION MEETING DATE: AUGUST 9, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
TXT-42360	Staff recommends APPROVAL.	

** PROPOSED AMENDMENT(S) **

1. Table 1 of the Town Center Development Standards Manual is hereby amended by adding uses "Pet Boarding", "Small Wind Energy Systems" and "Solar Panel" as follows:

Permitted Uses – Table 1

USE	GC	SC	UC	SX	MS	EC	L	ML	MLA	M	PF
Pet Boarding	**C**	**C**	**C**	**S**		**C**					
Small Wind Energy Systems	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**
Solar Panel	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**

2. Section B(3)(B) is hereby amended by adding Conditional Use requirements for "**Pet Boarding**" as follows:

   a. The use shall comply with all minimum conditions, standards and requirements applicable to the use "Pet Boarding" in LVMC 19.12.

3. Section B(4)(B) is hereby amended by adding Special Use Permit requirements for "**Pet Boarding**" as follows:

   a. The use shall comply with all minimum conditions, standards and requirements applicable to the use "Pet Boarding" in LVMC 19.12.

YK

4. Section B(3)(B) is hereby amended by adding Conditional Use Requirements for "**Small Wind Energy Systems**" as follows:

    a. The use shall comply with all minimum conditions, standards and requirements applicable to the use "Small Wind Energy Systems" in LVMC 19.12.

5. Section B(3)(B) is hereby amended by adding Conditional Use Requirements for "**Solar Panel**" as follows:

    b. The use shall comply with all minimum conditions, standards and requirements applicable to the use "Solar Panel" in LVMC 19.12.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to amend Table 1 of the Town Center Development Standards to add "Pet Boarding," "Small Wind Energy Systems" and "Solar Panel Uses." The Pet Boarding Use is proposed to be permitted as a Conditional Use in the GC (General Commercial), SC (Service Commercial), UC (Urban Center Mixed Use), EC (Employment Center Mixed Use), and in the SX (Suburban Mixed Use) District with approval of a Special Use Permit. The Small Wind Energy Systems and Solar Panel Uses are proposed to be permitted as Conditional Uses in all Districts. Staff recommends approval of the Pet Boarding Use, as it is similar to Animal Hospital, Clinic, Shelter, Without Outside Pens that is already a permitted use in Town Center. This use is also consistent with the Pet Boarding Use found in Title 19.12. Staff recommends approval of the Small Wind Energy Systems and Solar Panel Uses to conform to Nevada Revised Statute Chapter 701B as updated in the 2009 Legislative session.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/07/01	The City Council adopted Bill No. 2001-100 that created the Town Center Development Standards Manual. The Planning Commission and staff recommended approval.
10/04/06	The City Council adopted Bill No. 2006-53 that revised the Town Center Development Standards Manual to provide for greater consistency with Title 19. The Planning Commission and staff recommended approval.

ANALYSIS

The proposed amendment would create new uses entitled "Pet Boarding,", "Small Wind Energy Systems" and "Solar Panel." The Pet Boarding use would allow for the shelter, care, feeding, exercising, grooming or incidental medical care for household pets for remuneration or otherwise on a commercial basis, as well as a kennel operation. The use must be conducted per the standards described in Title 19.12 for Pet Boarding. The new use would be permitted in all Town Center zoning districts that currently permit an Animal Hospital, Clinic, Shelter, Without Outside Pens.

The "Small Wind Energy Systems" use is described as follows**:** A wind energy conversion system consisting of a wind turbine, a tower or supporting structure, and associated control or conversion electronics, which has a rated capacity of not more than 100kW and which is intended primarily to reduce on-site consumption of utility power. The use is not to be deemed an accessory structure. This use must be conducted per the standards described in Title 19.12.010 for Small Wind Energy Systems. The new use would be permitted in all Town Center zoning districts.

The "Solar Panel" use is described as follows: a small-scale unit that is designed and used, on an incidental or accessory basis, to generate power or heat (or both) to be supplied to the principal use of the site. This use must be conducted per the standards described in Title 19.12 for Solar Panel. The new use would be permitted in all Town Center zoning districts.

FINDINGS

The proposed text amendment will achieve the following:

- Establish a new use in Town Center entitled "Pet Boarding" that will be permitted as a Conditional Use in the GC (General Commercial), SC (Service Commercial), UC (Urban Center Mixed Use), EC (Employment Center Mixed Use) Districts, and in the SX (Suburban Mixed Use) District with approval of a Special Use Permit;
- Establish a new use in Town Center entitled "Small Wind Energy Systems" that will be permitted as a Conditional Use in all districts; and
- Establish a new use in Town Center entitled "Solar Panel" that will be permitted as a Conditional Use in all districts.

The following table summarizes the proposed changes:

Code Requirements	Existing Regulations	Proposed Regulations
Town Center Development Standards Manual Table 1 Permitted Uses	N/A	Create new use entries for Pet Boarding, Small Wind Energy Systems and Solar Panel.
Town Center Development Standards Manual B(3)(B)	N/A	Define the Conditions required for Pet Boarding in GC, SC, UC and EC Districts. Defines the Conditions required for Small Wind Energy Systems and Solar Panel for all Districts.
Town Center Development Standards Manual B(4)(B)	N/A	Define the Special Use Permit requirements for Pet Boarding in the SX District.

NOTICES MAILED NEWSPAPER ONLY

APPROVALS 0

PROTESTS 0

YK

TERRITORY
INCORPORATED

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 and 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

Real Estate & Development
5785 Centennial Center Blvd., Suite 230 • Las Vegas, Nevada 89149 • Phone 702-822-8200 • Fax 702-822-8201
Please visit our web site at: www.territoryinc.com

TXT-42360

Thank you for your consideration.

Regards,

Mike Shohet
Vice President of Development

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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