



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAC-74824** APN: 124-12-410-001
Name of Property Owner: Beazer Homes Holdings, LLC.
Name of Applicant: Beazer Homes Holdings, LLC
Name of Representative: Slater Hanifan Group

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: _____

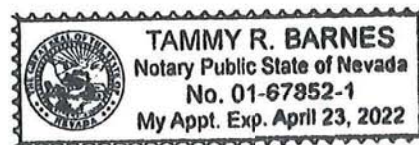
Signature of Property Owner: 

Print Name: MICHAEL GRAY

Subscribed and sworn before me

This 19 day of October, 2018

Tammy Barnes
Notary Public in and for said County and State





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Vacation
 Project Address (Location) Grand Teton & Shaumber
 Project Name Skye Canyon Parcel 2.21B Proposed Use _____
 Assessor's Parcel #(s) 126-12-410-001 Ward # _____
 General Plan: existing _____ proposed _____ Zoning: existing TD proposed TD
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 16.01 Lots/Units _____ Density _____
 Additional Information _____

PROPERTY OWNER Beazer Homes Holdings, LLC Contact Michael Gray
 Address 2470 Paseo Verde Parkway, Suite 135 Phone: 702-837-2111 Fax: _____
 City Henderson State Nevada Zip 89074
 E-mail Address michael.gray@beazer.com

APPLICANT Beazer Homes Holdings, LLC Contact Michael Gray
 Address 2470 Paseo Verde Parkway, Suite 135 Phone: 702-837-2111 Fax: _____
 City Henderson State Nevada Zip 89074
 E-mail Address michael.gray@beazer.com

REPRESENTATIVE Slater Hanifan Group Contact Chelsea Jensen
 Address 5740 South Arville Suite 216 Phone: 702-284-5300 Fax: 702-284-5399
 City Las Vegas State Nevada Zip 89118
 E-mail Address cjensen@shg-inc.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* [Signature]

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

Print Name MICHAEL GRAY

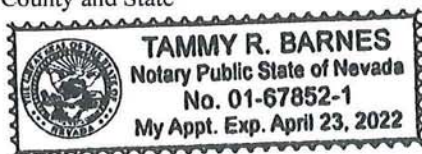
Subscribed and sworn before me

This 19 day of October, 2018.

[Signature: Tammy Barnes]

Notary Public in and for said County and State

Revised 10/27/08



FOR DEPARTMENT USE ONLY

Case # **VAC-74824**

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.

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

WALLACE MORRIS KLINE SURVEYING, LLC
Land Survey Consulting

APN: 126-12-410-001

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS A PORTION OF THE PEDESTRIAN ACCESS, STREETLIGHT, AND TRAFFIC CONTROL DEVICE EASEMENT BEING VACATED IN SUPPORT OF THE "SKYE CANYON PARCEL 2.21B" PROJECT.

DESCRIPTION

THAT PORTION OF THE PEDESTRIAN ACCESS, STREETLIGHT, AND TRAFFIC CONTROL DEVICE EASEMENT GRANTED PER "SKYE CANYON II PHASE 2" AS SHOWN BY MAP THEREOF IN BOOK 153, PAGE 24 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA, LYING WITHIN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND TETON DRIVE AND SHAUMBER ROAD AS SHOWN BY SAID SUBDIVISION PLAT;

THENCE ALONG THE CENTERLINE OF SAID SHAUMBER ROAD, NORTH 00°16'43" EAST, 88.79 FEET;

THENCE DEPARTING THE CENTERLINE OF SAID SHAUMBER ROAD, SOUTH 89°43'17" EAST, 87.15 TO THE **POINT OF BEGINNING**;

THENCE NORTH 49°03'06" WEST, 29.20 FEET;

THENCE NORTH 00°16'43" EAST, 15.01 FEET;

THENCE SOUTH 45°21'47" EAST, 47.96 FEET;

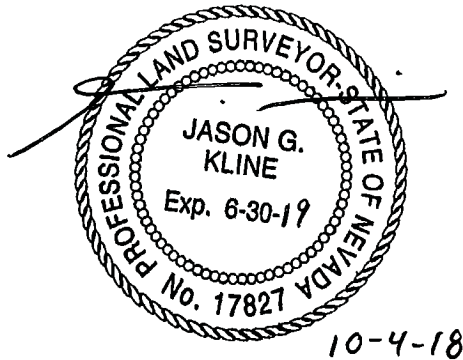
THENCE SOUTH 87°50'19" WEST, 12.15 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 379 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS

NORTH 00°16'43" EAST, BEING THE BEARING OF THE CENTERLINE OF SHAUMBER ROAD, LYING WITHIN THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 16, TOWNSHIP 19 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF IN BOOK 153, PAGE 24 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA

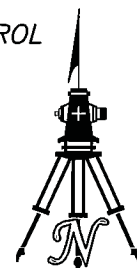
JASON G. KLINE, PLS
NEVADA LICENSE NO. 17827



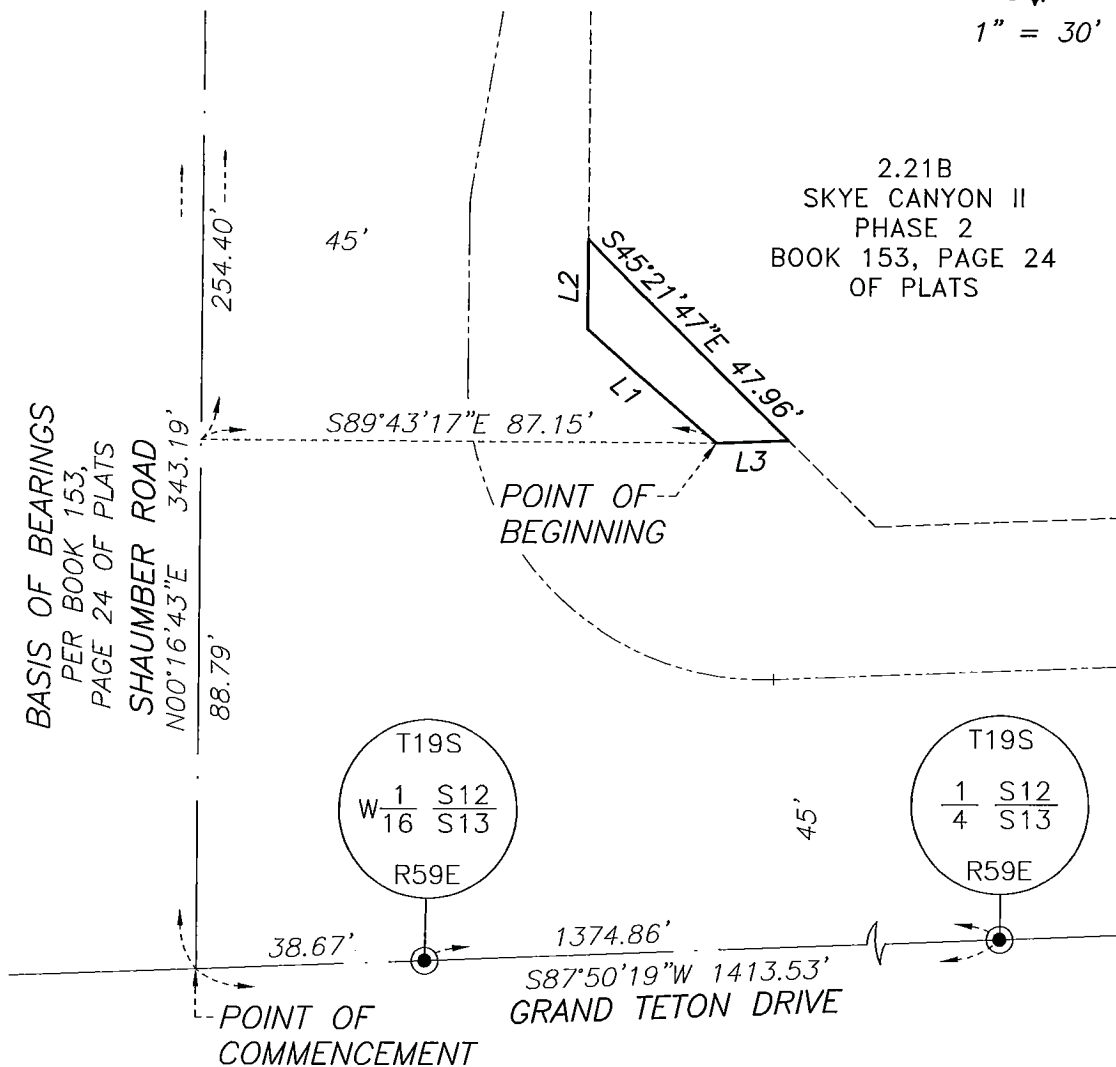
APN: 126-12-410-001

VACATION OF PEDESTRIAN ACCESS, STREETLIGHT, AND TRAFFIC CONTROL
DEVICE EASEMENT

LINE	BEARING	DISTANCE
L1	N49°03'06"W	29.20'
L2	N00°16'43"E	15.01'
L3	S87°50'19"W	12.15'



1" = 30'



P:\SHG\18181\DWG\EXHIBITS\18181-VAC01.DWG

WALLACE MORRIS KLINE
SURVEYING, LLC.
LAND SURVEY CONSULTING

5740 S. ARVILLE ST. #206
LAS VEGAS, NEVADA 89118

EXHIBIT "B"

LYING WITHIN THE SOUTHWEST QUARTER (SW1/4)
OF SECTION 12, T. 19 S., R. 59 E., M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

PAGE 1 OF 1

PRJ-74790
10/22/18

VAC-74824

R.P.T.T. \$31,436.40
NCS-890201(ad)
A.P.N.: 126-12-410-001

Recording Requested By and
When Recorded Mail To:
Mail Tax Statement to:
Beazer Homes Holdings, LLC
2470 Paseo Verde Parkway
Suite 135
Henderson, NV 89074

Inst #: 20181004-0000016

Fees: \$40.00

RPTT: \$31436.40 Ex #:

10/04/2018 07:45:51 AM

Receipt #: 3529209

Requestor:

FIRST AMERICAN TITLE NCS

Recorded By: COJ Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

GRANT, BARGAIN AND SALE DEED

KAG Development West LLC, a Delaware limited liability company, as "Grantor," does hereby Grant, Bargain, Sell and Convey to Beazer Homes Holdings, LLC, a Delaware limited liability company, as "Grantee," the real property in the County of Clark, State of Nevada (hereinafter referred to as the "Land") described below.

Parcel 2.21B of Skye Canyon II Phase 2 as shown by map thereof on file in Book 153 of Plats, page 24, in the Office of the County Recorder of Clark County, Nevada

RESERVING UNTO GRANTOR, its successors and assigns, together with the right to grant and transfer all or a portion of the same, as follows:

A. Any and all oil, oil rights, minerals, mineral rights, natural gas rights, and other hydrocarbons by whatsoever name known, geothermal steam, and all products derived from any of the foregoing, that may be within or under the Land beneath a depth of five hundred feet (500').

B. Any and all water, rights or interests therein, no matter how acquired by Grantor, and owned or used by Grantor in connection with or with respect to the Land, or within or under the Land, together with the right to explore, drill, redrill, remove and store the same from the Land or to divert or otherwise utilize such water, rights or interests on any other property owned or leased by Grantor, whether such water rights shall be riparian, overlying, appropriative, percolating, littoral, prescriptive, adjudicated, statutory or contractual; but without, however, any right to enter upon or in any way disturb the surface of the Land or any area within five hundred feet (500') from the surface of the Land in the exercise of such rights.

C. Non-exclusive easements in gross on, over, under or across the Land for the purposes of installation, emplacement and maintenance of private and/or public electric, telephone, cable television, water, gas, sanitary sewer lines, drainage facilities or any other utilities, together with the right to enter upon the Land (without unreasonably interfering with Grantee's reasonable

R.P.T.T. \$ 31,436.40
NCS-890201(ad)
A.P.N.: 126-12-410-001

E-RECORDED

simplifile

Recording Requested By and
When Recorded Mail To:
Mail Tax Statement to:
Beazer Homes Holdings, LLC
2470 Paseo Verde Parkway
Suite 135
Henderson, NV 89074

ID: _____

County: _____

Date: _____ Time: _____

GRANT, BARGAIN AND SALE DEED

KAG Development West LLC, a Delaware limited liability company, as "Grantor," does hereby Grant, Bargain, Sell and Convey to Beazer Homes Holdings, LLC, a Delaware limited liability company, as "Grantee," the real property in the County of Clark, State of Nevada (hereinafter referred to as the "Land") described below.

Parcel 2.21B of Skye Canyon II Phase 2 as shown by map thereof on file in Book 153 of Plats, page 24, in the Office of the County Recorder of Clark County, Nevada

RESERVING UNTO GRANTOR, its successors and assigns, together with the right to grant and transfer all or a portion of the same, as follows:

A. Any and all oil, oil rights, minerals, mineral rights, natural gas rights, and other hydrocarbons by whatsoever name known, geothermal steam, and all products derived from any of the foregoing, that may be within or under the Land beneath a depth of five hundred feet (500').

B. Any and all water, rights or interests therein, no matter how acquired by Grantor, and owned or used by Grantor in connection with or with respect to the Land, or within or under the Land, together with the right to explore, drill, redrill, remove and store the same from the Land or to divert or otherwise utilize such water, rights or interests on any other property owned or leased by Grantor, whether such water rights shall be riparian, overlying, appropriative, percolating, littoral, prescriptive, adjudicated, statutory or contractual; but without, however, any right to enter upon or in any way disturb the surface of the Land or any area within five hundred feet (500') from the surface of the Land in the exercise of such rights.

C. Non-exclusive easements in gross on, over, under or across the Land for the purposes of installation, emplacement and maintenance of private and/or public electric, telephone, cable television, water, gas, sanitary sewer lines, drainage facilities or any other utilities, together with the right to enter upon the Land (without unreasonably interfering with Grantee's reasonable

use and enjoyment thereof) in order to service, maintain, repair, reconstruct, relocate or replace any of such lines or facilities.

D. Non-exclusive easements in gross on, over, under or across the Land for the purposes of installation, emplacement and maintenance of those improvements described as "Owner's Work of Improvement" in that certain Declaration of Development Covenants and Restrictions by Grantee of even date herewith. Unless previously conveyed to a public utility or homeowner's association, the easement reserved by Grantor under this Recital D shall automatically terminate upon completion by Grantee or Grantor of all such improvements and dedication thereof to appropriate governmental authorities or public utilities.

SUBJECT TO:

1. General and special taxes and assessments for the current fiscal tax year and any and all unpaid taxes and/or assessments; and

2. The "Permitted Exceptions" as defined in that certain unrecorded Agreement to Purchase and Sell Real Property dated January 29, 2018 between Grantor and Grantee including any subsequent amendments thereto.

3. The covenant, condition and restriction, and the declaration hereby that all and every portion of the Land shall be held, used, occupied, improved, conveyed, leased, hypothecated, and/or encumbered, subject to the following protective covenants, conditions, limitations, restrictions, reservations, easements, and equitable servitudes; all of which shall run with the land and burden the Land (and each and every portion thereof) and shall be binding upon all persons and entities having or acquiring any right, title or interest in the Land, or any part thereof, and their respective heirs, successors and assigns; and shall inure to the benefit of the "Benefited Property" (which is hereby described as all and every other portion of the Skye Canyon master planned community, Clark County, Nevada, owned from time to time by Grantor, as more particularly described in that certain Master Declaration of Covenants, Conditions, and Restrictions for Skye Canyon, recorded in the Office of the County Recorder of Clark County, Nevada, as Instrument No. 20141015-0000113, as amended, supplemented, and/or restated from time to time of record), and may be enforced by Grantor, as owner of the Benefited Property, and any and all future owner(s) of the Benefited Property and each and every portion thereof.

(a) The Land (which term as used hereinafter shall include each and every part of the Land) shall NOT be owned, occupied, or used for any purpose or use other than residential subdivision land within the Skye Canyon master planned community, and for any related and duly constituted homeowners association's use or purpose reasonably related thereto.

(b) The Land shall NOT be owned, occupied, or used for any commercial and/or industrial use or purpose.

The foregoing shall be equitable servitudes and restrictions and covenants running with the Land (as burdened property) for the benefit of the Benefited Property, and shall be binding upon and

enforceable against Grantee and all subsequent grantees and successors in interest of all or any portion of the Land, and their respective successors-in-interest and assigns. The right to enforce the foregoing shall inure solely in Grantor and/or any successor in interest to all or any portion of the Benefited Property. Grantee, for itself and its successors and assigns, and all future persons owning the Land or any portion thereof, by acquiring any interest in or to all or any portion of the Land, shall be irrebuttably deemed to have acknowledged and agreed that equitable relief (including, without limited, a temporary restraining order, preliminary injunction, permanent injunction and/or mandatory injunction) shall be available to enforce the foregoing, together with all rights and remedies otherwise available at law or in equity.

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its general partner thereunder duly authorized.

Dated as of this 28 day of September, 2018.

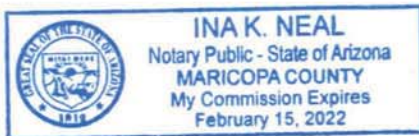
KAG DEVELOPMENT WEST LLC, a Delaware limited liability company:

By: Ninety Five Management, L.L.C., a Nevada limited liability company in its capacity as authorized Manager of KAG Property LLC, a Delaware limited liability company, the sole member of KAG Development West LLC

By: [Signature] Date September 28, 2018
R. Brett Goett, its Duly Authorized Signatory
R. Brett Goett

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on this 28th day of September, 2018, by R. Brett Goett, Duly Authorized Signatory of KAG Development West LLC.



Ina K. Neal
Notary Public

Name: INA K. NEAL

My Commission Expires: February 15, 2022

Ina K. Neal
February 15, 2022

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 126-12-410-001
b) _____
c) _____
d) _____

2. Type of Property

- a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3. a) Total Value/Sales Price of Property: \$6,163,850.00
b) Deed in Lieu of Foreclosure Only (value of property) (\$ _____)
c) Transfer Tax Value: \$6,163,850.00
d) Real Property Transfer Tax Due \$31,436.40

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per 375.090, Section: _____
b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____

Capacity: _____

Signature: [Signature]

Capacity: DIVISION PRESIDENT

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: KAG Development West LLC

Print Name: LLC

c/o Ninety Five Management, LLC
11411 Southern Highlands Parkway

2470 Paseo Verde Parkway,

Address: Suite 300

Address: Suite 135

City: Las Vegas

City: Henderson

State: NV Zip: 89141

State: NV Zip: 89074

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Insurance
Company National Commercial

Print Name: Services File Number: NCS-890201-HHLV ad/ad

Address 2500 Paseo Verde Parkway, #120

City: Henderson State: NV Zip: 89074

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

VAC-74824

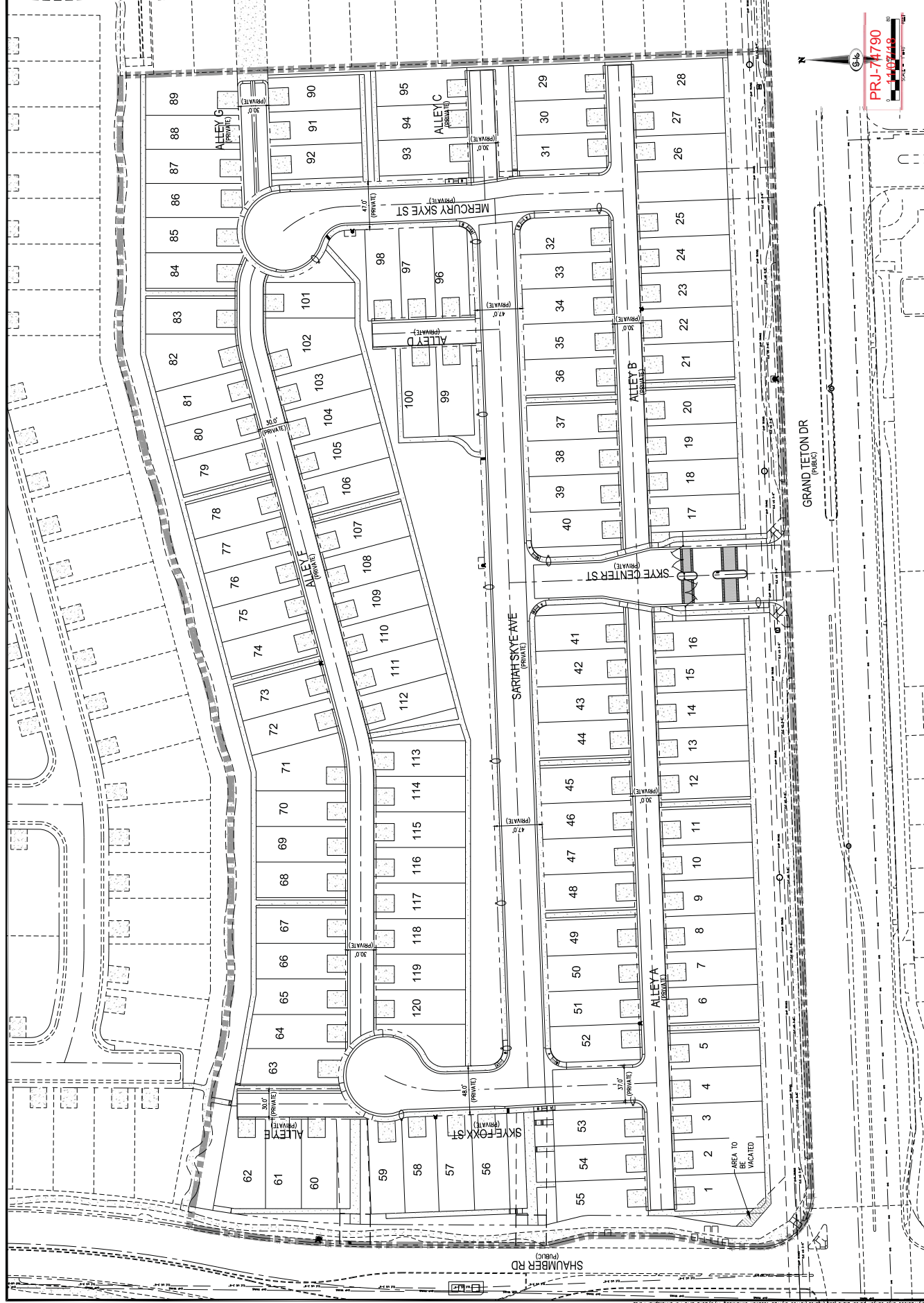
PRJ-74790
10/22/18

APP	DATE	DESCRIPTION	NO.

CITY OF LAS VEGAS, NV
 BEAZER HOMES
 SKYE CANYON PARCEL 2.21B
 VACATION EXHIBIT

DATE: 11/6/18
 DRAFTER: CP
 DESIGNED: CP
 CHECKED: DSP
 PROJECT NO: OLY1725-000

EXH
 SHEET 1 OF 1



VAC-74824