

EXHIBIT A

LEGAL DESCRIPTION

APN

ALL OF APN 100-31-000-001 AND
PORTIONS OF 100-30-000-001 AND 100-32-000-001

LEGAL DESCRIPTION

T. 18 S., R. 60 E.,
SECTION 30, GOVERNMENT LOTS 17, 19 AND LOTS 21 THRU 25;
ALL OF SECTION 31;
SECTION 32, GOVERNMENT LOTS 7, 8, 9, 11, GOVERNMENT LOTS 21 THRU 25,
GOVERNMENT LOTS 28, 31, 36, 38, 39, AND 40.

THE AREAS DESCRIBED CONTAINS
APPROXIMATELY 939.52 ACRES.

EXHIBIT B

UPPER LAS VEGAS WASH VISION PLAN

UPPER LAS VEGAS WASH VISION PLAN



PREPARED FOR THE CITY OF LAS VEGAS
SEPTEMBER 2017



R-43-2017
Adopted 09/06/2017



ACKNOWLEDGEMENTS

PREPARED FOR:

THE CITY OF LAS VEGAS
Las Vegas, Nevada

CITY STAFF

TOM PERRIGO, Director of Planning
KAREN DUDDLESTIEN, Deputy Director
NANCY DEANER, Director of Cultural Affairs
ROBERT T. SUMMERFIELD, Planning Section Manager
MIKE HOWE, Senior Planner
DAVE CORNOYER, Planner II
LORENZO MASTINO, Planner I
JORGE MORTEO, Sr. GIS Analyst
MARK HOUSE, GIS Analyst II
PETER JACKSON, Sr. Engineering Associate
VICTOR BOLANOS, Sr. Engineering Associate
CONNIE DISO, Project Engineer
PATRICK SINNOTT, Business Development Manager

CONSULTANT TEAM

DESIGN WORKSHOP, INC.
Planning and Urban Design
South Lake Tahoe, CA

STAKEHOLDERS

Maurica Baca
Alan O'Neill
Manuela Johnson
Eric Benavides
Patrick Watson
Michelle Lieber
Steven Ross
Christine Kramer
John Burpee
Richard Serfas
Johanna Murphy





CONTENTS

INTRODUCTION	1-3
EXISTING CONDITIONS	5-11
PLANNING CONCEPT	13-37
NEXT STEPS	39-41
APPENDIX	01-011





INTRODUCTION

INTRODUCTION

ABOUT THE PROJECT

This plan will provide a conceptual plan document for an undeveloped parcel adjacent to the Upper Las Vegas Wash in Northwestern Las Vegas. The site is shaped by the water flows into the Las Vegas Wash and defined by views to the adjacent mountain ranges and cultural resources. The planning effort outlined in this document explores opportunities for development that will harmoniously incorporate residential, commercial and civic uses while preserving the landscape of the site. The plan is a high level concept to provide for a thriving mixed use village and identify land use that will guide the City to a great project.

PURPOSE AND NEED

Northwest Las Vegas is seeing growth in manufacturing and private sector industry. The City recently annexed 1,800 acres north of the Las Vegas Paiute Indian Reservation and 2,200 acres west of CC 215. Job growth has created a demand for housing in the area that is growing at a stable rate. Northwestern Las Vegas is an ideal location for regional growth due to the scenic natural setting, availability of developable land, and connectivity to transportation and trails.

The project site is currently open space adjacent to the Tule Springs Fossil Beds National Monument, Las Vegas Wash and Paiute Tribal Lands with an existing general plan designation of traditional neighborhood development. Due to the special setting of the site, the City identified a need to approach future development beyond the typical patterns of fringe communities in the West. This document proposes a vision for future development patterns which embraces the adjacent natural edge and will set a precedent for regional planning in Northwestern Las Vegas.



Context Map



PROJECT VISION

DILEMMA

How will future development in this area create a community in a landscape that is both culturally special and environmentally sensitive? The site is at the City's northern edge, a 20 minute drive from the heart of Las Vegas. Previous planning suggests a highly dense plan more appropriate for a central urban area. How can this planning process balance the needs of creating a walkable, mixed use community while protecting the cultural and environmental resources of The Las Vegas Wash, The Paiute Tribe and Tule Springs Fossil Beds National Monument?

THESIS

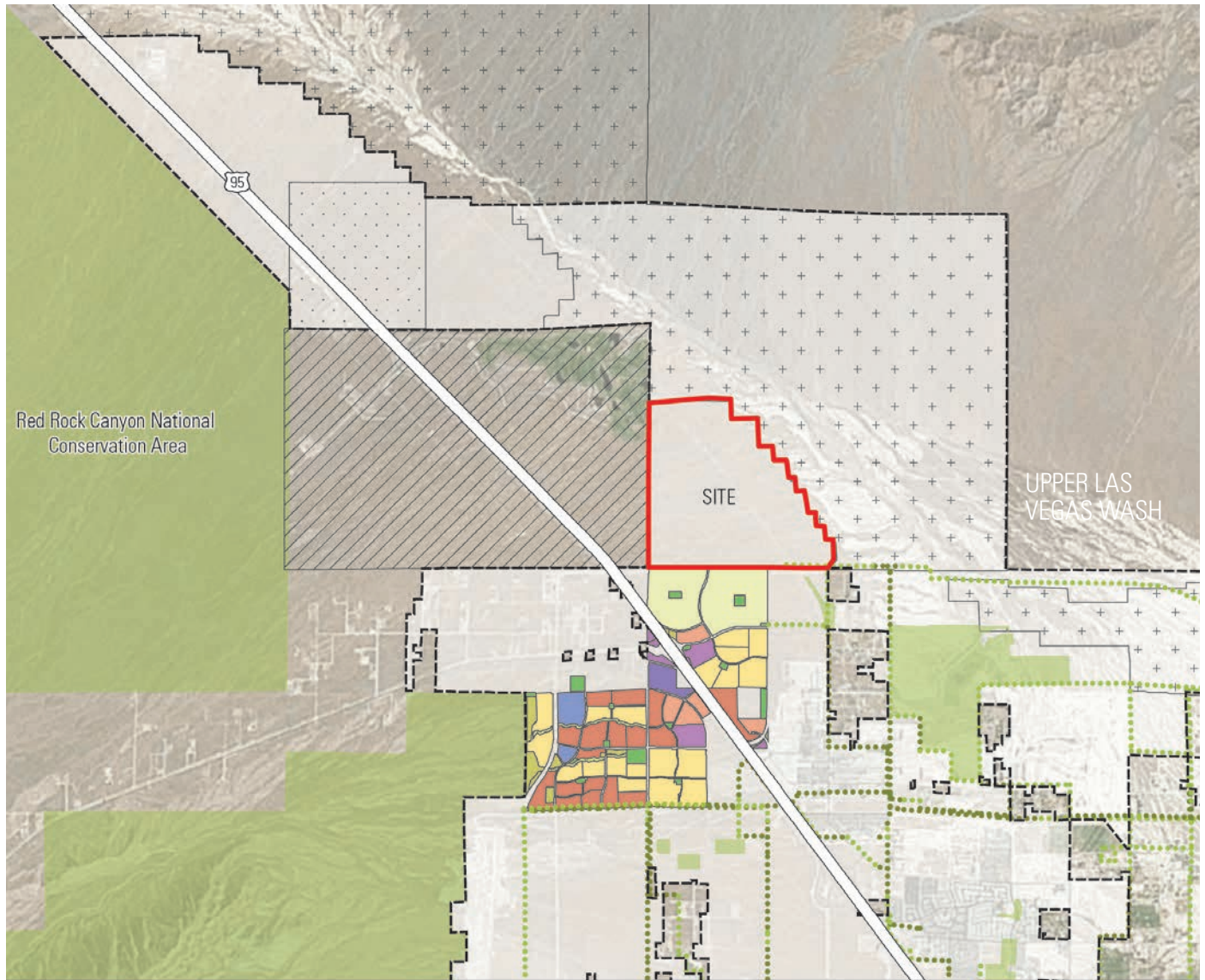
The existing setting will inform the design. The site is characterized by stunning views to the mountains over the Las Vegas Wash and drainage corridors with native landscape, valleys and channels crafted by water flows. The edge of the Wash should be a public amenity to all, connected to development by large open space trail corridors to respect and restore the Las Vegas Wash. Between these corridors are villages of denser, mixed use and walkable development. Development will be organized through a transect; with more dense development along the southern and eastern property lines where there is proposed future development and transitioning to lower density along eastern and northern property lines that border The Las Vegas Wash and Tule Springs Fossil Beds National Monument.

PROJECT OBJECTIVES

The following objectives will help to guide the planning process;

- Develop planning recommendations for the highest and best uses of the site.
- Develop planning recommendations that fit into the broader context of Northwestern Las Vegas.
- Develop planning recommendations that highlights the natural setting through thoughtful planning.
- Develop planning recommendations that support a vibrant, mixed use community to live, work and play.
- Develop a master plan that accommodates a logical phasing for development to occur.

REGIONAL CONTEXT MAP



LEGEND

- | | | | |
|--|--|-------------------------------|-----------------------------------|
| Site boundary | TRANSPORTATION/RECREATION | SKY CANYON LANDUSE | Residential "Low" |
| The City of Las Vegas | Highways | Flood control public facility | Residential "Medium-Low Attached" |
| Tule Springs Fossil Beds National Monument | Trails (approved/under construction) | Arroyo | Residential "Medium-Low" |
| Las Vegas Paiute Property | Trails (existing) | Open space | Residential "Adult-Active" |
| Job Creation Zone | Tule Springs Fossil Beds National Monument | Park and Trail | General Commercial |
| | Parks & Open Space | School | Gaming |

Regional Context Map





EXISTING CONDITIONS

EXISTING CONDITIONS

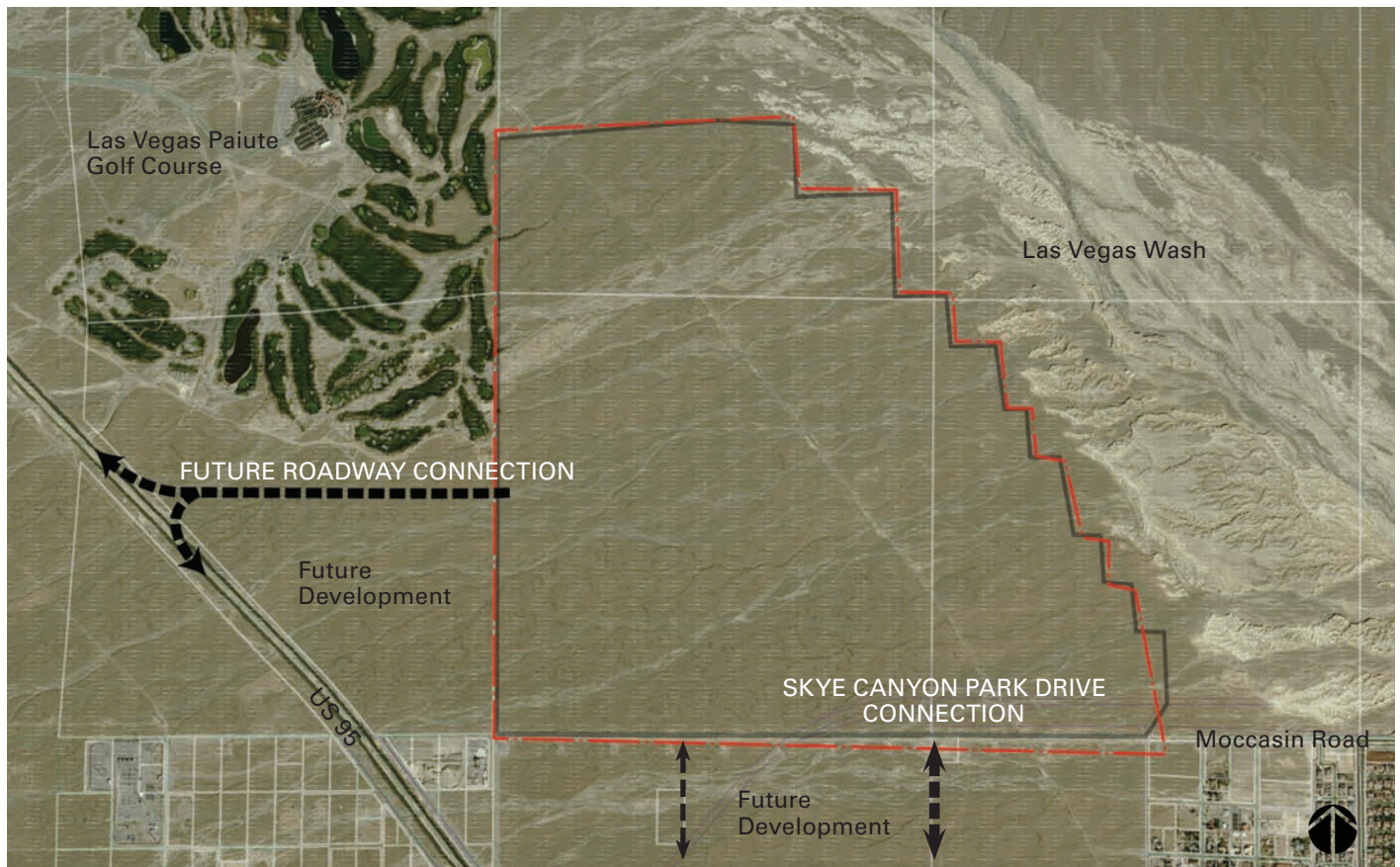
REGIONAL CONTEXT

GROWTH OF NORTHWEST LAS VEGAS

The City of Las Vegas is the largest metropolitan area in the state and is a center for international commerce, urban development and entertainment. It is visited by millions of tourists each year producing a gross metropolitan product of more than \$100 billion. Nevada's jobless rate is lower than it has been in eight years. Las Vegas is seeing sustained growth in residential, office, commercial and retail development.

The Las Vegas Valley has seen significant growth in the last 20 years, more than doubling its population from 1990 to more than 2 million. The City continues sustained growth in population at about 2% per year. These trends, in addition to national trends of people migrating towards cities, suggest a need for continued growth for housing and business in the City.

The project site carries a General Plan Land Use Designation of Traditional Neighborhood Development, with potential land uses to include employment centers and an industrial park. The Las Vegas Paiute Tribe owns the property to the west and is planning to develop this area with access to US-95 that will extend into the property. Current planning for the project site to the south, Skye Canyon, includes an active adult community, traditional residential and commercial. Roadway locations need to be coordinated for access to US-95. Three future school sites are included in the northwest valley including a high school. A future substation or school could be located to the southeast of the project site.



Project Site



SITE IMAGERY



SITE DESCRIPTION

The site is located adjacent to the Paiute Golf Course, Tule Springs Fossil Beds National Monument and The Upper Las Vegas Wash.

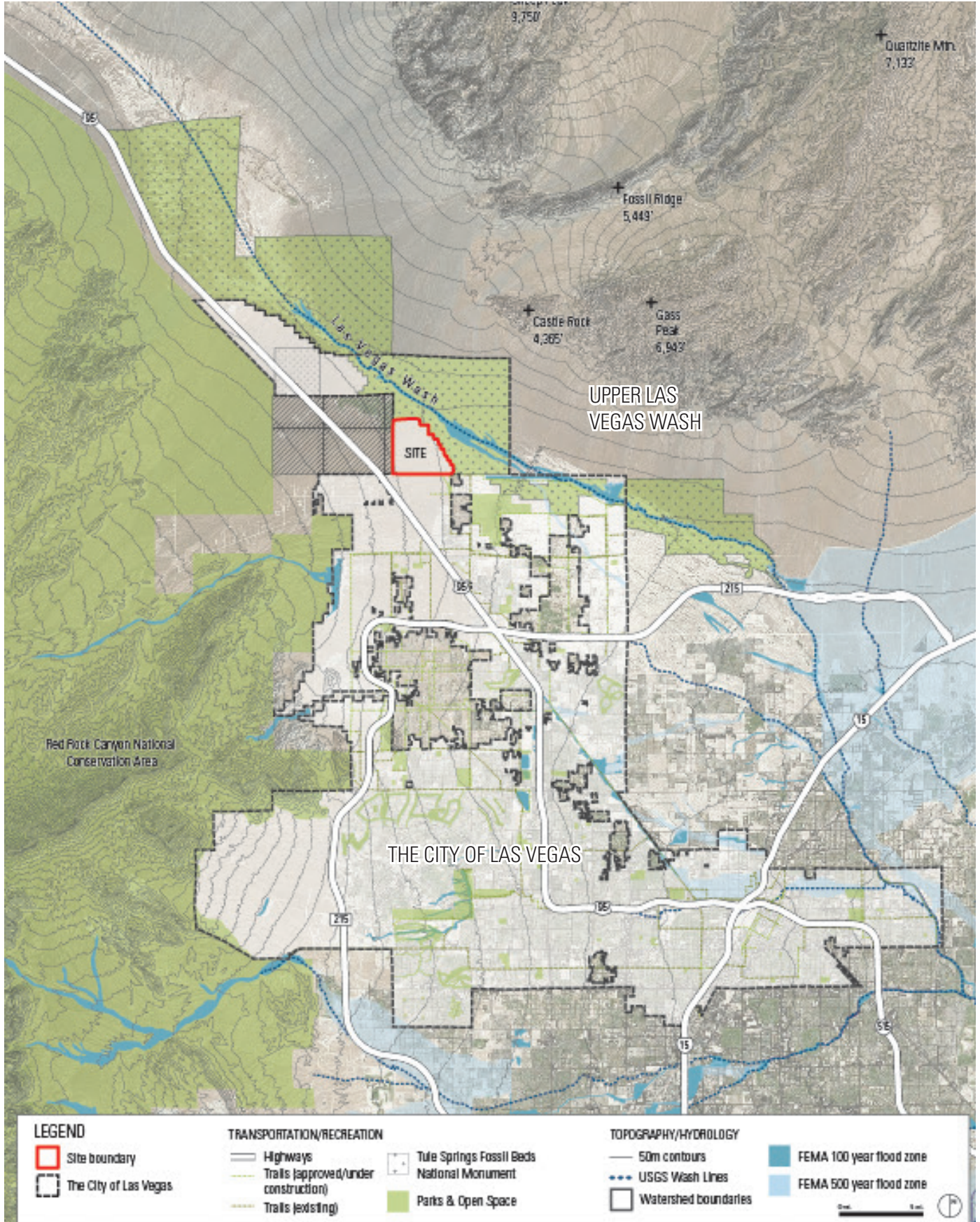
The site is characterized by native desert scrub including creosote, Joshua trees, sagebrush, native desert flora and grasses.

The drainage patterns from the surrounding areas have sculpted the landscape into channels that drain towards the Wash.

Overhead power lines run along the southern edge of the site along Moccasin Road and through the center of the site along the former Tonopah Railway bed.

ATV (all terrain vehicles) tracks can be found throughout the site.

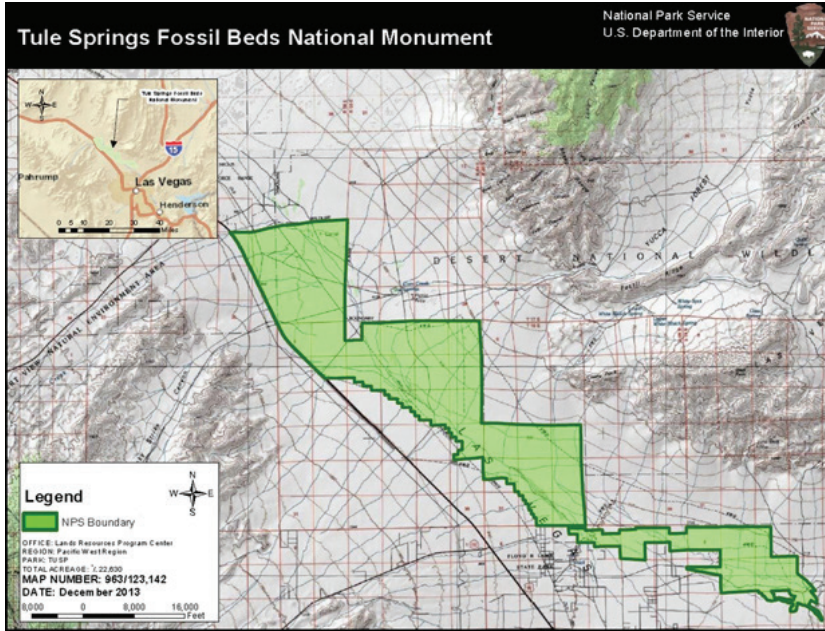
NATURAL FEATURES MAP



Regional Natural Features



REGIONAL INFLUENCES



REGIONAL INFLUENCES

TULE SPRINGS FOSSIL BEDS NATIONAL MONUMENT

Tule Springs Fossil Beds was listed on the National Register of Historic Places in April, 1979 for its importance in understanding paleoenvironments and advances in archeological methods. In 1933, quarry workers discovered a mammoth which led to decades of research for evidence of early humans and ice age animals that has yielded an abundance of large animal fossils such as mammoths, camels, bison, ground sloth and the giant north american lion. Tule Springs Fossil Beds was dedicated as a National Monument in 2014 and stretches 43 miles along the northern edge of the valley. The national monument designation protects the paleontological resources. The land has historically been administered by the BLM, but national designation has shifted the land to the National Parks Service. The Protector of Tule Springs is an engaged citizen advocacy group that manages efforts to care and protect the area.



THE LAS VEGAS WASH AND WATER QUALITY

The Las Vegas Wash is the primary channel through which the excess water in the valley returns to Lake Mead. The water flowing through the Wash consists of urban runoff, shallow groundwater, stormwater and releases from the valley's three water reclamation facilities. Decades ago, the flows of the Wash created more than 2,000 acres of wetlands, but by the 1990s, only about 200 acres of wetlands remained. The dramatic loss of vegetation reduced both the Wash's ability to support wildlife and serve as a natural water filter. The Las Vegas Wash Coordination Committee and its member agencies have taken significant strides toward improving the Las Vegas Wash. Early efforts focused on reducing the channelization of the Wash, reducing erosion and increasing the number of wetlands.



REGIONAL INFLUENCES

FLOYD LAMB PARK AT TULE SPRINGS

Floyd Lamb Park is a 2040-acre park northwest of Las Vegas set into the natural desert with areas of grassy tree covered lawns surrounding four small lakes, picnic areas and scenic paths. Native desert wildlife and vegetation can be found throughout the park as well as geese, ducks, chickens, horses and peacocks. The park contains the historic Tule Springs Ranch and the Nevada Division of Forestry Nursery.

DESERT NATIONAL WILDLIFE REFUGE (DNWR)

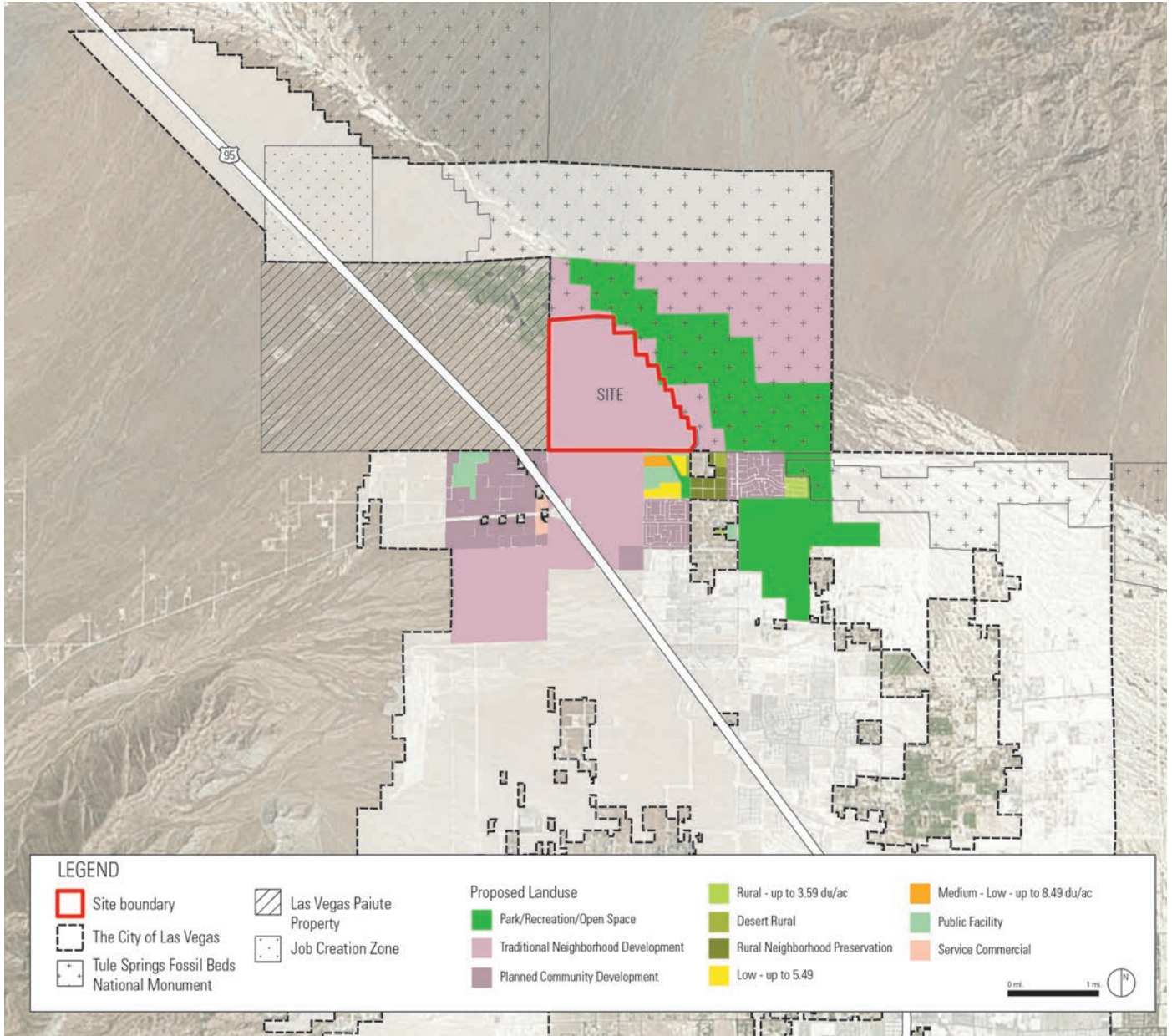
The Desert National Wildlife Refuge is managed by the Department of Fish and Wildlife and is the largest refuge in the continental US, containing over 1.2 million acres. It is home to bighorn sheep, mountain lions and a range of desert plants. In the 1940's the military was granted joint administration of the western half of the refuge.

LAS VEGAS PAIUTE TRIBE

The ancestors of the Paiute occupied the territory encompassing most of southeastern Nevada, parts of California and Utah. The Paiutes developed a culture suited to the arid desert lands. In 1826 as trappers and traders moved westward the US government assumed control of the area. In 1911, the Las Vegas Paiute Colony was deeded 10 acres of ranchland. In 1983 an additional 4,000 acres were deeded to the colony that would be the site of economic development for the tribe northwest of Las Vegas.

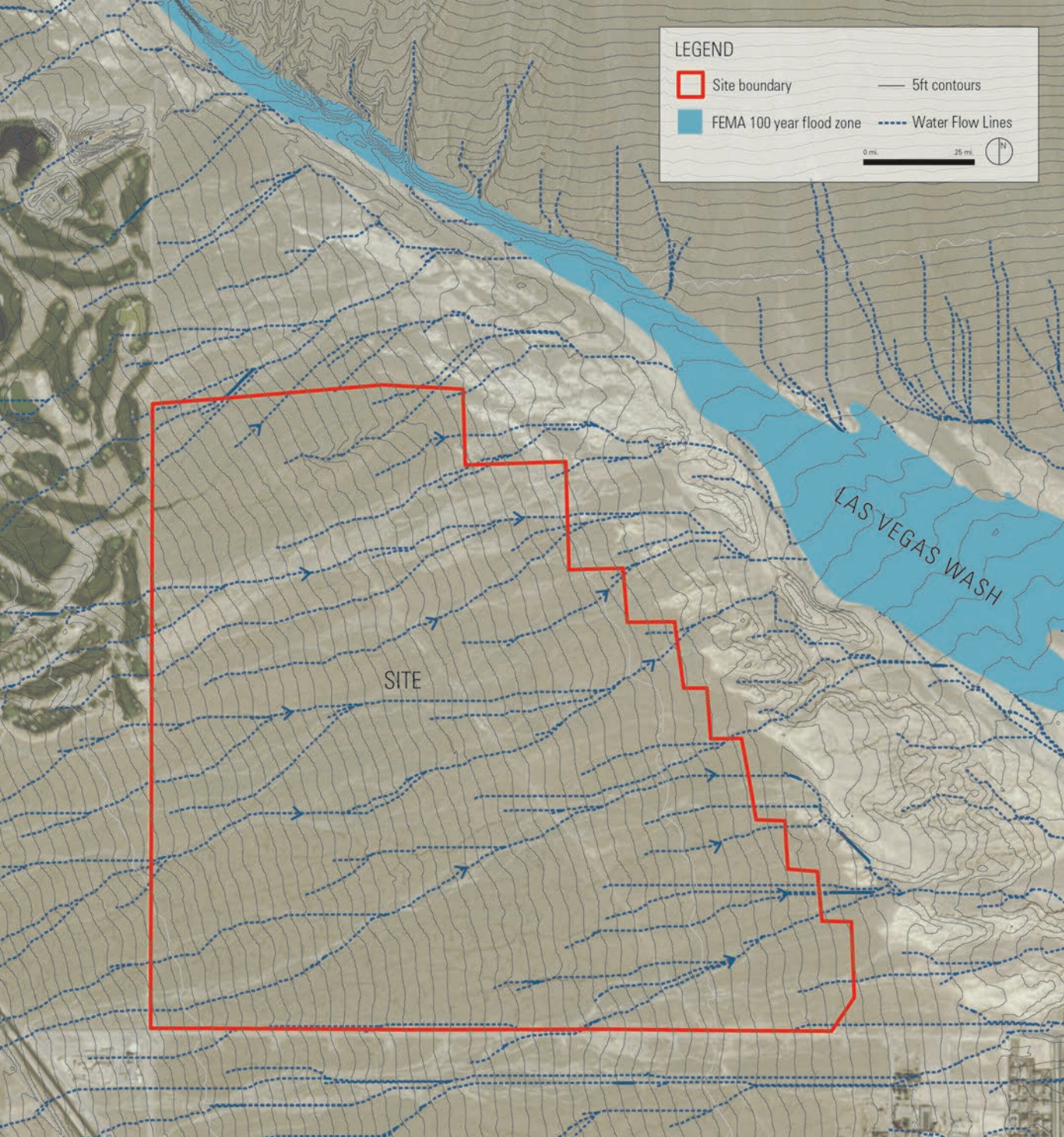


LAND USE



Land Use

SITE TOPOGRAPHY



Site Topography and Drainage Patterns





PLANNING CONCEPT

PLANNING PROCESS



PLANNING PROCESS

This project was organized into five phases, beginning with a project kick off phase where the existing site was explored through inventory and analysis, information gathering from stakeholders and a review of existing documents (Refer to Appendix A). Based on this information, three concepts were developed that were reviewed and commented on from stakeholders (Refer to Appendix B). From these comments a final concept was developed in future detail and shared with the stakeholders for feedback.

PUBLIC PROCESS

The plan will affect a diverse group of government, institutional, private and citizen-based stakeholders. The process engaged members from the Las Vegas Paiute Tribe, Bureau of Land Management (BLM), National Parks Service (NPS), City Government, Protectors of Tule Springs and others as stakeholders in the planning process.

The team met with the stakeholders for a one day worksession that identified strengths and weaknesses of the site, and opportunities and threats of future planning. The team then shared three concepts for land use and circulation on the site. Stakeholders provided comments to the conceptual plans and shared with the group. The comments were incorporated to develop a final plan concept that is further explored in the following pages. A detailed explanation of the concept plans and stakeholder comments can be found in Appendix B.



VISION AND GOALS



The Las Vegas Wash
https://www.lvwash.org/html/important_index.html



Example of Sustainable Desert Architecture
<http://inhabitat.com/tag/desert-architecture/>



Natural Arroyo - Wash
http://www.trekearth.com/gallery/North_America/United_States/West/photo1050477.htm



Colorful Native Desert Landscape
<https://www.discoverdesign.org/projects/tbostic/urban-farming-pocket-park>

GOALS AND OBJECTIVES

SUSTAINABILITY

SENSITIVITY TO HABITATS; TULE SPRINGS AND THE WASH:

The project site is set into a contextually unique location that should be protected or restored as an amenity to the future community. The Las Vegas Wash is an important part of the City of Las Vegas water supply, transporting the valley's excess water and drainage to Lake Mead. Traditionally, The Wash is home to many species of birds, animals and plants that should be protected or rehabilitated with future development in this area. Adjacent to the site is Tule Springs Fossil Beds National monument, exposing layers of archeological history that should be protected. Future collaboration with the NPS could identify trail connections or trailheads to the monument that could link to trails within the community. The proposed future planning allocates over 30% to open space for trails, recreation, drainage and buffering to minimize impacts to sensitive lands and create connections to special places. Between swaths of open spaces area pockets of denser development.

ARCHITECTURAL DESIGN:

The Architectural design should be appropriate for the desert climate by being energy efficient and respectful of the sense of place. Homes should be oriented with the long axis east-west. Shade should be encouraged, including roofs with highly reflective materials, wide overhangs and a wide porch to protect windows. Windows should face north or south since east- and west-facing windows contribute overheating. Heat loss/gain can be reduced with high albedo materials and high R-value windows, doors, walls and floors. On-site renewable energy including geothermal and solar should be incorporated into design of structures and set into a smart grid or as a self-sustaining eco-district. Thermal massing or the appearance through thick walls is encouraged.

WATER MANAGEMENT:

The wetlands along the Wash serve to clean and filter water from urban runoff, groundwater and storm water. As development increases in the north valley, water quality and management will be critical to the livelihood of the Wash ecosystem. Every effort should be made in planning to accommodate water through best management practices, including minimizing runoff though increased groundwater infiltration and directing runoff towards the Wash, slowing the speed of water through vegetated swales rather than directing towards pipes. Landscape should mimic that of the natural setting, using native or adapted plant materials and reduce the demand for high levels of irrigation. The edge of the wash fronting future development should be dedicated to trails and open space to create a public amenity and buffer. Future planning should focus eyes-on- The Wash, with a roadway along the edge and homes facing toward the open space. Drainage areas should be integrated into the plan and designed to serve as open spaces and public amenities.

VISION AND GOALS

ECONOMIC VIABILITY

WALKABILITY; SIDEWALKS, STREETS AND TRAILS:

A key element to the success of an active and vibrant community is to create multimodal and mixed-use villages within the pockets of development that are defined by the open space. Walking and biking are essential to reducing the ecological impact of development through reduced vehicular miles travelled (VMT) as well as increasing public health and the sense of community. Streets should include sidewalks and bikes lanes that are safe, convenient and efficient. Walks and trails should provide connections to retail centers with shops and entertainment options as well as access to small pocket parks and open spaces through a connected greenspace network. To make this successful, retail centers should be within walking distance from homes, with more densely spaced homes and multi-family located closer to the center and less dense residential along the open space corridors. The central and southern village will have a retail component to provide local amenities that minimizes the need to get in the car and drive to a store. Key to the success of walkable communities includes orienting buildings toward the street, including architecture with front porches and recessed garages, retail uses along the street to support public activity, locating parking behind buildings or in garages at village centers and designing complete streets with continuous, clear and comfortable pedestrian access. An extensive open space trail network should pick up where the street stops to provide access to parks and drainage corridor amenities and the Las Vegas Wash open space. The trail system will encourage bicycle mobility for trips outside a ¼ mile walk.

JOB CREATION:

Creating jobs within the community is essential to reducing VMT, increasing walkability and a vibrant and sustainable community. The western portion of the site is planned as a job center business district. Essential to the success of a future business district/ job creation center north of the central core of the City is an understanding of market trends and supply to find the right balance of business, supply of an educated workforce, availability space without an over-supply and affordable rents. Development will need to understand competing businesses districts along the US-95 corridor, the range of goods and services provided and the potential market/trade area for business. Planning of the business district should encourage integrating mixed use and residential development, minimizing super blocks of offices and encouraging connectivity of employees to a variety of uses and services such as restaurants and retail through street connectivity, trails and open space and increased public spaces. Transportation options should be considered to connect locally within the community as well as regionally to bring potential employees from outside the community.



Example of a Walkable Main Street
<https://www.planetizen.com/node/63248>



Example of Trails through Greenspace



Example of a Mixed Use District
Ten Principles for Reinventing America's Suburban Business Districts



Example of Office connected to uses and services
Ten Principles for Reinventing America's Suburban Business Districts



ILLUSTRATIVE PLAN

ILLUSTRATIVE PLAN

The vision of the future planning for the project area is based on creating three villages separated by large drainage and open space corridors based on the existing water flows on site. Development transitions in density from east to west and north to south across the site with the highest density uses on the south and western edges in proximity to planned future development and the least dense areas to the east and north adjacent to natural open spaces.

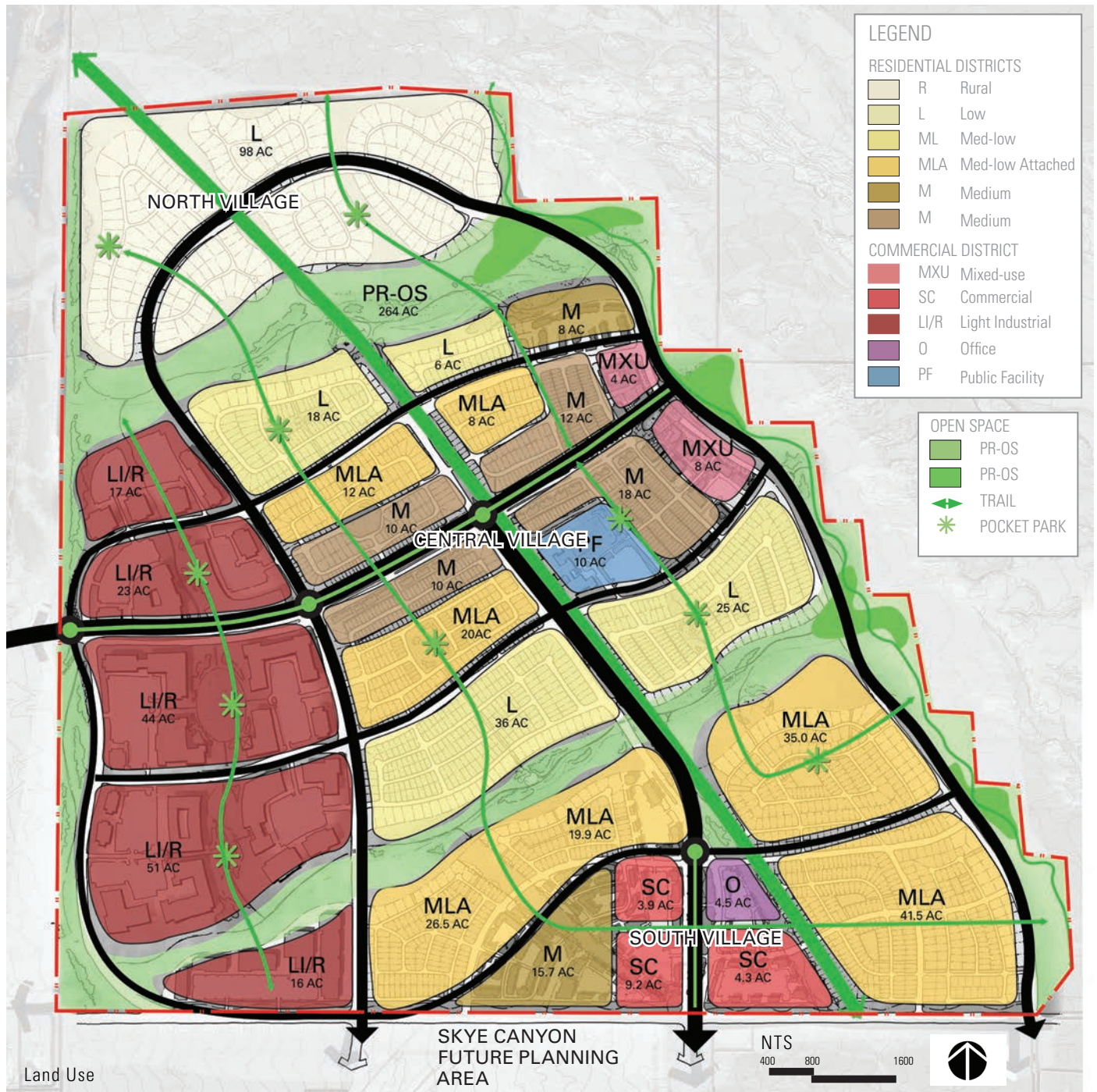


LAND USE PLAN

LAND USE

Development is organized into three villages. The north village includes large equestrian estate lots adjacent to The Las Vegas Paiute Golf Resort and natural open spaces. The central and south villages incorporate a mix of residential types and densities centered around a retail center with business park uses to the west providing jobs for residents.

The south and central villages will each have a retail component and business district. The village adjacent to Moccasin Road will focus on a larger community commercial retail and the central village will focus on neighborhood commercial retail and office. The village to the north will consist mainly of large lot residential and will not have a commercial or employment base.



Land Use



URBAN DESIGN



Green Space between buildings



Business District with connective open space



Commercial Center walkable streetscape



Walkable and bikeable neighborhood streets

URBAN DESIGN

The design of the community should not follow the typical suburban model, but look to think beyond to develop a community where buildings, streets and open space work together to create a walkable, livable and vibrant place to live. Design should follow that of a 20-minute neighborhood, where a variety of housing types are within a 15-20 minute walk or bike ride to services such as stores, restaurants, grocery, doctors, parks, community centers, day cares, libraries and public transit.

BUSINESS PARK:

Future business park planning should encourage buildings that interact with one another and to the street. The spaces between buildings should prioritize green space rather than parking. Planning should encourage regional transit connections and parking should be centralized in garages or utilize shared parking scenarios. The following are strategies to create successful business districts:

- Buildings should be designed with a sense of scale to the streetscape and pedestrian spaces. Larger buildings should be broken up to minimize mass. Building materials should relate to scale and texture appropriate to the Las Vegas climate.
- Entrances and street level floors should be distinct should be visible from the street and pedestrian friendly.
- Public space should be integrated to the building to allow rest space and outdoor access for employees. Spaces should be connected through a network of sidewalks and paths within the district and community wide.
- The entire district should look at systems at different scales to identify opportunities to optimize energy, water and water at the building scale. Alternative energies such as solar, green walls, geothermal, low impact development infrastructure concepts should be looked at on a district-wide basis, not at the individual building level.

COMMERCIAL:

Commercial areas should provide a mix of uses and buildings should relate to one another with a walkable streetscape. A range of commercial uses should be provided from a grocery store, restaurants and shops, small office and local amenities such as yoga, laundry, day care and other neighborhood uses. The following are strategies to create successful commercial districts:

- Public spaces should be places for people including streets and plazas. Spaces should be connected to easily navigate.
- Buildings should interface with the public realm, not oriented to allow for the maximum number of proximity of parking. Parking should be encouraged at the back of buildings. Park once strategies should be developed to encourage people to walk from store to store.
- Entrances should face and be visible from the street, with architecture that is human scaled and setback from the

URBAN DESIGN

sidewalk. Windows should be at street level, no blank walls.

- A mix of uses is encouraged along the street to encourage activity, with ground floor retail and second story office or residential.

RESIDENTIAL:

Residential neighborhoods should encourage buildings that front onto the street, front porches and recessed garages to encourage neighbors that meet and engage with one another. The following are strategies to create successful residential neighborhoods:

- Design streets to create a sense of community. Detached sidewalks create sense of safety for the pedestrian. Narrower streets encourage slower traffic, as well as traffic calming devices.
- Homes with doors that face the street and recessed garages encourages neighbors to meet and greet one another.
- Smaller lots, alley loaded lots, townhomes and other residential typologies provide a range of housing alternatives for a diverse community and should be integrated into the urban fabric.
- Architectural styles should be varied along the street, not a single home style replicated and flipped. The master developer could sell a mix of lots within a neighborhood rather than a superpad to provide a diversity of housing styles.
- Design guidelines, an architectural review committee and homeowners association could provide oversight and management to ensure cohesiveness within the villages.



Business Building Sustainable Architecture Example



Commercial Center Mixed Use Architecture Example

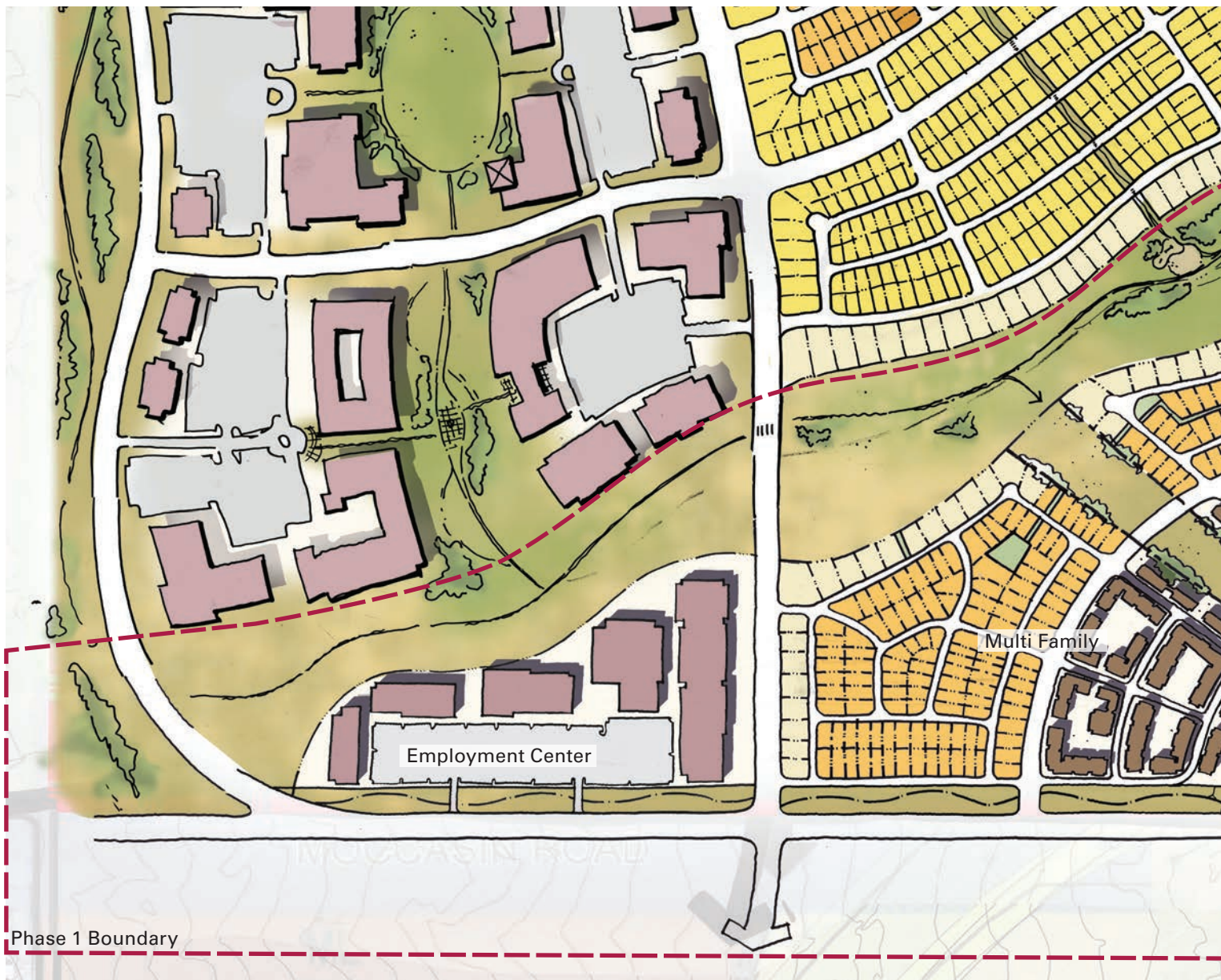


Residential Sustainable Architecture Example

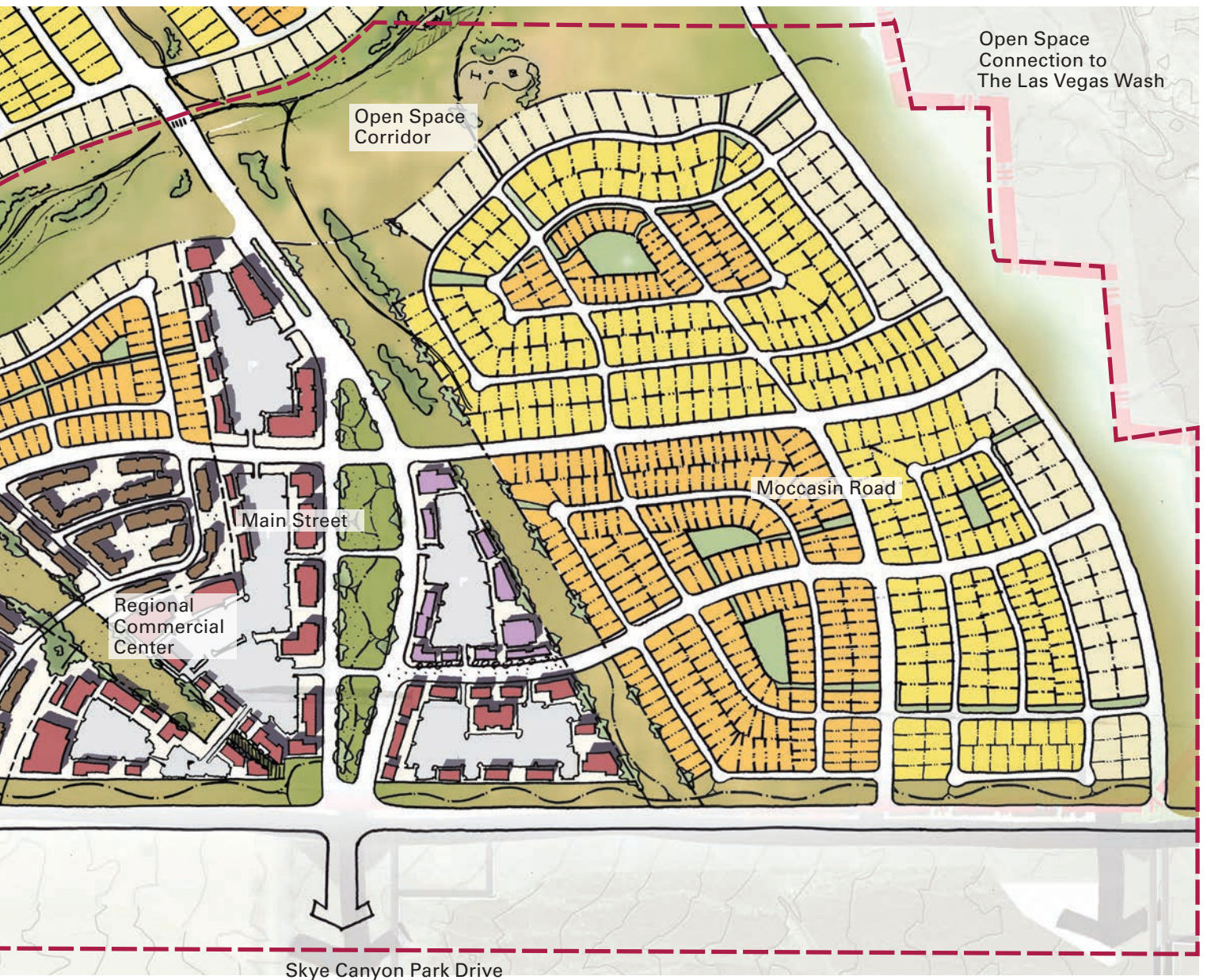


PHASE 1 - SOUTH VILLAGE ENLARGEMENT

Based on market trends the first phase of development for the site would be the South Village. Future development at Skye Canyon would provide access from the existing road along Skye Canyon Park Drive. The following illustrative enlargement tests the land use principles outlined by the vision and goals.



PHASE 1- SOUTH VILLAGE FUTURE PLANNING EXHIBIT



CHARACTER IMAGERY



Regional Commercial



Pedestrian Oriented Design



Active Street Frontages



Regional Commercial Center



Regional Center



Business Center



Office

CHARACTER IMAGERY



Row Townhomes along Boulevard



Town Center



Linear Trail Connections



Central Boulevard



Spaces to Gather



Greenway Connections to Retail



CIRCULATION

CIRCULATION

Spanning between the villages at the center of the site, the primary arterial parkway will access the site from a future road to the west and Skye Canyon Park Drive to the south, converging at the center of the site with a central roundabout. This parkway will be characterized by a central median and large ROW with divided walks and trails.

A secondary collector loop will access the business district. This road accesses the future business park and will have a higher roadway capacity for business related transit such as deliveries and public transit lines.

The local collector road will connect neighborhoods and internal local streets to the primary arteria and will run adjacent to The Wash. This road will prioritize complete streets, with separated bike lanes, wide sidewalks separated from the street with a landscape buffer and traffic calming elements such as bump outs and high visibility crosswalks.

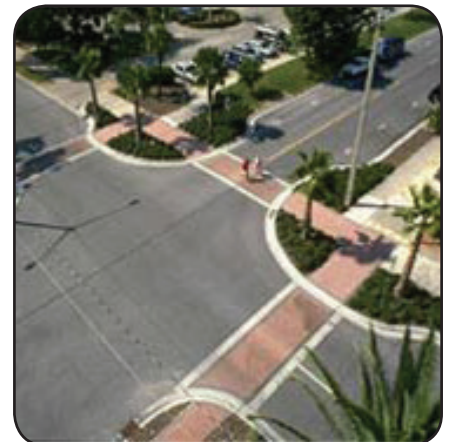
Future planning should identify a traffic consultant to preform a traffic analysis to determine roadway capacity, intersection levels of service (LOS) and potential vehicular miles travelled (VMT) based on potential future retail and business elements.



Town Center



Bike Lane



Bulb outs/Bump outs



Parkway



Parkway

CIRCULATION

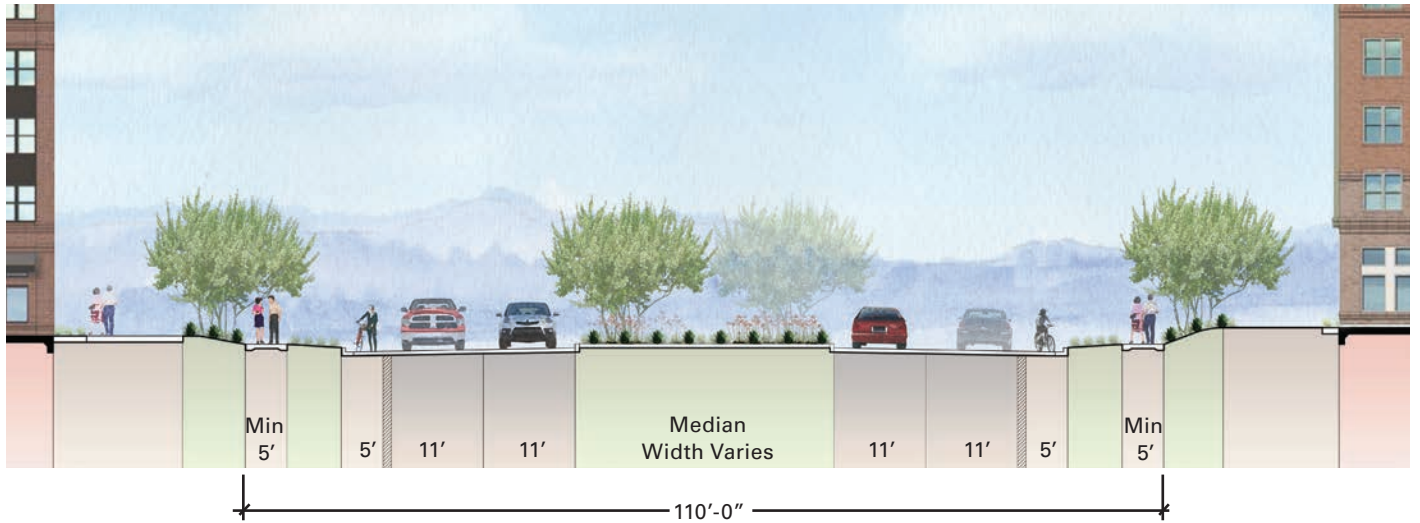


NTS

400 800 1600

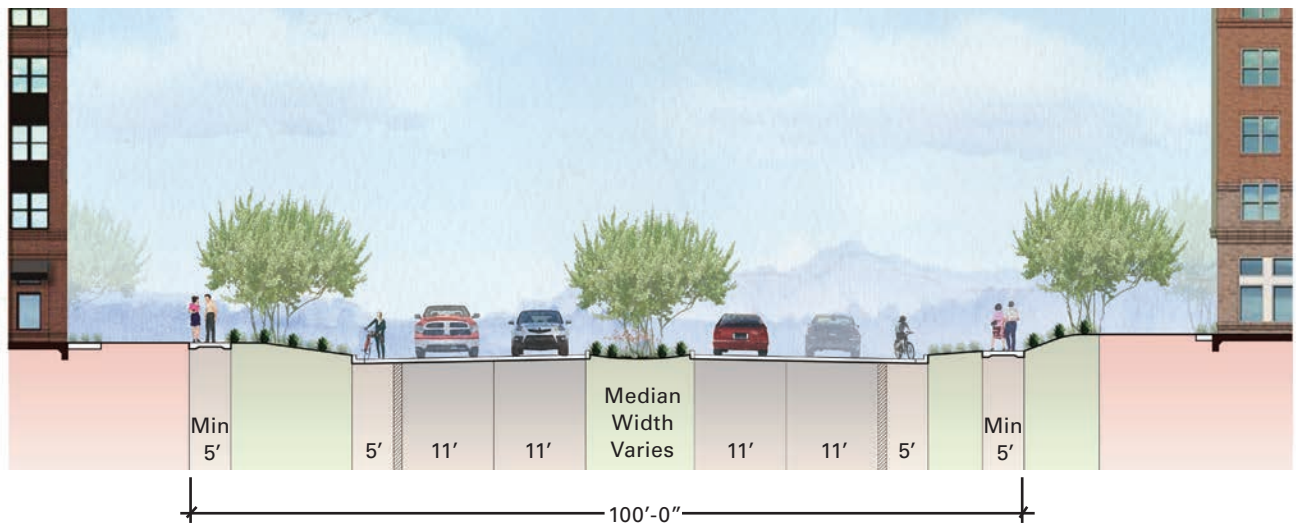


CIRCULATION



COMMERCIAL PARKWAY

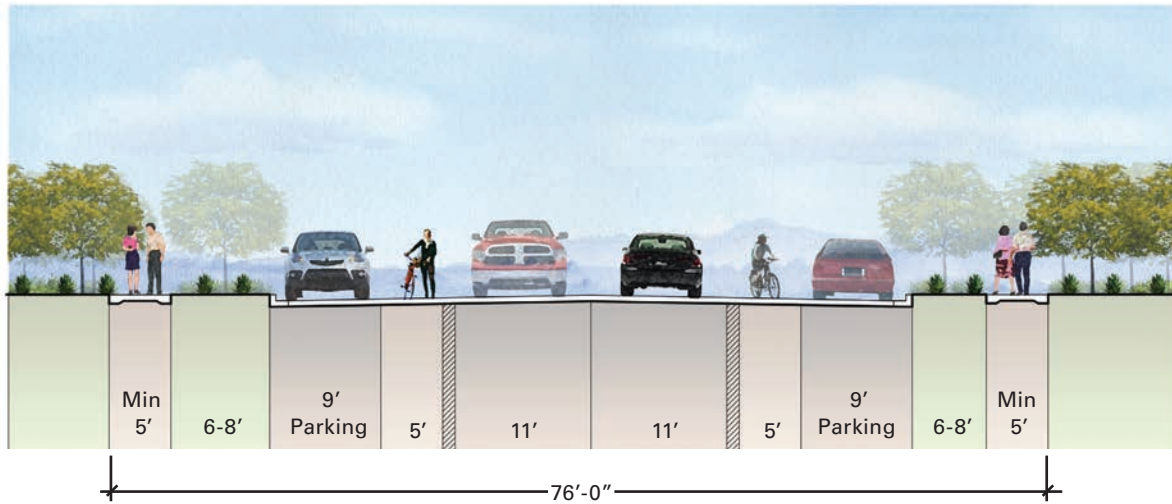
- 110' ROW
- 4 Lanes- divided with central median
- 5' On Street Bike Lane
- Detached meandering trail, berming and grading, native landscape
- Homes will not face onto the roadway, provide buffer to rear of homes
- No on street parking



COMMERCIAL COLLECTOR

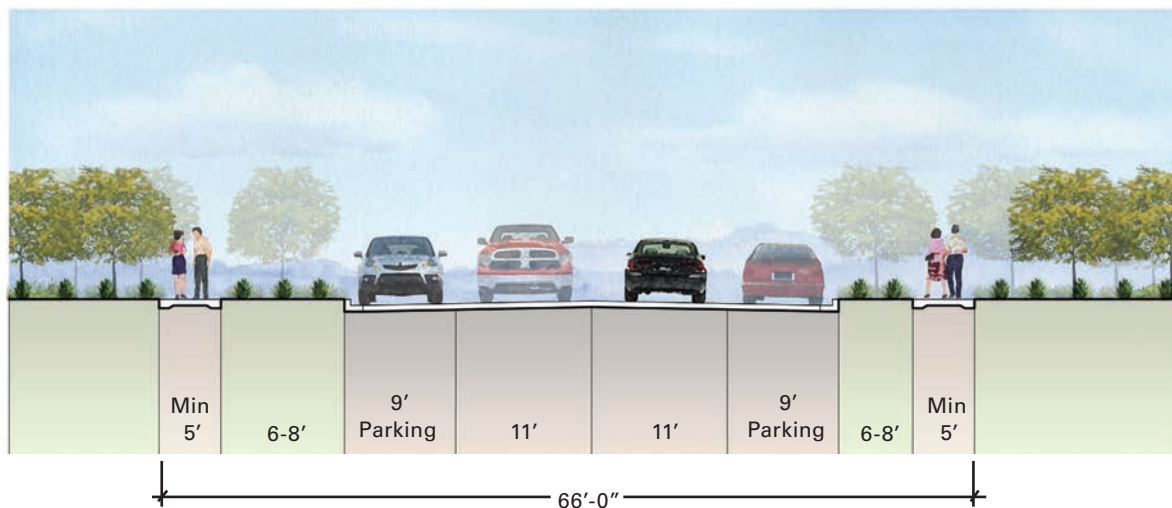
- 100' ROW
- 4 Lanes with one central left turn lane
- 5' On Street Bike Lane
- Detached meandering trail, berming and grading, native landscape
- Homes will not face onto the roadway, commercial buildings are encouraged to face the roadway
- No on street parking

CIRCULATION



LOCAL COLLECTOR STREET

- 76' ROW
- 2 Lanes
- 5' Protected Bike Lane
- Detached sidewalk with 6-8' landscape planting buffer
- Homes facing the roadway is encouraged
- On street parking permitted
- Traffic calming element such as bump outs are required



INTERNAL LOCAL STREET

- 66' ROW
- 2 Lanes
- Sharrow Bike Lane
- Detached sidewalk with planting buffer
- Homes facing the roadway is encouraged
- On street parking permitted



CIRCULATION



TRAILS, WALKS AND BIKE LANES

Streets are vital to livable, attractive communities and should be designed to provide safe and easy access for everyone; vehicles, bikes and pedestrians of all ages and mobility. To promote walkability, future planning should incorporate multimodal design strategies for complete streets. The following are strategies to create successful multimodal streets and trails:

- Traffic Calming- A well designed street balances the need for vehicular flow with businesses, pedestrians and bicyclists. Traffic calming features will improve driver awareness to the roadside environment, improve business visibility/access and improve safety for all modes of travel.
 - » Street and Pavement Narrowing- There is a relationship between street width and driving speeds. Types of street narrowing include; Chicanes, Pinch Points, and Bulb outs.
 - » Bulb outs/Curb extensions- Narrow the overall width of roadway and provide a visual marker to vehicles to slow down.
 - » Corner Enhancements- Enhancements at corners increase the visibility of pedestrians as well as lessening the distance to cross a roadway. Tighter turning radii correlates to slower turning movement.
- Intersection- Intersections should be compact and well-timed. Intersections are shared spaces. Clear views should be maintained. Corner radii should be narrow, with an ideal radius of 15' in urban settings, however, delivery and fire access for large truck movements should also be considered.
- Crosswalks- Crosswalks should be at all crossings of arterial and collector roads to promote pedestrian connectivity. All four sides of each intersection should incorporate crosswalks with high-visibility, reflective materials and should be at grade with ADA compliant ramps.
- Signage and Signals- Signal timing should be appropriate and visible. Signage creates legibility and understanding of the pedestrian, bike and vehicular space. Pedestrian Signal timing should create a legible crossing environment and should include countdowns. In addition, vehicular signal timing can have a significant impact on both vehicular and pedestrian experience.
- Bike Trails, Protected Bike Lanes, Bike Lanes and Sharrows- Bikes should be provided a safe space that is visible to vehicles and pedestrians to minimize conflicts in the roadway. Higher traffic roads should provide a trail or protected bike lane. Collector roads should have a on-street dedicated bike lane and local streets should be noted with markings for sharrows. Intersections at arterials and collectors should have green painted bike boxes and other methods to increase bike visibility.
- Sidewalks- Sidewalks should be detached to buffer pedestrians from vehicular traffic. Intersections should be designed to increase pedestrian visibility and safety.

CIRCULATION

LOW IMPACT DEVELOPMENT

Low impact development is a set of strategies used to manage stormwater runoff by emphasizing conservation and natural features to protect water quality. The following are strategies to create successful water management:

- **Permeable Paving** – An alternative to standard paving that reduces stormwater runoff by increasing infiltration into the ground. Water is temporarily stored in a rock base before being absorbed into the soil or discarded through subdrains.
- **Bio Retention**- Combines stormwater runoff with landscaping area to collect, filter and infiltrate runoff from roofs, streets and sidewalks to reduce pollutants and mirror the infiltration techniques of natural systems. Soil traps pollutants and plants uptake pollutants as water percolates through the system.
- **Bio- Swales**- Swales are narrow depressions that collect and convey stormwater to improve water quality through removal of sediments and reducing runoff volumes. Typically, bio-swales include a subsurface infiltration trench below amended soil.
- **Vegetated Gutters**- Vegetated, or green gutters are typically narrower than 3' wide and capture, slow and filter stormwater along the street edge with little or no water retention.
- **Channels and Runnels**- Concrete or stone lined paths to convey water to that reduce the need for buried storm drains or allow water to reach a desired location for additional treatments.
- **Infiltration and Soakage Trench**- Infiltration trenches are 2-5' deep subsurface facilities with sand or coarse drain rock that allows on-site stormwater detention by collecting and recharging stormwater to the ground.
- **Infiltration Boardwalks**- Segments of the sidewalks can be constructed with boardwalks to provide pedestrian thoroughways over planted drainage rock or amended soils in a trench that allow stormwater to pass beneath the walking surface.



Rain Garden



Bio-swales



Pervious Paving



Flow Through Planters



OPEN SPACE

OPEN SPACE AND TRAILS

Connecting to nature and restoration of habitat along Las Vegas Wash and through large open space corridors is one of the driving organizational elements of the plan. Two main swaths of open space running east to west and dividing the villages will offer drainage arroyos collecting all the stormwater to the Wash as well as a trails system with pocket parks, seating areas, interpretive areas and restored native areas. These corridors will be a unique visual element of the community as well as a recreational amenity to provide multi-use equestrian trails. Within these corridors will be internal hard surface and soft surface trails for biking and hiking, shaded rest areas as an oasis, natural play areas and programmed playgrounds, interpretive areas and other unique elements to bring the community together and connect to the outdoors. From north to south runs the Rail Trail Linear Park adjacent to the Central Parkway and parallels the Las Vegas Wash Linear Park and multi use equestrian trail running adjacent to the eastern open space. These linear parks will provide more formal recreational facilities as well as connection the drainage corridors, neighborhoods and retail centers.

Within the villages, each neighborhood should have small pocket parks which connect with greenway trails to the open space corridors so that there is a network of connected open spaces from each home to the Las Vegas Wash. This system will also connect to the walkable streets and roadways to provide access to other community amenities such as retail centers, schools and office/business space to promote alternative modes of transit.

Future planning should coordinate with BLM and NPS to create trailheads along the Las Vegas Wash and at the north property to Tule Springs National Monument to allow the community to connect to these natural resources directly from the community trails as well as attract regional residents to these public amenities.



Trails



Open Space Park



Open Space Corridor



Section A: Open Space Corridor

OPEN SPACE



OPEN SPACE



OPEN SPACE CORRIDOR AND PARKS

The open space corridors will serve as an amenity to the community as well as provide a location for water quality improvements and habitat restoration. The following are strategies to create successful open spaces:

- Recreation- The open space corridors provide a recreational amenity for the entire community. Within the corridors, trails and active spaces create places for community gathering and interaction. A variety of trails, from asphalt multi use paths to equestrian and informal soft surface hiking paths should be incorporated. Parks, gardens and shaded picnic areas should be designed into the network of trails.
- Interpretive- The unique history of the site and surrounding environment should be extracted and designed into the open spaces. Interpretive nodes along trails could direct to mountain views, tell the story of the Las Vegas Wash and the role of water in the area and exhibit replicas of fossils from Tule Springs as ways to connect to the unique sense of place.
- Habitat Restoration- The existing drainage corridors from water runoff to the Wash have a unique character that will be changed as development realigns existing waterways. The opportunity exists to create wetlands, ponding and other natural features of the Wash along the drainages that restore vegetation and attract birds and animals. Every effort should be made to design these corridors based on natural processes to bring the natural environment into the community and create a connection to nature.



Recreational Opportunities along Trail Corridors



Interpretive Opportunities along Trail Corridors



Habitat Restoration along Trail Corridors

OPEN SPACE

RETAIL CENTER AND PUBLIC SPACES

Retail centers should have high levels of pedestrian activities and yield priority to pedestrians and bicyclists, not the automobile, where sidewalks as plazas are part of the public realm. Public Spaces and a quality street will attract quality retail. The following are strategies to create successful retail public space:

- Plazas- Plazas are a permanent square, market or open space within an urban center for flexible uses ranging from large event gatherings to passive seating.
- Great places contribute to health and happiness of the community. Key to the success of vibrant and active streetscape is the opportunity to incorporate cafe seating and restaurant seating outside the building along the street edge. For restaurant and bars, this requires a barrier between the restaurant zone and public realm. Collaboration between business owners and the City is crucial for proper regulation, permitting and clearances. Consideration should be given to the seating location, orientation and exposure, density of seating and method of separation.
- Flexible Use Spaces- Loosely defined, these spaces can accommodate a variety of intended uses. Flexible use spaces can also occur by activating under-utilized spaces such as along building edges, in alleys and along corners by providing the opportunity for programming including seating, art and other street elements.
- Sculptural Seating/Interactive Art- Art along the streetscape can also be an opportunity to incorporate seating or play along the street by providing visual interest and engagement. Artistic elements will create an identity and character for the area.
- Overhead Lighting- Overhead lighting, located appropriately can provide visual scale, increased safety and ambiance at key locations along the streetscape. Considerations should be given to the impact to the building facade.



Urban Spaces: Parklets



Urban Spaces: Cafe Seating



Human Comfort: Shade



Overhead Lighting, Larimer Square, Denver, CO

OPEN SPACE

Drainage Arroyo Activities



Interpretive Area



Picnic shelter



Trellis shaded area



Smaller space to gather



Bird watching



Inviting wildlife boxes and native vegetation



Interactive sculpture



Sculpture to discover

Trail Corridor Activities



Playing on rocks



Hammock stations



Interactive Natural Elements



Equestrian Trails



Mile markers



Fitness Elements



Active Play Features



Multi Use Trails

OPEN SPACE

PARKS AND RECREATIONAL AMENITIES

The parks and recreational elements are essential to creating a healthy and active community. Parks and open spaces are the places where neighbors meet, gather, play and rest. Amenities should respond to the natural environment, be context sensitive as well as provide formal and informal activities for the residents. The following are suggestions for recreational activities:

- Drainage/Arroyo Corridors- The drainage corridors that divide the villages and run along the Wash to the east should be natural/native in character. A system of trails including multi-use paths and soft surface trails should interweave and connect to the neighborhoods. Amenities along the corridor should provide spaces to rest, observe and learn about the native Las Vegas landscape.
- Trail Corridors- The trail corridors will connect neighborhoods and retail centers to larger open spaces and parks. These should incorporate multi-use equestrian trails which include walking and biking, with designated bike and pedestrian lanes. These corridors will be the connective tissue, linking amenities and destinations to residential areas. Amenities along the trails should include places to rest, explore and smaller pockets of recreational activities.
- Parks- Parks will be central to the neighborhoods, easily accessed from homes and businesses and located along trail corridors. Amenities in parks could range from passive to active and should provide for a multitude of activity, engagement and interaction.

Parks Activities



Outdoor space for concerts and movies



Lawn areas for sports



Play stations



Interactive play



Bike course



Dog parks



Rock Climbing



Informal play



LANDSCAPE

NATIVE PLANTING

DESERT SCRUB HABITAT:

This is the predominant landscape on the existing site and is common in areas of less than 4 inches of rain per year. Plants and animals need to be very resilient. Common planting includes:

- Creosote Bush
- White Bursage
- Desert Sienna
- Desert Globemallow

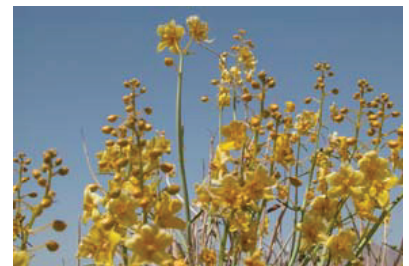
DESERT WASH HABITAT:

The desert landscape is bisected by drainages that provide unique habitats. The runoff provides moisture to sustain a variety of plants. Common planting includes;

- Desert Willow
- Catclaw Acacia
- Mesquite
- Willows
- Saltgrass
- Salt Bush
- Salt Heliotrope



Desert Scrub



Desert Wash



LANDSCAPE



Colorful Desert Perennials



ADAPTIVE PLANTING

Planting in areas with little irrigation or no irrigation (xeric) will be used throughout the community. Common planting includes:

PERENNIAL

- Globe Mallow
- Desert Marigold
- Lantana
- Daminita Daisy
- Mexican Blue Sage
- Silver Ranger

GRASSES

- Deer Grass
- Bear Grass

SHRUBS

- Creosote Bush
- Desert carpet Acacia
- Prostate Indigo Bush
- Brittle Brush
- Baja Fairy Duster
- Texas Ranger Hybrids
- Apache Plume
- Woolly Butterfly Bush
- Cassia

TREES

- Palo Verde
- Acacia
- Texas Olive
- Texas Redbud
- Desert Willow
- Coolibah Eucalyptua
- Arizona Ash
- Pistache
- Honey Mesquite
- Allee Elm
- Chaste Tree

SUCCULENTS

- Yucca hybrids
- Agave hybrids
- Barrel Cactus (Red Barrel)
- Thornless Sotol
- Desert Spoon



NEXT STEPS

RECOMMENDATIONS

Current planning from the Economic and Urban Development department encourages business park and industrial uses within the project area. Based on this study and the planning within this document, a vision has been presented for increasing the value of the land and providing a special community adjacent to the areas cultural and natural resources.

Benefits to approaching this project as non-traditional development include;

- Reduction of infrastructure costs.
- Protection of cultural, natural and paleontological resources.
- A catalyst project that can represent the future of edge development in Las Vegas.

MARKET STUDY

The concepts in this document should be assessed for market feasibility to develop an understanding of how much business park, multi-family, retail and residential growth could be expected in north Las Vegas.

STAKEHOLDERS

As concepts progress stakeholders should continue to be engaged. Specifically the Paiute Tribes, Clark County School District and The Las Vegas Wash Coordination Committee should continue to offer support for the plan area.



PHASING

PHASING

Phasing will be market dependent. Phasing will begin at the current roadway connection to the site at Moccasin Road and Skye Canyon Park Drive and continue to develop to the north. Phase 1 will incorporate all elements of the market including business park, retail, office, multifamily and single family homes to provide a precedent for phase 2. Phase 3 will be developed based on roadway access and market factors for larger lot estate homes.

Portions of this plan are dependent on phasing, market factors and future development including;

Skye Canyon

- Future planning for Skye Canyon will provide a housing base for the proposed retail, office and business park. Roadway connections are also dependent upon final planning and construction. It is assumed that development at Skye Canyon will begin to develop prior to future development of Phase 1 of the proposed project.

Paiute Tribal Lands (West)

- The tribal lands to the west are projected to be developed as regional commercial/regional business park. This development will provide access to the project from the west and access onto US-95. Development of the business park is dependent on future development and roadway access on the adjacent land.

Future School Site

- A potential school site could be developed on the parcel to the southeast of the site. The future development of a school here may eliminate the need for a school site in Phase 2 or reduce the size of school site needed to serve the development.

NEXT STEPS

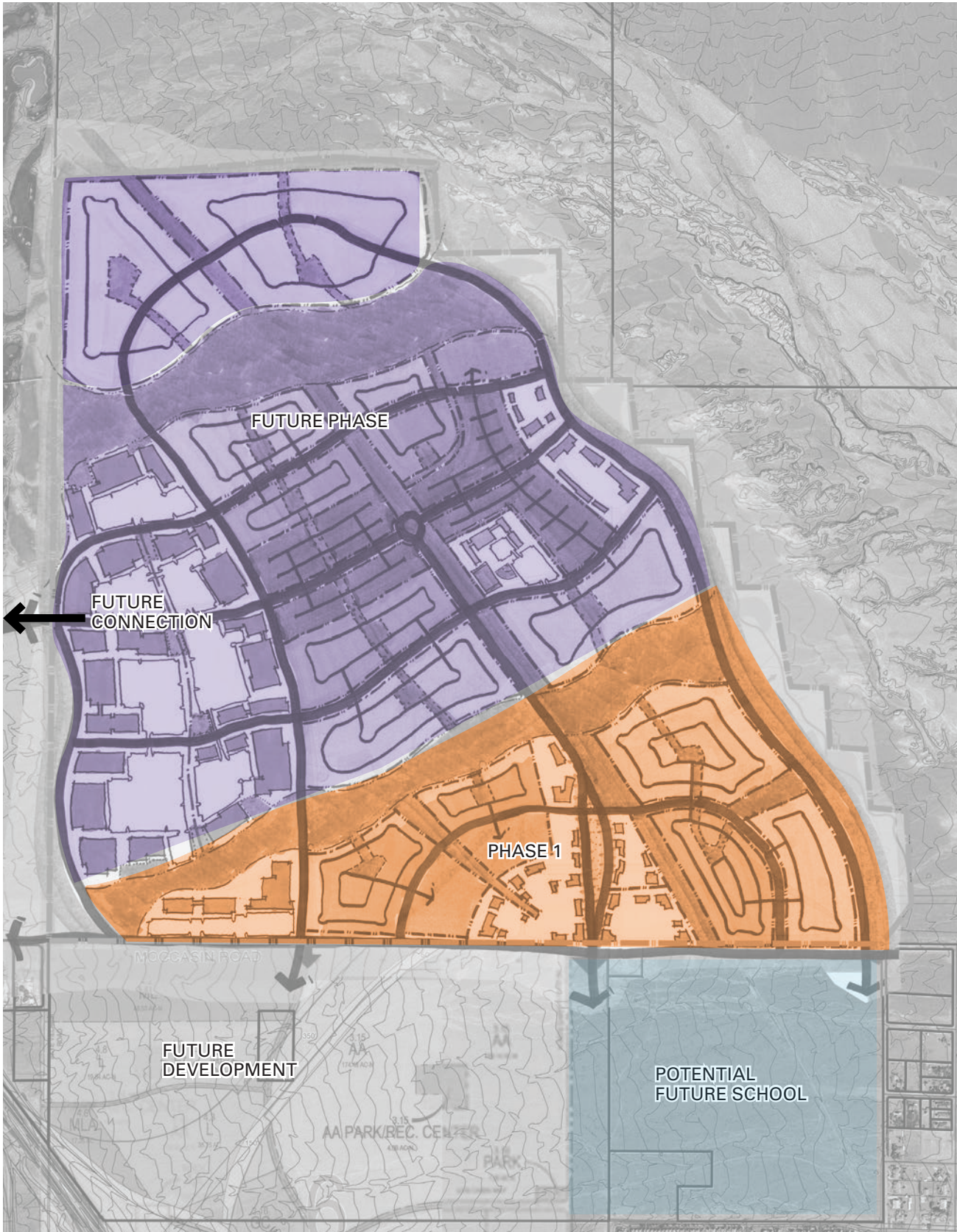
A range of opportunities exist to progress the vision presented in this document including;

- Refine the plans and develop a development handbook for review and approval by City Council.
- Attract a master developer to coordinate the vision through a public/private partnership.
- The City acts as Master Developer to coordinate sub-developers towards a common vision.

RECOMMENDATIONS

- Develop a market assessment to identify trends and demands for north Las Vegas to support the plan vision.
- Establish and overlay district with design guidelines to guide new development.
- Coordinate with school district and other municipal facilities to provide for offices, library, open spaces/parks, trailheads at the town center.
- Identify district wide financing to provide public realm improvements. (TIF financing, District Financing, Assessments)
- Extend regional trails and trailheads to connect to the Wash.
- City Planning and economic development staff to oversee new standards, coordinating land use, development strategies and funding opportunities. Streamline permitting process to achieve goals.
- Attract/Develop the right team of people who support the vision to form a public/private partnership.

PHASING

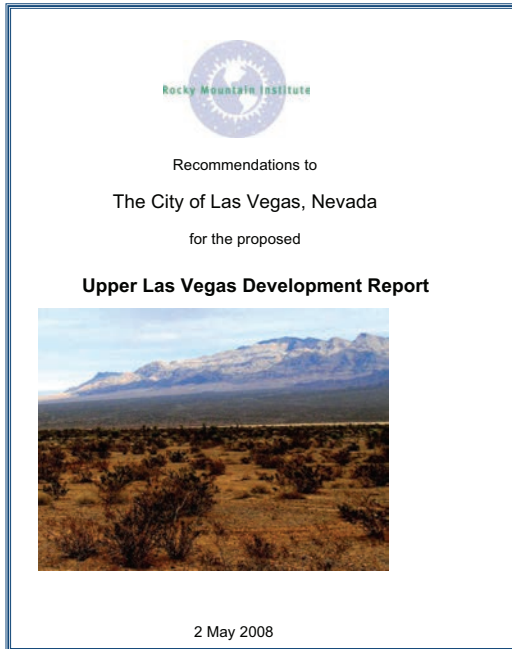


APPENDIX A

EXISTING DOCUMENTS



EXISTING DOCUMENTS



UPPER LAS VEGAS WASH DEVELOPMENT REPORT, MAY 2008

PURPOSE:

To document a two day charrette conducted by RMI for 7,600 Acres of land, including the project study area. The group had 3 focus areas: Urban Planning and Transportation, Energy and Architecture and Water and Landscape.

GOALS:

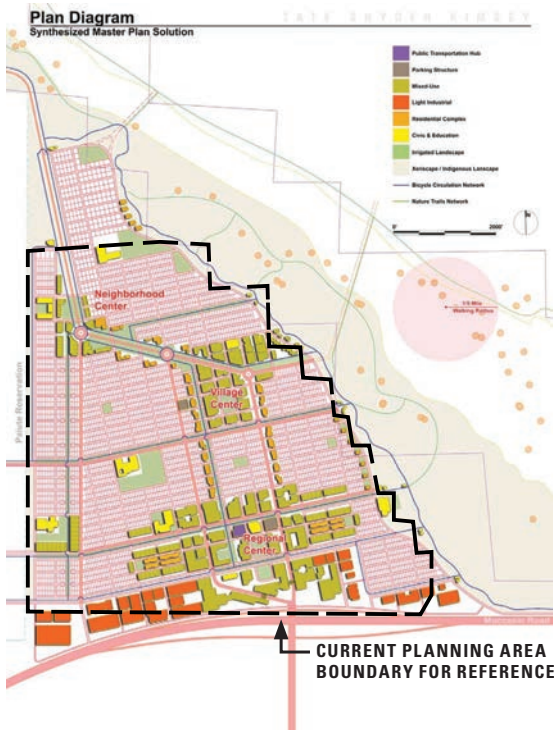
- Be Sensitive to the Paiute Lands
- Preserve the Wash
- Protect Paleontological Resources
- Emphasize Mixed Uses
- Emphasize Energy Efficiency
- Provide an interface between built and Desert National Wildlife Refuge

VISION:

- Pedestrian-oriented with walkable village centers. Designed for diversity and sense of place.
- Multi-modal transportation and transit hub.
- Energy efficiency (generate on-site energy,
- Water efficiency, flood protection
- Connect to and preserve nature and cultural resources.

PLAN RECOMMENDATIONS:

- Buildings:
 - » Walkable, mixed-use business districts at varied scales - cities within a city.
- Bikes and Trails
 - » Trails for bikes and pedestrians connecting to district centers.
- Open Spaces and Parks
 - » Connections to neighborhoods and wildlife
 - » Greenbelts control stormwater toward The Wash.
- Circulation
 - » Principal Roadway (Ft. Apache) runs N/S connecting districts.
 - » Minimizing roadway size when possible.
- Boundaries and Paleontological Buffers
 - » Limit development to the southern-most parcel north of Moccasin Road.
 - » Las Vegas Wash is a natural border to development.



EXISTING DOCUMENTS

CITY OF LAS VEGAS UNIFIED DEVELOPMENT CODE (UDC)


PURPOSE:

To coordinate and ensure the execution of the City's General Plan through effective implementation of development review requirements, adequate facility and services review and other goals, policies or programs contained in the General Plan.

Unified Development Code

Title 19

The City of Las Vegas



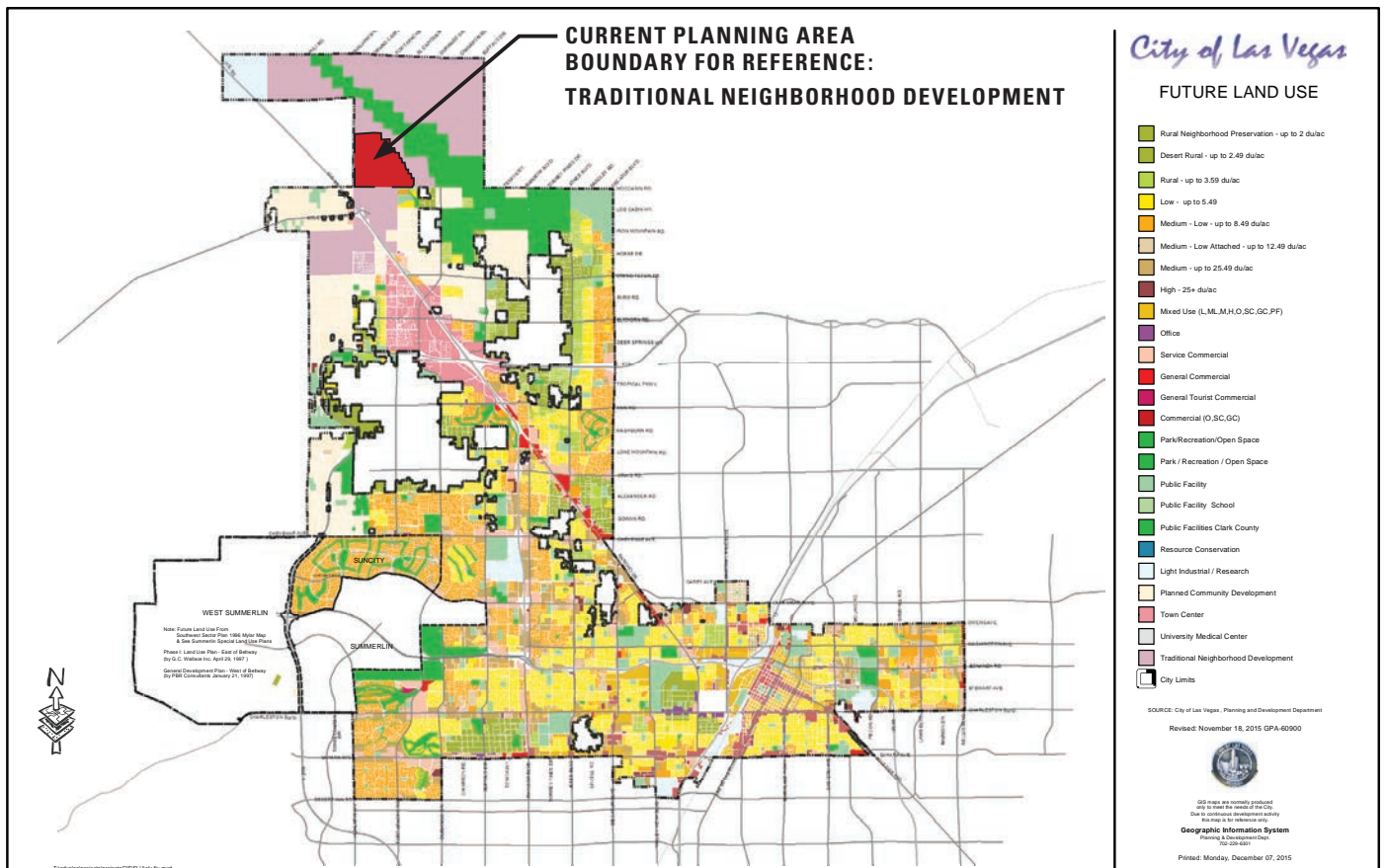
Mayor
Oscar B. Goodman

City Council
Mayor Pro Tem Gary Reese
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

Adopted March 16, 2011

CITY OF LAS VEGAS GENERAL PLAN



EXISTING DOCUMENTS



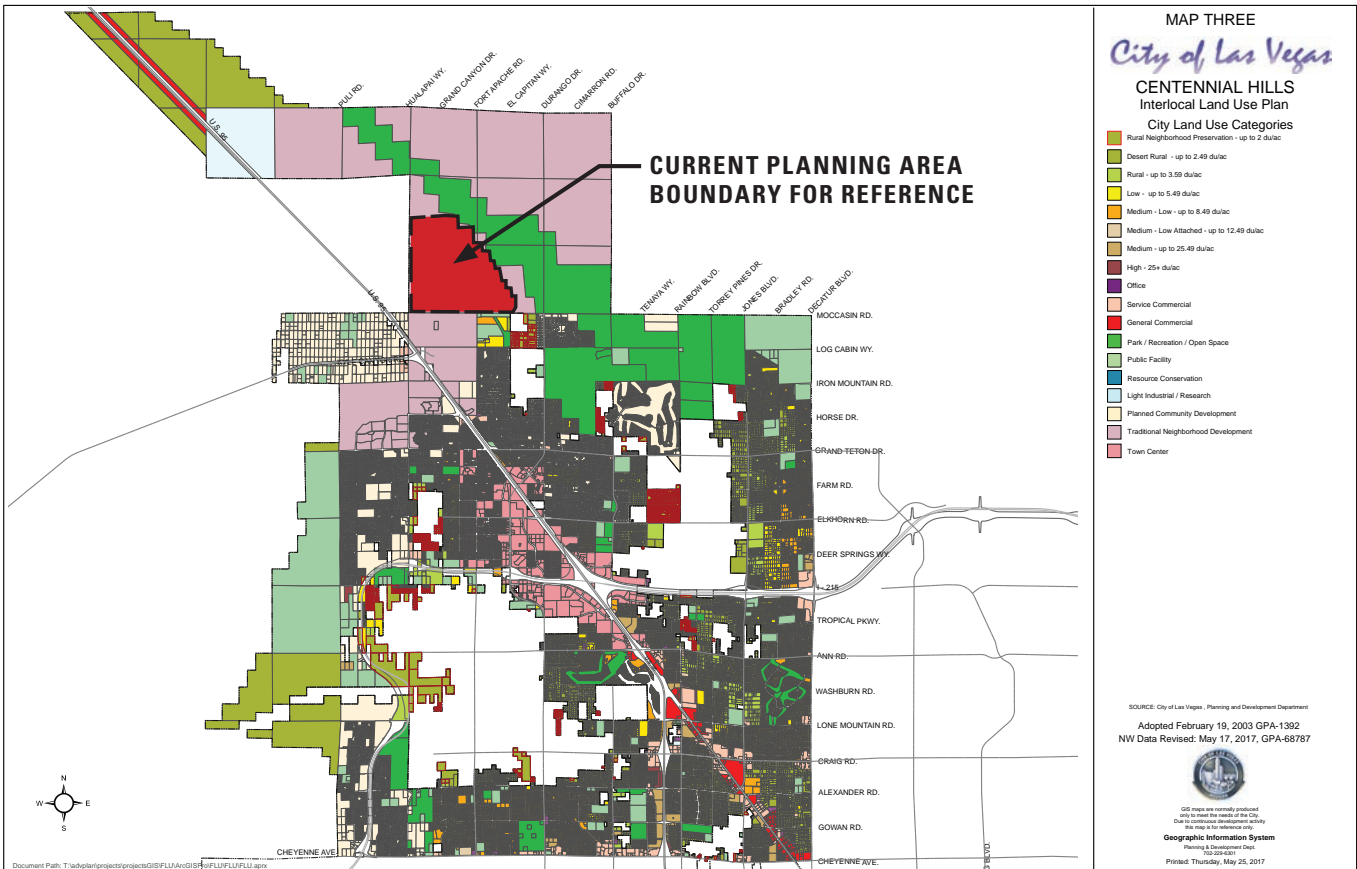
CENTENNIAL HILLS SECTOR PLAN

PURPOSE:

Consensus based planning process for 56 Square Miles of Centennial Hills bounded by the Moccasin Road alignment to the north, Cheyenne Avenue on the south, Decatur Boulevard to the east, and the Red Rock Preservation Area to the west. (Just south of project study area)

GOALS:

- The sector plan is the principal document for future land use.
- The plan is a balance of land uses and are compatible.
- Incorporate natural and man-made features to planning.
- Coordinate land use with infrastructure in adjacent areas.
- Protect the health, safety and welfare of Northwest residents.



APPENDIX B

STAKEHOLDER OUTREACH



STAKEHOLDER OUTREACH



STAKEHOLDER EXERCISE

On July 14th, 2016, stakeholders from the City of Las Vegas, Bureau of Land Management, Tule Springs National Park Service, ULI Nevada, Southern Nevada Water Authority gathered to learn and discuss the project.

A short presentation about the site was followed by discussing the strengths, opportunities, challenges and weaknesses of the potential project. The following outlines key takeaways from the discussion;

STRENGTHS AND OPPORTUNITIES

- Cool Neighbors
- Natural Beauty
- Special Area = Value
- Location next to Campuses & Future Access
- Clean Slate
- Sustainable Planning: Transit, Regional, Local, Technology
- Model for other locations
- Recreational Opportunities/Connection to Trails System
- Live, Work and Play – Walkable Integration
- Recreation on Site and Next Door
- Connection to the Outdoors
- Attract 'The Other Millennial'
- Working Class City
- Educated Workforce
- Multimodal connections
- Political Support
- Deep Ecology Concepts
- Enhanced Arroyos, Use as Natural Features
- Views
- No Opposition
- Collaboration – Having Discussions
- New Standard for how the BLM disposes land

STAKEHOLDER OUTREACH

- Standards for development next to National Monument
- Modify existing codes
- Set the Expectation – Play by the Rules
- Find artifacts to tie back to History – Simplify process for moving artifacts.
- Project has been through NEPA
- Protect the Value of the Natural Environment

WEAKNESSES AND THREATS

- Political Change
- Lack of Consistency with what is submitted/planned vs. approved
- Potential for fossils/historic resources in development area
- Human Environment
- Existing Development Codes/UDC
- Cul de sacs
- Light Pollution
- Edge uses along National Monument
- Invasive species migrating to Wash
- Infrastructure disruption (Utilities, NV Energy)
- Multi-modal transportation (Existing)
- Maintain natural beauty with new development
- Economics driving development by profitability
- Political and Federal partnerships
- Climate Change



STAKEHOLDER OUTREACH

DESIGN ALTERNATIVES

Following the SWOT exercise, stakeholders reviewed three preliminary concept alternatives for future planning in the project area. These concepts were developed based on feedback from the City with the goal of creating an active and mixed use community to set the stage for stakeholder engagement and is not based on a market assessment. Additional economic studies should be done to refine the plan concepts.

The following is a summary of the concepts presented;

ALTERNATIVE 1 CONCEPT: COMPACT MIXED USE

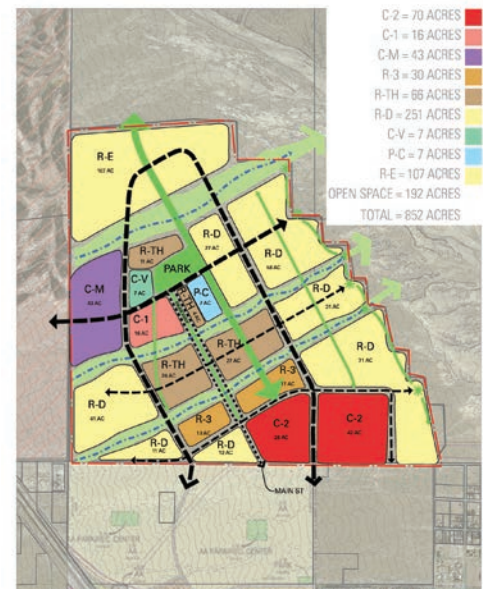
- Density transitions from South to North (Most to Least)
- Parkway, green spine and arterial loop road connect from South to North.
- Regional Commercial at North Skye Park Drive and Village Center at project core.
- Three open wash corridors from east to west, greenways from north to south and a trail along the wash for a total of 22% open space.

ALTERNATIVE 2 CONCEPT: CENTRAL E-W SPINE CONNECTION TO OPEN SPACE

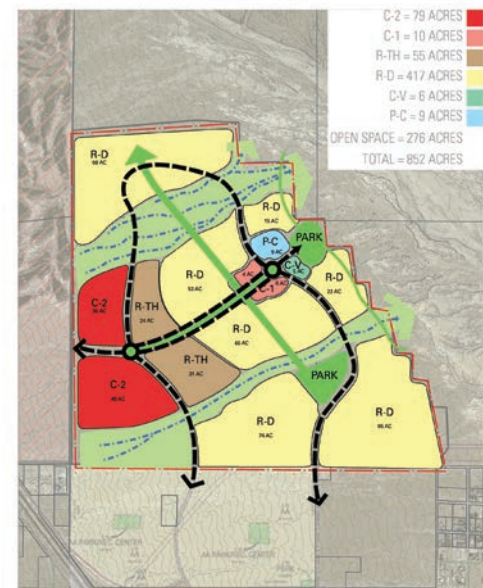
- Density transitions from West to East (Most to Least)
- Arterial loop road connects from South to North with a central East to West Parkway Connection.
- Regional Commercial future roadway and Village Center at the project core with connection to open space.
- Two primary open wash corridors from east to west, connected by a greenway under the existing transmission lines from north to south with a central park at the wash for a total of 32% open space.

ALTERNATIVE 3 CONCEPT: CENTRAL CORE WITH OPEN SPACE TO THE WEST

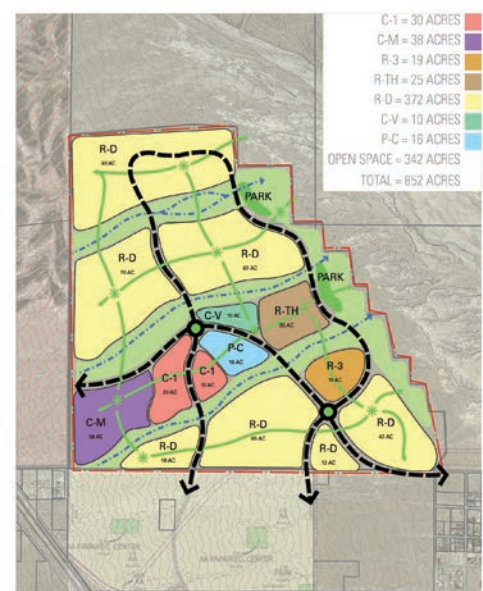
- Density focused at project center.
- Primary east-west arterial connections to north-south loop road running along the open space providing universal access to The Wash.
- Village Center at the project core.
- Three open wash corridors from east to west and open linear park along wash edge. Internal parks and trails system connects the planning areas for a total of 40% open space.



Alternative 1



Alternative 3



Alternative 3

STAKEHOLDER OUTREACH

STAKEHOLDER MAPPING EXERCISE

Following a presentation of the alternatives, stakeholders were allowed time to float between alternatives and encouraged to write or draw suggestions. Participants could choose to spend the whole time at the preferred/least preferred. Following the review, each team selected a representative for the alternative to present to the whole group. This exercise encourages ownership in shaping the community and puts stakeholders in the shoes of planners and designers.

The following is a summary of the feedback;

ALTERNATIVE 1 CONCEPT: COMPACT MIXED USE

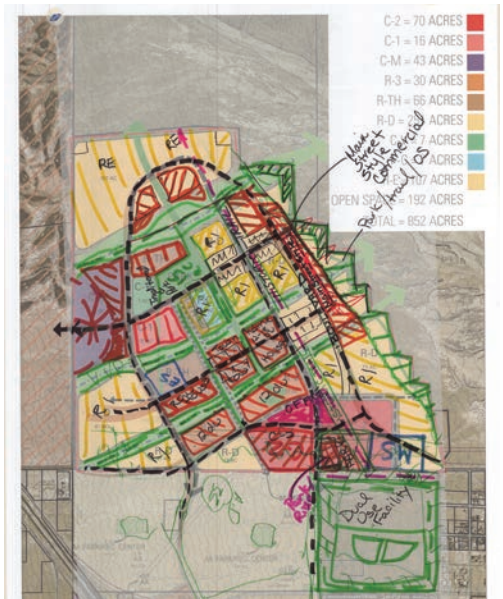
- Main street style commercial
- Parks and Trails along open space
- Dual Use Facility to south
- Incorporate a traditional park
- Historic trail along rail corridor

ALTERNATIVE 2 CONCEPT: CENTRAL E-W SPINE CONNECTION TO OPEN SPACE

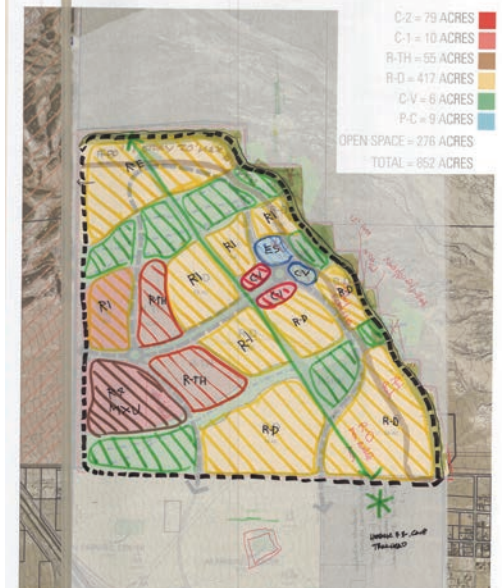
- Vegetation standards
- Scenic look with building standards
- Change C-2 to R-4 and R-1

ALTERNATIVE 3 CONCEPT: CENTRAL CORE WITH OPEN SPACE TO THE WEST

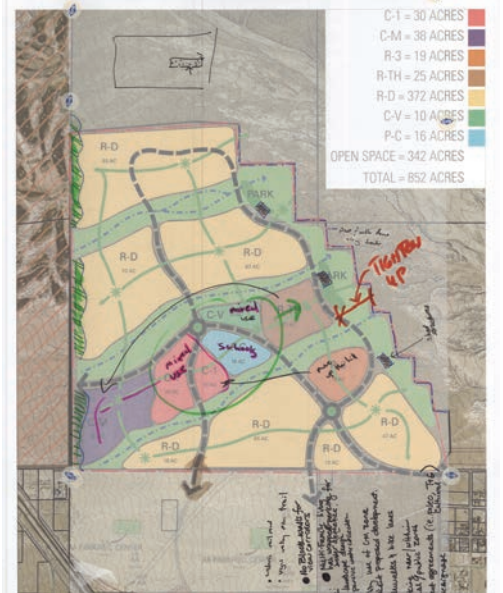
- Commercial landscape design, incorporate passive water collection
- Compatibility with C-M zone with adjacent development
- Wide sidewalks and bike lanes
- Bike Parking near/within commercial, public zones
- Interpretive signage



Alternative 1



Alternative 3



Alternative 3



EXHIBIT C

RESOLUTION REAFFIRMING THE
INCORPORATION OF A MILITARY HOUSING
DEVELOPMENT INTO THE UPPER LAS VEGAS
WASH MASTER PLANNED COMMUNITY AND
ITS ASSOCIATED DEVELOPMENT
AGREEMENT

RESOLUTION REAFFIRMING THE INCORPORATION OF A MILITARY HOUSING DEVELOPMENT INTO THE UPPER LAS VEGAS WASH MASTER PLANNED COMMUNITY AND ITS ASSOCIATED DEVELOPMENT AGREEMENT

WHEREAS, the City will be the fee title owner of that certain real property in Clark County, Nevada, identified as Assessor's Parcel Number (APN) 100-31-000-001, together with portions of APN 100-30-000-001 and 100-32-000-001, commonly referred to as the Upper Las Vegas Wash; and

WHEREAS, the City engaged in a competitive selection process, Request for Statement of Qualifications, to select a developer to create a master-planned community development in the Upper Las Vegas Wash; and

WHEREAS, on August 21, 2019, the City Council selected Olympia Companies, LLC as the development partner (the "Master Developer") for the Upper Las Vegas Wash, making a clear record at the City Council meeting on that date that a military housing component was to be incorporated into the development; and

WHEREAS, the City will acquire the Property from the United States Government acting by and through the United States Department of Interior Bureau of Land Management (the "BLM"); and

WHEREAS, the City and the Master Developer will execute a Purchase and Sale Agreement; and

WHEREAS, the Upper Las Vegas Wash Vision Plan, adopted by the City Council on September 6, 2017, pursuant to Resolution R-43-2017, contemplates a mixed use of diverse housing and commercial development; and

WHEREAS, the Purchase and Sale Agreement will require the Master Developer to set aside a portion of the Property as a Military Housing Area in accordance with this Resolution by way of Development Agreement, Separate Agreement, and Deed Restriction; and


WHEREAS, the Master Developer desires to develop the Upper Las Vegas Wash and the Military Housing Area consistent with the Upper Las Vegas Wash Vision Plan and this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to reaffirm its commitment to the United States Air Force Airmen and Airwomen by requiring the incorporation of a military housing development within the Upper Las Vegas Wash Master Planned

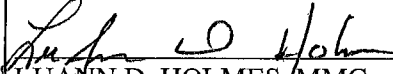
1 Community.

2 PASSED, ADOPTED, AND APPROVED this 2nd day of February, 2022.


3 CITY OF LAS VEGAS

4 BY 
5 CAROLYN G. GOODMAN, Mayor

6 ATTEST:

7 
8 LUANN D. HOLMES, MMC
City Clerk

9 APPROVED AS TO FORM

10  1-18-22
11 Val Steed, Date
Deputy City Attorney

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

EXHIBIT D

PURCHASE AGREEMENT

**PROPERTY ACQUISITION AGREEMENT
FOR THE UPPER LAS VEGAS WASH**

BETWEEN THE

**CITY OF LAS VEGAS, NEVADA
A NEVADA MUNICIPAL CORPORATION**

AND

**MONUMENT HILLS PARTNERS, LLC
A NEVADA LIMITED LIABILITY COMPANY**

**PROPERTY ACQUISITION AGREEMENT
FOR THE UPPER LAS VEGAS WASH**

THIS PROPERTY ACQUISITION AGREEMENT FOR THE UPPER LAS VEGAS WASH (this "Agreement") is made as of the Effective Date (defined below) by and between the CITY OF LAS VEGAS, a Nevada municipal corporation (the "City") and MONUMENT HILLS PARTNERS, LLC, a Nevada limited liability company (the "Developer"). The City and Developer are sometimes collectively referred to herein as the "Parties" or singularly as "Party".

RECITALS

WHEREAS, the United States Department of Interior, Bureau of Land Management (the "BLM") is the owner of approximately 939.52 acres of land in the northwest Las Vegas, Clark County, State of Nevada commonly referred to as the Upper Las Vegas Wash (the "Property") legally described in **Exhibit A**; and

WHEREAS, at the request of the City, the BLM desired to conduct a direct sale of the Property to the City at no less than fair market value ("FMV") determined by a BLM appraisal in accordance with the requirements established by the BLM ("BLM Requirements"); and

WHEREAS, the Property meets the criteria for direct sale under FLPMA section 203(f) and 43 CFR 2711.3-3(a), which states, "*Direct sales (without competition) may be utilized, when in the opinion of the authorized officer, a competitive sale is not appropriate, and the public interest would best be served by a direct sale.*"; and

WHEREAS, the City and BLM agree that the public interest is best served by a direct sale of the Property to allow for the development of much needed military and other housing, commercial development, and research and light manufacturing development with an awareness of the Property's proximity to Las Vegas Paiute Tribe (the "Paiute Tribe") land and the Tule Springs National Monument ("National Monument"); and

WHEREAS, the City created a vision plan for the development of the Property that was adopted by the Las Vegas City Council known as the "Upper Las Vegas Wash Vision Plan" (the "Vision Plan"), attached hereto as **Exhibit B**; and

WHEREAS, the Las Vegas City Council adopted a *Resolution Reaffirming the Incorporation of a Military Housing Development into the Upper Las Vegas Wash Master Planned Community and Its Associated Development Agreement*, attached hereto as **Exhibit C** (the "Military Housing Resolution") to demonstrate the City's commitment to the United States Air Force Airmen and Airwomen; and

WHEREAS, the City and the Paiute Tribe entered into that certain *Intergovernmental Agreement* to facilitate the City and the Paiute Tribe's mutual interests in protecting and developing the Paiute Tribe and public lands in the best interest of the Paiute Tribe and the residents of Southern Nevada, attached hereto as **Exhibit D** (the "Intergovernmental Agreement") to demonstrate the City's commitment to the Paiute Tribe; and

WHEREAS, to implement the City's Vision Plan, on March 7, 2019, the City issued a Request for

Statement of Qualifications seeking an experienced master developer partner to design and implement the Vision Plan for the Property; and

WHEREAS, on August 21, 2019, the Las Vegas City Council selected the Developer to negotiate the terms and conditions of the purchase and sale, and ultimate development of the Property; and

WHEREAS, pursuant to Nevada Revised Statutes Chapter 268.061, the City, as a governing body, may sell or otherwise dispose of real property as provided by Federal law; and

WHEREAS, in the January 4, 2023, Federal Register, Volume 88, No. 2, the BLM published a *Notice of Realty Action: Direct Sale of Public Land to the City of Las Vegas, Nevada* (the "NORA") for the direct sale of the Property to the City and subsequently to the Developer in order to strengthen community development opportunities in the northwest part of the Las Vegas Valley, to integrate the interests of the neighboring communities and primary stakeholders, including the Paiute Tribe whose lands compose the boundaries of the direct sale parcel and to incorporate residential and commercial uses while providing employment and services for the surrounding population and to serve as a gateway to recreational opportunities in the area; and

WHEREAS, on February 16, 2023, the Paiute Tribe submitted to the BLM a comment letter to the NORA ("Paiute Tribe Comments") and, after a pause of over two (2) years to allow the BLM, the City and Paiute Tribe to review, discuss and address the Paiute Tribe Comments, on July 11, 2025, the BLM submitted to the Paiute Tribe a response letter to the Paiute Tribe Comments addressing their concerns and notifying the Paiute Tribe that the NORA will be sustained and the direct sale of the Property to the City will move forward; and

WHEREAS, the BLM Offer to Purchase with an effective date of July 21, 2025 ("BLM Sale Offer") was received by the City and is attached hereto as **Exhibit E**; and

WHEREAS, the Parties desire to enter this Agreement to establish the framework that summarizes the key policy goals, basic development guidelines, financial framework, and other key terms and conditions that will form the basis for the completion of the direct sale of the Property from the BLM to the City and the sale of the Property from the City to Developer and the subsequent development of the Property.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth below, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT
ARTICLE 1: PROPERTY TRANSACTION

1.1 PURCHASE AND SALE OF PROPERTY

The City selected Developer to purchase and develop the Property in accordance the City's Vision Plan. City hereby agrees to sell the Property to Developer, and Developer hereby agrees to purchase the Property from City on the terms and conditions and for the purposes set forth in this Agreement. The Parties agree to cooperate in good faith to complete the purchase and sale of the Property.

1.2 APPRAISAL AND BLM REQUIREMENTS

A. The BLM appraised the fair market value of the Property at NINETY-FOUR MILLION DOLLARS (\$94,000,000) published on January 4, 2023 as a Notice of Realty Action: Direct Sale of Public Land to the City (the "Appraised Value"). In order to purchase the Property, the City must conform to the BLM policy that requires the following payment schedule:

(1) Payment of twenty percent (20%) of the Appraised Value on or before thirty (30) days after the BLM Sale Offer and no later than August 20, 2025 (" BLM Deposit Due Date") in the amount of EIGHTEEN MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$18,800,000) (the "Deposit"). The Parties acknowledge that the Deposit is non-refundable from the BLM; and

(2) Payment of the eighty percent (80%) balance of the Appraised Value in the amount of SEVENTY-FIVE MILLION TWO HUNDRED THOUSAND DOLLARS (\$75,200,000) (the "Balance Payment"; along with the Deposit is hereinafter referred to as the "Purchase Price") within one hundred and eighty (180) days after the Deposit is received by the BLM (the "Balance Payment Due Date").

B. The Parties acknowledge that Developer shall be solely responsible for promptly funding the Deposit and Balance Payment, and the City has no obligation to fund any portion of the Deposit or Balance Payment. Developer's failure to promptly fund the Deposit or Balance Payment shall be a material default of this Agreement provided, however, such failure is not caused either directly or indirectly by or through the action(s) (or inaction(s)) of the City.

1.3 CONVEYANCE FROM BLM TO CITY

No later than the BLM Deposit Due Date, the City is required to transmit the Deposit to the BLM. Thereafter, no later than Balance Payment Due Date the City is required to remit the Balance Payment to the BLM to complete the direct sale of the Property from the BLM to the City. The Parties agree that Developer shall be solely responsible for the funding of the Deposit and the Balance Payment into Escrow (as hereinafter defined) within three (3) business days prior to the BLM Deposit Due Date and the Balance Payment Due Date, as applicable. Thereafter, the Parties shall instruct Escrow Agent to tender to the BLM (i) the Deposit on or before the BLM Deposit Due Date, and (ii) the Balance Payment on or before the Balance Payment Due Date.

1.4 CONVEYANCE FROM CITY TO DEVELOPER

Prior to Balance Payment Due Date, the City will execute and deposit into Escrow a customary grant, bargain, and sale deed prepared by Escrow Agent and otherwise in the form mutually agreeable to the Parties ("GBS Deed") to convey the Property from the City to Developer. Immediately after Recordation (defined below) of the patent conveying the Property from the BLM to the City ("Patent"), provided Developer has funded all Closing Costs (defined below), Escrow Agent shall Record the GBS Deed to convey the Property from the City to Developer. Developer shall be responsible for recording fees, the cost of the Title Policy, Real Property Transfer Tax ("RPTT") required to complete the conveyance of the Property from the City to Developer, and the City funds paid to the BLM Cost Recovery Account (collectively, the "Closing Costs"). City's failure to timely convey the Property to Developer due to a direct or indirect action of the City shall be a material default of this Agreement.

1.5 ESCROW

Within one (1) business day after full execution of this Agreement, Developer shall provide a fully executed copy of this Agreement and cause an escrow (the "Escrow") to be opened with Stewart Title

Guaranty Company, 4670 South Fort Apache Road, Suite 275, Las Vegas, Nevada 89147, Attn.: Ronald Bloecker ("Escrow Agent"). As used in this Agreement, the term "Opening of Escrow" shall mean the date that a complete copy of this Agreement, which has been signed by both City and Developer is deposited into Escrow. This Agreement shall constitute the escrow instructions to Escrow Agent. In the event Escrow Agent utilizes its own standard pre-printed escrow instructions which may be modified as mutually agreed between City and Developer ("Escrow Instructions"), the same shall be promptly executed by the Parties. As soon as reasonably practicable thereafter, Escrow Agent shall prepare and deliver to Developer a title commitment for an extended owner's title insurance policy in the amount of the Appraised Value and naming Developer as the insured thereunder for Developer's review and approval. As a condition to Developer's obligations hereunder, Escrow Agent shall be unconditionally committed to and shall issue an extended owner's title insurance policy to Developer, in form and content satisfactory to Developer ("Title Policy"), upon the consummation of the transaction contemplated hereby. For purposes of this Agreement, the terms "Close," "Closing," "Closing Date," "Close of Escrow" or any similar variation thereof shall mean the time when Escrow Agent delivers to the BLM the Balance Payment **and confirms the Recording (defined below) of the GBS Deed**. The terms "Record," "Recorded," "Recordable" and "Recordation" shall mean, with respect to any document, the Recordation of such document in the Office of the County Recorder of Clark County, Nevada.

1.6 INSPECTIONS

A. Prior to Closing, Developer shall be entitled to perform such inspections and review such information in order to determine the feasibility of the Property for Developer's intended use, in its sole and absolute discretion.

B. Without limiting the generality of the foregoing and subject to BLM's consent, Developer or Developer's agents or representatives shall have reasonable access to the Property (during business hours) for purposes of any physical or environmental inspection of the Property and review of expenses and other matters relating to the Property, all at the sole discretion of Developer and at Developer's cost and expense. The foregoing shall include, without limitation, obtaining an ALTA survey, a Phase I environmental assessment, and a soil analysis test.

C. Developer agrees to indemnify, defend, and hold the City and BLM free and harmless from any loss, injury, damage, claim, lien, cost or expense, including reasonable attorneys' fees and costs, incurred by the City and arising in connection with the Developer's inspection of the Property, except for the mere discovery of an existing condition.

D. The City has provided or will provide to Developer within five (5) business days after the execution of this Agreement, complete and correct copies of all documents and information related to the Property, to the extent they are within the City's possession or under its control.

1.7 REPRESENTATIONS AND WARRANTIES

A. City represents, warrants, and covenants to Developer as of the Effective Date and as of Closing (and which shall survive the Closing) that:

(1). The City is municipal corporation duly created, validly existing, and in good standing under the laws of the State of Nevada, has duly authorized the execution and performance of this Agreement, and such execution and performance will not violate any material term of its governing documents or applicable law.

(2). All information and/or documents delivered to Developer in connection with Developer's due diligence are and at the time of Closing will be true, correct and complete copies of such documents.

(3). There are no condemnation, environmental, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the use, operation or value of the Property, nor has City received notice of any special assessment proceedings affecting the Property (other than as set forth in the Title Policy). City shall notify Developer promptly of any such proceedings of which City becomes aware. Notwithstanding the foregoing, the Parties acknowledge that the Parties are negotiating a Development Agreement for the Property pursuant to Article 2.1 herein.

(4). There is no litigation or other action pending or threatened, against City, BLM and/or the Property on any basis therefor that arises out of the transfer or ownership of the Property or that might affect the value or the use or operation of the Property for its intended purpose or the ability of City to perform its obligations under this Agreement, including any matter related to the Paiute Tribe Comments. City shall notify Developer promptly of any such litigation or threat of litigation or action of which City becomes aware.

(5). This Agreement and all documents executed by City which are to be delivered to Developer at the Closing are and at the time of Closing will be duly authorized, executed and delivered by City, are and at the time of Closing will be legal, valid and binding obligations of City enforceable against City in accordance with their respective terms, are and at the time of Closing will be sufficient to convey title (if they purport to do so), and do not and at the time of Closing will not violate any provision of any agreement or judicial order to which City or the Property is subject.

(6). At the time of Closing there will be no outstanding written or oral contracts made by City granting an interest in the Property, offering to sell the Property, or for any improvements to the Property, and City shall cause to be discharged all mechanics' and materialmen's liens arising from any labor or materials furnished to the Property prior to the time of Closing, and City is not aware of any other matter which would materially affect title to the Property as reflected in the BLM Sale Offer.

(7). City is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

(8). To the best knowledge of the City, neither the Property nor any real estate in the vicinity of the Property is in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Material ("Environmental Laws"). Neither City, nor to the best of City's knowledge any third party, has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Material on, under or about the Property or real estate in the vicinity of the Property or transported any Hazardous Material over the Property. Neither City, nor to the best of City's knowledge any third party has installed, used or removed any storage tank on, from or in connection with the Property except in full compliance with all Environmental Laws, and to the best of City's knowledge there are no storage tanks or wells (whether existing or abandoned) located on, under or about the Property and to the best of City's knowledge no storage tank has been installed on, used on or removed from or used in connection with the Property in violation of any Environmental Laws. To the best of City's knowledge, the Property does not consist of any

building materials that contain Hazardous Material. For the purposes hereof, "Hazardous Material" shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative agency ordinance or law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., or any regulation, order, rule or requirement adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and "source," "special nuclear" and "by product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 et seq.

(9). City has not granted any right to purchase, option, or right of first refusal or first opportunity to any party to acquire any interest in any of the Property.

(10). City has not filed or been the subject of any filing of a petition under the Federal Bankruptcy Law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors.

(11). City knows of no facts nor has City failed to disclose any fact which would prevent Developer from using and operating the Property after Closing in the manner in which it is intended to be developed or operated.

(12). City shall allow for the immediate release of the Deposit and Balance Payment to the BLM when received in Escrow in accordance with Section 1.3 for the Patent for the conveyance of the Property to the City and for no other purpose whatsoever.

(13). City shall reasonably assist and support Developer after the Close of Escrow if requested by Developer concerning Developer's undertakings with any municipal, quasi municipal, governmental entity (department, agency, or division thereof), or any utility provider in connection with Developer's contemplated development of the Property (or any portion thereof) which is consistent with the terms of this Agreement, including any ancillary document contemplated by this Agreement.

(14). No party has a valid claim for any mechanic's or materialmen's lien affecting the Property.

B. Developer represents and warrants to City as of the Effective Date and as of Closing (and which shall survive the Closing) that:

(1). Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada, has duly authorized the execution and performance of this Agreement, and such execution and performance will not violate any material term of any of its articles of organization, operating agreement or other governing documents. Developer hereby warrants and represents that the persons executing this Agreement on behalf of Developer, have all requisite authority to execute this Agreement and that this Agreement is binding and enforceable against Developer.

(2). Developer shall grant an easement, as necessary, to Nevada Energy for a high voltage transmission line affecting the Property.

(3). No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Developer.

C. Mutual

(1). Each of City and Developer represents to the other that neither has had any dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with this Agreement and/or the transactions contemplated hereby. City and Developer agree that each will indemnify, defend and hold the other free and harmless (which shall survive Closing) from (i) claims of any other broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented City or Developer, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Property, (ii) any claim as a result of any of the representations or warranties set forth in this Section 1.7 being false or misleading in any material respect.

1.8 TERMINATION

Developer shall have the absolute right, for any of the reasons stated herein, prior to payment of the Deposit, to terminate this Agreement and neither party shall have any further rights or obligations hereunder.

1.9 CONDITIONS PRECEDENT

A. Developer's obligation to acquire the Property and to complete Closing shall be conditional and contingent upon the satisfaction, or written waiver by Developer, as and when required below, of each of the following conditions (collectively, the "Developer Conditions"):

(1). The Property shall have been conveyed from the BLM to the City.

(2). The City shall have deposited into Escrow all documents required to be deposited by the City pursuant to this Agreement, including, without limitation the Deed.

(3). The City shall have performed in all material respects and all covenants and obligations required by this Agreement to be performed by the City on or prior to Closing.

B. Failure of Developer Conditions.

(1). If any of the Developer Conditions have not been satisfied on or prior to the expiration of the applicable time period for satisfaction thereof, then Developer shall have the right to (a) waive such Developer Condition by written notice to City prior to Closing (with such waived condition for Closing purposes only, at the option of Developer, included as an obligation in the Development Agreement), or (b) grant additional time in the discretion of the Developer to extend the time period for the satisfaction of such condition. Such rights of Developer shall be in addition to, and not in lieu of, any rights or remedies available to Developer pursuant to this Agreement.

ARTICLE 2: DEVELOPMENT PLAN

2.1 MASTER PLANNED COMMUNITY

One of the primary objectives of the Parties is that development of the Property be undertaken in an organized fashion so as to ensure a well-integrated, quality community with an appropriate harmonious mix of residential, commercial, open space, recreational, and public uses. To accomplish this, the City and Developer agree to negotiate expeditiously and in good faith a standard and customary "Development Agreement" for the Property prior to Closing and, to the extent necessary if the Development Agreement is not executed prior to Closing, to continue the expeditious and good faith negotiation to finalize and execute a mutually acceptable Development Agreement for the Property after Closing. Further, the City agrees that the Property will be rezoned, and the Developer agrees that the Property will be developed under a single master plan, thoughtfully incorporating residential, commercial, and public uses, and marketed as a "Master Planned Community." Notwithstanding the foregoing, the Parties agree that the latest negotiations involving the Development Agreement as of the Effective Date reflect substantial progress on the major issues of the Parties as follows (each, a "Major Issue"):

1. Economic Development Parcel development;
2. Commercial site goals and expectations;
3. Park improvements Developer contribution;
4. Attainable / Workforce housing development; and
5. Infrastructure bonding requirements.

The Parties agree that the final version of the Development Agreement will not include any additional material obligations or modifications to existing obligations from the progress made on said Major Issues which will result in a material impact to the use, development and/or operation of the Property or otherwise materially increase the financial obligations of Developer.

2.2 LAND USE PLAN

The City and Developer agree the Property will be developed in substantial conformance to the "Land Use Plan" to be negotiated and completed as part of the Development Agreement for the Property.

2.3 MILITARY HOUSING PROPERTY

The City has prioritized the incorporation of a military community for military staff and their families into the development of the Property. Specifically, the City, in conjunction with the United States Air Force, has identified the necessity to promote military staff retention and an enhanced quality of life for potential tenants in military housing to be constructed on the Property by providing military personnel private rental housing that has access to enhanced amenities in a secure environment with shorter commute times to their military duty stations (the "Military Housing Property"). This military housing is intended to foster a vibrant military community that is integrated within a more traditional neighborhood within the Property. It is anticipated that there shall be no less than two hundred and seventy (270) housing units on the Military Housing Property built to the same Design Standards and Design Guidelines in the Development Agreement that apply to Property. The City and Developer agree to enter into a subsequent Military Housing Property Agreement with its terms to be set forth in the Development Agreement. The Military Housing Agreement shall be recorded against the Property in the Office of the County Recorder of Clark County, Nevada.

2.4 ECONOMIC DEVELOPMENT

The City desires to purchase from Developer, at the pro-rated Purchase Price of ONE HUNDRED THOUSAND FIFTY ONE DOLLARS AND 9/100 CENTS (\$100,051.09) per acre, that certain property

as shown on the Land Use Plan (the "Economic Development Parcel") will be utilized for economic development ("Economic Development Use"), such as a corporate or similar campus, or a mutually acceptable substitute. The terms and conditions for the sale, use, and development of the Economic Development Parcel, including any Developer reversionary rights, shall be set forth in the Development Agreement.

ARTICLE 3: LAS VEGAS PAIUTE TRIBE

3.1 INTERGOVERNMENTAL AGREEMENT

City and the Paiute Tribe entered into that certain Interlocal Governmental Agreement, whereby the City and the Paiute Tribe agreed to certain terms and conditions to facilitate their mutual interests in protecting and developing the Paiute Tribe lands and adjacent lands, including the Property, in the best interest of the Paiute Tribe and the residents of Southern Nevada. The Parties agree to conform to the Intergovernmental Agreement as amended from time to time. Any changes to the Interlocal Governmental Agreement that imposes any duty, obligation, or liability to the Developer or constrains Developer's ability to develop the Property must be approved by the Developer in writing.

ARTICLE 4: DEFAULT

4.1 OPPORTUNITY TO CURE

A. In the event of any noncompliance with any provision of this Agreement, the Party alleging such noncompliance shall deliver to the other Party a ten (10) day notice of default and opportunity to cure. 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.

B. 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 if it commences the appropriate remedial action within 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 of the ten (10) day notice of noncompliance. Notwithstanding the foregoing, any cure period provided in this Section 4.1 will not extend past the time frame required by the BLM to satisfy all BLM Requirements to complete the direct sale of the Property from the BLM to the City and from the City to the Developer.

C. If the noncompliance is corrected, then no default shall exist and the noticing Party shall take no further action.

4.2 REMEDIES

A. Generally. The Parties agree that the intent of this Agreement is to mutually cooperate in good faith for the acquisition and development of the Property in accordance with this Agreement and to diligently work through noncompliance matters and alternate resolutions to noncompliance matters. Termination of the Agreement by either Party in accordance with this Section 4.1 shall only follow after the exhaustion of all possible resolutions of a disputed matter.

B. Developer Default. Any default by Developer that cannot be resolved pursuant to this

Section 4.1 shall be referred to the City Council for determination at a duly noticed public meeting. If the City Council is unable to resolve the Developer default and thereafter the City Council determines to terminate this Agreement, the Developer shall have twenty-five (25) days after receipt of written notice of termination to institute legal action pursuant to this Section 4.1 to determine whether a default existed and whether the City was entitled to terminate this Agreement. Additionally, City may institute legal action to compel injunctive relief or specific performance. Nothing in this Section 4.1 shall require City to postpone instituting any injunctive proceeding if it believes in good faith that such postponement will cause irreparable harm to City.

C. City Default. Any default by City that cannot be resolved pursuant to this Section 4.1 shall be referred to the City Council for determination at a duly noticed public meeting. If the City Council is unable to resolve the City default and thereafter Developer determines to terminate this Agreement, the City shall have twenty-five (25) days after receipt of written notice of termination to institute legal action pursuant to this Section 4.1 to determine whether a default existed and whether the Developer was entitled to terminate this Agreement. Additionally, Developer may institute legal action to compel injunctive relief or specific performance. Nothing in this Section 4.1 shall require Developer to postpone instituting any injunctive proceeding if it believes in good faith that such postponement will cause irreparable harm to Developer.

4.3 UNAVOIDABLE DELAY; EXTENSION OF TIME

Neither Party 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, epidemic, pandemic, government imposed quarantine restrictions, other governmental regulations (other than existing applications of existing regulations of which the Parties could reasonably be expected to be aware on the date hereof), 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 Developer. Any such extensions of time shall have no effect upon the timing of and the conclusions reached in the reviews to be conducted.

ARTICLE 5: NO MONETARY DAMAGES; RELEASE

5.1 NO MONETARY DAMAGES

A. The Parties acknowledge that the City would not have entered into this Agreement if the City were to be liable for any type of monetary damages under or with respect to this Agreement. As such, to the fullest extent permitted by applicable law, Developer shall not assert, and hereby waives, any claim against the City, on any theory of liability, for any type of monetary damages including without limitation direct, actual, special, indirect, consequential or punitive damages arising out of, in connection with, or as a result of, this Agreement, any other agreement or instrument contemplated hereby, and the transactions contemplated hereby or thereby. The Parties agree and recognize that, as a practical matter, it may be difficult or impracticable, or not be possible, to determine an amount of monetary damages that would adequately compensate Developer for its investment of time and financial resources, nor to calculate the consideration the City would require to enter into this Agreement to justify the City's financial exposure.

5.2 RELEASE

A. Except for indemnity obligations or non-monetary remedies that seek specific performance

or other injunctive relief, Developer, for itself, its successors, assigns, and successors in title, hereby fully releases the City, its elected officials, officers, employees, and agents of and from any and all claims, demands, actions, liabilities, sanctions, court appeals, rights, damages, sums of money, or losses, of every kind and nature whatsoever, arising out of any liability, whether at this time known or suspected, or unknown or unsuspected, anticipated or unanticipated, direct or indirect, fixed or contingent, or which may presently exist or which may hereafter arise or become known, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 22 of the Nevada Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon City because it entered into this Agreement or because of the terms of this Agreement. Developer acknowledges that it may later discover material facts in addition to, or different from, those which it now knows or believes to be true with respect to the released claims, disputes and related issues. Developer further acknowledges that there may be future events, circumstances, or occurrences materially different from those it knows or believes likely to occur. The releases provided in this Agreement shall remain in full effect, notwithstanding the discovery or existence of any such additional or different facts or occurrence of any such future events, circumstances, or conditions.

5.3 CITY'S FAILURE TO CONVEY PROPERTY.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN THE EVENT FEE TITLE TO THE PROPERTY HAS NOT BEEN CONVEYED TO DEVELOPER DUE TO A DEFAULT BY THE CITY THAT REMAINS UNCURED PURSUANT TO SECTION 4.1 (SUBJECT TO DEVELOPER'S RIGHT TO THE REMEDY OF SPECIFIC PERFORMANCE AS SET FORTH HEREIN), ANY PORTION OF THE PURCHASE PRICE PAID BY DEVELOPER SHALL BE REFUNDED BY THE CITY TO THE DEVELOPER.

5.4 DEVELOPER'S FAILURE TO CLOSE.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN THE EVENT THAT DEVELOPER FAILS TO PROMPTLY PAY THE PURCHASE PRICE AS REQUIRED UNDER THE TERMS OF THIS AGREEMENT AND THEREAFTER THE BLM DOES NOT CONVEY THE PROPERTY TO THE CITY AND THE CITY IS NOT OTHERWISE IN DEFAULT OF THIS AGREEMENT, THE BLM SHALL RETAIN THE DEPOSIT AND THE DEVELOPER SHALL HAVE NO CLAIM AGAINST THE CITY FOR A REFUND OF THE DEPOSIT.

ARTICLE 6: MISCELLANEOUS

6.1 NOTICE

All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, return receipt requested, postage prepaid and addressed to the party to be notified at the address for such party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

If to City: ATTN: City Manager
 City of Las Vegas
 495 S. Main Street, 7th Floor
 Las Vegas, Nevada 89101

with copy to: ATTN: City Attorney
City of Las Vegas
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to Developer ATTN: Hon. R. Brett Goett, Esq.
c/o Olympia Companies, LLC
11411 Southern Highlands Parkway, Suite 300
Las Vegas, NV 89141

with copy to: ATTN: Christopher Armstrong
Olympia Companies, LLC
11411 Southern Highlands Parkway, Suite 300
Las Vegas, NV 89141

6.2 LAW; VENUE; WAIVER OF JURY TRIAL

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. **CITY AND DEVELOPER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF CITY AND DEVELOPER, AND/OR ANY CLAIMS OF INJURY OR DAMAGE.** No legal proceeding arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by City and the Developer, and any other person sought to be joined. Any consent to legal proceedings involving any additional person or persons shall not constitute consent to litigation of any dispute not described therein or with any person not named or described therein.

6.3 NO THIRD PARTY BENEFICIARY RIGHTS

Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

6.4 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.

6.5 AMENDMENT

This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the City and the Developer.

6.6 ASSIGNMENT

Developer was selected by the Las Vegas City Council on the basis of the qualifications unique to the Developer. Developer may assign this Agreement to an entity owned or controlled by the Developer or its affiliates without the written consent from the City. Any other assignment will require the written consent of City. City shall not unreasonably withhold its consent to any such assignment, transfer, or encumbrance of this Agreement.

6.7 BINDING EFFECT

The terms, provisions, covenants, and conditions contained in this Agreement shall apply to, bind and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, and authorized successors and assigns.

6.8 SEVERABILITY

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.

6.9 FURTHER ACTIONS AND INSTRUMENTS

Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party or Escrow Agent at any time, the other party shall promptly execute and file or Record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

6.10 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to this Agreement.

6.11 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.

6.12 PROVISIONS

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

6.13 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.

6.14 INTERESTED PARTY

An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the City or Developer may immediately terminate this Agreement for default or convenience, based on the culpability of the Parties.

6.15 FORCE MAJEURE

In the event timely performance is prevented by an occurrence beyond the control of and without the fault of the party that is required to perform (financial inability excepted), such as, but not limited to, an act of God, the act of war, flood, earthquake, labor dispute, governmental regulations (other than existing applications of existing regulations of which the Parties could reasonably be expected to be aware on the date hereof) or control, pandemic, epidemic, and shortage of materials, the time in which performance is required to occur shall be continued for a reasonable period of time, not less than the number of days the party was delayed by the occurrence. Notwithstanding the foregoing, the occurrence of such events shall not excuse such obligations as this Agreement may otherwise impose on the party to obey, remedy, or avoid such event.

6.16 PUBLIC RECORDS

City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records.

6.17 TIME CALCULATIONS

Any reference to "days" herein shall mean business days, which means any day except Friday (the City is closed on Fridays), Saturday, Sunday and any day which is a legal holiday as defined in NRS 236.015, as it may be amended from time to time. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Friday, Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

6.18 COUNTERPARTS; ELECTRONIC DELIVERY

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any

counterpart to bear the signature of all Parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

6.19 TIME OF ESSENCE

Time is of the essence of each provision hereof.

6.20 EFFECTIVE DATE

This Agreement is effective on the later of the date of execution of this Agreement by City or Developer, each as noted on the signature page hereto ("Effective Date").

6.21 DEVELOPMENT AGREEMENT

The Parties agree that except as provided in the Development Agreement, the Development Agreement will supersede the terms and conditions hereof concerning the Development of the Property; provided, however, that Section 1 of this Agreement shall remain in full force and effect.

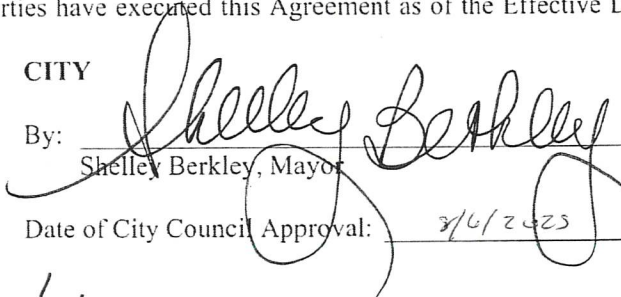
[SIGNATURES TO FOLLOW]

PROPERTY ACQUISITION AGREEMENT
FOR THE UPPER LAS VEGAS WASH
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date as defined herein.

CITY

By:

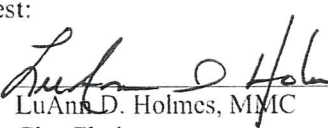

Shelley Berkley, Mayor

Date of City Council Approval:

8/6/2025

Attest:

By:



LuAnn D. Holmes, MMC
City Clerk

Date

8/7/25

Approved as to Form:

By:


Deputy City Attorney

Date

7/28/25

DEVELOPER

By:



Printed Name: Guy Inzalaco

Monument Hills Partners LLC,
Title: Duly Authorized Signatory

Date: 8/6/25

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Mount Diablo Meridian, Nevada

T. 18 S., R. 60 E.,

Sec. 30, lots 17, 19 and lots 21 thru 25; Sec. 31; Sec. 32, lots 7, 8, 9, 11, lots 21 thru 25, lots 28, 31, 36, 38, 39, and 40.

The areas described contains approximately 939.52 acres, according to the official plat of the survey of the said land on file with the BLM.

EXHIBIT B

VISION PLAN

[REFERENCE ATTACHED]

UPPER LAS VEGAS WASH VISION PLAN



PREPARED FOR THE CITY OF LAS VEGAS
SEPTEMBER 2017



R-43-2017
Adopted 09/06/2017



ACKNOWLEDGEMENTS

PREPARED FOR:

THE CITY OF LAS VEGAS
Las Vegas, Nevada

CITY STAFF

TOM PERRIGO, Director of Planning
KAREN DUDDLESTIEN, Deputy Director
NANCY DEANER, Director of Cultural Affairs
ROBERT T. SUMMERFIELD, Planning Section Manager
MIKE HOWE, Senior Planner
DAVE CORNOYER, Planner II
LORENZO MASTINO, Planner I
JORGE MORTEO, Sr. GIS Analyst
MARK HOUSE, GIS Analyst II
PETER JACKSON, Sr. Engineering Associate
VICTOR BOLANOS, Sr. Engineering Associate
CONNIE DISO, Project Engineer
PATRICK SINNOTT, Business Development Manager

CONSULTANT TEAM

DESIGN WORKSHOP, INC.
Planning and Urban Design
South Lake Tahoe, CA

STAKEHOLDERS

Maurica Baca
Alan O'Neill
Manuela Johnson
Eric Benavides
Patrick Watson
Michelle Lieber
Steven Ross
Christine Kramer
John Burpee
Richard Serfas
Johanna Murphy





CONTENTS

INTRODUCTION	1-3
EXISTING CONDITIONS	5-11
PLANNING CONCEPT	13-37
NEXT STEPS	39-41
APPENDIX	01-011





INTRODUCTION

INTRODUCTION

ABOUT THE PROJECT

This plan will provide a conceptual plan document for an undeveloped parcel adjacent to the Upper Las Vegas Wash in Northwestern Las Vegas. The site is shaped by the water flows into the Las Vegas Wash and defined by views to the adjacent mountain ranges and cultural resources. The planning effort outlined in this document explores opportunities for development that will harmoniously incorporate residential, commercial and civic uses while preserving the landscape of the site. The plan is a high level concept to provide for a thriving mixed use village and identify land use that will guide the City to a great project.

PURPOSE AND NEED

Northwest Las Vegas is seeing growth in manufacturing and private sector industry. The City recently annexed 1,800 acres north of the Las Vegas Paiute Indian Reservation and 2,200 acres west of CC 215. Job growth has created a demand for housing in the area that is growing at a stable rate. Northwestern Las Vegas is an ideal location for regional growth due to the scenic natural setting, availability of developable land, and connectivity to transportation and trails.

The project site is currently open space adjacent to the Tule Springs Fossil Beds National Monument, Las Vegas Wash and Paiute Tribal Lands with an existing general plan designation of traditional neighborhood development. Due to the special setting of the site, the City identified a need to approach future development beyond the typical patterns of fringe communities in the West. This document proposes a vision for future development patterns which embraces the adjacent natural edge and will set a precedent for regional planning in Northwestern Las Vegas.



Context Map



PROJECT VISION

DILEMMA

How will future development in this area create a community in a landscape that is both culturally special and environmentally sensitive? The site is at the City's northern edge, a 20 minute drive from the heart of Las Vegas. Previous planning suggests a highly dense plan more appropriate for a central urban area. How can this planning process balance the needs of creating a walkable, mixed use community while protecting the cultural and environmental resources of The Las Vegas Wash, The Paiute Tribe and Tule Springs Fossil Beds National Monument?

THESIS

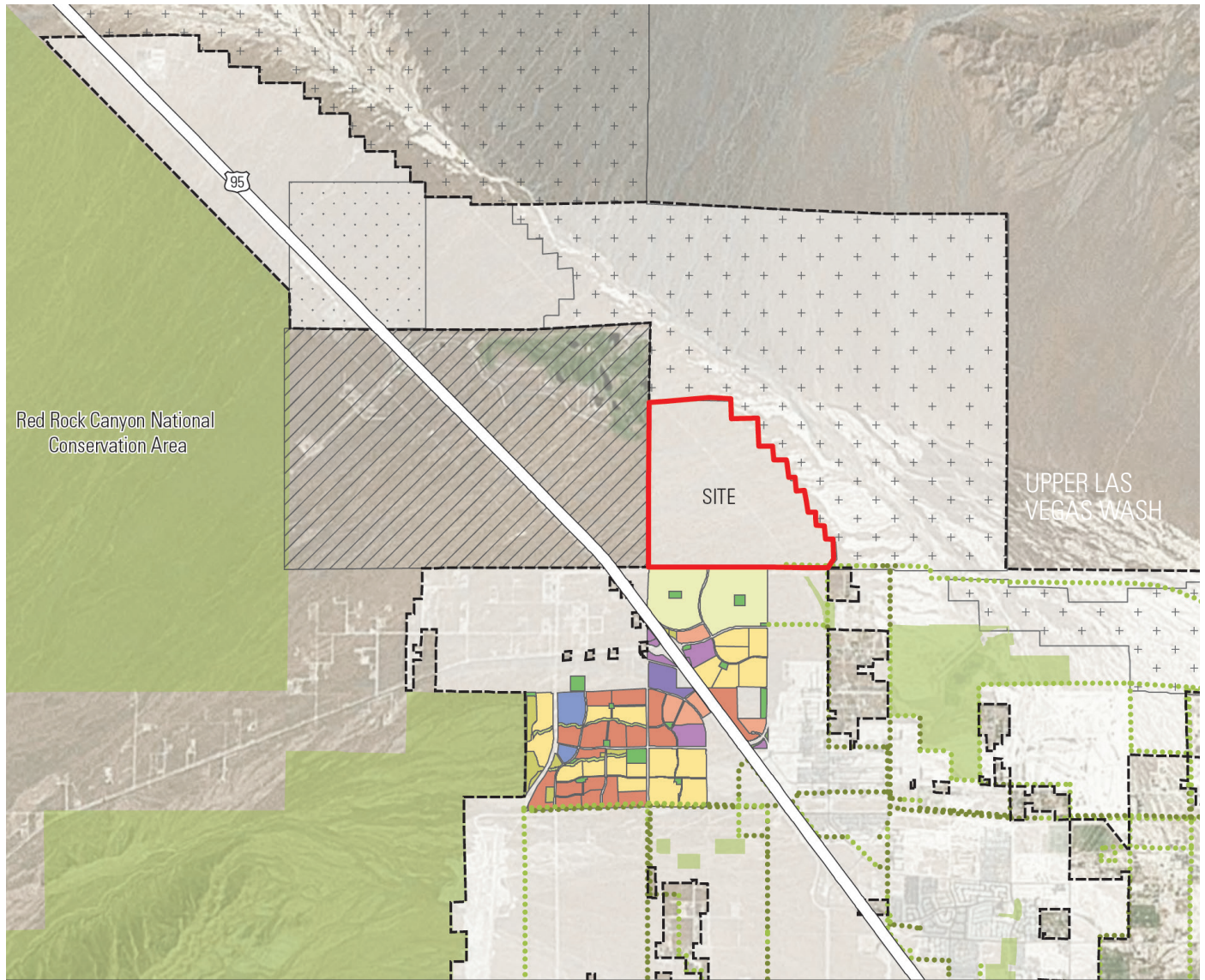
The existing setting will inform the design. The site is characterized by stunning views to the mountains over the Las Vegas Wash and drainage corridors with native landscape, valleys and channels crafted by water flows. The edge of the Wash should be a public amenity to all, connected to development by large open space trail corridors to respect and restore the Las Vegas Wash. Between these corridors are villages of denser, mixed use and walkable development. Development will be organized through a transect; with more dense development along the southern and eastern property lines where there is proposed future development and transitioning to lower density along eastern and northern property lines that border The Las Vegas Wash and Tule Springs Fossil Beds National Monument.

PROJECT OBJECTIVES

The following objectives will help to guide the planning process;

- Develop planning recommendations for the highest and best uses of the site.
- Develop planning recommendations that fit into the broader context of Northwestern Las Vegas.
- Develop planning recommendations that highlights the natural setting through thoughtful planning.
- Develop planning recommendations that support a vibrant, mixed use community to live, work and play.
- Develop a master plan that accommodates a logical phasing for development to occur.

REGIONAL CONTEXT MAP



LEGEND

- | | | | |
|--|--|-------------------------------|-----------------------------------|
| Site boundary | TRANSPORTATION/RECREATION | SKY CANYON LANDUSE | Residential "Low" |
| The City of Las Vegas | Highways | Flood control public facility | Residential "Medium-Low Attached" |
| Tule Springs Fossil Beds National Monument | Trails (approved/under construction) | Arroyo | Residential "Medium-Low" |
| Las Vegas Paiute Property | Trails (existing) | Open space | Residential "Adult-Active" |
| Job Creation Zone | Tule Springs Fossil Beds National Monument | Park and Trail | General Commercial |
| | Parks & Open Space | School | Gaming |



Regional Context Map





EXISTING CONDITIONS

EXISTING CONDITIONS

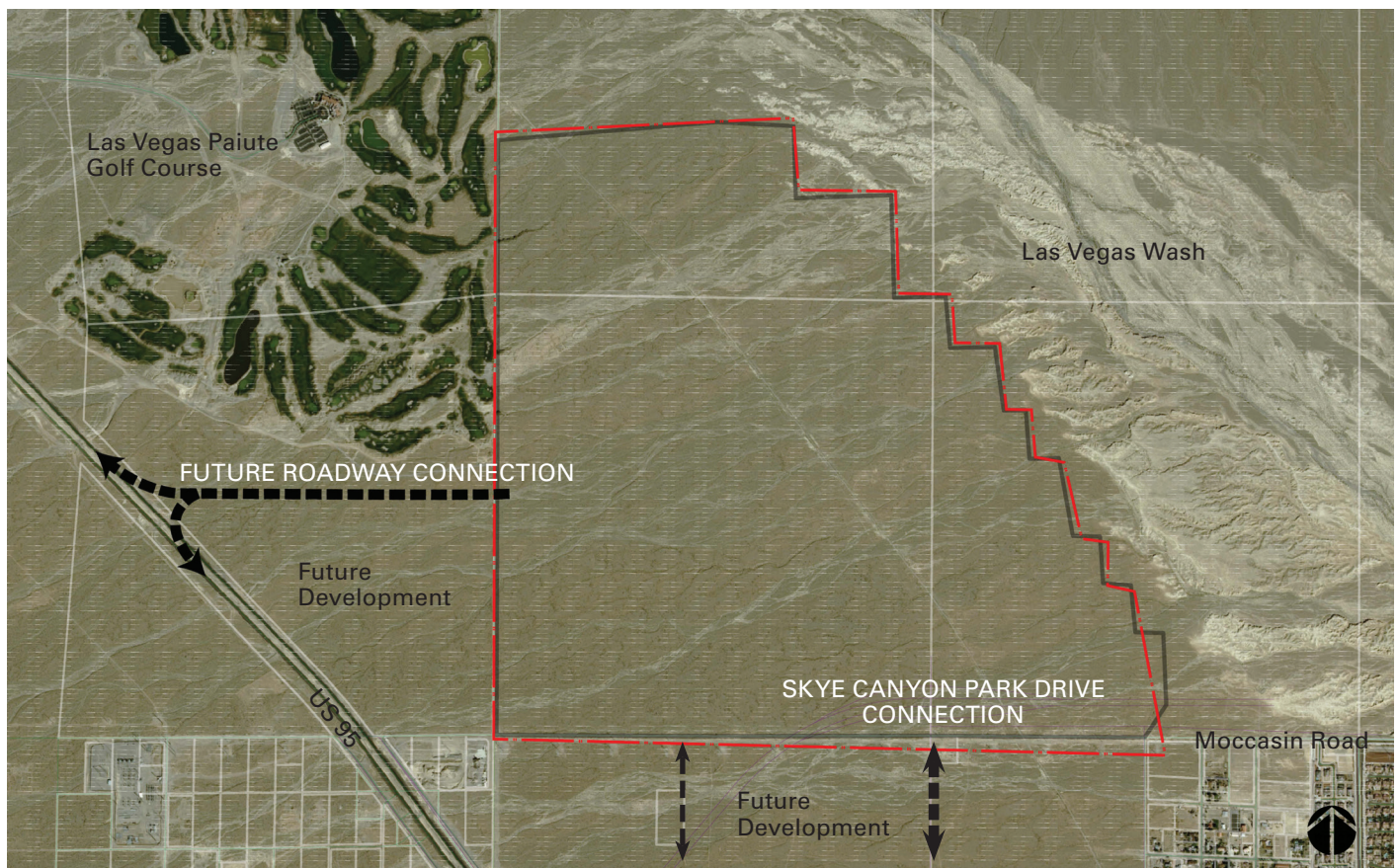
REGIONAL CONTEXT

GROWTH OF NORTHWEST LAS VEGAS

The City of Las Vegas is the largest metropolitan area in the state and is a center for international commerce, urban development and entertainment. It is visited by millions of tourists each year producing a gross metropolitan product of more than \$100 billion. Nevada's jobless rate is lower than it has been in eight years. Las Vegas is seeing sustained growth in residential, office, commercial and retail development.

The Las Vegas Valley has seen significant growth in the last 20 years, more than doubling its population from 1990 to more than 2 million. The City continues sustained growth in population at about 2% per year. These trends, in addition to national trends of people migrating towards cities, suggest a need for continued growth for housing and business in the City.

The project site carries a General Plan Land Use Designation of Traditional Neighborhood Development, with potential land uses to include employment centers and an industrial park. The Las Vegas Paiute Tribe owns the property to the west and is planning to develop this area with access to US-95 that will extend into the property. Current planning for the project site to the south, Skye Canyon, includes an active adult community, traditional residential and commercial. Roadway locations need to be coordinated for access to US-95. Three future school sites are included in the northwest valley including a high school. A future substation or school could be located to the southeast of the project site.



Project Site



SITE IMAGERY



SITE DESCRIPTION

The site is located adjacent to the Paiute Golf Course, Tule Springs Fossil Beds National Monument and The Upper Las Vegas Wash.

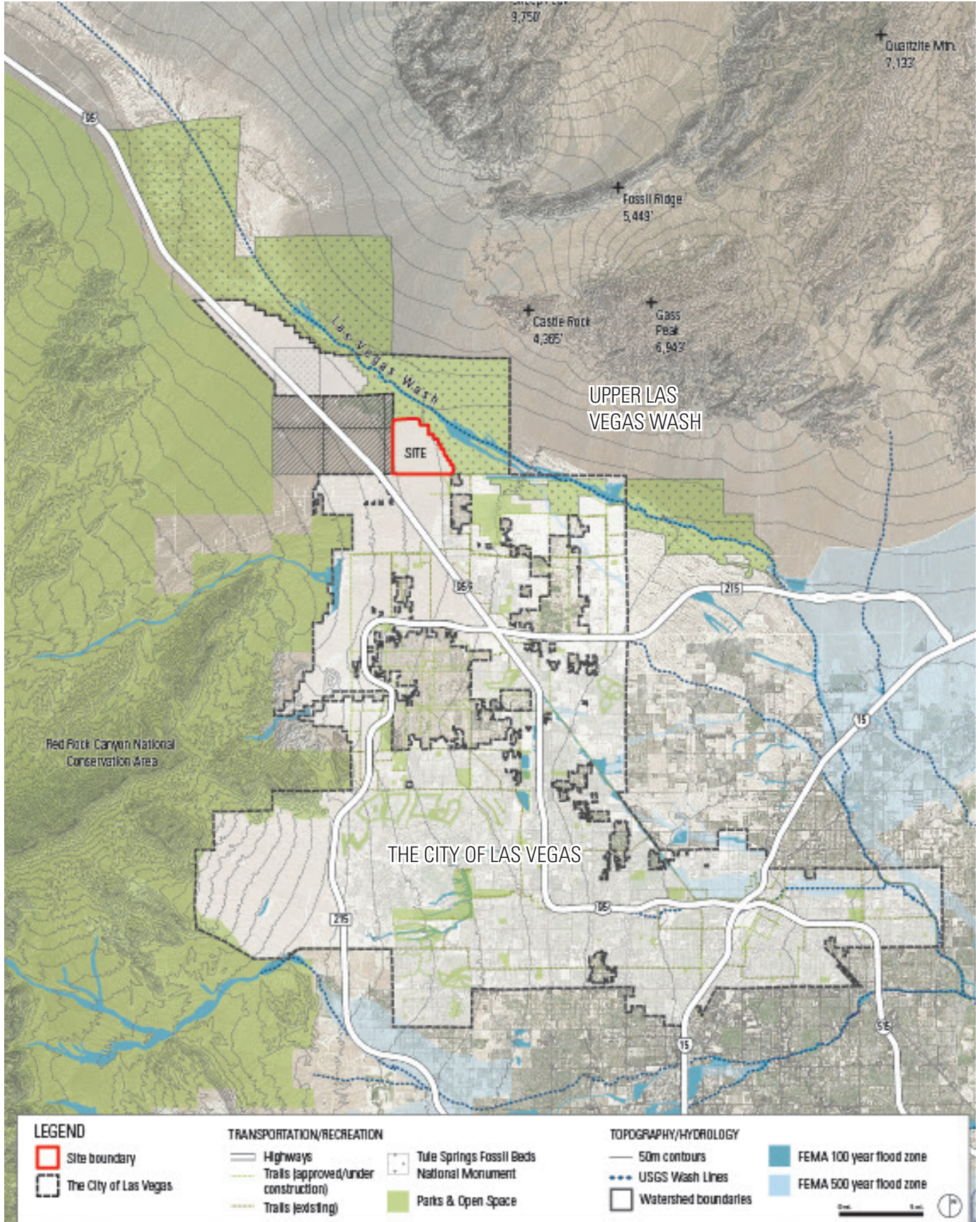
The site is characterized by native desert scrub including creosote, Joshua trees, sagebrush, native desert flora and grasses.

The drainage patterns from the surrounding areas have sculpted the landscape into channels that drain towards the Wash.

Overhead power lines run along the southern edge of the site along Moccasin Road and through the center of the site along the former Tonopah Railway bed.

ATV (all terrain vehicles) tracks can be found throughout the site.

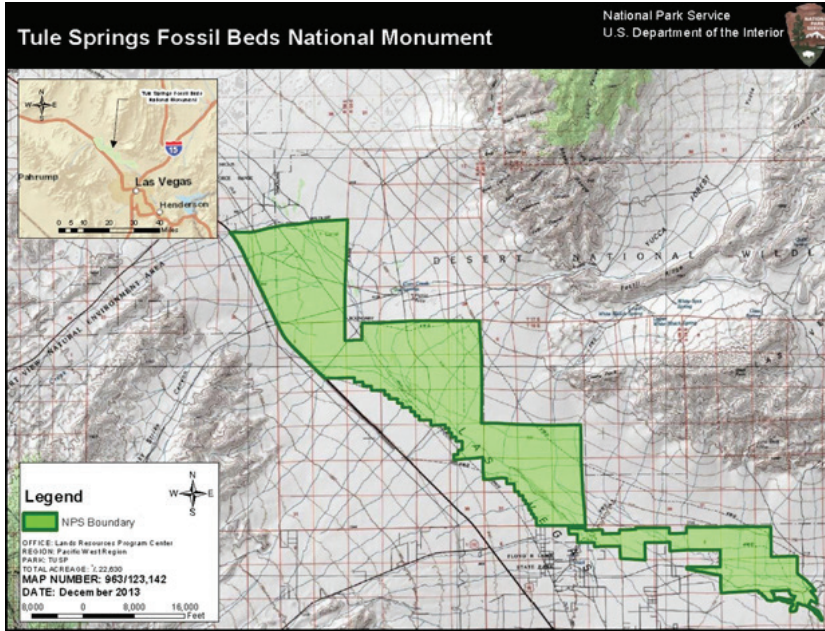
NATURAL FEATURES MAP



Regional Natural Features



REGIONAL INFLUENCES



REGIONAL INFLUENCES

TULE SPRINGS FOSSIL BEDS NATIONAL MONUMENT

Tule Springs Fossil Beds was listed on the National Register of Historic Places in April, 1979 for its importance in understanding paleoenvironments and advances in archeological methods. In 1933, quarry workers discovered a mammoth which led to decades of research for evidence of early humans and ice age animals that has yielded an abundance of large animal fossils such as mammoths, camels, bison, ground sloth and the giant north american lion. Tule Springs Fossil Beds was dedicated as a National Monument in 2014 and stretches 43 miles along the northern edge of the valley. The national monument designation protects the paleontological resources. The land has historically been administered by the BLM, but national designation has shifted the land to the National Parks Service. The Protector of Tule Springs is an engaged citizen advocacy group that manages efforts to care and protect the area.



THE LAS VEGAS WASH AND WATER QUALITY

The Las Vegas Wash is the primary channel through which the excess water in the valley returns to Lake Mead. The water flowing through the Wash consists of urban runoff, shallow groundwater, stormwater and releases from the valley's three water reclamation facilities. Decades ago, the flows of the Wash created more than 2,000 acres of wetlands, but by the 1990s, only about 200 acres of wetlands remained. The dramatic loss of vegetation reduced both the Wash's ability to support wildlife and serve as a natural water filter. The Las Vegas Wash Coordination Committee and its member agencies have taken significant strides toward improving the Las Vegas Wash. Early efforts focused on reducing the channelization of the Wash, reducing erosion and increasing the number of wetlands.



REGIONAL INFLUENCES

FLOYD LAMB PARK AT TULE SPRINGS

Floyd Lamb Park is a 2040-acre park northwest of Las Vegas set into the natural desert with areas of grassy tree covered lawns surrounding four small lakes, picnic areas and scenic paths. Native desert wildlife and vegetation can be found throughout the park as well as geese, ducks, chickens, horses and peacocks. The park contains the historic Tule Springs Ranch and the Nevada Division of Forestry Nursery.

DESERT NATIONAL WILDLIFE REFUGE (DNWR)

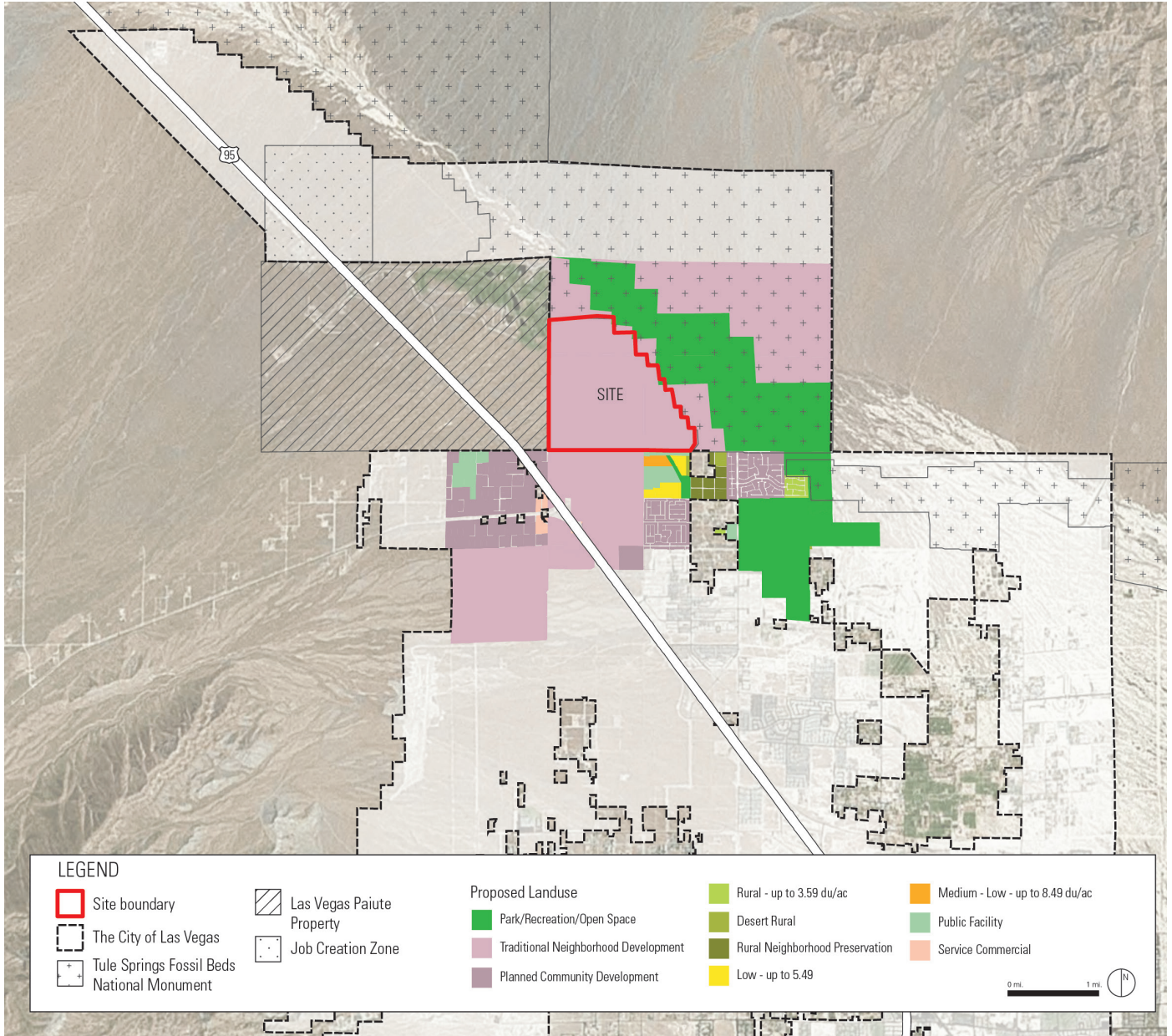
The Desert National Wildlife Refuge is managed by the Department of Fish and Wildlife and is the largest refuge in the continental US, containing over 1.2 million acres. It is home to bighorn sheep, mountain lions and a range of desert plants. In the 1940's the military was granted joint administration of the western half of the refuge.

LAS VEGAS PAIUTE TRIBE

The ancestors of the Paiute occupied the territory encompassing most of southeastern Nevada, parts of California and Utah. The Paiutes developed a culture suited to the arid desert lands. In 1826 as trappers and traders moved westward the US government assumed control of the area. In 1911, the Las Vegas Paiute Colony was deeded 10 acres of ranchland. In 1983 an additional 4,000 acres were deeded to the colony that would be the site of economic development for the tribe northwest of Las Vegas.

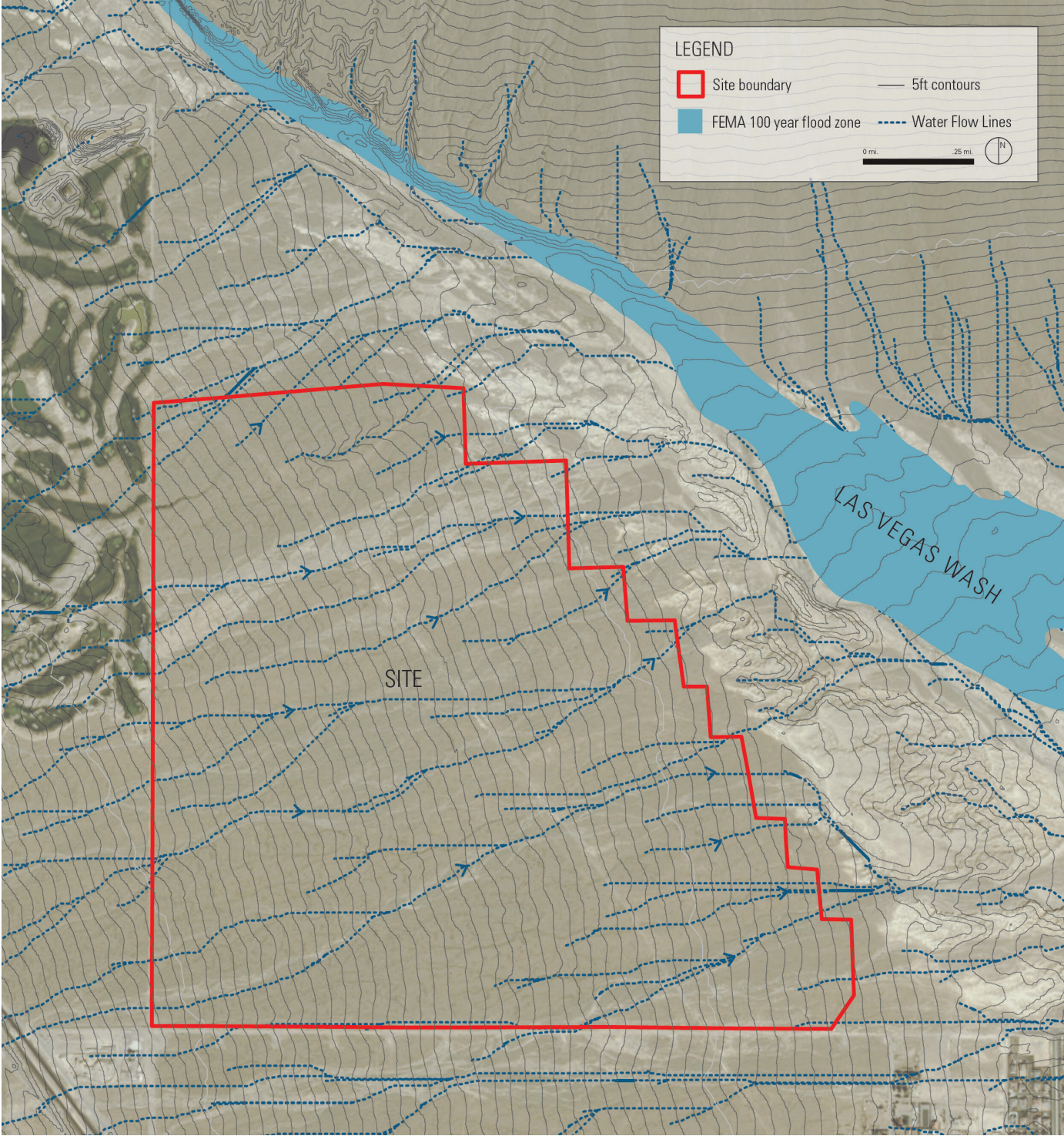


LAND USE



Land Use

SITE TOPOGRAPHY



Site Topography and Drainage Patterns





PLANNING CONCEPT

PLANNING PROCESS



PLANNING PROCESS

This project was organized into five phases, beginning with a project kick off phase where the existing site was explored through inventory and analysis, information gathering from stakeholders and a review of existing documents (Refer to Appendix A). Based on this information, three concepts were developed that were reviewed and commented on from stakeholders (Refer to Appendix B). From these comments a final concept was developed in future detail and shared with the stakeholders for feedback.

PUBLIC PROCESS

The plan will affect a diverse group of government, institutional, private and citizen-based stakeholders. The process engaged members from the Las Vegas Paiute Tribe, Bureau of Land Management (BLM), National Parks Service (NPS), City Government, Protectors of Tule Springs and others as stakeholders in the planning process.

The team met with the stakeholders for a one day worksession that identified strengths and weaknesses of the site, and opportunities and threats of future planning. The team then shared three concepts for land use and circulation on the site. Stakeholders provided comments to the conceptual plans and shared with the group. The comments were incorporated to develop a final plan concept that is further explored in the following pages. A detailed explanation of the concept plans and stakeholder comments can be found in Appendix B.



VISION AND GOALS



The Las Vegas Wash
https://www.lvwash.org/html/important_index.html



Example of Sustainable Desert Architecture
<http://inhabitat.com/tag/desert-architecture/>



Natural Arroyo - Wash
http://www.trekearth.com/gallery/North_America/United_States/West/photo1050477.htm



Colorful Native Desert Landscape
<https://www.discoverdesign.org/projects/tbostic/urban-farming-pocket-park>

GOALS AND OBJECTIVES

SUSTAINABILITY

SENSITIVITY TO HABITATS; TULE SPRINGS AND THE WASH:

The project site is set into a contextually unique location that should be protected or restored as an amenity to the future community. The Las Vegas Wash is an important part of the City of Las Vegas water supply, transporting the valley's excess water and drainage to Lake Mead. Traditionally, The Wash is home to many species of birds, animals and plants that should be protected or rehabilitated with future development in this area. Adjacent to the site is Tule Springs Fossil Beds National monument, exposing layers of archeological history that should be protected. Future collaboration with the NPS could identify trail connections or trailheads to the monument that could link to trails within the community. The proposed future planning allocates over 30% to open space for trails, recreation, drainage and buffering to minimize impacts to sensitive lands and create connections to special places. Between swaths of open spaces area pockets of denser development.

ARCHITECTURAL DESIGN:

The Architectural design should be appropriate for the desert climate by being energy efficient and respectful of the sense of place. Homes should be oriented with the long axis east-west. Shade should be encouraged, including roofs with highly reflective materials, wide overhangs and a wide porch to protect windows. Windows should face north or south since east- and west-facing windows contribute overheating. Heat loss/gain can be reduced with high albedo materials and high R-value windows, doors, walls and floors. On-site renewable energy including geothermal and solar should be incorporated into design of structures and set into a smart grid or as a self-sustaining eco-district. Thermal massing or the appearance through thick walls is encouraged.

WATER MANAGEMENT:

The wetlands along the Wash serve to clean and filter water from urban runoff, groundwater and storm water. As development increases in the north valley, water quality and management will be critical to the livelihood of the Wash ecosystem. Every effort should be made in planning to accommodate water through best management practices, including minimizing runoff though increased groundwater infiltration and directing runoff towards the Wash, slowing the speed of water through vegetated swales rather than directing towards pipes. Landscape should mimic that of the natural setting, using native or adapted plant materials and reduce the demand for high levels of irrigation. The edge of the wash fronting future development should be dedicated to trails and open space to create a public amenity and buffer. Future planning should focus eyes-on- The Wash, with a roadway along the edge and homes facing toward the open space. Drainage areas should be integrated into the plan and designed to serve as open spaces and public amenities.

VISION AND GOALS

ECONOMIC VIABILITY

WALKABILITY; SIDEWALKS, STREETS AND TRAILS:

A key element to the success of an active and vibrant community is to create multimodal and mixed-use villages within the pockets of development that are defined by the open space. Walking and biking are essential to reducing the ecological impact of development through reduced vehicular miles travelled (VMT) as well as increasing public health and the sense of community. Streets should include sidewalks and bikes lanes that are safe, convenient and efficient. Walks and trails should provide connections to retail centers with shops and entertainment options as well as access to small pocket parks and open spaces through a connected greenspace network. To make this successful, retail centers should be within walking distance from homes, with more densely spaced homes and multi-family located closer to the center and less dense residential along the open space corridors. The central and southern village will have a retail component to provide local amenities that minimizes the need to get in the car and drive to a store. Key to the success of walkable communities includes orienting buildings toward the street, including architecture with front porches and recessed garages, retail uses along the street to support public activity, locating parking behind buildings or in garages at village centers and designing complete streets with continuous, clear and comfortable pedestrian access. An extensive open space trail network should pick up where the street stops to provide access to parks and drainage corridor amenities and the Las Vegas Wash open space. The trail system will encourage bicycle mobility for trips outside a ¼ mile walk.

JOB CREATION:

Creating jobs within the community is essential to reducing VMT, increasing walkability and a vibrant and sustainable community. The western portion of the site is planned as a job center business district. Essential to the success of a future business district/ job creation center north of the central core of the City is an understanding of market trends and supply to find the right balance of business, supply of an educated workforce, availability space without an over-supply and affordable rents. Development will need to understand competing businesses districts along the US-95 corridor, the range of goods and services provided and the potential market/trade area for business. Planning of the business district should encourage integrating mixed use and residential development, minimizing super blocks of offices and encouraging connectivity of employees to a variety of uses and services such as restaurants and retail through street connectivity, trails and open space and increased public spaces. Transportation options should be considered to connect locally within the community as well as regionally to bring potential employees from outside the community.



Example of a Walkable Main Street
<https://www.planetizen.com/node/63248>



Example of Trails through Greenspace



Example of a Mixed Use District
Ten Principles for Reinventing America's Suburban Business Districts



Example of Office connected to uses and services
Ten Principles for Reinventing America's Suburban Business Districts



ILLUSTRATIVE PLAN

ILLUSTRATIVE PLAN

The vision of the future planning for the project area is based on creating three villages separated by large drainage and open space corridors based on the existing water flows on site. Development transitions in density from east to west and north to south across the site with the highest density uses on the south and western edges in proximity to planned future development and the least dense areas to the east and north adjacent to natural open spaces.



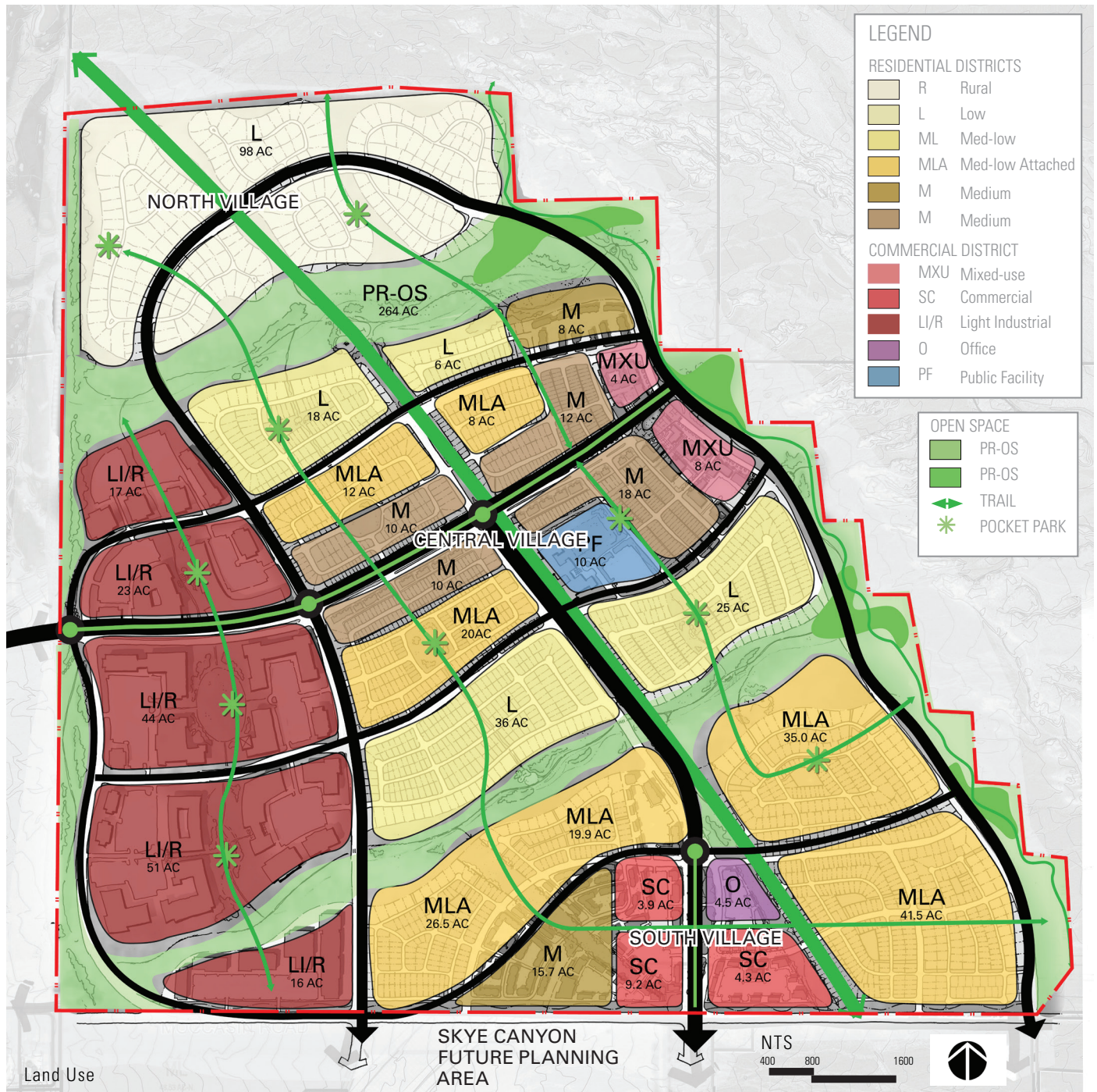
Illustrative Plan

LAND USE PLAN

LAND USE

Development is organized into three villages. The north village includes large equestrian estate lots adjacent to The Las Vegas Paiute Golf Resort and natural open spaces. The central and south villages incorporate a mix of residential types and densities centered around a retail center with business park uses to the west providing jobs for residents.

The south and central villages will each have a retail component and business district. The village adjacent to Moccasin Road will focus on a larger community commercial retail and the central village will focus on neighborhood commercial retail and office. The village to the north will consist mainly of large lot residential and will not have a commercial or employment base.



URBAN DESIGN



Green Space between buildings



Business District with connective open space



Commercial Center walkable streetscape



Walkable and bikeable neighborhood streets

URBAN DESIGN

The design of the community should not follow the typical suburban model, but look to think beyond to develop a community where buildings, streets and open space work together to create a walkable, livable and vibrant place to live. Design should follow that of a 20-minute neighborhood, where a variety of housing types are within a 15-20 minute walk or bike ride to services such as stores, restaurants, grocery, doctors, parks, community centers, day cares, libraries and public transit.

BUSINESS PARK:

Future business park planning should encourage buildings that interact with one another and to the street. The spaces between buildings should prioritize green space rather than parking. Planning should encourage regional transit connections and parking should be centralized in garages or utilize shared parking scenarios. The following are strategies to create successful business districts:

- Buildings should be designed with a sense of scale to the streetscape and pedestrian spaces. Larger buildings should be broken up to minimize mass. Building materials should relate to scale and texture appropriate to the Las Vegas climate.
- Entrances and street level floors should be distinct should be visible from the street and pedestrian friendly.
- Public space should be integrated to the building to allow rest space and outdoor access for employees. Spaces should be connected through a network of sidewalks and paths within the district and community wide.
- The entire district should look at systems at different scales to identify opportunities to optimize energy, water and water at the building scale. Alternative energies such as solar, green walls, geothermal, low impact development infrastructure concepts should be looked at on a district-wide basis, not at the individual building level.

COMMERCIAL:

Commercial areas should provide a mix of uses and buildings should relate to one another with a walkable streetscape. A range of commercial uses should be provided from a grocery store, restaurants and shops, small office and local amenities such as yoga, laundry, day care and other neighborhood uses. The following are strategies to create successful commercial districts:

- Public spaces should be places for people including streets and plazas. Spaces should be connected to easily navigate.
- Buildings should interface with the public realm, not oriented to allow for the maximum number of proximity of parking. Parking should be encouraged at the back of buildings. Park once strategies should be developed to encourage people to walk from store to store.
- Entrances should face and be visible from the street, with architecture that is human scaled and setback from the

URBAN DESIGN

sidewalk. Windows should be at street level, no blank walls.

- A mix of uses is encouraged along the street to encourage activity, with ground floor retail and second story office or residential.

RESIDENTIAL:

Residential neighborhoods should encourage buildings that front onto the street, front porches and recessed garages to encourage neighbors that meet and engage with one another. The following are strategies to create successful residential neighborhoods:

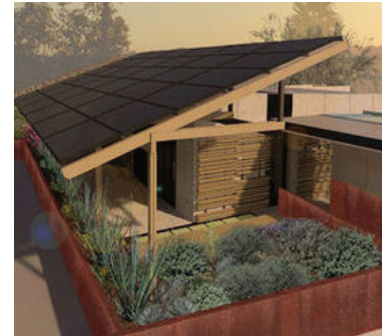
- Design streets to create a sense of community. Detached sidewalks create sense of safety for the pedestrian. Narrower streets encourage slower traffic, as well as traffic calming devices.
- Homes with doors that face the street and recessed garages encourages neighbors to meet and greet one another.
- Smaller lots, alley loaded lots, townhomes and other residential typologies provide a range of housing alternatives for a diverse community and should be integrated into the urban fabric.
- Architectural styles should be varied along the street, not a single home style replicated and flipped. The master developer could sell a mix of lots within a neighborhood rather than a superpad to provide a diversity of housing styles.
- Design guidelines, an architectural review committee and homeowners association could provide oversight and management to ensure cohesiveness within the villages.



Business Building Sustainable Architecture Example



Commercial Center Mixed Use Architecture Example

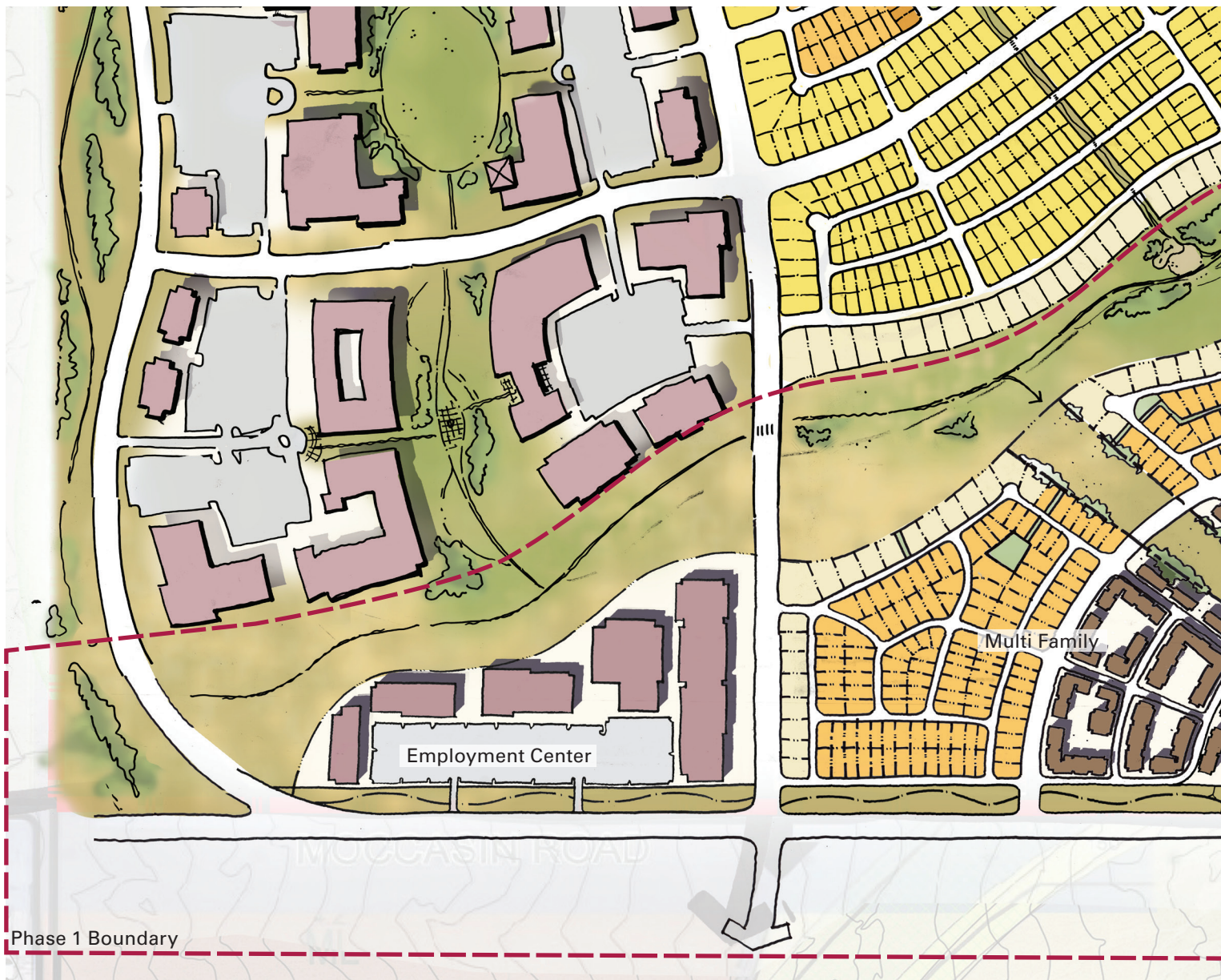


Residential Sustainable Architecture Example

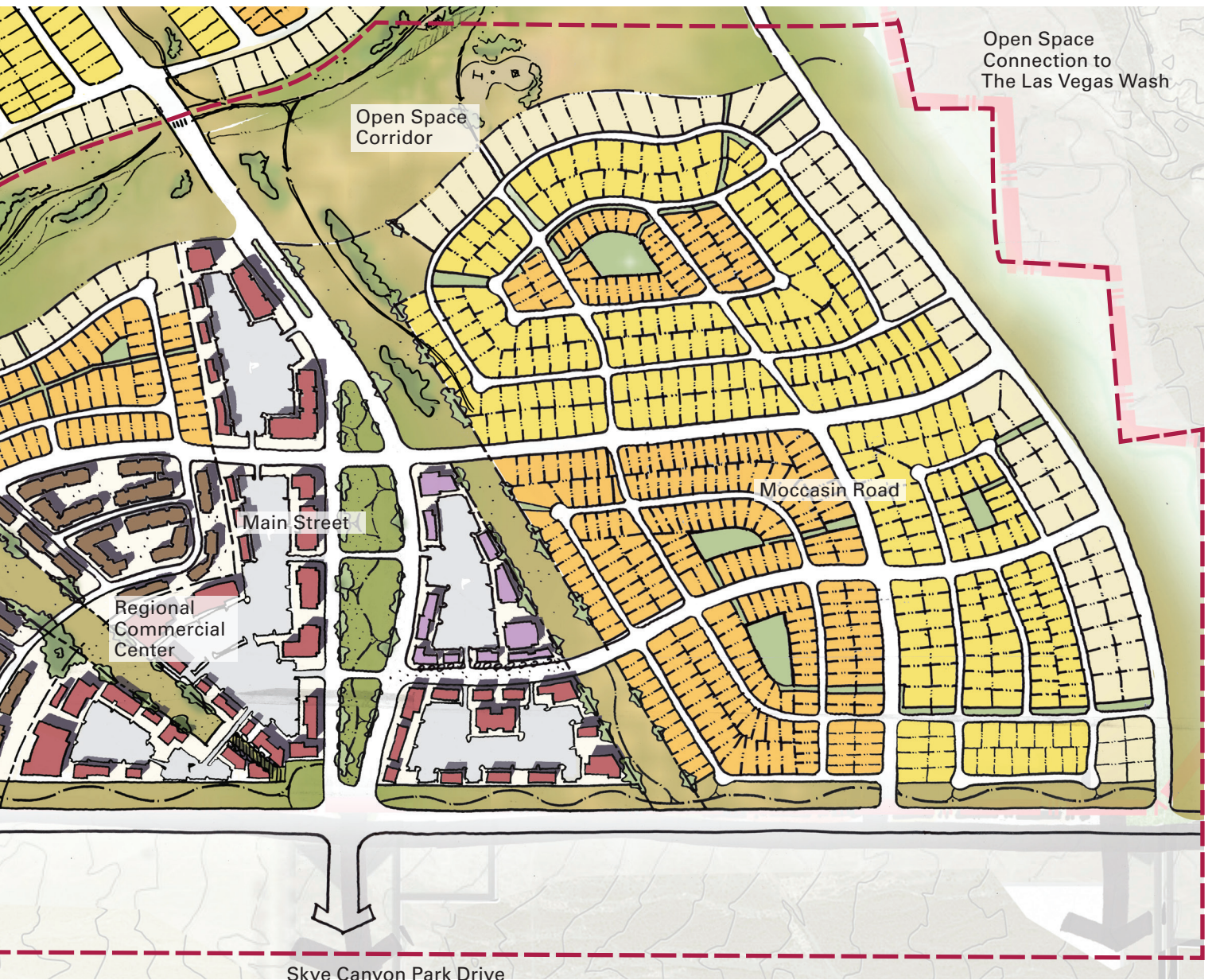


PHASE 1 - SOUTH VILLAGE ENLARGEMENT

Based on market trends the first phase of development for the site would be the South Village. Future development at Skye Canyon would provide access from the existing road along Skye Canyon Park Drive. The following illustrative enlargement tests the land use principles outlined by the vision and goals.



PHASE 1- SOUTH VILLAGE FUTURE PLANNING EXHIBIT



CHARACTER IMAGERY



Regional Commercial



Pedestrian Oriented Design



Active Street Frontages



Regional Commercial Center



Regional Center



Business Center



Office

CHARACTER IMAGERY



Row Townhomes along Boulevard



Town Center



Linear Trail Connections



Central Boulevard



Spaces to Gather



Greenway Connections to Retail



CIRCULATION

CIRCULATION

Spanning between the villages at the center of the site, the primary arterial parkway will access the site from a future road to the west and Skye Canyon Park Drive to the south, converging at the center of the site with a central roundabout. This parkway will be characterized by a central median and large ROW with divided walks and trails.

A secondary collector loop will access the business district. This road accesses the future business park and will have a higher roadway capacity for business related transit such as deliveries and public transit lines.

The local collector road will connect neighborhoods and internal local streets to the primary arteria and will run adjacent to The Wash. This road will prioritize complete streets, with separated bike lanes, wide sidewalks separated from the street with a landscape buffer and traffic calming elements such as bump outs and high visibility crosswalks.

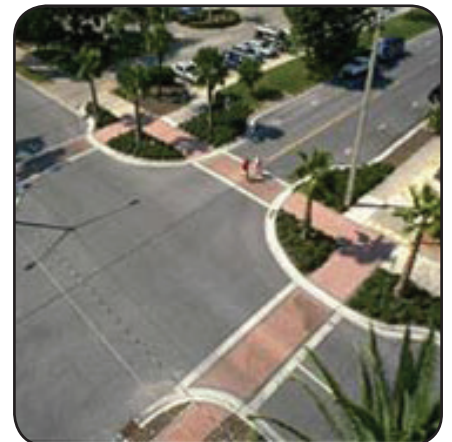
Future planning should identify a traffic consultant to preform a traffic analysis to determine roadway capacity, intersection levels of service (LOS) and potential vehicular miles travelled (VMT) based on potential future retail and business elements.



Town Center



Bike Lane



Bulb outs/Bump outs



Parkway



Parkway

CIRCULATION

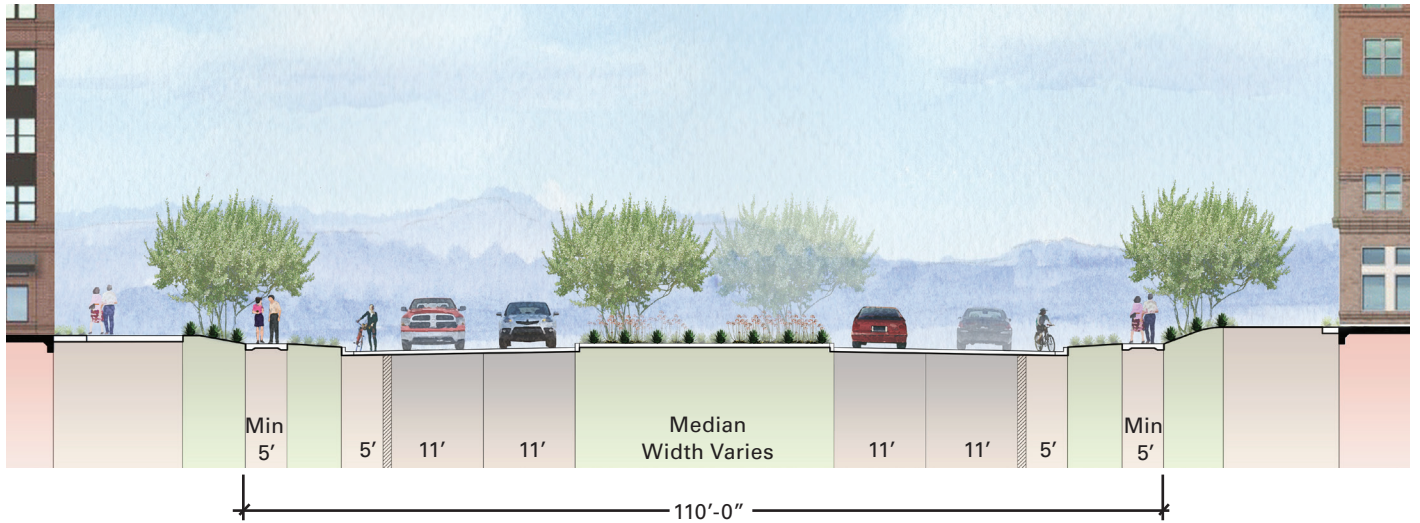


NTS

400 800 1600

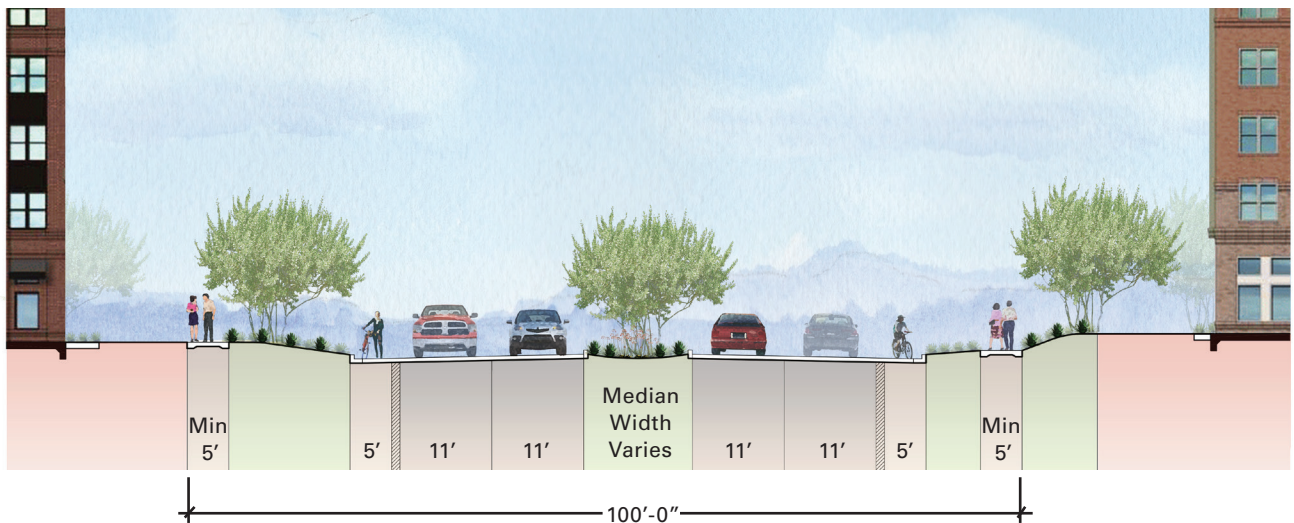


CIRCULATION



COMMERCIAL PARKWAY

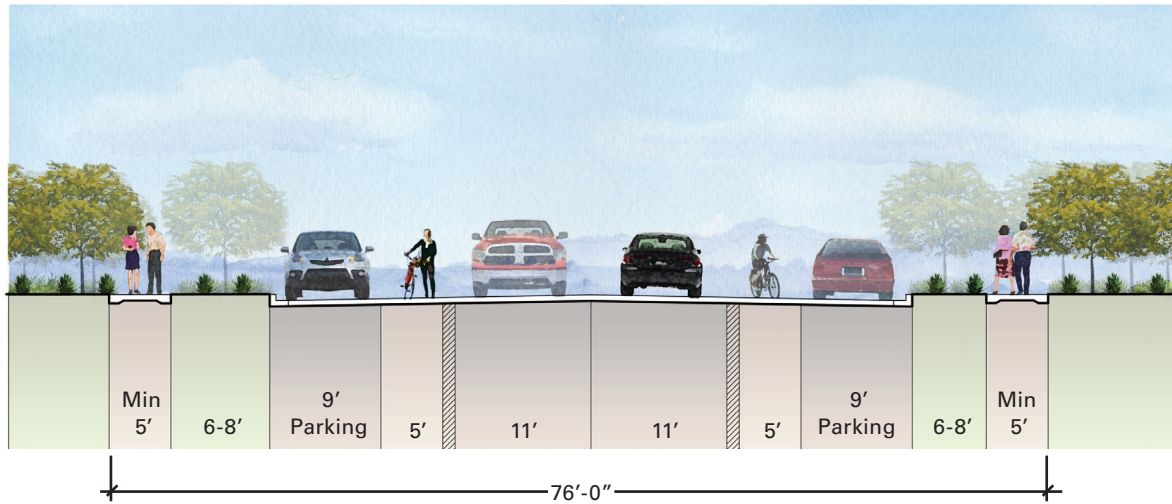
- 110' ROW
- 4 Lanes- divided with central median
- 5' On Street Bike Lane
- Detached meandering trail, berming and grading, native landscape
- Homes will not face onto the roadway, provide buffer to rear of homes
- No on street parking



COMMERCIAL COLLECTOR

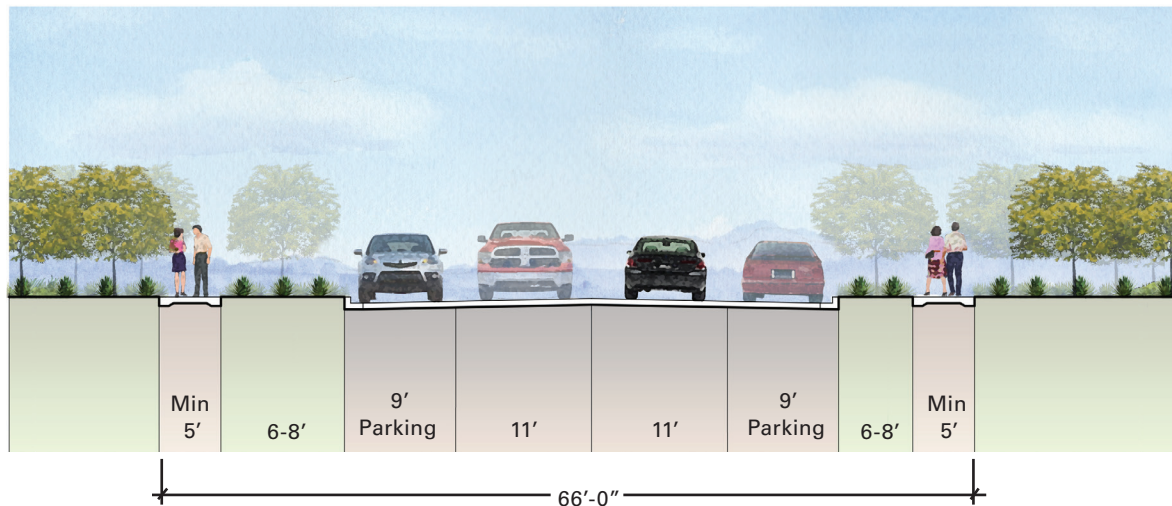
- 100' ROW
- 4 Lanes with one central left turn lane
- 5' On Street Bike Lane
- Detached meandering trail, berming and grading, native landscape
- Homes will not face onto the roadway, commercial buildings are encouraged to face the roadway
- No on street parking

CIRCULATION



LOCAL COLLECTOR STREET

- 76' ROW
- 2 Lanes
- 5' Protected Bike Lane
- Detached sidewalk with 6-8' landscape planting buffer
- Homes facing the roadway is encouraged
- On street parking permitted
- Traffic calming element such as bump outs are required



INTERNAL LOCAL STREET

- 66' ROW
- 2 Lanes
- Sharrow Bike Lane
- Detached sidewalk with planting buffer
- Homes facing the roadway is encouraged
- On street parking permitted



CIRCULATION



TRAILS, WALKS AND BIKE LANES

Streets are vital to livable, attractive communities and should be designed to provide safe and easy access for everyone; vehicles, bikes and pedestrians of all ages and mobility. To promote walkability, future planning should incorporate multimodal design strategies for complete streets. The following are strategies to create successful multimodal streets and trails:

- Traffic Calming- A well designed street balances the need for vehicular flow with businesses, pedestrians and bicyclists. Traffic calming features will improve driver awareness to the roadside environment, improve business visibility/access and improve safety for all modes of travel.
 - » Street and Pavement Narrowing- There is a relationship between street width and driving speeds. Types of street narrowing include; Chicanes, Pinch Points, and Bulb outs.
 - » Bulb outs/Curb extensions- Narrow the overall width of roadway and provide a visual marker to vehicles to slow down.
 - » Corner Enhancements- Enhancements at corners increase the visibility of pedestrians as well as lessening the distance to cross a roadway. Tighter turning radii correlates to slower turning movement.
- Intersection- Intersections should be compact and well-timed. Intersections are shared spaces. Clear views should be maintained. Corner radii should be narrow, with an ideal radius of 15' in urban settings, however, delivery and fire access for large truck movements should also be considered.
- Crosswalks- Crosswalks should be at all crossings of arterial and collector roads to promote pedestrian connectivity. All four sides of each intersection should incorporate crosswalks with high-visibility, reflective materials and should be at grade with ADA compliant ramps.
- Signage and Signals- Signal timing should be appropriate and visible. Signage creates legibility and understanding of the pedestrian, bike and vehicular space. Pedestrian Signal timing should create a legible crossing environment and should include countdowns. In addition, vehicular signal timing can have a significant impact on both vehicular and pedestrian experience.
- Bike Trails, Protected Bike Lanes, Bike Lanes and Sharrows- Bikes should be provided a safe space that is visible to vehicles and pedestrians to minimize conflicts in the roadway. Higher traffic roads should provide a trail or protected bike lane. Collector roads should have a on-street dedicated bike lane and local streets should be noted with markings for sharrows. Intersections at arterials and collectors should have green painted bike boxes and other methods to increase bike visibility.
- Sidewalks- Sidewalks should be detached to buffer pedestrians from vehicular traffic. Intersections should be designed to increase pedestrian visibility and safety.

CIRCULATION

LOW IMPACT DEVELOPMENT

Low impact development is a set of strategies used to manage stormwater runoff by emphasizing conservation and natural features to protect water quality. The following are strategies to create successful water management:

- **Permeable Paving** – An alternative to standard paving that reduces stormwater runoff by increasing infiltration into the ground. Water is temporarily stored in a rock base before being absorbed into the soil or discarded through subdrains.
- **Bio Retention**- Combines stormwater runoff with landscaping area to collect, filter and infiltrate runoff from roofs, streets and sidewalks to reduce pollutants and mirror the infiltration techniques of natural systems. Soil traps pollutants and plants uptake pollutants as water percolates through the system.
- **Bio- Swales**- Swales are narrow depressions that collect and convey stormwater to improve water quality through removal of sediments and reducing runoff volumes. Typically, bio-swales include a subsurface infiltration trench below amended soil.
- **Vegetated Gutters**- Vegetated, or green gutters are typically narrower than 3' wide and capture, slow and filter stormwater along the street edge with little or no water retention.
- **Channels and Runnels**- Concrete or stone lined paths to convey water to that reduce the need for buried storm drains or allow water to reach a desired location for additional treatments.
- **Infiltration and Soakage Trench**- Infiltration trenches are 2-5' deep subsurface facilities with sand or coarse drain rock that allows on-site stormwater detention by collecting and recharging stormwater to the ground.
- **Infiltration Boardwalks**- Segments of the sidewalks can be constructed with boardwalks to provide pedestrian thoroughways over planted drainage rock or amended soils in a trench that allow stormwater to pass beneath the walking surface.



Rain Garden



Bio-swales



Pervious Paving



Flow Through Planters



OPEN SPACE

OPEN SPACE AND TRAILS

Connecting to nature and restoration of habitat along Las Vegas Wash and through large open space corridors is one of the driving organizational elements of the plan. Two main swaths of open space running east to west and dividing the villages will offer drainage arroyos collecting all the stormwater to the Wash as well as a trails system with pocket parks, seating areas, interpretive areas and restored native areas. These corridors will be a unique visual element of the community as well as a recreational amenity to provide multi-use equestrian trails. Within these corridors will be internal hard surface and soft surface trails for biking and hiking, shaded rest areas as an oasis, natural play areas and programmed playgrounds, interpretive areas and other unique elements to bring the community together and connect to the outdoors. From north to south runs the Rail Trail Linear Park adjacent to the Central Parkway and parallels the Las Vegas Wash Linear Park and multi use equestrian trail running adjacent to the eastern open space. These linear parks will provide more formal recreational facilities as well as connection the drainage corridors, neighborhoods and retail centers.

Within the villages, each neighborhood should have small pocket parks which connect with greenway trails to the open space corridors so that there is a network of connected open spaces from each home to the Las Vegas Wash. This system will also connect to the walkable streets and roadways to provide access to other community amenities such as retail centers, schools and office/business space to promote alternative modes of transit.

Future planning should coordinate with BLM and NPS to create trailheads along the Las Vegas Wash and at the north property to Tule Springs National Monument to allow the community to connect to these natural resources directly from the community trails as well as attract regional residents to these public amenities.



Trails



Open Space Park



Open Space Corridor



Section A: Open Space Corridor

OPEN SPACE



OPEN SPACE



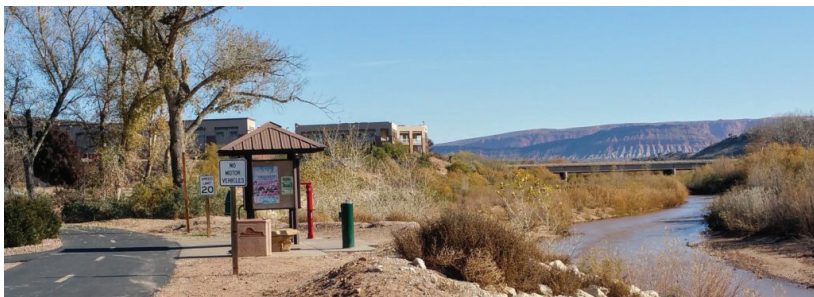
OPEN SPACE CORRIDOR AND PARKS

The open space corridors will serve as an amenity to the community as well as provide a location for water quality improvements and habitat restoration. The following are strategies to create successful open spaces:

- **Recreation-** The open space corridors provide a recreational amenity for the entire community. Within the corridors, trails and active spaces create places for community gathering and interaction. A variety of trails, from asphalt multi use paths to equestrian and informal soft surface hiking paths should be incorporated. Parks, gardens and shaded picnic areas should be designed into the network of trails.
- **Interpretive-** The unique history of the site and surrounding environment should be extracted and designed into the open spaces. Interpretive nodes along trails could direct to mountain views, tell the story of the Las Vegas Wash and the role of water in the area and exhibit replicas of fossils from Tule Springs as ways to connect to the unique sense of place.
- **Habitat Restoration-** The existing drainage corridors from water runoff to the Wash have a unique character that will be changed as development realigns existing waterways. The opportunity exists to create wetlands, ponding and other natural features of the Wash along the drainages that restore vegetation and attract birds and animals. Every effort should be made to design these corridors based on natural processes to bring the natural environment into the community and create a connection to nature.



Recreational Opportunities along Trail Corridors



Interpretive Opportunities along Trail Corridors



Habitat Restoration along Trail Corridors

OPEN SPACE

RETAIL CENTER AND PUBLIC SPACES

Retail centers should have high levels of pedestrian activities and yield priority to pedestrians and bicyclists, not the automobile, where sidewalks as plazas are part of the public realm. Public Spaces and a quality street will attract quality retail. The following are strategies to create successful retail public space:

- Plazas- Plazas are a permanent square, market or open space within an urban center for flexible uses ranging from large event gatherings to passive seating.
- Great places contribute to health and happiness of the community. Key to the success of vibrant and active streetscape is the opportunity to incorporate cafe seating and restaurant seating outside the building along the street edge. For restaurant and bars, this requires a barrier between the restaurant zone and public realm. Collaboration between business owners and the City is crucial for proper regulation, permitting and clearances. Consideration should be given to the seating location, orientation and exposure, density of seating and method of separation.
- Flexible Use Spaces- Loosely defined, these spaces can accommodate a variety of intended uses. Flexible use spaces can also occur by activating under-utilized spaces such as along building edges, in alleys and along corners by providing the opportunity for programming including seating, art and other street elements.
- Sculptural Seating/Interactive Art- Art along the streetscape can also be an opportunity to incorporate seating or play along the street by providing visual interest and engagement. Artistic elements will create an identity and character for the area.
- Overhead Lighting- Overhead lighting, located appropriately can provide visual scale, increased safety and ambiance at key locations along the streetscape. Considerations should be given to the impact to the building facade.



Urban Spaces: Parklets



Urban Spaces: Cafe Seating



Human Comfort: Shade



Overhead Lighting, Larimer Square, Denver, CO

OPEN SPACE

Drainage Arroyo Activities



Interpretive Area



Picnic shelter



Trellis shaded area



Smaller space to gather



Bird watching



Inviting wildlife boxes and native vegetation



Interactive sculpture



Sculpture to discover

Trail Corridor Activities



Playing on rocks



Hammock stations



Interactive Natural Elements



Equestrian Trails



Mile markers



Fitness Elements



Active Play Features



Multi Use Trails

OPEN SPACE

PARKS AND RECREATIONAL AMENITIES

The parks and recreational elements are essential to creating a healthy and active community. Parks and open spaces are the places where neighbors meet, gather, play and rest. Amenities should respond to the natural environment, be context sensitive as well as provide formal and informal activities for the residents. The following are suggestions for recreational activities:

- Drainage/Arroyo Corridors- The drainage corridors that divide the villages and run along the Wash to the east should be natural/native in character. A system of trails including multi-use paths and soft surface trails should interweave and connect to the neighborhoods. Amenities along the corridor should provide spaces to rest, observe and learn about the native Las Vegas landscape.
- Trail Corridors- The trail corridors will connect neighborhoods and retail centers to larger open spaces and parks. These should incorporate multi-use equestrian trails which include walking and biking, with designated bike and pedestrian lanes. These corridors will be the connective tissue, linking amenities and destinations to residential areas. Amenities along the trails should include places to rest, explore and smaller pockets of recreational activities.
- Parks- Parks will be central to the neighborhoods, easily accessed from homes and businesses and located along trail corridors. Amenities in parks could range from passive to active and should provide for a multitude of activity, engagement and interaction.

Parks Activities



Outdoor space for concerts and movies



Lawn areas for sports



Play stations



Interactive play



Bike course



Dog parks



Rock Climbing



Informal play



LANDSCAPE

NATIVE PLANTING

DESERT SCRUB HABITAT:

This is the predominant landscape on the existing site and is common in areas of less than 4 inches of rain per year. Plants and animals need to be very resilient. Common planting includes:

- Creosote Bush
- White Bursage
- Desert Sienna
- Desert Globemallow

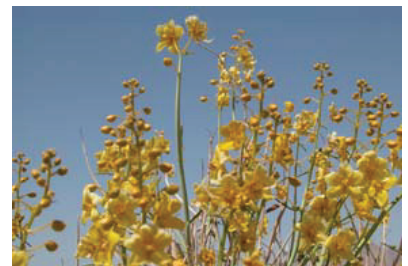
DESERT WASH HABITAT:

The desert landscape is bisected by drainages that provide unique habitats. The runoff provides moisture to sustain a variety of plants. Common planting includes;

- Desert Willow
- Catclaw Acacia
- Mesquite
- Willows
- Saltgrass
- Salt Bush
- Salt Heliotrope



Desert Scrub



Desert Wash



LANDSCAPE



Colorful Desert Perennials



ADAPTIVE PLANTING

Planting in areas with little irrigation or no irrigation (xeric) will be used throughout the community. Common planting includes:

PERENNIAL

- Globe Mallow
- Desert Marigold
- Lantana
- Daminita Daisy
- Mexican Blue Sage
- Silver Ranger

GRASSES

- Deer Grass
- Bear Grass

SHRUBS

- Creosote Bush
- Desert carpet Acacia
- Prostate Indigo Bush
- Brittle Brush
- Baja Fairy Duster
- Texas Ranger Hybrids
- Apache Plume
- Woolly Butterfly Bush
- Cassia

TREES

- Palo Verde
- Acacia
- Texas Olive
- Texas Redbud
- Desert Willow
- Coolibah Eucalyptua
- Arizona Ash
- Pistache
- Honey Mesquite
- Allee Elm
- Chaste Tree

SUCCULENTS

- Yucca hybrids
- Agave hybrids
- Barrel Cactus (Red Barrel)
- Thornless Sotol
- Desert Spoon



NEXT STEPS

RECOMMENDATIONS

Current planning from the Economic and Urban Development department encourages business park and industrial uses within the project area. Based on this study and the planning within this document, a vision has been presented for increasing the value of the land and providing a special community adjacent to the areas cultural and natural resources.

Benefits to approaching this project as non-traditional development include;

- Reduction of infrastructure costs.
- Protection of cultural, natural and paleontological resources.
- A catalyst project that can represent the future of edge development in Las Vegas.

MARKET STUDY

The concepts in this document should be assessed for market feasibility to develop an understanding of how much business park, multi-family, retail and residential growth could be expected in north Las Vegas.

STAKEHOLDERS

As concepts progress stakeholders should continue to be engaged. Specifically the Paiute Tribes, Clark County School District and The Las Vegas Wash Coordination Committee should continue to offer support for the plan area.



PHASING

PHASING

Phasing will be market dependent. Phasing will begin at the current roadway connection to the site at Moccasin Road and Skye Canyon Park Drive and continue to develop to the north. Phase 1 will incorporate all elements of the market including business park, retail, office, multifamily and single family homes to provide a precedent for phase 2. Phase 3 will be developed based on roadway access and market factors for larger lot estate homes.

Portions of this plan are dependent on phasing, market factors and future development including;

Skye Canyon

- Future planning for Skye Canyon will provide a housing base for the proposed retail, office and business park. Roadway connections are also dependent upon final planning and construction. It is assumed that development at Skye Canyon will begin to develop prior to future development of Phase 1 of the proposed project.

Paiute Tribal Lands (West)

- The tribal lands to the west are projected to be developed as regional commercial/ regional business park. This development will provide access to the project from the west and access onto US-95. Development of the business park is dependent on future development and roadway access on the adjacent land.

Future School Site

- A potential school site could be developed on the parcel to the southeast of the site. The future development of a school here may eliminate the need for a school site in Phase 2 or reduce the size of school site needed to serve the development.

NEXT STEPS

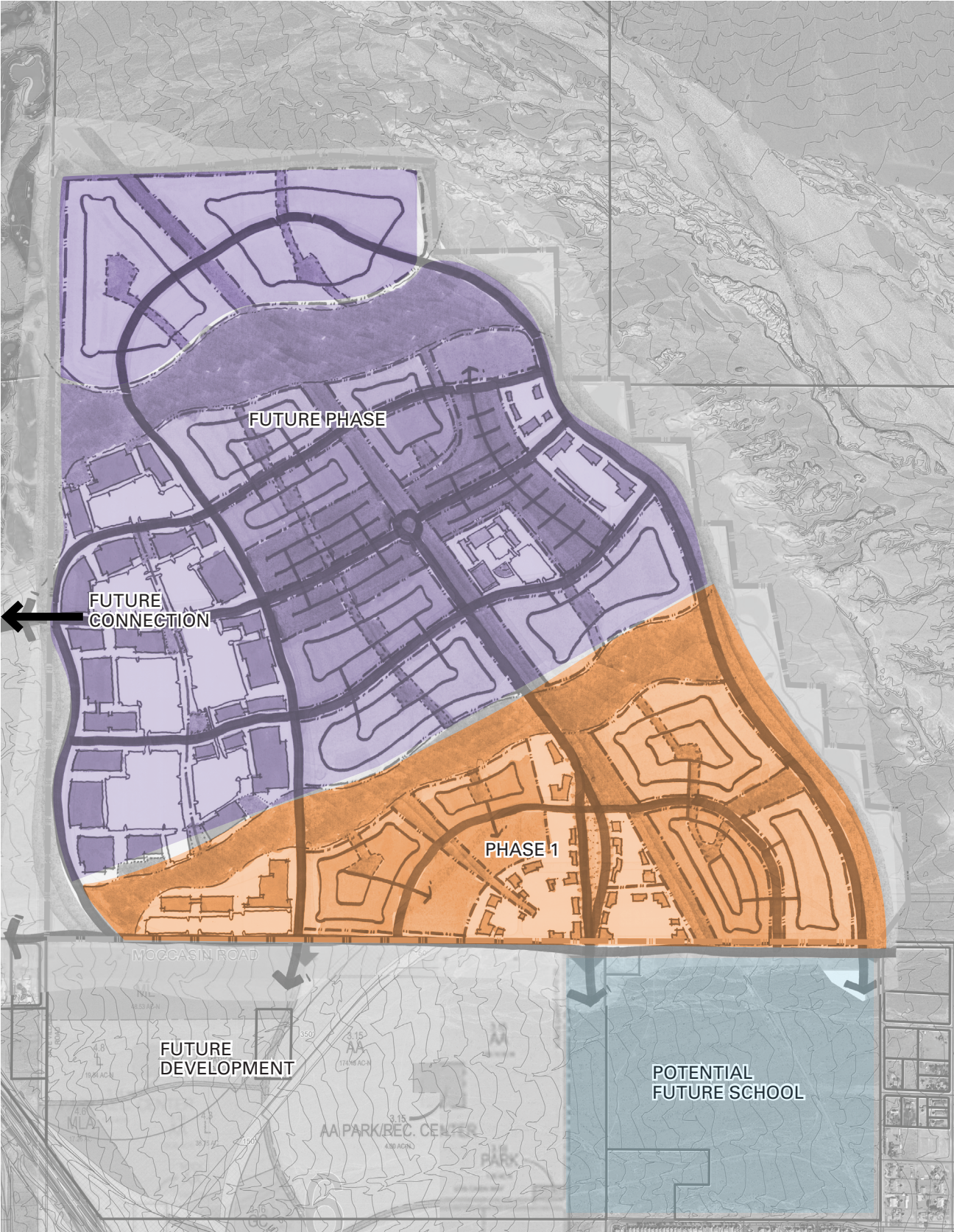
A range of opportunities exist to progress the vision presented in this document including;

- Refine the plans and develop a development handbook for review and approval by City Council.
- Attract a master developer to coordinate the vision through a public/private partnership.
- The City acts as Master Developer to coordinate sub-developers towards a common vision.

RECOMMENDATIONS

- Develop a market assessment to identify trends and demands for north Las Vegas to support the plan vision.
- Establish and overlay district with design guidelines to guide new development.
- Coordinate with school district and other municipal facilities to provide for offices, library, open spaces/parks, trailheads at the town center.
- Identify district wide financing to provide public realm improvements. (TIF financing, District Financing, Assessments)
- Extend regional trails and trailheads to connect to the Wash.
- City Planning and economic development staff to oversee new standards, coordinating land use, development strategies and funding opportunities. Streamline permitting process to achieve goals.
- Attract/Develop the right team of people who support the vision to form a public/private partnership.

PHASING

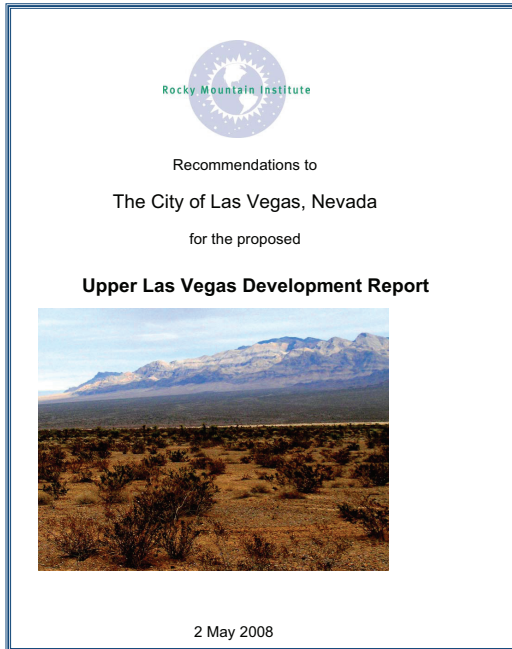


APPENDIX A

EXISTING DOCUMENTS



EXISTING DOCUMENTS



UPPER LAS VEGAS WASH DEVELOPMENT REPORT, MAY 2008

PURPOSE:

To document a two day charrette conducted by RMI for 7,600 Acres of land, including the project study area. The group had 3 focus areas: Urban Planning and Transportation, Energy and Architecture and Water and Landscape.

GOALS:

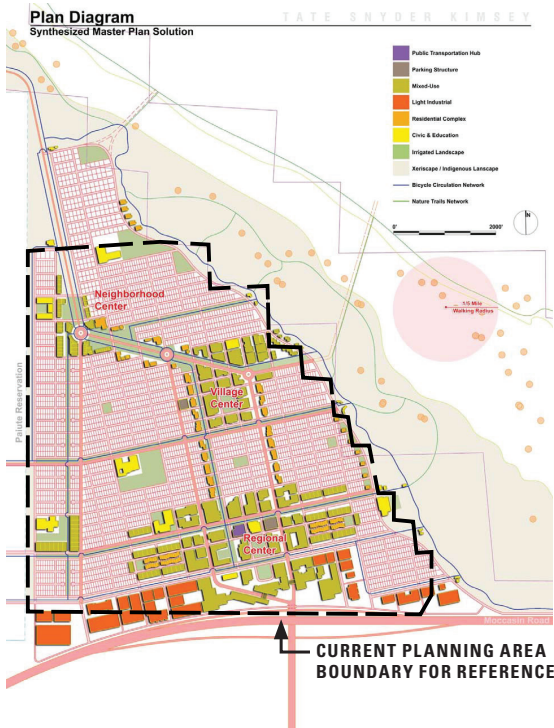
- Be Sensitive to the Paiute Lands
- Preserve the Wash
- Protect Paleontological Resources
- Emphasize Mixed Uses
- Emphasize Energy Efficiency
- Provide an interface between built and Desert National Wildlife Refuge

VISION:

- Pedestrian-oriented with walkable village centers. Designed for diversity and sense of place.
- Multi-modal transportation and transit hub.
- Energy efficiency (generate on-site energy,
- Water efficiency, flood protection
- Connect to and preserve nature and cultural resources.

PLAN RECOMMENDATIONS:

- Buildings:
 - » Walkable, mixed-use business districts at varied scales - cities within a city.
- Bikes and Trails
 - » Trails for bikes and pedestrians connecting to district centers.
- Open Spaces and Parks
 - » Connections to neighborhoods and wildlife
 - » Greenbelts control stormwater toward The Wash.
- Circulation
 - » Principal Roadway (Ft. Apache) runs N/S connecting districts.
 - » Minimizing roadway size when possible.
- Boundaries and Paleontological Buffers
 - » Limit development to the southern-most parcel north of Moccasin Road.
 - » Las Vegas Wash is a natural border to development.



EXISTING DOCUMENTS

CITY OF LAS VEGAS UNIFIED DEVELOPMENT CODE (UDC)


PURPOSE:

To coordinate and ensure the execution of the City's General Plan through effective implementation of development review requirements, adequate facility and services review and other goals, policies or programs contained in the General Plan.

Unified Development Code

Title 19

The City of Las Vegas



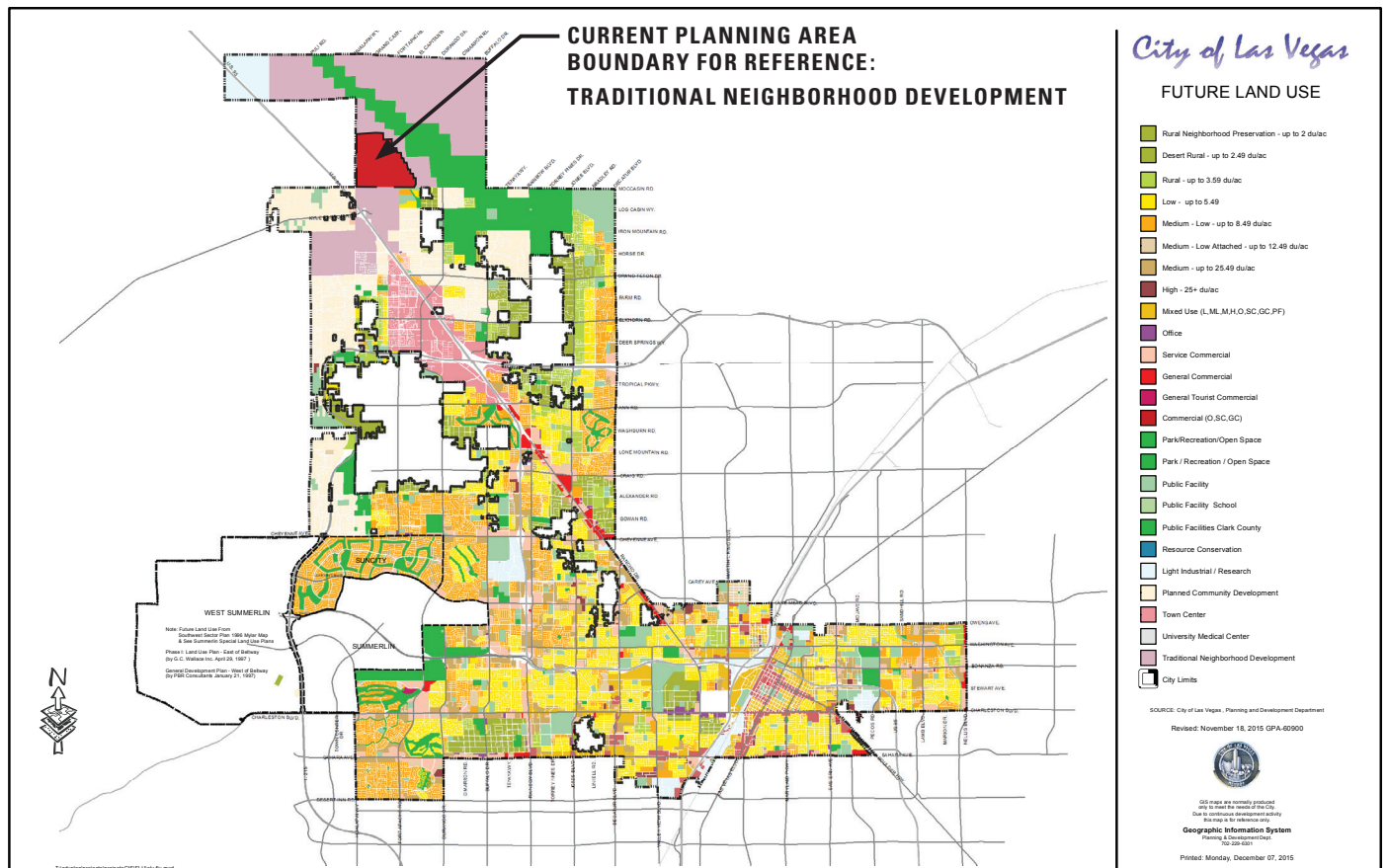
Mayor
Oscar B. Goodman

City Council
Mayor Pro Tem Gary Reese
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

Adopted March 16, 2011

CITY OF LAS VEGAS GENERAL PLAN



EXISTING DOCUMENTS



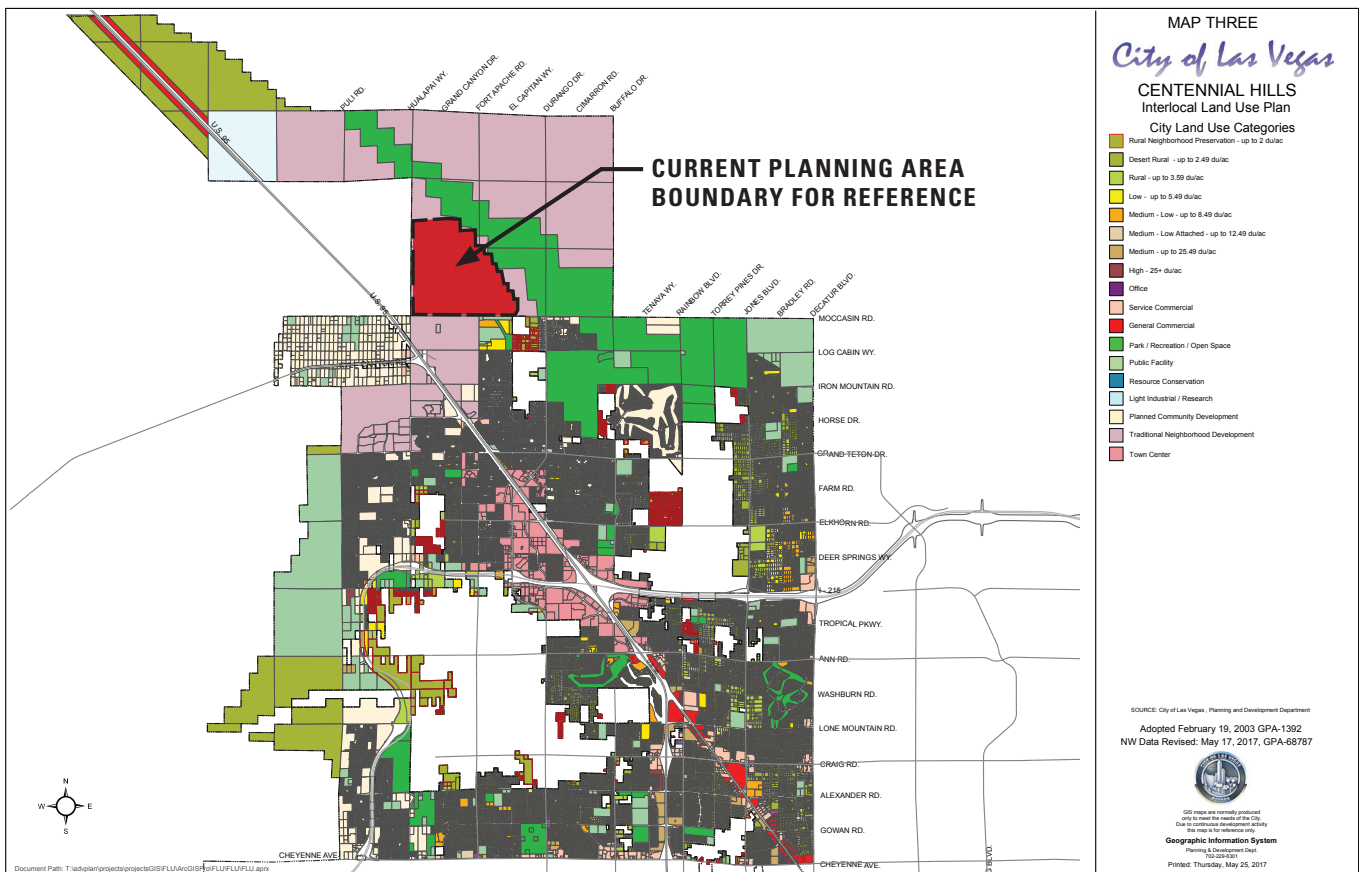
CENTENNIAL HILLS SECTOR PLAN

PURPOSE:

Consensus based planning process for 56 Square Miles of Centennial Hills bounded by the Moccasin Road alignment to the north, Cheyenne Avenue on the south, Decatur Boulevard to the east, and the Red Rock Preservation Area to the west. (Just south of project study area)

GOALS:

- The sector plan is the principal document for future land use.
- The plan is a balance of land uses and are compatible.
- Incorporate natural and man-made features to planning.
- Coordinate land use with infrastructure in adjacent areas.
- Protect the health, safety and welfare of Northwest residents.



EXISTING DOCUMENTS

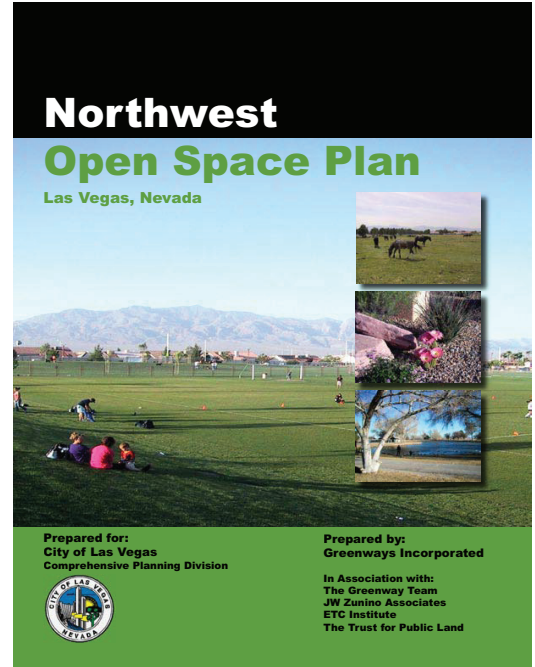
NORTHWEST OPEN SPACE PLAN

PURPOSE:

A 10 month planning effort to plan for growth management and resource protection for 50 square miles in north Las Vegas.

GOALS:

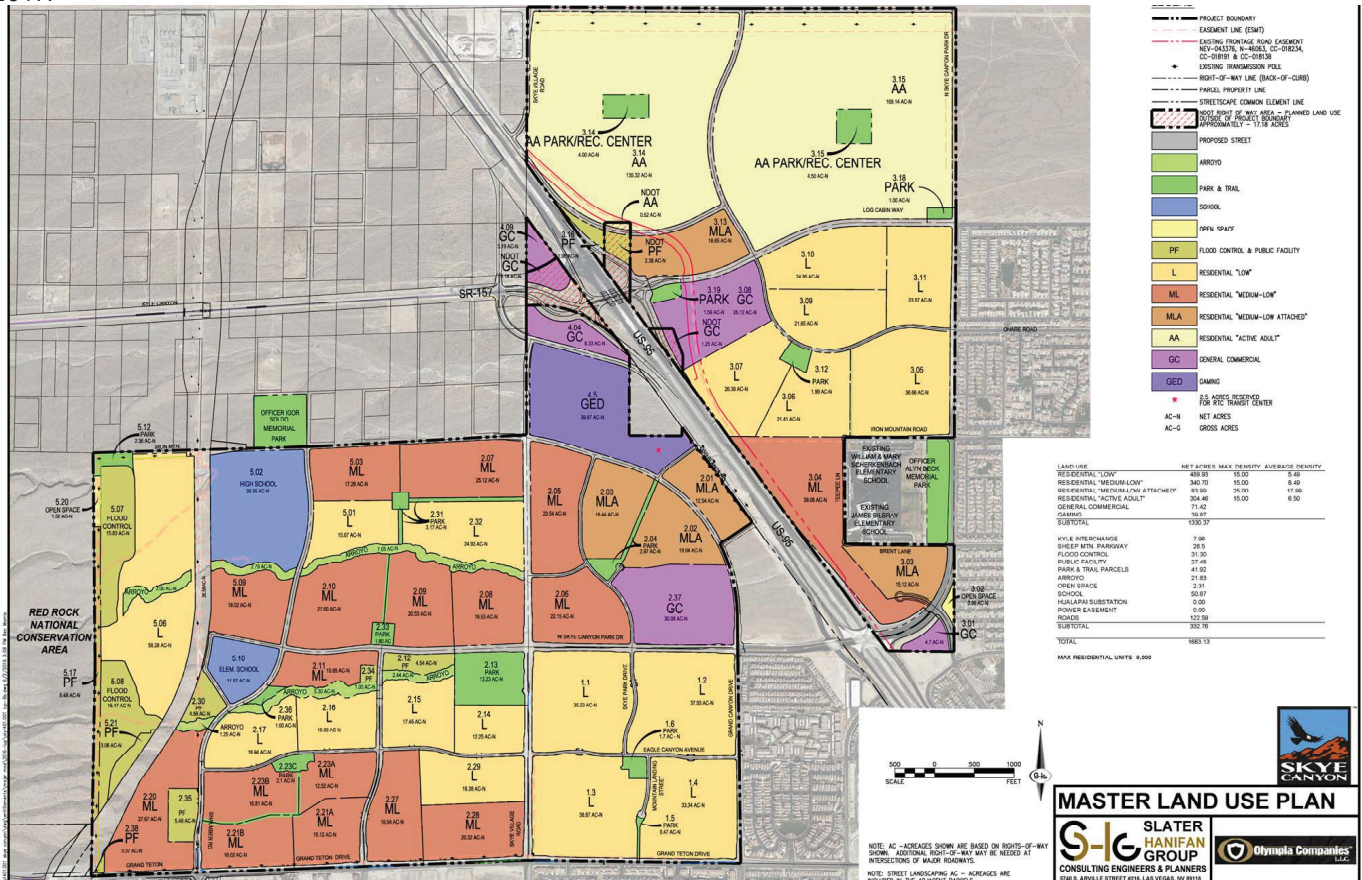
- Protect and enhance outdoor resources and infrastructure including parks, trails, views and cultural sites.
- Balance protection efforts and development in a way that is equitable, effective and understandable.
- Maximize the number and variety of outdoor opportunities while respecting existing conditions, water scarcity and the need to minimize long-term management.
- Improve the quality of life and character of Las Vegas with a well-planned and interconnected network of natural and designed open spaces.



SKYE CANYON DEVELOPMENT

PURPOSE:

Future Planning for the Skye Canyon Development will impact the use of the roadways, success of the commercial and impacts to the residential market for the Northwestern Las Vegas Valley. The plan is currently in the initial design phases and final maps are subject to change. The map below represents current planning from February 2017.



APPENDIX B

STAKEHOLDER OUTREACH



STAKEHOLDER OUTREACH



STAKEHOLDER EXERCISE

On July 14th, 2016, stakeholders from the City of Las Vegas, Bureau of Land Management, Tule Springs National Park Service, ULI Nevada, Southern Nevada Water Authority gathered to learn and discuss the project.

A short presentation about the site was followed by discussing the strengths, opportunities, challenges and weaknesses of the potential project. The following outlines key takeaways from the discussion;

STRENGTHS AND OPPORTUNITIES

- Cool Neighbors
- Natural Beauty
- Special Area = Value
- Location next to Campuses & Future Access
- Clean Slate
- Sustainable Planning: Transit, Regional, Local, Technology
- Model for other locations
- Recreational Opportunities/Connection to Trails System
- Live, Work and Play – Walkable Integration
- Recreation on Site and Next Door
- Connection to the Outdoors
- Attract 'The Other Millennial'
- Working Class City
- Educated Workforce
- Multimodal connections
- Political Support
- Deep Ecology Concepts
- Enhanced Arroyos, Use as Natural Features
- Views
- No Opposition
- Collaboration – Having Discussions
- New Standard for how the BLM disposes land

STAKEHOLDER OUTREACH

- Standards for development next to National Monument
- Modify existing codes
- Set the Expectation – Play by the Rules
- Find artifacts to tie back to History – Simplify process for moving artifacts.
- Project has been through NEPA
- Protect the Value of the Natural Environment

WEAKNESSES AND THREATS

- Political Change
- Lack of Consistency with what is submitted/planned vs. approved
- Potential for fossils/historic resources in development area
- Human Environment
- Existing Development Codes/UDC
- Cul de sacs
- Light Pollution
- Edge uses along National Monument
- Invasive species migrating to Wash
- Infrastructure disruption (Utilities, NV Energy)
- Multi-modal transportation (Existing)
- Maintain natural beauty with new development
- Economics driving development by profitability
- Political and Federal partnerships
- Climate Change



STAKEHOLDER OUTREACH

DESIGN ALTERNATIVES

Following the SWOT exercise, stakeholders reviewed three preliminary concept alternatives for future planning in the project area. These concepts were developed based on feedback from the City with the goal of creating an active and mixed use community to set the stage for stakeholder engagement and is not based on a market assessment. Additional economic studies should be done to refine the plan concepts.

The following is a summary of the concepts presented;

ALTERNATIVE 1 CONCEPT: COMPACT MIXED USE

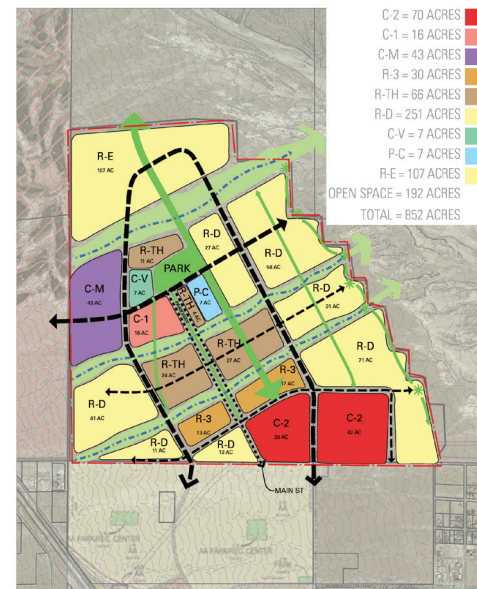
- Density transitions from South to North (Most to Least)
- Parkway, green spine and arterial loop road connect from South to North.
- Regional Commercial at North Skye Park Drive and Village Center at project core.
- Three open wash corridors from east to west, greenways from north to south and a trail along the wash for a total of 22% open space.

ALTERNATIVE 2 CONCEPT: CENTRAL E-W SPINE CONNECTION TO OPEN SPACE

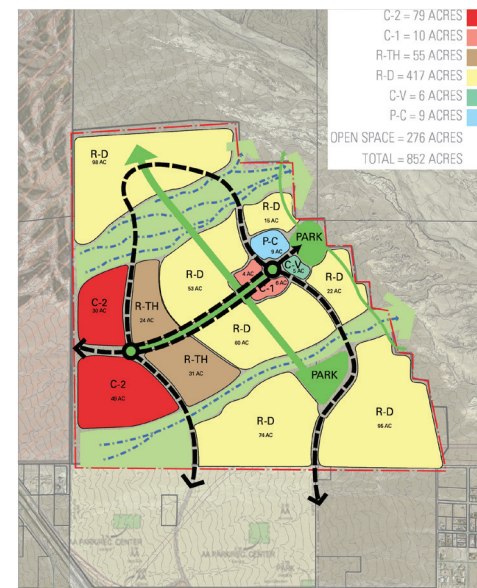
- Density transitions from West to East (Most to Least)
- Arterial loop road connects from South to North with a central East to West Parkway Connection.
- Regional Commercial future roadway and Village Center at the project core with connection to open space.
- Two primary open wash corridors from east to west, connected by a greenway under the existing transmission lines from north to south with a central park at the wash for a total of 32% open space.

ALTERNATIVE 3 CONCEPT: CENTRAL CORE WITH OPEN SPACE TO THE WEST

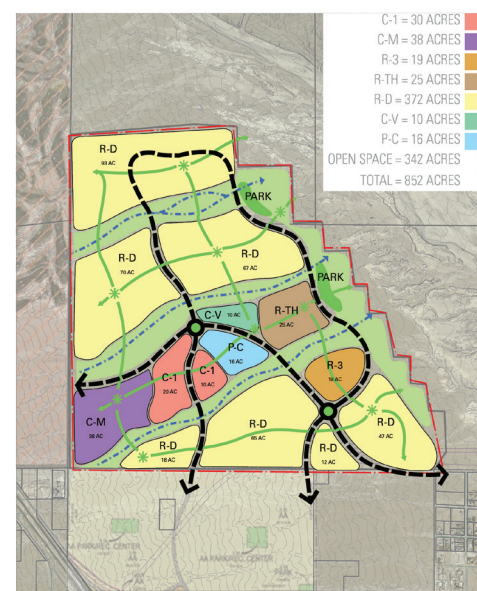
- Density focused at project center.
- Primary east-west arterial connections to north-south loop road running along the open space providing universal access to The Wash.
- Village Center at the project core.
- Three open wash corridors from east to west and open linear park along wash edge. Internal parks and trails system connects the planning areas for a total of 40% open space.



Alternative 1



Alternative 3



Alternative 3

STAKEHOLDER OUTREACH

STAKEHOLDER MAPPING EXERCISE

Following a presentation of the alternatives, stakeholders were allowed time to float between alternatives and encouraged to write or draw suggestions. Participants could choose to spend the whole time at the preferred/least preferred. Following the review, each team selected a representative for the alternative to present to the whole group. This exercise encourages ownership in shaping the community and puts stakeholders in the shoes of planners and designers.

The following is a summary of the feedback;

ALTERNATIVE 1 CONCEPT: COMPACT MIXED USE

- Main street style commercial
- Parks and Trails along open space
- Dual Use Facility to south
- Incorporate a traditional park
- Historic trail along rail corridor

ALTERNATIVE 2 CONCEPT: CENTRAL E-W SPINE CONNECTION TO OPEN SPACE

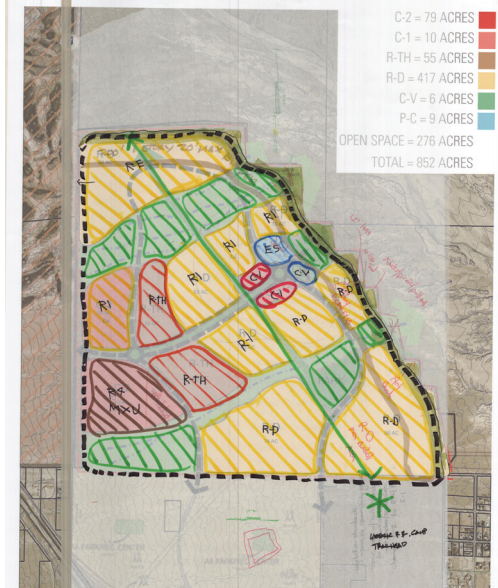
- Vegetation standards
- Scenic look with building standards
- Change C-2 to R-4 and R-1

ALTERNATIVE 3 CONCEPT: CENTRAL CORE WITH OPEN SPACE TO THE WEST

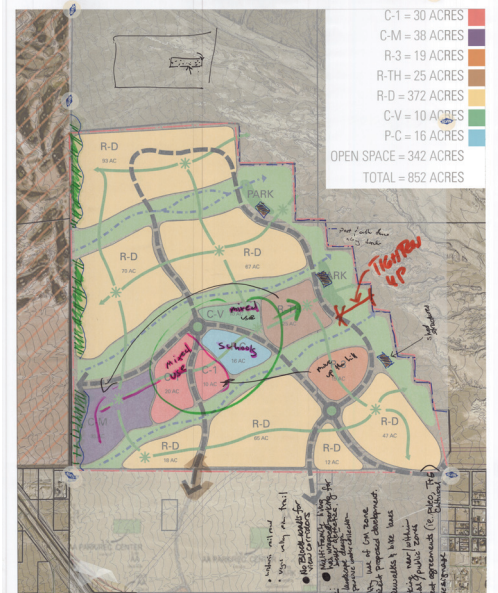
- Commercial landscape design, incorporate passive water collection
- Compatibility with C-M zone with adjacent development
- Wide sidewalks and bike lanes
- Bike Parking near/within commercial, public zones
- Interpretive signage



Alternative 1



Alternative 3



Alternative 3



EXHIBIT C

MILITARY HOUSING RESOLUTION

[REFERENCE ATTACHED]

RESOLUTION REAFFIRMING THE INCORPORATION OF A MILITARY HOUSING DEVELOPMENT INTO THE UPPER LAS VEGAS WASH MASTER PLANNED COMMUNITY AND ITS ASSOCIATED DEVELOPMENT AGREEMENT

WHEREAS, the City will be the fee title owner of that certain real property in Clark County, Nevada, identified as Assessor's Parcel Number (APN) 100-31-000-001, together with portions of APN 100-30-000-001 and 100-32-000-001, commonly referred to as the Upper Las Vegas Wash; and

WHEREAS, the City engaged in a competitive selection process, Request for Statement of Qualifications, to select a developer to create a master-planned community development in the Upper Las Vegas Wash; and

WHEREAS, on August 21, 2019, the City Council selected Olympia Companies, LLC as the development partner (the "Master Developer") for the Upper Las Vegas Wash, making a clear record at the City Council meeting on that date that a military housing component was to be incorporated into the development; and

WHEREAS, the City will acquire the Property from the United States Government acting by and through the United States Department of Interior Bureau of Land Management (the "BLM"); and

WHEREAS, the City and the Master Developer will execute a Purchase and Sale Agreement; and

WHEREAS, the Upper Las Vegas Wash Vision Plan, adopted by the City Council on September 6, 2017, pursuant to Resolution R-43-2017, contemplates a mixed use of diverse housing and commercial development; and

WHEREAS, the Purchase and Sale Agreement will require the Master Developer to set aside a portion of the Property as a Military Housing Area in accordance with this Resolution by way of Development Agreement, Separate Agreement, and Deed Restriction; and


WHEREAS, the Master Developer desires to develop the Upper Las Vegas Wash and the Military Housing Area consistent with the Upper Las Vegas Wash Vision Plan and this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to reaffirm its commitment to the United States Air Force Airmen and Airwomen by requiring the incorporation of a military housing development within the Upper Las Vegas Wash Master Planned

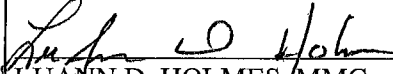
1 Community.

2 PASSED, ADOPTED, AND APPROVED this 2nd day of February, 2022.


3 CITY OF LAS VEGAS

4
5 BY 
CAROLYN G. GOODMAN, Mayor

6 ATTEST:

7 
8 LUANN D. HOLMES, MMC
City Clerk

9 APPROVED AS TO FORM

10  1-18-22
11 Val Steed, Date
Deputy City Attorney

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

EXHIBIT D

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE LAS VEGAS PAIUTE TRIBE AND THE CITY**

[REFERENCE ATTACHED]

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made by and between the LAS VEGAS PAIUTE TRIBE, a federally recognized Indian Tribe (the "Paiute Tribe") and CITY OF LAS VEGAS, a Nevada municipal corporation (the "City"). The Paiute Tribe and the City are sometimes collectively referred to herein as the "Parties".

This Agreement is effective on the date signed by the Paiute Tribe and the City whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of the date signed by the first party (the "Effective Date").

RECITALS

WHEREAS, the Indian Reorganization Act of June 18, 1934, in conjunction with the Las Vegas Paiute Tribal Constitution, approved on July 22, 1970, recognized the Tribe as a sovereign nation; and

WHEREAS, the City is a municipal corporation of the State of Nevada; and

WHEREAS, the Parties desire to enter in to this Agreement in further of their government-to-government relationship, and to the overall mutual benefit of the Paiute Tribe, the City and their respective constituencies; and

WHEREAS, through an Act of Congress in 1983, approximately four-thousand (4,000) acres came into Paiute Tribe's possession at the Snow Mountain Reservation (the "Snow Mountain Reservation") and located approximately eighteen (18) miles northwest of the original reservation settlement in downtown Las Vegas; and

WHEREAS, the Paiute Tribe has pursued economic development activity at the Snow Mountain Reservation through construction of a world-class golf courses, resort development, and related activities; and

WHEREAS, the Snow Mountain Reservation includes approximately one-thousand acres adjacent to Moccasin Road both east and west of US-95 that the Paiute Tribe desires to utilize for economic development; and

WHEREAS, the City has requested the U.S. Department of Interior, acting through the Bureau of Land Management (the "BLM") conduct a direct, non-competitive sale of approximately six-hundred and thirty three (633) acres of BLM controlled public lands located north of the Snow Mountain Reservation (the "BLM 633 Acres"); and

WHEREAS, in addition to the 633 Acres, the BLM holds in trust for the public approximately three-thousand two hundred (3,200) acres north of the Snow Mountain Reservation (the "BLM 3,200 Acres"); and

WHEREAS, the City requested BLM conduct a direct, non-competitive sale of approximately nine-hundred and thirty three (933) acres of BLM controlled public lands located southeast of the Snow Mountain Reservation (the "Upper Las Vegas Wash") ("Direct Sale N-93312"); and

WHEREAS, the City partnered with Olympia Companies as a development partner for the Upper Las Vegas Wash, and the City and Olympia are conducting on-going master planning operations for the Upper Las Vegas Wash; and

WHEREAS, the City desires to construct a freeway interchange between US-95 and the future Sheep Mountain Parkway on the Snow Mountain Reservation (the "City Interchange"); and

WHEREAS, the City desires to support NV Energy's Green Link West, a transmission and renewable energy initiative that will transform Nevada's clean energy landscape, create thousands of jobs, promote economic development and position the City to achieve its environmental and carbon reduction goals, and

WHEREAS, the Paiute Tribe and the City now desire to enter this Agreement to facilitate the Parties mutual interests in protecting and developing the Paiute Tribal and public lands in the best interests of the Paiute Tribe and the residents of Southern Nevada; and

WHEREAS, the aforementioned lands are depicted on Exhibit A.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE 1

CONVEYANCE OF LAND NORTH OF THE SNOW MOUNTAIN RESERVATION

1.1. CONVEYANCE OF LAND NORTH OF THE SNOW MOUNTAIN RESERVATION. The City will support efforts with the Nevada Congressional Delegation and other federal officials and agencies to include the lands to the north of the existing Snow Mountain Reservation into the Snow Mountain Reservation, including the BLM 633 Acres and the BLM 3,200 Acres whether through legislation or other appropriate federal actions. The Tribe and City acknowledge that the expansion of the Snow Mountain Reservation to mitigate development of the lands referenced in this Agreement is required for the Tribe's support for its implementation.

ARTICLE 2

LEASE OF A PORTION OF SNOW MOUNTAIN RESERVATION FOR ECONOMIC DEVELOPMENT

2.1. LEASE OF A PORTION OF SNOW MOUNTAIN RESERVATION FOR ECONOMIC DEVELOPMENT. The City will lease a portion of approximately one-thousand (1,000) acres of the Snow Mountain Reservation for an economic development and job creation zone (the "Job Creation Zone") as depicted on Exhibit A attached hereto. The Parties covenant to negotiate in good faith the terms of the lease and related public services, infrastructure, and development projects for the Job Creation Zone subject to all pertinent federal laws and regulations utilized by the Bureau of Indian Affairs (the "BIA") in exercising its federal trust obligation on behalf of the Paiute Tribe. Aside from the Nevada Congressional Delegation, the Tribe's first and best protection against unacceptable (and legally challengeable) actions by non-tribal entities lies within the BIA regulations.

///

///

///

///

///

///

ARTICLE 3
CONSTRUCTION OF INTERCHANGE AT US-95 AND SHEEP MOUNTAIN PARKWAY

3.1. CONSTRUCTION OF INTERCHANGE AT US-95 AND SHEEP MOUNTAIN PARKWAY. The Parties acknowledge that the Interchange has the potential to impact the view shed from the Snow Mountain Reservation to the lands to the west that are culturally significant to the Paiute Tribe. In order to minimize these impacts, the City will use reasonable efforts to develop an Interchange design that keeps as much of the Interchange at or below-grade as may be feasible. For those portions of the Interchange that must be designed above-grade to meet necessary traffic operations, City will incorporate landscape and aesthetic treatments to reduce the visual impacts on the adjacent Paiute property. Additionally, the Interchange will include an extension through the Snow Mountain Reservation to the Upper Las Vegas Wash.

The design and aesthetic treatments shall incorporate Native American and Paiute symbolism consistent with the existing interchange on the reservation at U.S. Highway 95. Final approval of the Interchange will be subject to review and concurrence by the Paiute Tribe and compliance with applicable federal laws and BIA regulatory requirements.

ARTICLE 4
DEVELOPMENT OF THE UPPER LAS VEGAS WASH

4.1. DEVELOPMENT OF THE UPPER LAS VEGAS WASH. The development of the Upper Las Vegas Wash is intended to provide economic development, residential housing, and other related uses of the property. In order to protect the adjacent Snow Mountain Reservation from impacts of the development of the Upper Las Vegas Wash, the Parties agree as follows:

A. A two-hundred (200) feet buffer adjacent to the Snow Mountain Reservation east perimeter. The buffer is to include rolling berms and landscaping to transition between the Snow Mountain Reservation golf course use and the developed Upper Las Vegas Wash. The landscaping is to be visually appealing, and reflective of the natural desert landscape and complimentary to the landscaping of the Snow Mountain Reservation and the Upper Las Vegas Wash development.

B. A fifty (50) feet buffer adjacent to the Snow Mountain Reservation south perimeter course. The landscaping is to be visually appealing, and reflective of the natural desert landscape and complimentary to the landscaping of the Snow Mountain Reservation and the Upper Las Vegas Wash development.

C. The Upper Las Vegas Wash development shall include approximately ten-thousand (10,000) square feet residential lots adjacent to Snow Mountain Reservation (the "Tribal Land Adjacent Lots"). Residential structures on the Tribal Land Adjacent Lots pad shall be limited to thirty (30) feet in height above the existing ground on the easterly edge of the Snow Mountain Reservation that is directly west of each Tribal Land Adjacent Lot (the "Sight Line Plane"), and building heights may be increased further to the east; however, the Sight Line Plane established on the Tribal Land Adjacent Lots shall be maintained on the BLM 633 acres as future development is constructed in order to create a consistent Sight Line Plane as the topography of both the Snow Mountain Reservation and the BLM 633 acres decreases in a south and easterly directly (i.e. as topography falls away, building heights can increase so long as the Sight Line Plane established by the Tribal Land Adjacent Lots is not impeded), as depicted on Exhibit B attached hereto and incorporated herein by this reference.

**ARTICLE 5
RENEWABLE ENERGY CORRIDOR**

5.1. RENEWAL ENERGY CORRIDOR. The Parties agree to coordinate with NV Energy to make available property necessary to develop Greenlink West, a one-hundred thirty (130) feet renewable energy corridor adjacent to the Moccasin Road alignment from the Nevada Energy Northwest Substation to the east boundary of the Snow Mountain Reservation. Greenlink West is legally described as the south one-hundred thirty (130) feet of the Southeast Quarter (SE1/4) and the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section 36, Township 18 South, Range 59 East, M.D.M.

**ARTICLE 6
MISCELLANEOUS**

6.1. MISCELLANEOUS.

A. Force Majeure. In the event timely performance is prevented by an occurrence beyond the control of and without the fault of the party that is required to perform (financial inability excepted), such as, but not limited to, an act of God, the act of war, flood, earthquake, unusually severe weather, labor dispute, epidemic, pandemic, government imposed quarantine restrictions, other governmental regulations (other than existing applications of existing regulations of which the Parties could reasonably be expected to be aware on the date hereof), or control and shortage of materials, the time in which performance is required to occur shall be continued for a reasonable period of time, not less than the number of days the party was delayed by the occurrence.

B. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

C. Federal Application. Upon execution by the parties, this Agreement shall be submitted to the BLM and included as part of the BLM's determination and final approval of the release of the public lands referenced herein. This Agreement shall also be subject to all relevant laws and regulations utilized by the BIA in exercising its federal trust obligations on behalf of the Las Vegas Paiute Tribe.

D. Notice. All notices required or permitted under this Agreement shall be given in writing and shall be validly given only if (a) received by the party to whom it was directed by hand delivery or personal service; or (b) deposited with the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed to the party to be notified at the address for such party, (c) deposited with a nationally recognized courier service such as FedEx, keeping records of deliveries and attempted deliveries and addressed to the party to be notified at the address for such Party; or (d) an electronic record sent to the email address of the recipient stated in this Section. Service by mail or courier shall be conclusively deemed made upon receipt or on the first business day delivery is attempted. Email notices shall be effective when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

If to City: ATTN: City Manager
 495 S. Main Street, 7th Floor
 Las Vegas, NV 89101
 (702) 229-2474

with copy to:

ATTN: City Attorney
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
(702) 229-6629

If to Paiute
Tribe:

ATTN: Chairman
Paiute Tribal Council
1 Paiute Drive
Las Vegas, NV 89106
(702) 386-3926
contact@lvpaiute.com

with copy to:

ATTN: David Colvin
Tribal Counsel
1 Paiute Drive
Las Vegas, NV 89106
(702) 386-3926
DColvin@lvpaiute.com

E. Counterparts. This Agreement may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

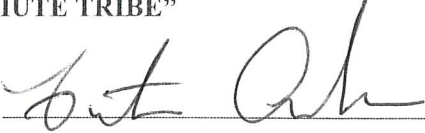
[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGES]

INTERGOVERNMENTAL AGREEMENT

Signature Page

LAS VEGAS PAIUTE TRIBE

"PAIUTE TRIBE"

By: 

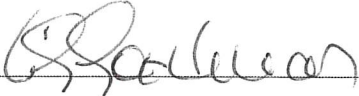
Printed Name: Curtis Anderson

Title: Chairman

Date of Tribe Approval: 3/29/2021

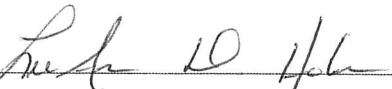
CITY OF LAS VEGAS

"CITY"

By: 
Carolyn G. Goodman, Mayor

Date of City Council Approval: April 7, 2021

Attest:

By: 
LuAnn D. Holmes, MMC
City Clerk

Approved as to Form:


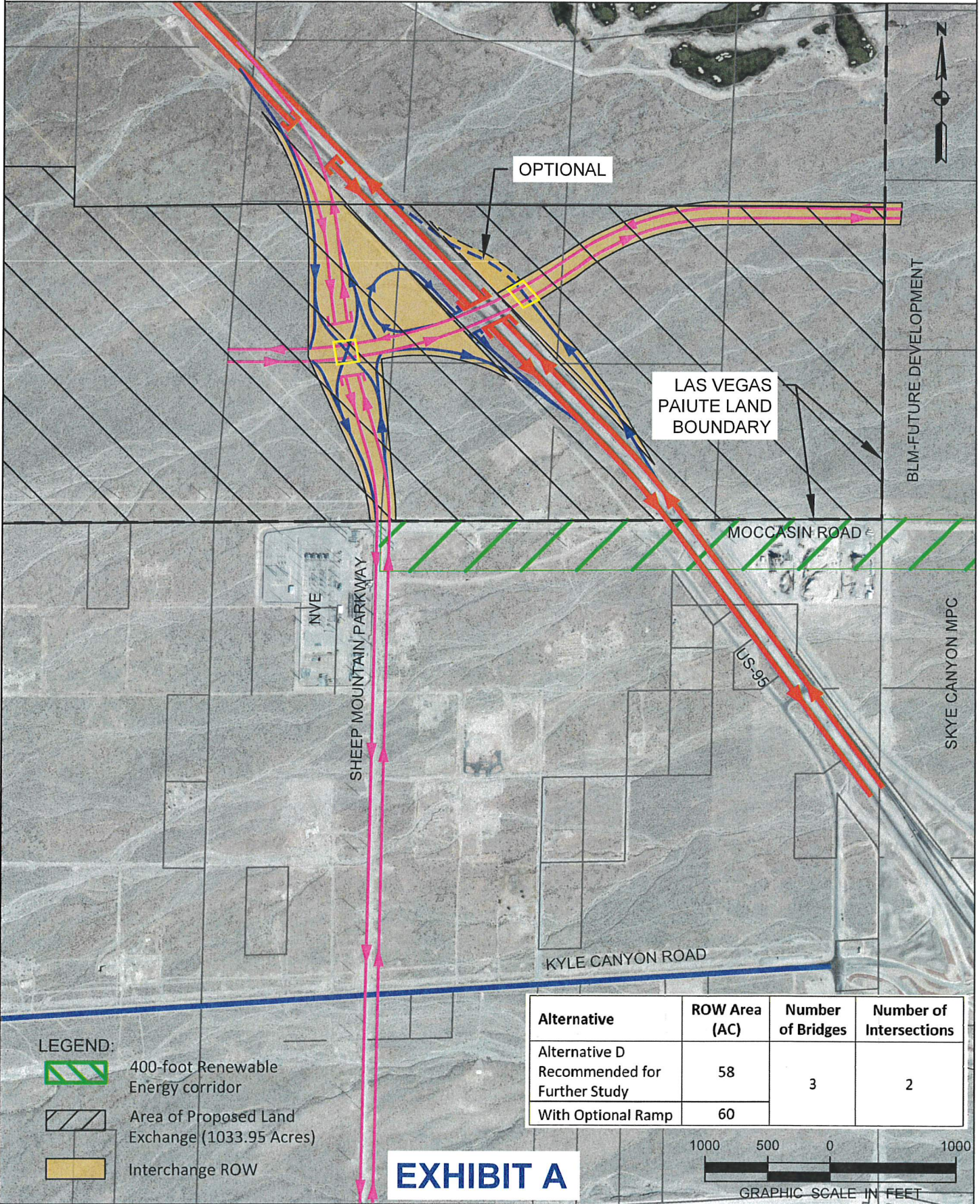
By:  3/29/21
John S. Ridilla Date
Chief Deputy City Attorney

EXHIBIT A

VICINITY MAP

[SEE ATTACHED]

SHEEP MOUNTAIN PARKWAY / US-95 INTERCHANGE ALTERNATIVE D RECOMMENDED FOR FURTHER STUDY



Alternative	ROW Area (AC)	Number of Bridges	Number of Intersections
Alternative D Recommended for Further Study	58	3	2
With Optional Ramp	60		

EXHIBIT A

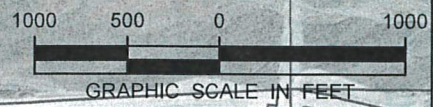


EXHIBIT B

BUILDING HEIGHT RESTRICTIONS

[SEE ATTACHED]

TRIBAL LANDS AND UPPER LAS VEGAS
WASH DEVELOPMENT TOPO MAP

City of Las Vegas

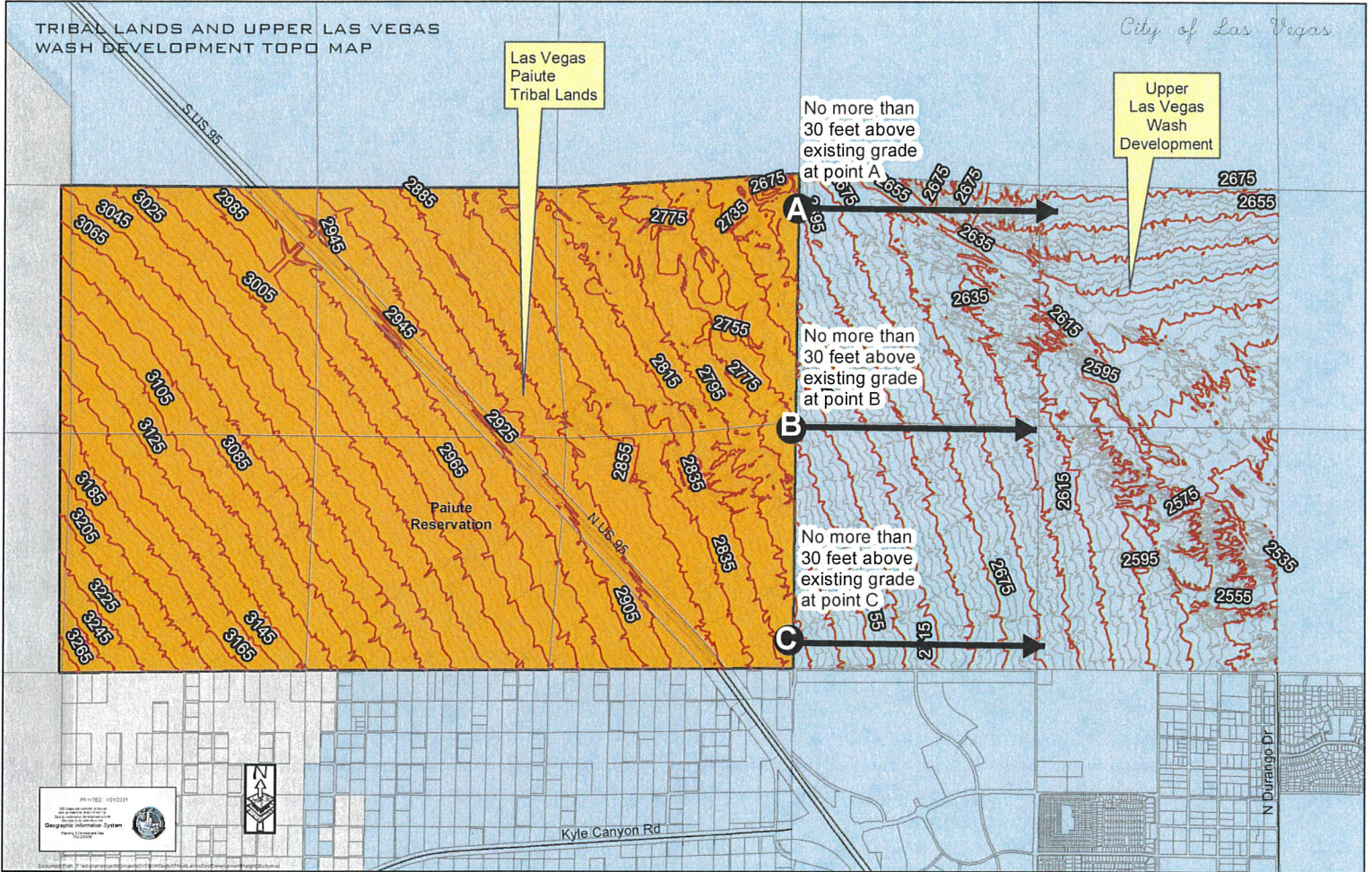
Las Vegas
Paiute
Tribal Lands

Upper
Las Vegas
Wash
Development

No more than
30 feet above
existing grade
at point A

No more than
30 feet above
existing grade
at point B

No more than
30 feet above
existing grade
at point C



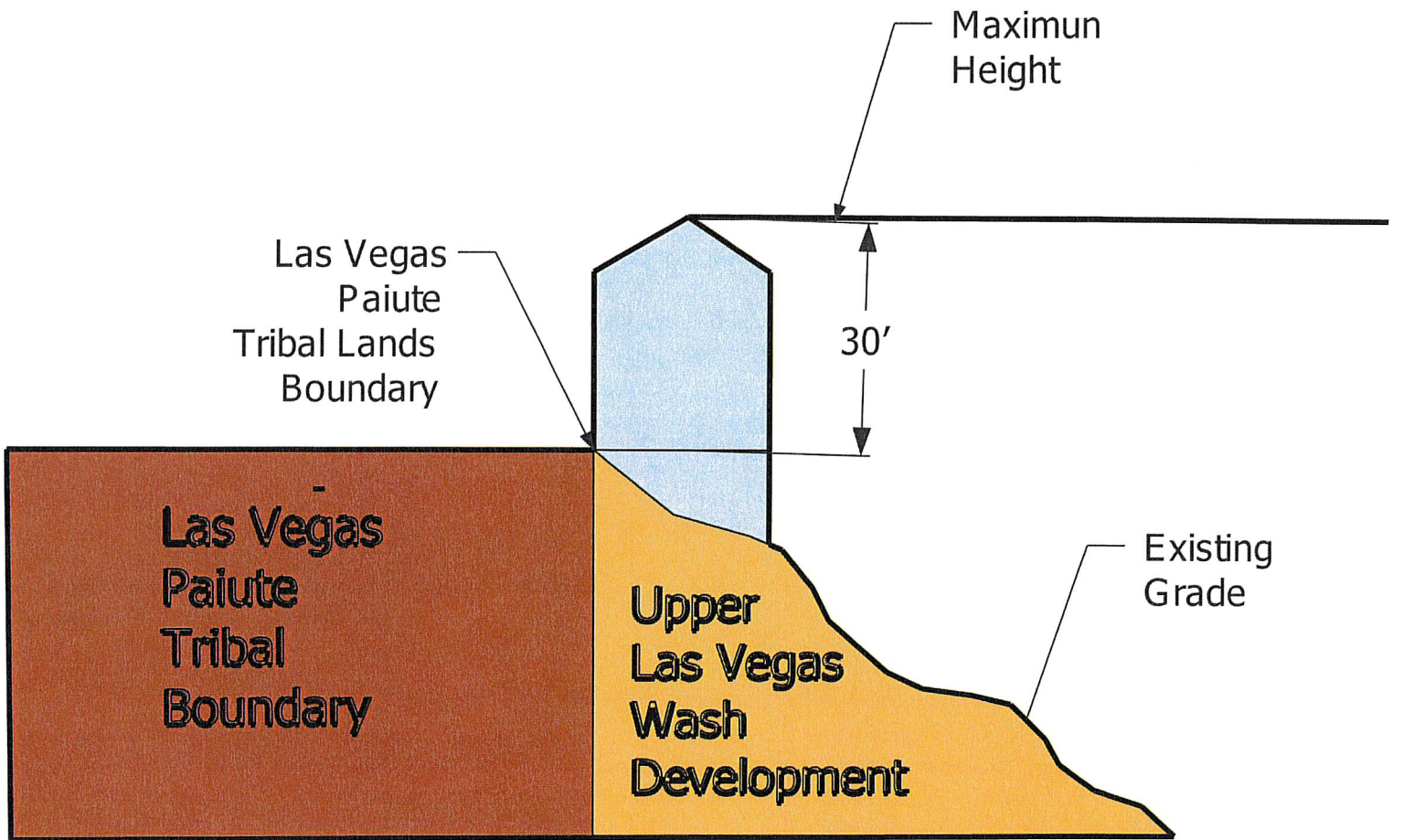


EXHIBIT E

BLM SALE OFFER

[REFERENCE ATTACHED]



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Southern Nevada District Office
Las Vegas Field Office
4701 N. Torrey Pines Drive
Las Vegas, Nevada 89130
<http://www.blm.gov/nevada>

In Reply Refer To:
NVNV106093157 (N-93312)
2700 (NVS01000)

JUL 17 2025

CERTIFIED MAIL NO. 9589 0710 5270 3227 1076 96
RETURN RECEIPT REQUESTED 9590 9402 7579 2098 6269 04
NOTICE

City of Las Vegas :
Attn: Mike Janssen, City Manager : Direct Sale
495 S. Main Street, 7th Floor :
Las Vegas, Nevada 89101 :

OFFER TO PURCHASE

Pursuant to Public Law 96-586 (94 Stat. 3381) and in accordance with 43 CFR 2711.3-3(a), notice is hereby given to the City of Las Vegas that the land described below is being offered through a direct (noncompetitive) sale at the appraised fair market value:

Mount Diablo Meridian, Nevada
T. 18 S., R. 60 E.,
sec. 30, lots 17, 19, and 21 thru 25;
sec. 31;
sec. 32, lots 7 thru 9, 11, 21 thru 25, 28, 31, 36, 38 thru 40.

Containing 939.52 acres, more or less, as shown on the official plats of survey on file with the Bureau of Land Management (BLM).

Appraisal of the 939.52 acres of land has been completed, and the fair market value has been determined to be \$94,000,000.00. Within 30 calendar days from the date of receipt of this notice, the City of Las Vegas must remit a deposit of \$18,800,000.00, representing 20 percent of the total purchase price, as partial payment for the land described above. Payment must be made by certified check, postal money order, bank draft, cashier's check, or electronic funds transfer (EFT), made payable to the Bureau of Land Management. Failure to remit the required deposit within the 30-day period, along with a signed Acceptance of Offer, will constitute waiver of the City's preference consideration for this direct sale opportunity.

If the City of Las Vegas rejects this offer to purchase parcel NVNV106093157 (N-93312), a direct sale will no longer be available for this property.

Following receipt of the required deposit, applicable publication costs, and either a Post-Conveyance Agreement or a Negative Declaration Statement, the BLM Las Vegas Field Office will issue a formal letter confirming acceptance of the purchase. The City will then have 180 calendar days from the date the deposit is received to submit the remaining \$75,200,000.00. Failure to submit the balance within the 180-day period will result in cancellation of the sale and forfeiture of the initial deposit. The patent (deed) will be issued upon receipt of the full purchase price.

Said patent, when issued, will contain the following exceptions and reservations to the United States:

1. A right-of-way for ditches and canals constructed by authority of the United States under the Act of August 30, 1890 (43 U.S.C. 945); and
2. All mineral deposits in the land so patented, together with the right of the United States, or persons authorized by the United States, to prospect for, mine, and remove such deposits under applicable laws and regulations as prescribed by the Secretary of the Interior.

The patent will also be subject to the following:

1. All valid existing rights;
2. Right-of-way NEV-055903 for overhead transmission line purposes granted to Nevada Power Company d/b/a NV Energy, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761);
3. Right-of-way N-78142 for road, walk path, drainage, and municipal utilities granted to the City of Las Vegas, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761);
4. Right-of-way N-83860 for road, walk path, drainage, and municipal utilities granted to the City of Las Vegas, its successors or assigns, pursuant to the same Act;
5. Right-of-way N-91534 for post and cable fencing granted to the Bureau of Land Management, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761);
6. Right-of-way N-99863 for overhead transmission line purposes granted to Nevada Power Company d/b/a NV Energy, its successors or assigns, pursuant to the same authority; and

7. Short-Term Right-of-Way N-99863-01 for construction and staging equipment related to overhead transmission line purposes, granted to Nevada Power Company d/b/a NV Energy, its successors or assigns, under the same Act.

No land may be disposed of under the authority of the Act of October 21, 1976 (43 U.S.C. 1701), to any person who is not a citizen of the United States, or, in the case of a corporation, is not subject to the laws of any state or of the United States. Accordingly, the enclosed Certification of Eligibility must be completed and submitted along with the deposit.

If you have any questions regarding this notice or the terms of the offer, please contact Brad Gallimore, Supervisory Realty Specialist at the Las Vegas Field Office, via email at sgallimore@blm.gov or by phone at (702) 515-5069.



Bruce L. Sillitoe
Field Manager

Enclosures:
Acceptance of Offer
Certificate of Eligibility
Invoice with Payment and Wiring Instructions

United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Southern Nevada District Office

Las Vegas Field Office

4701 North Torrey Pines Dr.

Las Vegas NV 89130

<http://www.blm.gov/nevada>

ACCEPTANCE OF OFFER

Serial Number: NVNV106093157 (N-93312)

Type of Case: Direct Sale

Date of Offer: July 21, 2025

Name and Address of Patentee:

Patentee: City of Las Vegas
Attn: Mike Janssen, City Manager
495 South Main Street, 7th Floor
Las Vegas, Nevada 89101

Legal Description:

Mount Diablo Meridian, Nevada

T. 18 S., R. 60 E.,

sec. 30, lots 17, 19, 21 thru 25;

sec. 31;

sec. 32, lots 7 thru 9, 11, 21 thru 25, 28, 31, 36, 38 thru 40.

The area described contains 939.52 acres, according to the official plats of the surveys of said land on file with the BLM.

The regulations under 43 CFR 2711.3-3 require that the offer be accepted in writing, and the initial deposit payment of the purchase price be received within 30 days or less. Failure to accept the offer in writing and remit payment no later than 30 days from the date of the offer stated above in this letter to the BLM at the address listed above constitutes a waiver of this preference consideration and will result in the cancellation of the sale.

Mark the appropriate box, sign and date below, and return to BLM.

Accept

Do Not Accept

Signature

Date

**CERTIFICATE OF ELIGIBILITY
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

**Serial Number of Parcel: NVNV106093157 (N-93312)
Total Amount Due \$94,000,000.00**

(check one item below)

INDIVIDUAL () I certify that I am a citizen of the United States, 18 years of age or older, and under 43 CFR 20.401 am not an employee of the U.S. Department of the Interior. **NOTE: Individuals taking title together should check "Individual" box and each sign below.**

PARTNERSHIP () I certify, under 43 CFR 2711.2 that I am qualified as specified above for an individual. In addition, I certify that I am duly authorized by the partnership to bind the partnership to a bid for purchase of the real estate identified above, or that all members necessary to legally bind the partnership have signed below to bind the partnership to a bid for the real estate identified above. I (we) certify that the partnership is legally capable of conveying and holding lands or interests therein under the laws of Nevada.

CORPORATION () I certify, under 43 CFR 2711.2, that the corporation named below is organized under and subject to the laws of the United States or any state thereof. In addition, I certify that I am duly authorized by the corporation to bid for purchase of the real estate identified above. I certify that the corporation is legally capable of conveying and holding lands or interests therein under the laws of Nevada.

PRINT your name and write your signature below. Married women should sign their given name (i.e. Mary Ellen Jones, not Mrs. John Jones). Patent will be issued to the name/s listed below.

To:

Print Name of Individual or Corporation Name <i>(patent will be issued in this name)</i>	Signature	Date
---	-----------	------

Print Name of Individual or Corporation Name <i>(patent will be issued in this name)</i>	Signature	Date
---	-----------	------

From:

Print Name of Individual or Corporation Name	Signature	Date
--	-----------	------

Print Name of Individual or Corporation Name	Signature	Date
--	-----------	------

Send patent to this address: _____
(address) *(city, state and zip code)*

Point of Contact name & phone number of : _____
(name)

18 U.S.C. 1001 States – Whoever in the matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representation or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fine not more than \$10,000.00 or imprisoned not more than five years, or both.

Information requested on this form is done in accordance with The Privacy Act of 1974 (5 U.S.C. § 552A), as amended, for the purpose of certifying your eligibility as a bidder legally capable of conveying and holding lands or interests therein under the laws of Nevada.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Courtesy Statement

Bill Number: 2025045642

Date: 07/16/2025

Make Remittance Payable To DOI/BLM and Mail To:

LAS VEGAS FIELD OFFICE
4701 N. TORREY PINES DRIVE
LAS VEGAS, NV 89130
(702)515-5000

Payor: CITY OF LAS VEGAS ATTN: REAL ESTATE
495 S MAIN ST FL 7
ATTN: MIKE JANSSEN, CITY MANAGER
LAS VEGAS, NV 89101-6318 US

Please include bill
number on all
remittances.

DATE	DESCRIPTION	AMOUNT
	NVNV106093157 INITIAL DOWN PAYMENT DUE ON OR BEFORE AUGUST 20, \$18,800,000.00 2025, FOR THE DIRECT SALE OF 939.52 ACRES. IF PAYMENT BY EFT, BILL NUMBER MUST BE REFERENCED.	\$18,800,000.00
	BLM CONTACT: BLM OFFICE, (702)515-5000	
AMOUNT DUE THIS BILL:		\$18,800,000.00

- BLM Tax ID #84-0437540
- See attached **Payment Instructions and Details.**
- **If the above name and address is incorrect, please contact the BLM office listed above.**

This Bill was generated by the automated BLM Collections and Billings System and is a paper representation of a portion of the official electronic record contained therein.

PAYMENT INSTRUCTIONS AND DETAILS

Revised 06/07/2021

- Please return a copy of this Bill for Collection, Advance Bill Notice, or Courtesy Statement with payment or include the Bill Number on your remittance.
- Payment can be made by cash, check, money order or credit card (VISA, MasterCard, Discover, and American Express) or by Electronic Fund Transfer (EFT) via automated clearing house (ACH) or wire transfer.

Notice to Customers Making Payment by Check

- When you provide a check as payment, you authorize BLM either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Privacy Act - A Privacy Act Statement required by 5 U.S.C. §552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from the Federal Register at:

<https://www.federalregister.gov/articles/2003/02/04/03-2521/privacy-act-of-1974-as-amended-system-of-records>

or by calling toll free (at 1-866-945-7920) to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.

- Make checks or money orders payable to DOI/BLM.

Notice to Customers Making Payment via Credit Card

- To pay by credit card, complete the credit card payment form (attached) and return to the billing office.
- Call the office listed on the Bill for Collection to make payment by phone.
- You may use debit cards with the VISA or MasterCard logo.
- Effective June 1, 2015 - credit card payments can only be accepted for amounts of \$24,999.99 or less.

Notice to Customers Making Payment via Electronic Payment

- See attached document for details.

Information required when paying the BLM WITH CREDIT CARD

Cardholder Name																		
Amount Paid <small>(Effective 6/1/2015 amount cannot exceed 524,999.99)</small>	\$																	
Bill for Collection Number																		
Credit Card Type	VISA	MC	DISCOVER	AMERICAN EXPRESS														
Credit Card Number																		
Credit Card Expiration Date	MONTH		YEAR															
Phone Number (Required)	()	-																
Signature (Required)																		

Information collected from this form may be subject to the requirements of the Privacy Act (5 U.S.C. 552a). This form is used solely as a method of payment for goods and or services provided to federal agencies, businesses and private individuals by the Bureau of Land Management. The information collected will be stored in a secure location with access limited to designated employees. Any information collected may be subject to disclosure, but will be handled in accordance with the Privacy Act and Freedom of Information Act (FOIA) requirements to ensure protection of personal privacy in the face of required disclosure. Information will not be shared with outside parties except as required by law.

It is a crime for any person knowingly and willfully to make any department or agency of the United States any false, fictitious or fraudulent statement or representations as to any matter within its jurisdiction. (Title 18 U.S.C. Section 1001)

(Cut here and return to BLM)

BLM Information your bank requires when paying the BLM ELECTRONICALLY (ACH)

FIELD NAME	REQUIRED INFORMATION
BLM's ACH Account Number	312051
ACH ABA Number	051036706
Company/Individual Name	BLM's Office Name (Example - Wyoming State Office) and BLM POC
Identification Number	BLM Bill Number
BLM's ACH Bank Address Phone 800-624-1373	CASH LINK-ACH RECEIVER 5700 Rivertech Court Riverdale MD 20737
BLM's Address	Bureau of Land Management Building 50, Denver Federal Center, PO Box 25047 Denver, CO 80225-0047
BLM Contact Information	CBS Customer Service Desk at 303-236-6795

You are responsible for any fees your financial institution may charge you for the actual transfer of funds. Please verify additional fees charged by your financial institution are not deducted from payment.

BLM Information your bank requires when paying the BLM ELECTRONICALLY(WIRE TRANSFER)

FIELD NAME	REQUIRED INFORMATION
Receiver DI Number/ Financial Institution	021030004 / Treasury NYC
Beneficiary Identifier/Account Number	14110008
Beneficiary Name	Bureau of Land Management (BLM)
Originator to Beneficiary Information	BLM Bill Number /BLM's Office Name (Example Wyoming State Office)
BLM Contact Information	CBS Customer Service Desk at 303-236-6795
Financial Institution Address	TREASURY NYC 401 14 th Street SW Washington, DC 20327
BLM's Tax ID#	84-0437540

You are responsible for any fees your financial institution may charge you for the actual transfer of funds. Please verify additional fees charged by your financial institution are not deducted from payment.

EXHIBIT E

DEVELOPMENT STANDARDS AND DESIGN
GUIDELINES

EXHIBIT F

DEVELOPMENT/PHASING PLAN

Exhibit G
Master Drainage Study

Exhibit I
Master Sanitary Sewer Study

Exhibit J
Master Traffic Study

ALL STUDIES ON FILE WITH THE
DEPARTMENT OF PUBLIC WORKS

EXHIBIT H

MASTER LAND USE PLAN

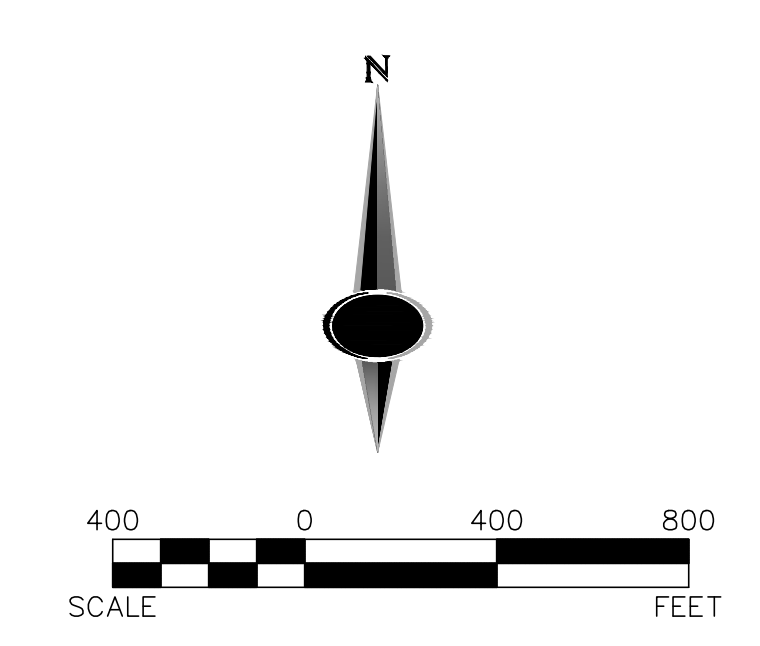
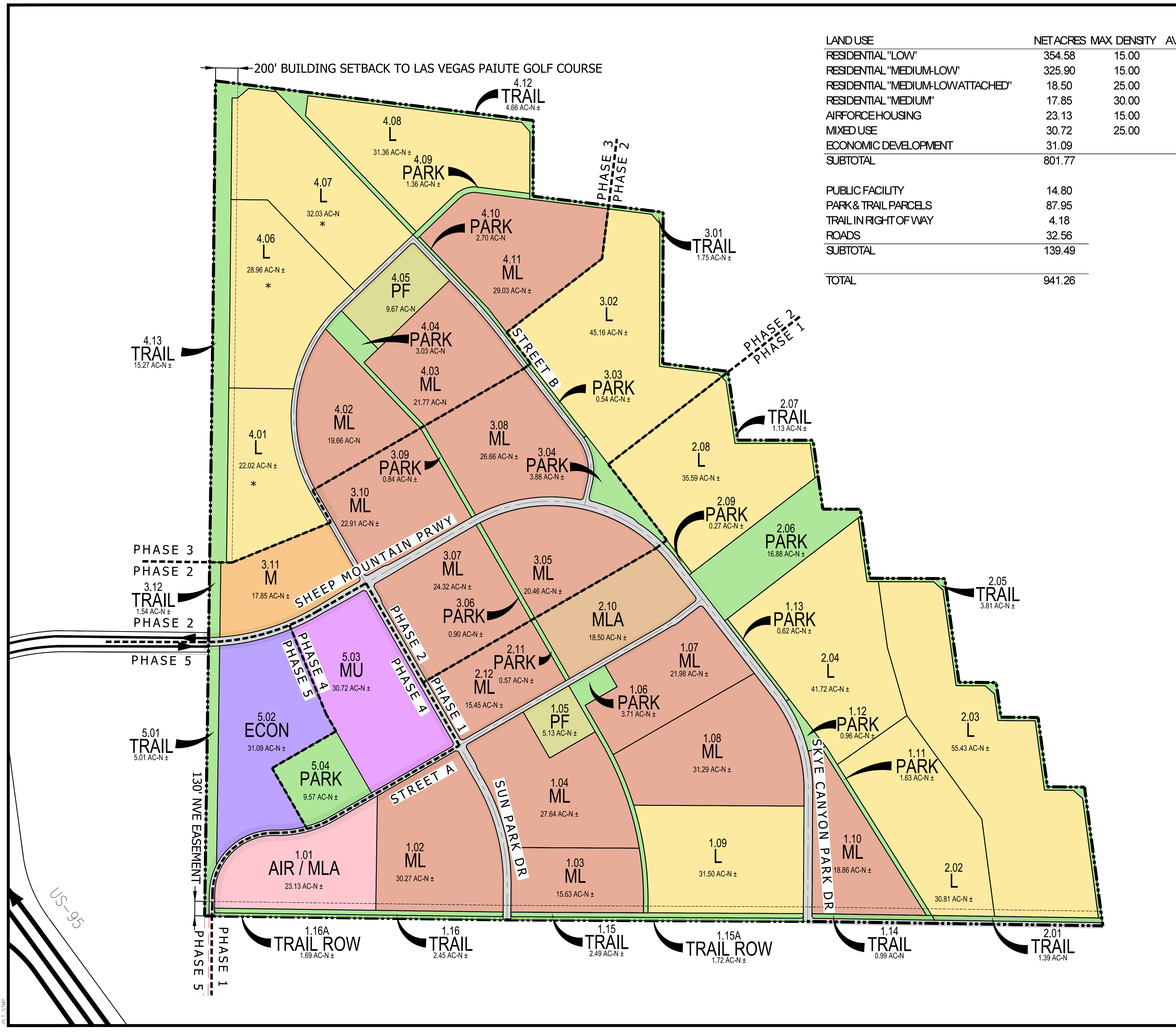
LAND USE	NETACRES	MAX DENSITY	AVERAGEDENSITY
RESIDENTIAL "LOW"	354.58	15.00	6.00
RESIDENTIAL "MEDIUM-LOW"	325.90	15.00	7.50
RESIDENTIAL "MEDIUM-LOW ATTACHED"	18.50	25.00	18.00
RESIDENTIAL "MEDIUM"	17.85	30.00	24.00
AIRFORCE HOUSING	23.13	15.00	12.00
MIXED USE	30.72	25.00	18.00
ECONOMIC DEVELOPMENT	31.09		
SUBTOTAL	801.77		
PUBLIC FACILITY	14.80		
PARK & TRAIL PARCELS	87.95		
TRAIL IN RIGHT OF WAY	4.18		
ROADS	32.56		
SUBTOTAL	139.49		
TOTAL	941.26		

LEGEND

- PROJECT BOUNDARY
- EASEMENT LINE (ESMT)
- EXISTING FRONTAGE ROAD EASEMENT
NEV-043376, N-46063, CC-018234,
CC-018191 & CC-018138
- EXISTING TRANSMISSION POLE
- RIGHT-OF-WAY LINE (BACK-OF-CURB)
- PARCEL PROPERTY LINE
- STREETSCAPE COMMON ELEMENT LINE

- PROPOSED STREET
- PARK & TRAIL
- PF SCHOOL, FLOOD CONTROL & PUBLIC FACILITY
- L RESIDENTIAL "LOW"
- ML RESIDENTIAL "MEDIUM-LOW"
- MLA RESIDENTIAL "MEDIUM-LOW ATTACHED"
- M RESIDENTIAL "MEDIUM"
- MU MIXED USE
- AIR AIRFORCE HOUSING
- ECON ECONOMIC DEVELOPMENT

- 10,000 SF LOTS ADJACENT TO LAS VEGAS PAIUTE GOLF COURSE
- NET ACRES



NOTE: AC - ACRES SHOWN ARE BASED ON RIGHTS-OF-WAY SHOWN. ADDITIONAL RIGHT-OF-WAY MAY BE NEEDED AT INTERSECTIONS OF MAJOR ROADWAYS.

NOTE: STREET LANDSCAPING AC - ACRES ARE INCLUDED IN THE ADJACENT PARCELS

MASTER LAND USE PLAN

MONUMENT HILLS

DATE: 9/4/2025

DATE: 9/4/2025

EXHIBIT K

UNIFIED DEVELOPMENT CODE

EXHIBIT M

IMPACT STATEMENT NOTICE AND
ASSESSMENT



DEPARTMENT OF PLANNING

DEVELOPMENT IMPACT NOTICE AND ASSESSMENT (DINA) PROJECT OF REGIONAL SIGNIFICANCE (PRS)

Pursuant to Las Vegas Municipal Code (LVMC) Section 19.16.010(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.

Applicant Information

The following Environmental Impact Assessment is being submitted for consideration for the proposed project known as Monument Hills, located at the northeast corner of Skye Village Road and Moccasin Road.

This document is being prepared by:

Company Name: Ninety Five Management, LLC a Nevada limited liability company in its capacity as authorized Manager of Canyon Walk, LLC

Address: 11411 Southern Highlands Parkway
Suite 300
Las Vegas, NV 89141

Contact Person:

Name: Marc Bolduc

Title: Senior Vice President

Telephone: (702) 220-6565

Fax: (702) 220-6566

E-mail: mbolduc@olympiacompanies.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: _____

Name: Marc Bolduc
Title: Senior Vice President

CITY OF LAS VEGAS
DEVELOPMENTAL IMPACT NOTICE AND ASSESSMENT (DINA)
PROJECT OF REGIONAL SIGNIFICANCE (PRS)

1	Project Description
----------	----------------------------

Project Name:	Monument Hills
APN #:	100 31 000 001, 100 30 000 001, 100 320 000 001
Project location:	Northeast corner of Skye Village Road and Moccasin Road

General Plan Designation:			
Current:	INCORP	Proposed:	PC

Zoning:			
Current:	U(TND)	Proposed:	PD

Project Details (complete all that apply):

Gross Site Acreage: 941 Acres
 Net Site Acreage: 941 Acres

i) Residential

Total # Units: 6,000
 Density: 6.05 Dwelling Units / Acre
 Total Open Space: 3,483,493 SF

ii) Hospitality

Total # Rooms: 0
 Total Gaming Area: 0 SF
 Total Other Area: 0 SF

iii) Commercial

Total Building Area: SF
 Total Open Space and/or Plaza Areas: SF
 Total Lot Coverage: %

Briefly describe the project's surrounding land use and setting:

North: Tule Springs Fossil Beds National Monument
 East: Tule Springs Fossil Beds National Monument
 South: Sunstone Master Planned Community
 West: Undeveloped / Tribal Land

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):

CITY OF LAS VEGAS
DEVELOPMENTAL IMPACT NOTICE AND ASSESSMENT (DINA)
PROJECT OF REGIONAL SIGNIFICANCE (PRS)

The project consists of approximately 940 acres and is generally located in the northwest part of the City of Las Vegas, north of Moccasin Road alignment and east of US 95.

The Tule Springs National Monument is on the eastern boundary and the Paiute Indian Reservation on the western boundary. Included in this master plan will be land set aside for military housing to support demand from Creech Air Force Base, land for economic development purposes (e.g. National Nuclear Security Administration - or similar economic / employment driver), designated school sites, parks and trails, and appropriate commercial lands to serve the community. Similar to other projects developed by Olympia, the master plan will be thoughtfully designed to create a livable, vibrant community where residents can live, work, and play. Special attention will be paid to respecting the adjacent Las Vegas Paiute Indian Reservation and Tule Springs Fossil Beds National Monument by integrating these valuable and integral assets into the fabric of the community through the branding and marketing efforts of the Master Developer. The community is being planned for up to 6,000 residential with a broad range of housing types appropriately segmented to ensure community housing needs are addressed, while allowing for successful and appropriate absorption.

2 Transportation and Traffic

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).

See attached Table

3 Schools

Based upon the student generation factors utilized by the Clark County School District (see exhibit 1) what is the estimated number of pupils for each elementary school, junior high or middle school, and high school that the project will cause to be enrolled in local schools?

PK - 47 Pupils
K through 5 - 1,086 Pupils
6 through 8 - 550 Pupils
9 through 12 - 713 Pupils
13 - 5 Pupils

4 Emergency Services

CITY OF LAS VEGAS
DEVELOPMENTAL IMPACT NOTICE AND ASSESSMENT (DINA)
PROJECT OF REGIONAL SIGNIFICANCE (PRS)

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 Station 46 is approximately 1 mile south of the site.

LVMPD, Northwest Area Command is approximately 8 miles south of the site.

5	Housing, Mass Transit, Open Space and Recreation
----------	---

Provide a brief statement setting forth the anticipated effects of the proposal on housing, mass transit, open space and recreation.

Housing provided for a full spectrum of homes from entry level up with a broad range of housing types. Developer will coordinate mass transit with the Regional Transportation Commission.

Open Space and Recreation opportunities are being addressed with the Development Agreement for Monument Hills.

CITY OF LAS VEGAS
DEVELOPMENTAL IMPACT NOTICE AND ASSESSMENT (DINA)
PROJECT OF REGIONAL SIGNIFICANCE (PRS)

EXHIBIT 1

Clark County School District

Valley-wide Student Yields

Grade	Student Yield	
	Single-Family	Multi-Family
PK	0.008	0.008
K-5	0.195	0.135
6-8	0.102	0.056
9-12	0.135	0.062
13	0.001	0.001

Single-Family units include mobile homes and townhouse.


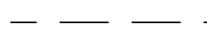


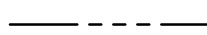





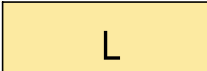




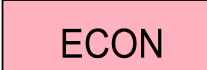

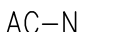

Multi-Family units include a combination of apartments, multiplexes, and condominiums.

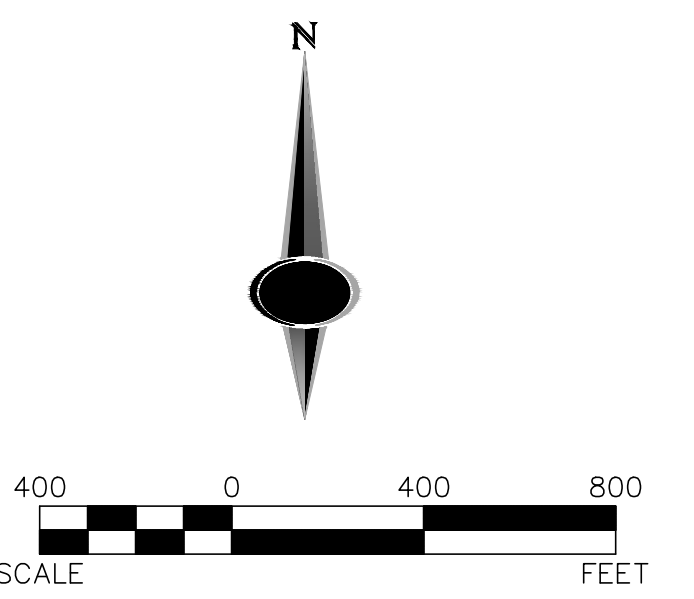
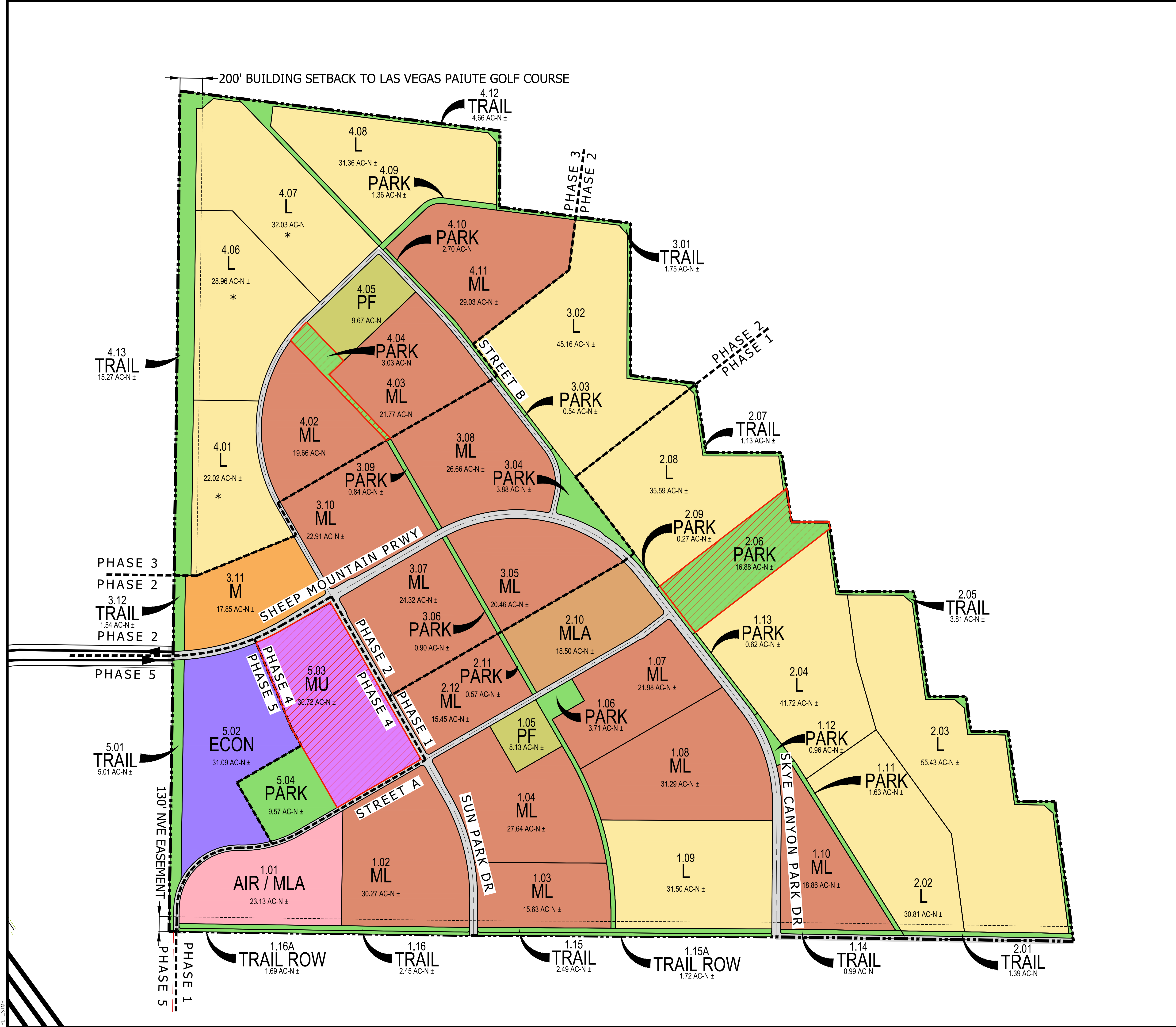
P & 13: Pre-school and Sunset School.

EXHIBIT N

TELECOMMUNICATION FACILITIES MAP

LEGEND

-  PROJECT BOUNDARY
-  EASEMENT LINE (ESMT)
-  EXISTING FRONTAGE ROAD EASEMENT
NEV-043376, N-46063, CC-018234,
CC-018191 & CC-018138
-  EXISTING TRANSMISSION POLE
-  RIGHT-OF-WAY LINE (BACK-OF-CURB)
-  PARCEL PROPERTY LINE
-  STREETSCAPE COMMON ELEMENT LINE
-  PROPOSED STREET
-  PARK & TRAIL
-  PF SCHOOL, FLOOD CONTROL & PUBLIC FACILITY
-  L RESIDENTIAL "LOW"
-  ML RESIDENTIAL "MEDIUM-LOW"
-  MLA RESIDENTIAL "MEDIUM-LOW ATTACHED"
-  M RESIDENTIAL "MEDIUM"
-  MU/GED MIXED USE / GAMING ENTERPRISE DISTRICT
-  ECON ECONOMIC DEVELOPMENT
-  10,000 SF LOTS
ADJACENT TO LAS VEGAS
PAIUTE GOLF COURSE
-  AC-N NET ACRES
-  TELECOMMUNICATION FACILITIES




NOTE: AC -ACREAGES SHOWN ARE BASED ON RIGHTS-OF-WAY SHOWN. ADDITIONAL RIGHT-OF-WAY MAY BE NEEDED AT INTERSECTIONS OF MAJOR ROADWAYS.

NOTE: STREET LANDSCAPING AC - ACREAGES ARE INCLUDED IN THE ADJACENT PARCELS

TELECOMMUNICATION FACILITIES

MONUMENT HILLS



DATE: 9/4/2025

EXHIBIT O

INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made by and between the LAS VEGAS PAIUTE TRIBE, a federally recognized Indian Tribe (the "Paiute Tribe") and CITY OF LAS VEGAS, a Nevada municipal corporation (the "City"). The Paiute Tribe and the City are sometimes collectively referred to herein as the "Parties".

This Agreement is effective on the date signed by the Paiute Tribe and the City whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of the date signed by the first party (the "Effective Date").

RECITALS

WHEREAS, the Indian Reorganization Act of June 18, 1934, in conjunction with the Las Vegas Paiute Tribal Constitution, approved on July 22, 1970, recognized the Tribe as a sovereign nation; and

WHEREAS, the City is a municipal corporation of the State of Nevada; and

WHEREAS, the Parties desire to enter in to this Agreement in further of their government-to-government relationship, and to the overall mutual benefit of the Paiute Tribe, the City and their respective constituencies; and

WHEREAS, through an Act of Congress in 1983, approximately four-thousand (4,000) acres came into Paiute Tribe's possession at the Snow Mountain Reservation (the "Snow Mountain Reservation") and located approximately eighteen (18) miles northwest of the original reservation settlement in downtown Las Vegas; and

WHEREAS, the Paiute Tribe has pursued economic development activity at the Snow Mountain Reservation through construction of a world-class golf courses, resort development, and related activities; and

WHEREAS, the Snow Mountain Reservation includes approximately one-thousand acres adjacent to Moccasin Road both east and west of US-95 that the Paiute Tribe desires to utilize for economic development; and

WHEREAS, the City has requested the U.S. Department of Interior, acting through the Bureau of Land Management (the "BLM") conduct a direct, non-competitive sale of approximately six-hundred and thirty three (633) acres of BLM controlled public lands located north of the Snow Mountain Reservation (the "BLM 633 Acres"); and

WHEREAS, in addition to the 633 Acres, the BLM holds in trust for the public approximately three-thousand two hundred (3,200) acres north of the Snow Mountain Reservation (the "BLM 3,200 Acres"); and

WHEREAS, the City requested BLM conduct a direct, non-competitive sale of approximately nine-hundred and thirty three (933) acres of BLM controlled public lands located southeast of the Snow Mountain Reservation (the "Upper Las Vegas Wash") ("Direct Sale N-93312"); and

WHEREAS, the City partnered with Olympia Companies as a development partner for the Upper Las Vegas Wash, and the City and Olympia are conducting on-going master planning operations for the Upper Las Vegas Wash; and

WHEREAS, the City desires to construct a freeway interchange between US-95 and the future Sheep Mountain Parkway on the Snow Mountain Reservation (the "City Interchange"); and

WHEREAS, the City desires to support NV Energy's Green Link West, a transmission and renewable energy initiative that will transform Nevada's clean energy landscape, create thousands of jobs, promote economic development and position the City to achieve its environmental and carbon reduction goals, and

WHEREAS, the Paiute Tribe and the City now desire to enter this Agreement to facilitate the Parties mutual interests in protecting and developing the Paiute Tribal and public lands in the best interests of the Paiute Tribe and the residents of Southern Nevada; and

WHEREAS, the aforementioned lands are depicted on Exhibit A.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE 1

CONVEYANCE OF LAND NORTH OF THE SNOW MOUNTAIN RESERVATION

1.1. CONVEYANCE OF LAND NORTH OF THE SNOW MOUNTAIN RESERVATION. The City will support efforts with the Nevada Congressional Delegation and other federal officials and agencies to include the lands to the north of the existing Snow Mountain Reservation into the Snow Mountain Reservation, including the BLM 633 Acres and the BLM 3,200 Acres whether through legislation or other appropriate federal actions. The Tribe and City acknowledge that the expansion of the Snow Mountain Reservation to mitigate development of the lands referenced in this Agreement is required for the Tribe's support for its implementation.

ARTICLE 2

LEASE OF A PORTION OF SNOW MOUNTAIN RESERVATION FOR ECONOMIC DEVELOPMENT

2.1. LEASE OF A PORTION OF SNOW MOUNTAIN RESERVATION FOR ECONOMIC DEVELOPMENT. The City will lease a portion of approximately one-thousand (1,000) acres of the Snow Mountain Reservation for an economic development and job creation zone (the "Job Creation Zone") as depicted on Exhibit A attached hereto. The Parties covenant to negotiate in good faith the terms of the lease and related public services, infrastructure, and development projects for the Job Creation Zone subject to all pertinent federal laws and regulations utilized by the Bureau of Indian Affairs (the "BIA") in exercising its federal trust obligation on behalf of the Paiute Tribe. Aside from the Nevada Congressional Delegation, the Tribe's first and best protection against unacceptable (and legally challengeable) actions by non-tribal entities lies within the BIA regulations.

///

///

///

///

///

///

ARTICLE 3
CONSTRUCTION OF INTERCHANGE AT US-95 AND SHEEP MOUNTAIN PARKWAY

3.1. CONSTRUCTION OF INTERCHANGE AT US-95 AND SHEEP MOUNTAIN PARKWAY. The Parties acknowledge that the Interchange has the potential to impact the view shed from the Snow Mountain Reservation to the lands to the west that are culturally significant to the Paiute Tribe. In order to minimize these impacts, the City will use reasonable efforts to develop an Interchange design that keeps as much of the Interchange at or below-grade as may be feasible. For those portions of the Interchange that must be designed above-grade to meet necessary traffic operations, City will incorporate landscape and aesthetic treatments to reduce the visual impacts on the adjacent Paiute property. Additionally, the Interchange will include an extension through the Snow Mountain Reservation to the Upper Las Vegas Wash.

The design and aesthetic treatments shall incorporate Native American and Paiute symbolism consistent with the existing interchange on the reservation at U.S. Highway 95. Final approval of the Interchange will be subject to review and concurrence by the Paiute Tribe and compliance with applicable federal laws and BIA regulatory requirements.

ARTICLE 4
DEVELOPMENT OF THE UPPER LAS VEGAS WASH

4.1. DEVELOPMENT OF THE UPPER LAS VEGAS WASH. The development of the Upper Las Vegas Wash is intended to provide economic development, residential housing, and other related uses of the property. In order to protect the adjacent Snow Mountain Reservation from impacts of the development of the Upper Las Vegas Wash, the Parties agree as follows:

A. A two-hundred (200) feet buffer adjacent to the Snow Mountain Reservation east perimeter. The buffer is to include rolling berms and landscaping to transition between the Snow Mountain Reservation golf course use and the developed Upper Las Vegas Wash. The landscaping is to be visually appealing, and reflective of the natural desert landscape and complimentary to the landscaping of the Snow Mountain Reservation and the Upper Las Vegas Wash development.

B. A fifty (50) feet buffer adjacent to the Snow Mountain Reservation south perimeter course. The landscaping is to be visually appealing, and reflective of the natural desert landscape and complimentary to the landscaping of the Snow Mountain Reservation and the Upper Las Vegas Wash development.

C. The Upper Las Vegas Wash development shall include approximately ten-thousand (10,000) square feet residential lots adjacent to Snow Mountain Reservation (the "Tribal Land Adjacent Lots"). Residential structures on the Tribal Land Adjacent Lots pad shall be limited to thirty (30) feet in height above the existing ground on the easterly edge of the Snow Mountain Reservation that is directly west of each Tribal Land Adjacent Lot (the "Sight Line Plane"), and building heights may be increased further to the east; however, the Sight Line Plane established on the Tribal Land Adjacent Lots shall be maintained on the BLM 633 acres as future development is constructed in order to create a consistent Sight Line Plane as the topography of both the Snow Mountain Reservation and the BLM 633 acres decreases in a south and easterly directly (i.e. as topography falls away, building heights can increase so long as the Sight Line Plane established by the Tribal Land Adjacent Lots is not impeded), as depicted on Exhibit B attached hereto and incorporated herein by this reference.

**ARTICLE 5
RENEWABLE ENERGY CORRIDOR**

5.1. RENEWAL ENERGY CORRIDOR. The Parties agree to coordinate with NV Energy to make available property necessary to develop Greenlink West, a one-hundred thirty (130) feet renewable energy corridor adjacent to the Moccasin Road alignment from the Nevada Energy Northwest Substation to the east boundary of the Snow Mountain Reservation. Greenlink West is legally described as the south one-hundred thirty (130) feet of the Southeast Quarter (SE1/4) and the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section 36, Township 18 South, Range 59 East, M.D.M.

**ARTICLE 6
MISCELLANEOUS**

6.1. MISCELLANEOUS.

A. Force Majeure. In the event timely performance is prevented by an occurrence beyond the control of and without the fault of the party that is required to perform (financial inability excepted), such as, but not limited to, an act of God, the act of war, flood, earthquake, unusually severe weather, labor dispute, epidemic, pandemic, government imposed quarantine restrictions, other governmental regulations (other than existing applications of existing regulations of which the Parties could reasonably be expected to be aware on the date hereof), or control and shortage of materials, the time in which performance is required to occur shall be continued for a reasonable period of time, not less than the number of days the party was delayed by the occurrence.

B. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

C. Federal Application. Upon execution by the parties, this Agreement shall be submitted to the BLM and included as part of the BLM's determination and final approval of the release of the public lands referenced herein. This Agreement shall also be subject to all relevant laws and regulations utilized by the BIA in exercising its federal trust obligations on behalf of the Las Vegas Paiute Tribe.

D. Notice. All notices required or permitted under this Agreement shall be given in writing and shall be validly given only if (a) received by the party to whom it was directed by hand delivery or personal service; or (b) deposited with the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed to the party to be notified at the address for such party, (c) deposited with a nationally recognized courier service such as FedEx, keeping records of deliveries and attempted deliveries and addressed to the party to be notified at the address for such Party; or (d) an electronic record sent to the email address of the recipient stated in this Section. Service by mail or courier shall be conclusively deemed made upon receipt or on the first business day delivery is attempted. Email notices shall be effective when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

If to City: ATTN: City Manager
 495 S. Main Street, 7th Floor
 Las Vegas, NV 89101
 (702) 229-2474

with copy to:

ATTN: City Attorney
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
(702) 229-6629

If to Paiute
Tribe:

ATTN: Chairman
Paiute Tribal Council
1 Paiute Drive
Las Vegas, NV 89106
(702) 386-3926
contact@lvpaiute.com

with copy to:

ATTN: David Colvin
Tribal Counsel
1 Paiute Drive
Las Vegas, NV 89106
(702) 386-3926
DColvin@lvpaiute.com

E. Counterparts. This Agreement may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

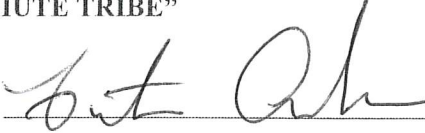
[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGES]

INTERGOVERNMENTAL AGREEMENT

Signature Page

LAS VEGAS PAIUTE TRIBE

"PAIUTE TRIBE"

By: 

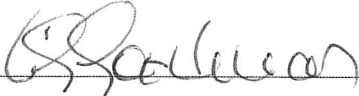
Printed Name: Curtis Anderson

Title: Chairman

Date of Tribe Approval: 3/29/2021

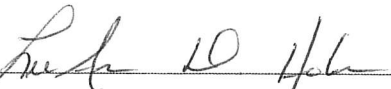
CITY OF LAS VEGAS

"CITY"

By: 
Carolyn G. Goodman, Mayor

Date of City Council Approval: April 7, 2021

Attest:

By: 
LuAnn D. Holmes, MMC
City Clerk

Approved as to Form:


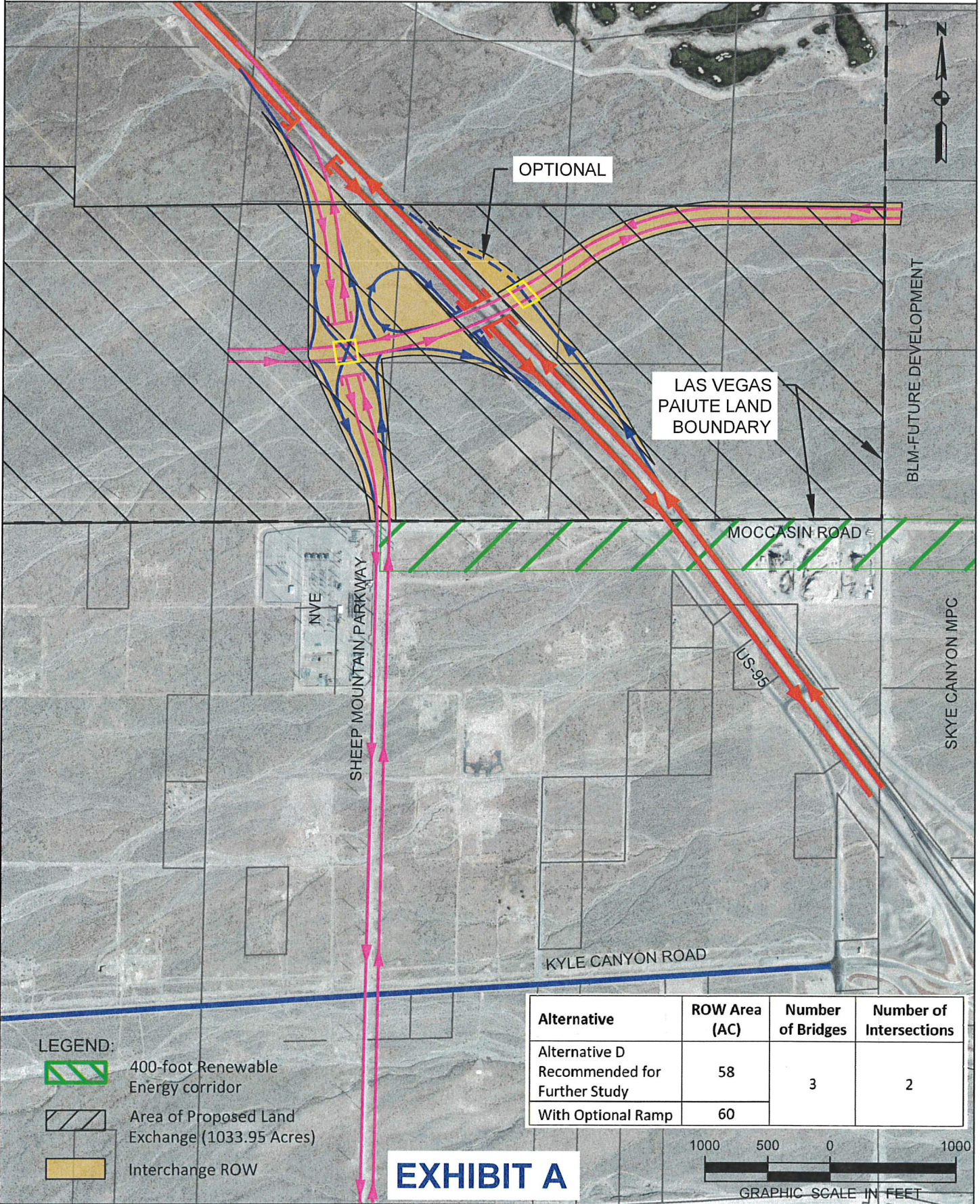
By:  3/29/21
John S. Ridilla Date
Chief Deputy City Attorney

EXHIBIT A

VICINITY MAP

[SEE ATTACHED]

SHEEP MOUNTAIN PARKWAY / US-95 INTERCHANGE ALTERNATIVE D RECOMMENDED FOR FURTHER STUDY



Alternative	ROW Area (AC)	Number of Bridges	Number of Intersections
Alternative D Recommended for Further Study	58	3	2
With Optional Ramp	60		

EXHIBIT A

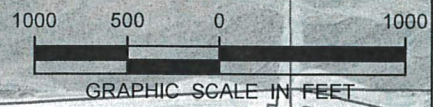


EXHIBIT B

BUILDING HEIGHT RESTRICTIONS

[SEE ATTACHED]

TRIBAL LANDS AND UPPER LAS VEGAS
WASH DEVELOPMENT TOPO MAP

City of Las Vegas

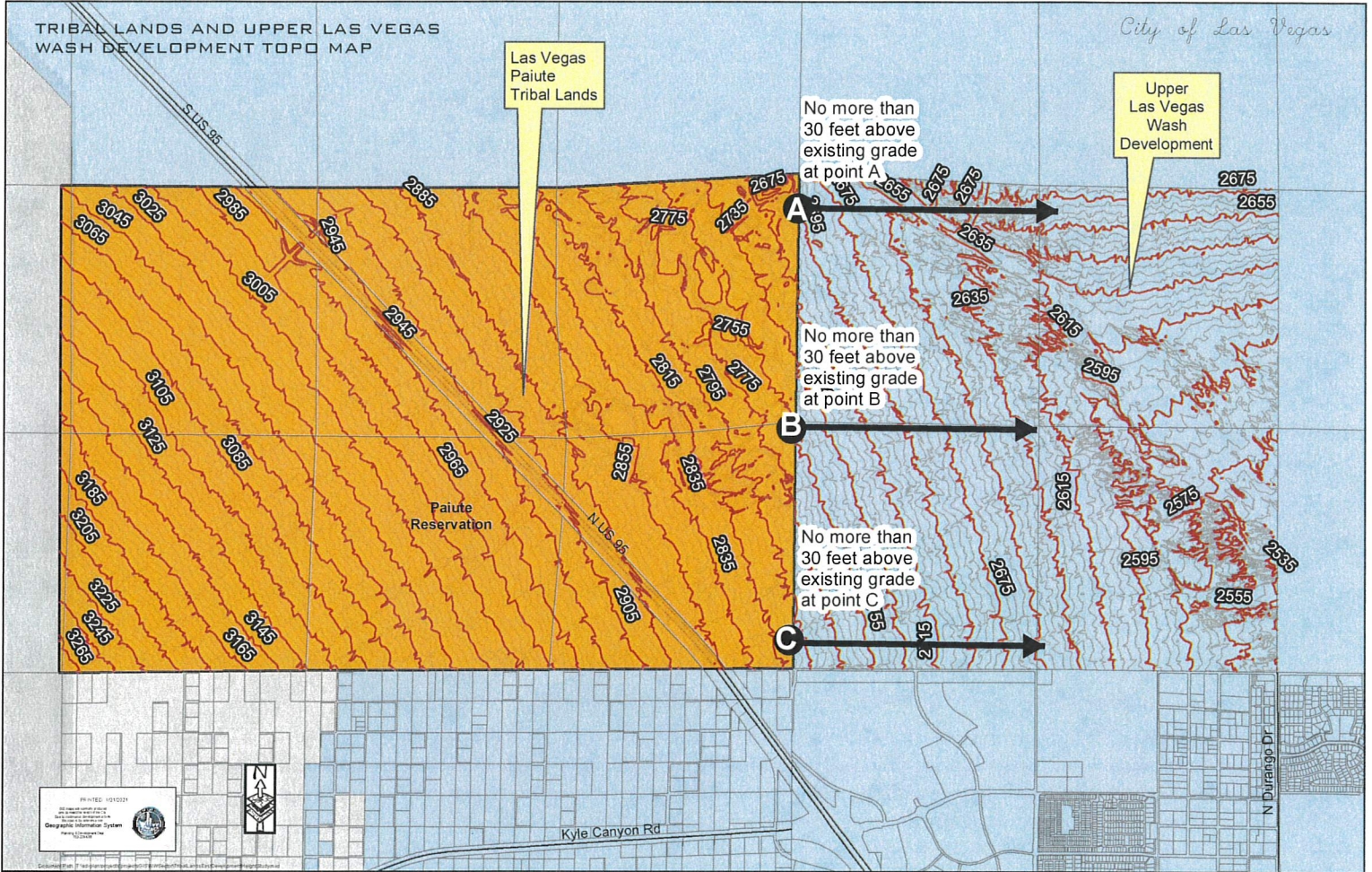
Las Vegas
Paiute
Tribal Lands

Upper
Las Vegas
Wash
Development

No more than
30 feet above
existing grade
at point A

No more than
30 feet above
existing grade
at point B

No more than
30 feet above
existing grade
at point C



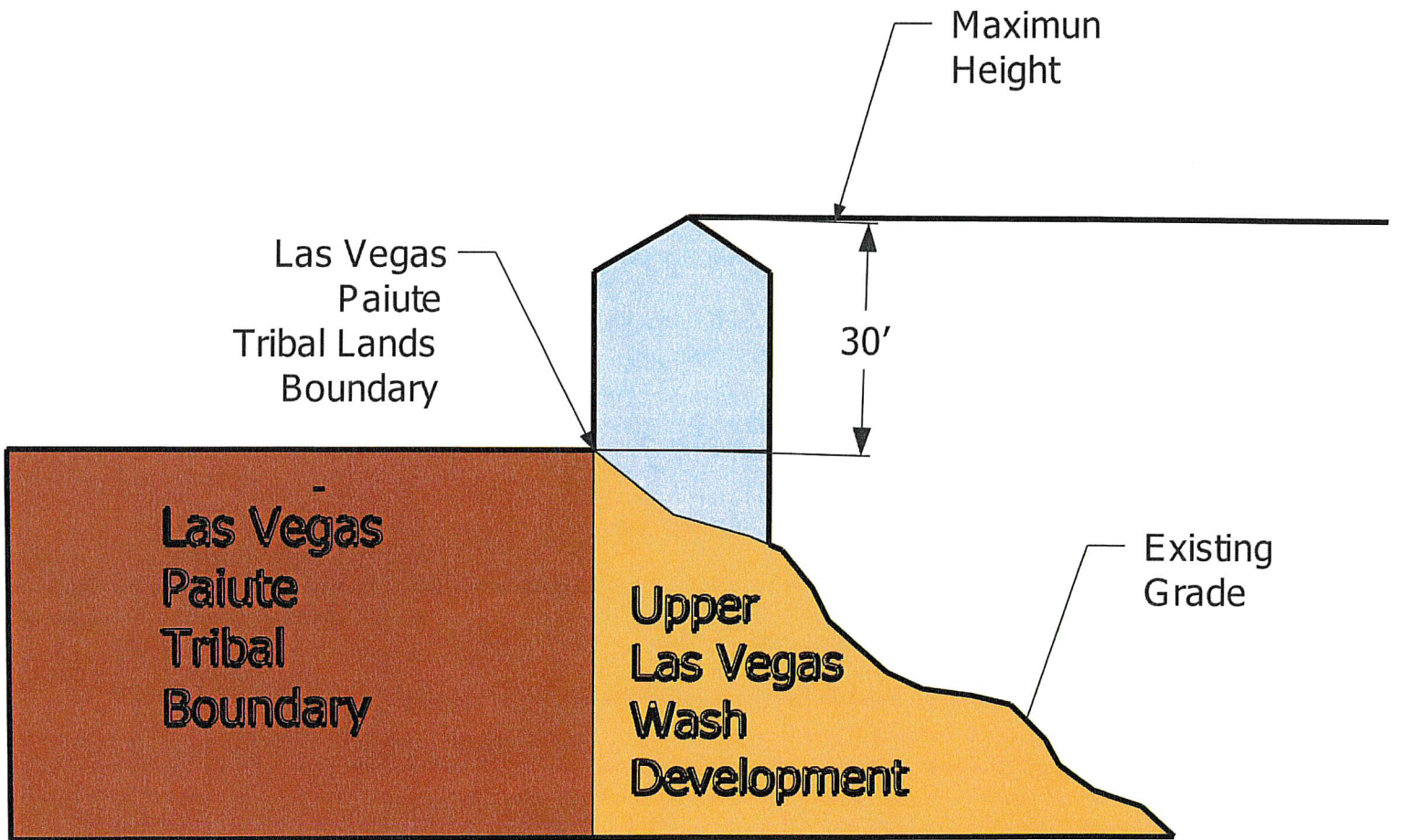


EXHIBIT P

DEVELOPER SPECIAL IMPROVEMENT GUIDELINES

CITY OF LAS VEGAS

DEVELOPER SPECIAL IMPROVEMENT DISTRICT GUIDELINES



August, 2007

TABLE OF CONTENTS

CITY OF LAS VEGAS Developer Special Improvement District Guidelines

	Page
Eligible Improvements	1
Regional Improvements	1
Public Ownership Requirements	1
Benefit	2
Subdivision Improvements	2
Size	2
Environmental Matters	2
Development	2
Property Owner Experience	2
Financing Completion; Equity	3
Land Use	3
Water, Sewer, and Other Utilities	3
Other Permits	3
Assessment Bonds and Bond Security	3
Primary Security	3
Reserve Fund	3
Appraisal Valuation	4
Additional Security	4
Payment of Assessments; Capitalized Interest	4
Absorption Study	5
Floating Rate Bonds	5
No Pledge of General Fund or Taxing Power	5
Bond Underwriting Commitment	5

Consultants	5
Expenses	5
Project Acquisition	6
Cost Overruns	6
Procedure	6
Pre-Application Meeting	6
Application	6
Council Approval	6
Security for Costs	6

CITY OF LAS VEGAS
Developer Special Improvement District Guidelines

Chapter 271 of Nevada Revised Statutes (hereinafter NRS), authorizes the City of Las Vegas (hereinafter “City”) to construct and/or acquire improve, equip, operate and maintain 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 (hereinafter “SID”) 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 to develop their property for residential, commercial, industrial, or other beneficial uses.

Except as provided below, these guidelines apply to all SID’s financed under NRS 271.700 through 271.730 and to all other assessment districts which **both** involve 15 or fewer property owners **and** involve properties 85% or more of which are unimproved, and the value of the property to be assessed “as is” (without considering the improvements to be installed or further subdivision), as shown in the records of the County Assessor or by an appraisal acceptable to the City, is less than three times the amount of the proposed assessment. These guidelines do not apply: (a) if 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., Regional Transportation Commission Funding); or (b) if the SID is initiated by the provisional order method on recommendation of the Director of Public Works after consultation with the Department of Finance. These guidelines also do not apply to districts that were initiated by action of the City Council prior to the adoption of these guidelines.

The City Council reserves the right, on a case by case basis, to impose additional requirements or waive any of the specific requirements listed herein. Such waived requirements or additional requirements shall be noted in a resolution or ordinance adopted by the City Council, together with a finding that the deviation from this policy is in the best interest of the City. The City will consider the impact of issuing bonds under these guidelines on its overall tax supported debt ratios and bond ratings.

A. Eligible Improvements

1. Regional Improvements. The City will consider financing only regional infrastructure improvements. Regional infrastructure improvements are those streets, storm drains, flood control, water systems, sewer and other utilities, which will provide benefit to the entire project. Such projects are those which the City Council has determined will benefit the general area in which the development is located as opposed to improvements, which exclusively benefit a particular subdivision. Only that portion of the total cost which benefits the SID 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 City 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 i.e., such as neighborhood streets.

5. Size. Generally, the City will not consider stand alone assessment districts which involve less than \$3,000,000.

B. Environmental Matters

1. A Phase 1 environmental assessment (hazardous waste assessment) must be conducted, by the owner, for the property to be assessed and prior to any improvements being placed and property to be dedicated to 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 such property. With respect to abating environmental hazards that are located on property on which improvements financed with the SID are proposed to be located on the property to be assessed 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 environmental assessment indicates that there may be an environmental hazard on any such assessed property, the property owner will be required to completely abate the problem or to post security for environmental clean up costs prior to the City proceeding with the Special Improvement District. The environmental assessment shall be performed by an Environmental Engineer acceptable to the City prior to the creation of the Special Improvement District.

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 and Financial Information. The property owner must demonstrate to the City that it has the expertise and financial resources to develop the property involved in the Special Improvement 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 any other prior development projects of similar or larger size, which the property owner has completed, (c) a list of references consisting of the names, addresses and telephone numbers of officials of other political subdivisions in which the property owner has completed similar or larger sized developments, (d) a description of any financial obligations on which the property owner or related party has defaulted in the past ten years, including any non-recourse or assessment financing on property owned by the property owner or related party with respect to which a payment was not timely made, and (e) evidence that the property owner has the financing to proceed with the development. (This evidence could consist of a commitment letter from a bank or other financial institution or other evidence that the property owner has sufficient resources in its bank accounts and other investments to commence and complete development.) The City will accept, in lieu of the audited financial statements required in (a) above, a comfort letter from a mutually acceptable CPA firm demonstrating for the past three (3) consecutive years: (1) a minimum level of net worth acceptable to the City, has been maintained by the property owner; (2) whether there have been any material adverse changes in the property owner's operations; and (3) whether or not there have been any exceptions in the accountant's opinion letter on the property owner's financial statements. If this alternative is utilized, the property owner shall also provide such other financial information as the City and its consultant's request.

2. Financing Completion: Equity. The property owner must provide the City with its plan for financing the proposed development to completion and advise the City of the amount of equity it has invested in the proposed development. Before bonds are issued, the property owner must provide evidence acceptable to the City of its ability (e.g., a commitment letter from a lending institution) and/or plan to finance the portion of the development expected to be completed in the ensuing 12 months.

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 by the property owner 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 (i.e., electricity, gas, telephone) services to the development stating that capacity is then in existence and reserved, etc. 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 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 100% of the assessed property must accompany the petition. The City may also require ALTA title insurance in an amount equal to the bonds on a case by case basis.

2. Reserve Fund. A reserve fund in an amount equal to the lesser of one year's principal and interest on the bonds or 10% of the proceeds of the bonds must be funded at the time bonds are issued or in an amount to be determined by the City.

3. Appraisal Valuation. The property owner must provide the City with funds with which to have an expert prepare an appraisal. The appraiser will be selected by and contracted with, the City. The property owner must demonstrate to the City that there is no significant financial risk to the City in issuing the bonds. The City will require that an appraisal of the property which will be assessed indicates that the appraised value of the property "as is" (prior to further subdivision and without considering the installation of the improvements) is at least 1.15 times the amount of the 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.

4. Absorption Study. The property owner must provide the City with funds with which to have an expert prepare an absorption study. The City shall select and contract with the expert to prepare the absorption study illustrating the estimated length of time required for the purposed end product (houses, commercial space, etc.) to be absorbed into the marketplace. The absorption study will be 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. The appraiser may be required to provide an opinion on the reasonableness of the absorption analysis if it is included as part of the report.

5. Additional Security. The property owner must demonstrate to the satisfaction of 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 described in section D (1), (2), and (3) above, the City can require additional security as it deems necessary. This additional security may 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 NRS Chapters 355 and 356 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 an Agent of the City. Interest paid on the pledged securities, if there is no 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, (2) on which a substantial improvement (e.g., a home or commercial building) has been completed if the parcel has a size of one acre or less, or (3) to the extent that property is conveyed to one or more third-party property owners, then a proportionate amount of the foregoing additional security shall be released with respect to such conveyed property so long as such conveyed property does not exceed, in the aggregate, thirty percent (30%) of the entire property included within the SID; 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.

6. Payment of Assessments; Capitalized Interest. The assessments shall be payable over not more than 30 years in substantially equal semiannual installments (excluding variable rate bonds with regards to equal payments) generally 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.

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 a wholesale sale to the 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, surplus and deficiency fund or taxing power to bonds issued for SID's created pursuant to these guidelines. All statements and materials related to the sale

of such local improvement bonds shall emphasize and state that neither the faith, credit nor the taxing power of the City of Las Vegas is pledged to the repayment of the bonds, nor is there an obligation of the City to replenish any funds connected thereto from revenue sources other than annual assessments or proceeds from sale or foreclosure proceedings.

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 SID, 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 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 from its funds 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 Bond Counsel, and the costs 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 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. Unless approved by the Finance Director, the City will only acquire discreet complete projects whose cost together with the cost of other complete discreet projects being acquired at the same time is \$250,000 or more. The City will only do acquisition districts.

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. Continuing Disclosure Reports. The property owner will prepare and distribute, at their own expense, reports associated with SEC 15(c)2-12.

J. 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 SID and file the petition and an application which contains sufficient information and exhibits to demonstrate that the proposed SID will comply with parts “A through I” 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 through I” 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, cash or other acceptable form of security for payments of the costs described in paragraph “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 Chapters 355 and 356.