

Exhibit "K"
Parks Agreement

SKYE SUMMIT PARKS AGREEMENT

THIS SKYE SUMMIT PARKS AGREEMENT (the "Parks Agreement") is made this 6th day of November 2024, by the **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada (the "City") and **CANYON WALK, L.L.C.**, a Nevada limited liability company ("Canyon Walk" or "Master Developer"). The City and Master Developer are sometimes referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. City and Master Developer are parties to, and desire to enter into this Skye Summit Parks Agreement in connection with the Development Agreement for Skye Summit Master Planned Community entered into concurrently with this Agreement on the 6th day of November, with respect to that certain 514.85 gross acres of real property and the improvements constructed or to be constructed thereon identified therein as the "Community".
- B. The current owner of certain land described in Exhibit A attached hereto ("Skye Summit") within the corporate boundaries of the City is Canyon Walk, L.L.C., a Nevada limited liability company.
- C. Master Developer has, concurrently with the execution of this Parks Agreement, entered into that certain Development Agreement for Skye Summit Master Planned Community with the City (the "Development Agreement").
- D. The Development Agreement contemplates that Master Developer will construct parks and other recreational amenities within Skye Summit as a condition to the City's approval of the development project.
- E. Pursuant to Chapter 4.24 of the Municipal Code of the City (the "Code"), a residential construction tax is payable prior to the issuance of a building permit for the construction of a residential dwelling unit.
- F. Pursuant to Section 4.24.140 of the Code, the residential construction tax may be waived for a project upon the developer's execution of an agreement with the City requiring the developer to construct park facilities ("Qualified Parks") in lieu of paying the tax.
- G. Pursuant to Section 4.24.100(A) of the Code, a developer may establish an association for the common ownership and maintenance of a developed park site that is designed for and dedicated exclusively to recreation in such development. Pursuant to Section 4 of the Development Agreement, Master Developer will organize a Master Homeowners Association (the "Master HOA") that will maintain certain parks and common areas prior to any property conveyance.
- H. The Parties wish to enter into this Parks Agreement: (i) to establish the amount and nature of the parks and recreational facilities to be constructed by Master Developer as part of its obligations with respect to the development of Skye Summit, (ii) to waive the residential construction tax, (iii) to set forth the ownership and maintenance of the Qualified Parks by the City and Master HOA, (iv) to establish the procedure by which the right is reserved or granted to the public for use of the Qualified Parks, (v) for other purposes as set forth below. The Parties intend that this Parks Agreement be a covenant running with the land with respect to any Qualified Parks. The Parties agree to work in good faith to expeditiously submit and process the park plans outlined herein for the benefit of the City and Skye Summit.

NOW, THEREFORE, in consideration of the above recitals and of other valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following plan for the construction, protection and benefit of the Qualified Parks and an additional City of Las Vegas Park ("City Park"). This Parks Agreement shall run with, and shall be binding upon and pass with the ownership interest in the Qualified Parks and shall inure to the benefit of and apply to and bind the Parties and their respective successors in interest.

1. Designation of Qualified Park Acreage. Master Developer agrees to design and construct, at Master Developer's sole cost and expense, all of those Qualified Parks, trails open spaces and other recreational areas depicted on Exhibit B attached hereto. Each of the park areas is hereinafter referred to by the name designation indicated on Exhibit B. All recreational amenities for the Qualified Parks and their recreational amenities shall be conveyed to the Master HOA.
2. Required Facilities of Qualified Parks. Master Developer agrees that each of the Qualified Parks shall, at a minimum, contain those amenities and features described in the Development Standards and Design Guidelines ("DS/DG") found at Exhibit K of the Development Agreement including Table 2.3.1: Trail Node Amenities and Table 2.2.1: Park Amenities ("Required Facilities"). Master Developer and City agree that all parking and street landscaping are subject to the approval of the City Planning Department or as defined in the approved DS/DG. City agrees that Master Developer shall have discretion with respect to any other amenities or features that are to be placed within the Qualified Parks in addition to the Required Facilities and that City shall not unreasonably withhold or delay its approval of any conceptual plan for a park that contains all of the Required Facilities. Any changes to the Required Facilities may be approved as a Minor Modification as outlined in the Development Agreement Section 3.04.
3. Design of Qualified Parks. Prior to construction of each Qualified Park, Master Developer shall meet with the City staff to discuss park amenity programming and shall submit to the City a conceptual plan for such park showing the Required Facilities and any additional proposed amenities and features of the park for City's review. The details of the plans are to comply with Table 2.3.1: Trail Node Amenities and Table 2.2.1: Park Amenities of the approved DS/DG. Following acceptance by the City of the conceptual plan, Master Developer shall proceed to design the park in accordance with the standards set forth in the Skye Summit Design Guidelines, the DS/DG, this Parks Agreement, and the City of Las Vegas Building Codes in effect at the time of issuance of the permit for the particular development activity. Where the design of a Required Facility is not contained in any of the above-listed standards and guidelines, Master Developer can process a minor modification per Section 3.04 of the Development Agreement. City agrees that its final approval of the drawings and specifications for the park shall be limited to adherence with the Skye Summit Design Guidelines, the DS/DG, this Parks Agreement, and the provisions of the Building Codes relating generally to construction of improvements within the City.
4. Construction of Qualified Parks. Following approval of the drawings and specifications for each park Master Developer shall promptly proceed with construction thereof and diligently pursue completion of each park in accordance with the schedule set forth in Section 5.
5. Completion Schedule. Master Developer agrees that it will adhere to the following schedule for design and construction of Qualified Parks. For purposes herein, the commencement of construction shall be upon issuance of a grading permit.
 - A) For purposes of this Parks Agreement, Skye Summit comprises several "Qualified Park Areas," each of which has associated Qualified Parks and other amenities within its boundaries. Qualified Park Areas 1, 2 and 3 are located within Skye Summit. The Qualified Park Areas are described on Exhibit B hereto.
 - B) Master Developer shall submit to the City for its review a conceptual plan of each individual Qualified Park located within the Qualified Park Areas prior to the issuance of the first (1st) permit for the construction of dwelling units within such individual Qualified Park Area that exceeds the Qualified Park Construction Trigger shown on Exhibit C. City will notify the Master Developer when

seventy-five percent (75%) of the Qualified Park Construction Trigger permits have been issued in each individual Qualified Park Area.

- C) Master Developer shall prepare ninety (90) percent construction drawings and specifications for each individual Qualified Park and submit them to the City for its review within one hundred eighty (180) calendar days following the City's approval of the conceptual plans for such individual Qualified Park. Master Developer shall subsequently submit one hundred (100) percent construction drawings and specifications within ninety (90) days of completion of the City's review of the ninety (90) percent construction drawings and specifications.
- D) Master Developer shall commence construction of each individual Qualified Park located within a Qualified Park Area located within Skye Summit within the timeframe described below and shall complete each such individual Qualified Park within eighteen (18) months of the start of construction.
- E) QUALIFIED PARK AREA 1
 - a. Park 1.7 and Park 1.9
 - b. 1.36 net acres and 1.10 net acres
 - c. Commence construction on Park 1.7 prior to the issuance of the two hundred fiftieth (250th) building permit for a residential dwelling unit in Qualified Park Area 1. Commence construction on Park 1.9 prior to the issuance of the four hundredth (400th) building permit for a residential dwelling unit in Qualified Park Area 1.
- F) QUALIFIED PARK AREA 2
 - a. Park 2.10 and Park 2.12
 - b. 1.61 net acres and 9.88 net acres
 - c. Commence construction on Park 2.10 prior to the issuance of the two hundred fiftieth (250th) building permit for a residential dwelling unit in Qualified Park Area 2. Commence construction on Park 2.12 prior to the issuance of the four hundredth (400th) building permit for a residential dwelling unit in Qualified Park Area 2.
- G) QUALIFIED PARK AREA 3
 - a. Park 3.8 and Park 3.9
 - b. 1.10 net acres and .98 net acres
 - c. Commence construction on Park 3.8 prior to the issuance of the two hundred fiftieth (250th) building permit for a residential dwelling unit in Qualified Park Area 3. Commence construction on Park 3.9 prior to the issuance of the four hundredth (400th) building permit for a residential dwelling unit in Qualified Park Area 3.
- 6. Public's Right to Use of Qualified Parks. Master Developer agrees that the Qualified Parks will be available for use by the general public on a non-discriminatory basis. Master Developer shall ensure that a land use restriction creating nondiscriminatory access and use rights for the public to and over such Qualified Park is recorded against the park parcel in the Official Records of Clark County, and shall provide a verified copy thereof (with the recording information set forth thereon) to the City. In the event of any failure to record such restriction, the Master HOA shall record such restriction and provide such copy to the City upon receiving such Qualified Park from Developer. Each Qualified Park shall be conveyed by Master Developer to the Master HOA within sixty (60) days of final

completion and accepted as a "Park" to be maintained by the Master HOA pursuant to a declaration that meets the requirements of NRS Chapter 116.

7. Maintenance Obligations. The Master HOA will assume and accept the Master HOA's duty pursuant to the Declaration to maintain the Qualified Parks (now also known as the "HOA Parks"), except for the City of Las Vegas Park, which shall be maintained by the City, within thirty (30) days of completion. The Master HOA shall maintain the HOA Parks it has accepted in good condition and repair in compliance with the Declaration except as otherwise set forth herein. This Parks Agreement, along with the Maintenance Plan attached hereto as Exhibit F takes the place of and satisfies the requirements of the maintenance plan with the Master HOA required by the City with respect to the HOA Parks pursuant to NRS 278.4789.
8. Rules and Regulations. The Master HOA shall have the right to establish rules and regulations for use of the HOA Parks that it has accepted. However, all rules and regulations must apply equally to members of the Master HOA and the public. The rules and regulations cannot discriminate against members of the public in favor of members of the Master HOA. The Parties acknowledge and agree that portions of certain HOA Parks may be reserved for the private use of Members of the Master HOA and guests of the Master HOA.
9. Amendment of the Declaration. Neither Master Developer nor the Master HOA shall (i) amend any provision of the Declaration affecting the HOA Parks in a manner that violates any term or provision of this Parks Agreement, without obtaining the prior written consent of the City, or (ii) take any action pursuant to any provision of the Declaration or otherwise to change an active recreational area or facility to a use or character that does not permit active recreational use.
10. Damage and Restoration. In the event of damage to or destruction of the HOA Parks, the Master HOA shall, as soon as reasonably possible, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were in immediately prior to such damage or destruction. Likewise, in the event of damage to or destruction of the City of Las Vegas Park, per City policy the City shall, as soon as reasonably possible, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were immediately prior to such damage or destruction. All work shall be performed in a good and workmanlike manner and shall conform to all applicable governmental requirements, the Declaration and this Parks Agreement.
11. Construction of Qualified Parks. Master Developer shall, at Master Developer's expense, obtain all necessary permits and licenses for the construction and installation of the improvements in the Qualified Parks, give all necessary notices and pay all fees and taxes required by law.
12. City of Las Vegas Park ("City Park"). Master Developer agrees to contribute a maximum of twenty million dollars (\$20,000,000.00) ("Contribution Payment") to the design and construction of a City of Las Vegas Park to be constructed in the area identified in Exhibit D. This maximum Contribution Payment includes all related infrastructure to support the construction of the City Park. The conceptual design for the City Park and its location are located at Exhibit D.
 - A) The City will nominate the City Park for funding in each available application round for funding through the Southern Nevada Public Land Management Act of 1998 ("SNPLMA"). If the City Park is approved for funding through the SNPLMA prior to the issuance of the two thousand five hundredth (2,500th) residential building permit for the Skye Summit development:
 - a. The City will use the SNPLMA funds to design and construct the City Park in accordance with the conceptual design and location identified in Exhibit D.
 - b. Once the City receives a "Special Account Funds Notice" from the SNPLMA Division, the City shall act diligently to meet all requirements set forth in the SNPLMA Implementation Agreement – Part One – dated November 2018 (or any amendments thereto), to receive an executed

financial instrument so project work may commence within one year of the Special Account Funds Notice.

- c. If the City constructs the City Park with SNPLMA funds, Master Developer will contribute the twenty million dollar (\$20,000,000.00) Contribution Payment, less any and all expenses incurred in the design and construction of the City Park, to the City after completion of construction of the City Park. This Contribution Payment shall be used by the City for the development of new parks or enhancement of existing parks located within Ward 4.
- B) Alternatively, if the City does not obtain funds through SNPLMA prior to the issuance of the two thousand five hundredth (2,500th) residential building permit, then Master Developer will design and construct the City Park on 20.69 gross acres of land on a portion of APN 126-26-301-001. Master Developer shall commence construction of the City Park in conformance with the approved construction drawings, Table 2.2.2 of the approved DS/DG prepared for the City Park, and the City of Las Vegas Design Standards for Parks, Trails, Buildings, and Parking Facilities (Exhibit E) prior to the issuance of the two thousand eight hundredth (2,800th) residential building permit for the Skye Summit development. The City shall, at City expense, review construction drawings for the City of Las Vegas Park for code compliance and update as necessary. The design drawings shall then be approved by the City. The City shall complete this code compliance and approval process no later than one hundred twenty (120) days prior to the Master Developer's commencement of construction. Master Developer will complete construction within twenty-four (24) months of commencement of the City Park. In no event will the cost of construction of the City Park exceed the Contribution Payment of 20 million dollars (\$20,000,000.00) plus any interest earned pursuant this Section 12. The City Park will use park signage approved by the City of Las Vegas Park Standards. The Master Developer shall provide a 1 year warranty on all plant material and on irrigation systems downstream from the backflow preventer in the City Park.
 - C) The City shall obtain the land for the City Park from the Bureau of Land Management prior to construction. The City will commence maintenance of the City Park within thirty (30) days of completion of construction and acceptance by City. The City shall maintain the City Park to similar maintenance standards that the City establishes for all parks.
13. Waiver of Residential Construction Tax. In consideration of Master Developer's agreement to construct all of the Qualified Parks identified in this Parks Agreement and to make the Park Contribution Payment, City hereby waives the residential construction tax for all the residences constructed in Skye Summit up to the maximum number of residential units permitted by the Development Agreement and further waives the requirement for security for the estimated cost of construction.
 14. Use of Flood Control Facilities. City will allow Master Developer to construct open space, parks, trails and other recreational amenities within drainage corridors, drainage channels, and flood plains (for purposes of this Section only these terms may otherwise be defined as "Flood Facilities") so long as the Flood Facilities meet the minimum design and construction standards of City and the Clark County Regional Flood Control District. Master Developer shall be responsible for the replacement and/or repair of the open space, parks, trails and other recreation amenities within such Flood Facilities, if and when damaged or destroyed by water until such time as Master Developer shall convey the facilities to the Master HOA. This provision shall survive any termination or expiration of this Parks Agreement.
 15. Enforcement and Remedies.
 - A) General. If any Party defaults in the performance of any obligation under this Parks Agreement, and if such default remains uncured thirty (30) days after written notice from the other Party ("Nondefaulting Party"), stating with particularity the nature and extent of such default, then Nondefaulting Party shall have the right to (i) perform such obligation on behalf of such defaulting Party and (ii) be reimbursed by such defaulting Party, within ten (10) days of written demand, for the cost thereof the failure of the Nondefaulting Party to insist, in any one or more cases, upon

the strict performance of any provision of this Parks Agreement shall not be construed as a waiver of the future breach of such provision or any other provision of this Parks Agreement.

- B) Withholding of Residential Permits. If Master Developer fails to cure any default of its obligations described in Section 5, the City Council may, after a hearing, withhold the issuance of residential dwelling unit permits within Skye Summit. City shall provide Master Developer written notice at least fifteen (15) days prior to such hearing.
- C) Remedies Cumulative. Each Party to this Parks Agreement may prosecute any proceeding at law or in equity against any person or entity violating or attempting to violate any of the covenants or provisions contained herein to prevent such person or entity from so doing and to recover damages for any such violation. All remedies provided in this Parks Agreement are cumulative. Therefore, notwithstanding the exercise by a Party of any remedy hereunder, such Party shall have recourse to all other remedies as may be available at law or in equity.

16. Miscellaneous.

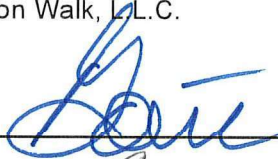
- A) Assignment. Master Developer may assign all of its rights and obligations under this Parks Agreement in conjunction with assignment to a successor Master Developer contemplated under Section 11 of the Development Agreement. Posting of a performance bond by a successor Master Developer shall not be required by the City so long as successor Master Developer assumes all Master Developer obligations in the Development Agreement, including the obligations in this Parks Agreement. If Master Developer (or successor Master Developer) desires to assign all or part of its rights and obligations under this Parks Agreement to anyone other than a successor Master Developer (or new successor Master Developer), the Parks Agreement Assignee shall assume the assigned rights and obligations, and the City shall not unreasonably withhold approval of such assignment. However, prior to the City's approval of such assignment to a Parks Agreement Assignee, Parks Agreement Assignee's performance shall be secured by a performance bond in the amount and form, and from a surety, agreed to by the City. The performance bond shall name the City and Master HOA as joint Obligees until such time that all outstanding obligations assumed by the Parks Agreement Assignee are complete and the parks are conveyed to the Master HOA. The Master HOA may not assign any of its rights or obligations under this Parks Agreement without prior written approval from the City, which shall not be unreasonably withheld.
- B) Notices. 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, postage prepaid and addressed to the party to be notified at the address for such party, (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240. 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.
- C) Interpretation. The captions of the various provisions of this Parks Agreement are for convenience and identification only and shall not be deemed to limit or define the contents thereof. This Parks Agreement shall be construed in accordance with the laws of the State of Nevada. This Parks Agreement supersedes all prior written or verbal representations or declarations of the Parties with respect to the subject matter hereof. If any clause, sentence, or other portion of this Parks Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.
- D) Binding Effect; Covenants Running With Land. By acceptance of a deed, lease or document of conveyance, or acquiring any ownership or leasehold interest in any of the real property constituting a Qualified Park, each person binds such person and such person's heirs,

personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Parks Agreement and any amendment hereto. In addition, each such person by so doing hereby acknowledges that this Parks Agreement sets forth a general scheme for the improvement and development of the real property covered hereby and evidences such person's intent that all the provisions contained in this Parks Agreement, as amended, shall run with the land and be binding on all subsequent and future owners, lessees, grantees, purchasers, assignees and transferees of property subject to this Parks Agreement. Each such person fully understands and acknowledges that this Parks Agreement shall be mutually beneficial and enforceable as provided herein by the various subsequent and future Owners, as well as by the parties hereto.

- E) Recordation. This Parks Agreement shall be recorded in the Official Records of Clark County, Nevada, and shall be effective upon such recordation.
- a. Duration and Amendment. This Parks Agreement shall continue in full force unless a Declaration of Termination satisfying the requirements of an amendment to this Parks Agreement is recorded. This Parks Agreement may be amended at any time by recording an amendment executed by Master Developer, the City, and the Master HOA.
 - b. No Third Party Beneficiaries. This Parks Agreement is intended for the exclusive benefit of the Parties hereto and their respective permitted assigns and the general public and is not intended and shall not be construed as conferring any benefit or right on any third parties, including any Designated Builders within Skye Summit.
 - c. Counterparts. This Parks Agreement may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of this Parks Agreement may be detached from any counterpart without impairing the legal effect to any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery of a counterpart by facsimile or portable document format (pdf) through electronic mail transmission shall be as binding an execution and delivery of this Parks Agreement by such Party as if the Party had delivered an actual physical original of this Parks Agreement with an ink signature from such Party. Any Party delivering by facsimile or electronic mail transmission shall promptly thereafter deliver an executed counterpart original hereof to the other Party.

SIGNATURE PAGE TO THE SKYE SUMMIT PARKS AGREEMENT

Canyon Walk, L.L.C.

By: 


Print Name: GARRY V GOETT

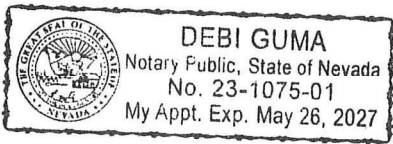
Title: PRESIDENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On the 21 day of NOVEMBER 2024, before me, the undersigned, personally appeared GARRY V GOETT personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument to be the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public in and for said State

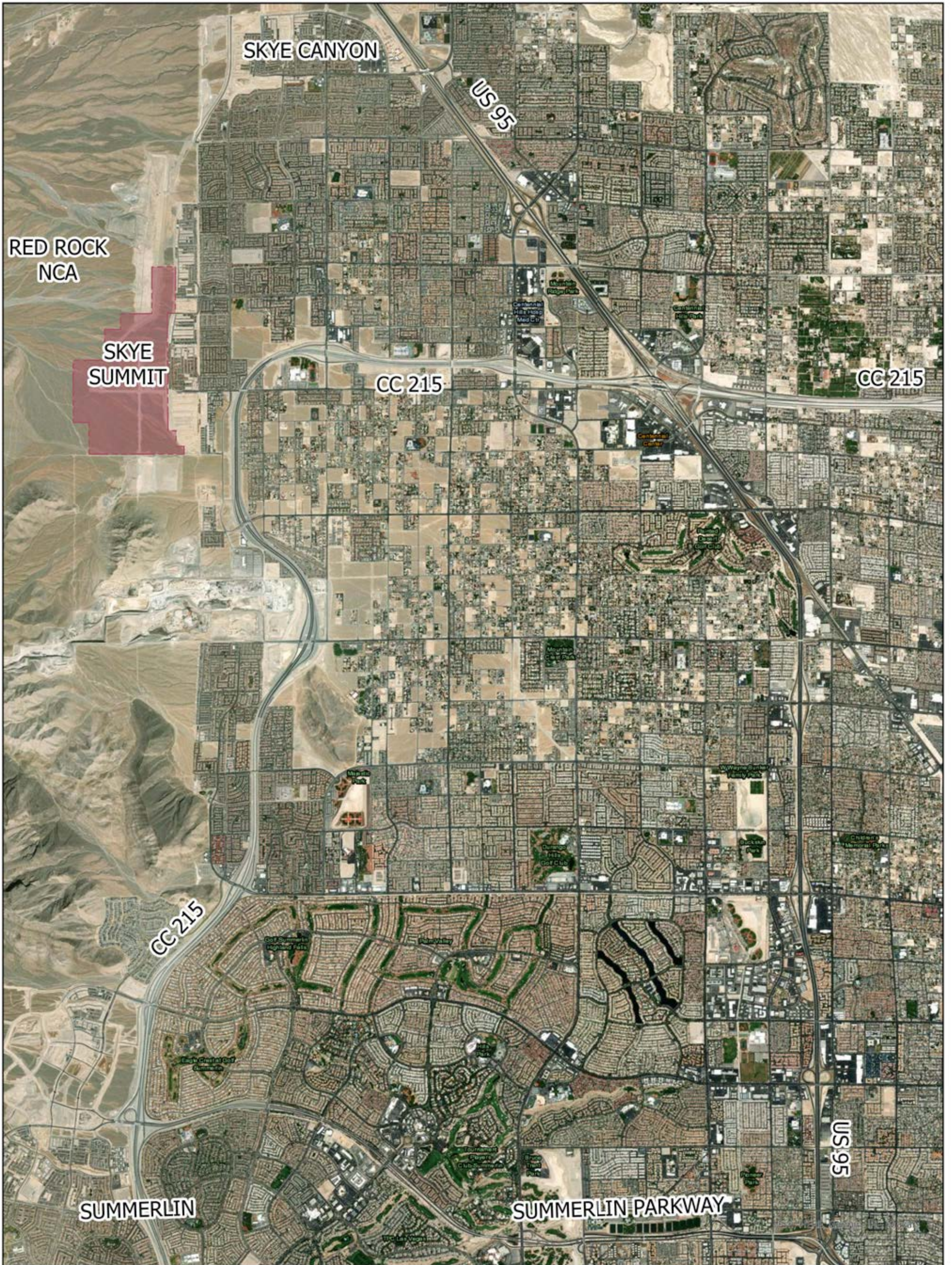


PARKS AGREEMENT

EXHIBIT A

PROPERTY DESCRIPTION

VICINITY MAP



0 0.5 1 2 Miles

PROPERTY DESCRIPTION

APN: 126-26-101-003 and a portion of the existing right-of-way 126-23-699-002

Legal Description

BEING THE WEST HALF (W_{1/2}) OF THE NORTHWEST QUARTER (NW_{1/4}) OF THE NORTHEAST QUARTER (NE_{1/4}) OF THE NORTHEAST QUARTER (NE_{1/4}) TOGETHER WITH THE WEST HALF (W_{1/2}) OF THE SOUTHWEST QUARTER (SW_{1/4}) OF THE NORTHEAST QUARTER (NE_{1/4}) OF THE NORTHEAST QUARTER (NE_{1/4}) TOGETHER WITH THE EAST HALF (E_{1/2}) OF THE NORTHWEST QUARTER (NW_{1/4}) OF THE NORTHEAST QUARTER (NE_{1/4}) TOGETHER WITH THE NORTHEAST QUARTER (NE_{1/4}) OF THE SOUTHWEST QUARTER (SW_{1/4}) OF THE NORTHEAST QUARTER (NE_{1/4}) TOGETHER WITH THE SOUTH HALF (S_{1/2}) OF THE SOUTHWEST QUARTER (SW_{1/4}) OF THE NORTHEAST QUARTER (NE_{1/4}) TOGETHER WITH THE WEST HALF (W_{1/2}) OF THE NORTHWEST QUARTER (NW_{1/4}) OF THE SOUTHEAST QUARTER (SE_{1/4}) OF THE NORTHEAST QUARTER (NE_{1/4}) TOGETHER WITH THE SOUTHEAST QUARTER (SE_{1/4}) OF THE SOUTHEAST QUARTER (SE_{1/4}) IF THE NORTHWEST QUARTER (NW_{1/4}) TOGETHER WITH THE NORTHEAST QUARTER (NE_{1/4}) OF THE SOUTHWEST QUARTER (SW_{1/4}) TOGETHER WITH THE SOUTH HALF (S_{1/2}) OF THE SOUTHWEST QUARTER (SW_{1/4}) TOGETHER WITH THE WEST HALF (W_{1/2}) OF THE SOUTHEAST QUARTER (SE_{1/4}) OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

ALSO BEING THE WEST HALF (W_{1/2}) OF THE NORTHEAST QUARTER (NE_{1/4}) TOGETHER WITH THE SOUTHWEST QUARTER (SW_{1/4}) OF THE NORTHWEST QUARTER (NW_{1/4}) OF THE SOUTHEAST QUARTER (SE_{1/4}) OF THE NORTHEAST QUARTER (NE_{1/4}) TOGETHER WITH THE WEST HALF (W_{1/2}) OF THE SOUTHWEST QUARTER (SW_{1/4}) OF THE SOUTHEAST QUARTER (SE_{1/4}) OF THE NORTHEAST QUARTER (NE_{1/4}) TOGETHER WITH THE SOUTHEAST QUARTER (SE_{1/4}) OF THE SOUTHWEST QUARTER (SW_{1/4}) OF THE SOUTHEAST QUARTER (SE_{1/4}) OF THE NORTHEAST QUARTER (NE_{1/4}) TOGETHER WITH THE NORTH HALF (N_{1/2}) OF THE NORTHWEST QUARTER (NW_{1/4}) TOGETHER WITH THE EAST HALF (E_{1/2}) OF THE SOUTHWEST QUARTER (SW_{1/4}) OF THE NORTHWEST QUARTER (NW_{1/4}) TOGETHER WITH THE SOUTHEAST QUARTER (SE_{1/4}) OF THE NORTHWEST QUARTER (NW_{1/4}) OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 514.86 ACRES, MORE OR LESS.

AND A PORTION OF SHEEP MOUNTAIN PARKWY DEDICATED PER BOOK 162, PAGE 55 OF PLATS, LYING WITHIN THE NORTHEAST QUARTER (NE_{1/4}) OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 5,975 SQUARE FEET, MORE OR LESS. (SEE ATTACHED EXHIBIT "A-1")

WALLACE MORRIS KLINE SURVEYING, LLC
Land Survey Consulting

APN: 126-23-699-002

EXHIBIT "A-1"

EXPLANATION: THIS DESCRIPTION REPRESENTS A PARCEL OF LAND FOR A DEVELOPMENT AGREEMENT IN SUPPORT OF THE "BLM 500" PROJECT.

DESCRIPTION

THAT PORTION OF SHEEP MOUNTAIN PARKWAY DEDICATED PER BOOK 162, PAGE 55 OF PLATS, LYING WITHIN THE NORTHEAST QUARTER (NE1/4) OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL "C2" AS SHOWN ON SAID PLAT;

THENCE ALONG THE NORTHERLY LINE OF SAID SHEEP MOUNTAIN PARKWAY LYING WITHIN THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 23, SOUTH 89°35'43" WEST, 205.71 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID NORTHERLY LINE, FROM A POINT TO WHICH A RADIAL LINE BEARS SOUTH 79°28'19" EAST, CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 2,900.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 01°26'55", AN ARC LENGTH OF 73.32 FEET;

THENCE SOUTH 11°58'36" WEST, 175.19 FEET TO A POINT ON THE WESTERLY LINE OF SAID SHEEP MOUNTAIN PARKWAY LYING WITHIN THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 23;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°31'31" EAST, 242.95 FEET TO THE NORTHWEST CORNER OF SAID SHEEP MOUNTAIN PARKWAY LYING WITHIN THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 23;

THENCE ALONG AFOREMENTIONED NORTHERLY LINE, NORTH 89°35'43" EAST, 48.43 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 5,975 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS

GRID NORTH AS DEFINED BY THE CENTRAL MERIDIAN OF THE NEVADA COORDINATE REFERENCE SYSTEM (NCRS), LAS VEGAS AND LAS VEGAS HIGH ELEVATION ZONES, NORTH AMERICAN DATUM OF 1983; SAID MERIDIAN BEING COINCIDENT WITH 114°58' WEST OF THE GREENWICH MERIDIAN.

ZONE: LAS VEGAS ZONE

DATUM (REFERENCE FRAME): NAD 1983(2011) EPOCH 2010.00

SYSTEM: NEVADA COORDINATE REFERENCE SYSTEM (NCRS)

PROJECTION: TRAVERSE MERCATOR

STANDARD PARALLEL (AND LATITUDE OF GRID ORIGIN): 36°15'00"N

LONGITUDE OF CENTRAL MERIDIAN: 114°58'00"W

NORTHING AT GRID ORIGIN: 200,000.00 M (656,166.6667 FEET US)

EASTING AT CENTRAL MERIDIAN: 100,000.00 M (328,083.3333 FEET US)

SCALE FACTOR ON CENTRAL MERIDIAN; 1.0001 (EXACT)

NOTES:

- 1) ALL DISTANCES AND BEARINGS SHOWN HEREON ARE PROJECTED (GRID) VALUES BASED ON THE PRECEDING PROJECTION DEFINITION.
- 2) GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARING DUE TO MERIDIAN CONVERGENCE.

CRAIG K. MATSUEDA, PLS
NEVADA LICENSE NO. 17022



APN:126-23-699-002

CANYON WALK, LLC
APN 126-26-101-003
OR:20240524:01398

PARCEL C1
PER BOOK 162,
PAGE 55 OF PLATS

N89°35'43"E
48.43'

POINT OF
BEGINNING

S89°35'43"W 205.71'

CANYON WALK, LLC
APN 126-26-101-003
OR:20240524:01398

N00°31'31"E 242.95'

5,975 S.F.

S11°58'36"W
175.19'

S79°28'19"^(R)E
 $\Delta=1^{\circ}26'55''$
R=2900.00'
L=73.32'
T=36.66'

POINT OF
COMMENCEMENT

SHEEP MOUNTAIN
PARKWAY
DEDICATED PER BOOK 162,
PAGE 55 OF PLATS

PARCEL C2
PER BOOK 162,
PAGE 55 OF PLATS

S11°58'34"W 578.26'



1" = 100'

P:\OLY\23193\DWG\EXHIBITS\23193-DEV_AGR_01.DWG

WALLACE MORRIS KLINE
SURVEYING, LLC.
LAND SURVEY CONSULTING

6525 W. WARM SPRINGS RD.
#100, LAS VEGAS, NV 89118

EXHIBIT "A-2"

LYING WITHIN THE NORTHEAST QUARTER (NE1/4)
OF SECTION 23, T. 19 S., R. 59 S., M.D.M., CITY
OF LAS VEGAS, CLARK COUNTY, NEVADA.

PAGE 1 OF 1

PARKS AGREEMENT

EXHIBIT B

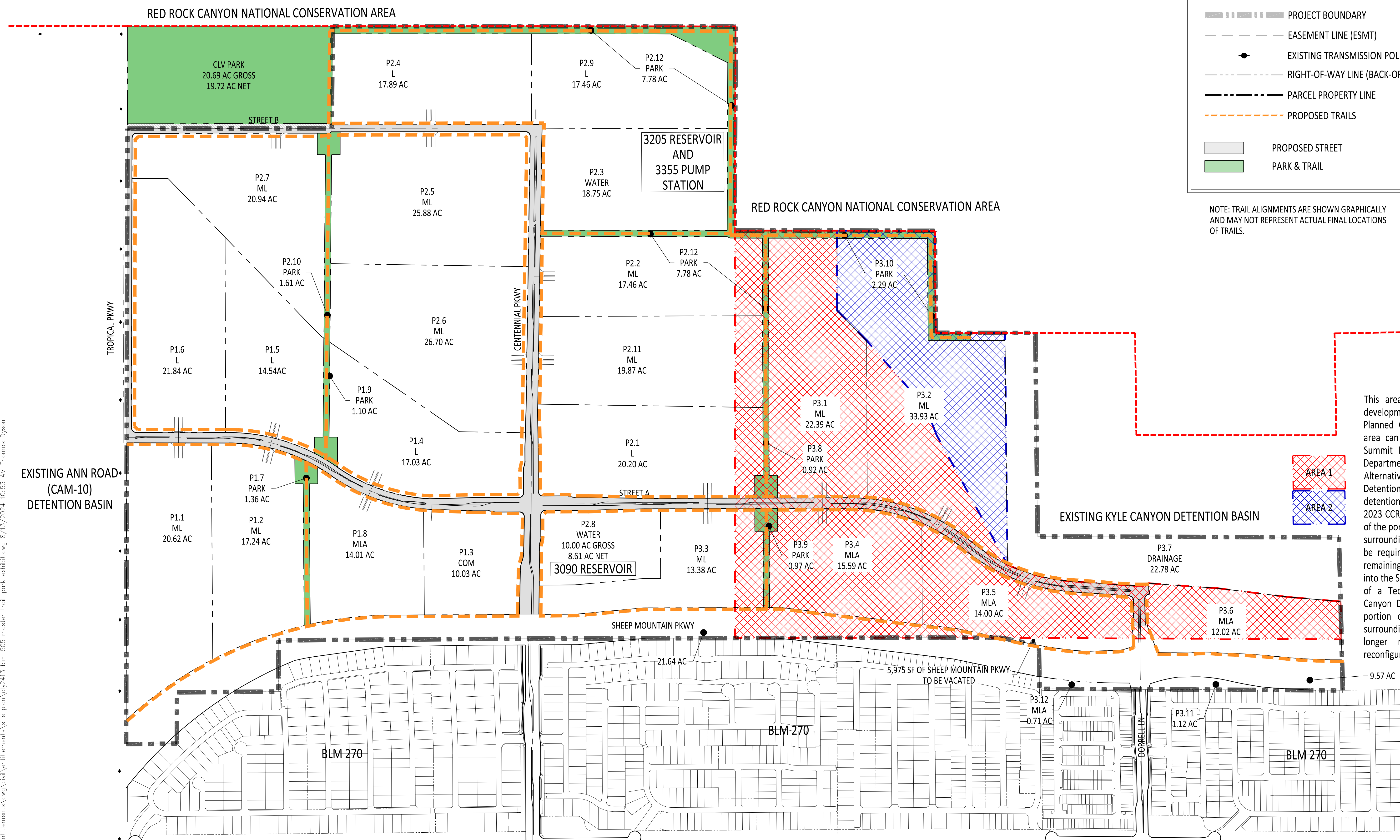
TRAIL AND PARK EXHIBIT

SKYE SUMMIT LAS VEGAS, NV

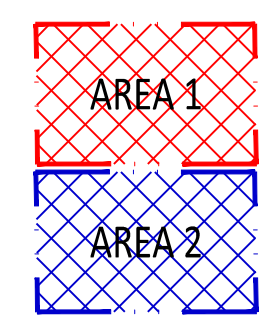
LEGEND

- PROJECT BOUNDARY
- EASEMENT LINE (ESMT)
- EXISTING TRANSMISSION POLE
- RIGHT-OF-WAY LINE (BACK-OF-CURB)
- PARCEL PROPERTY LINE
- PROPOSED TRAILS
- PROPOSED STREET
- PARK & TRAIL

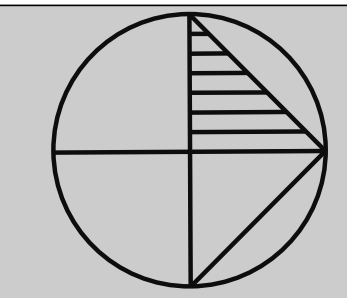
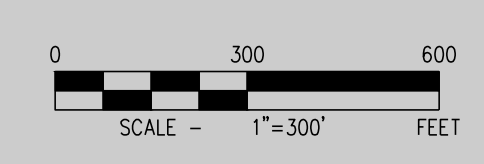
NOTE: TRAIL ALIGNMENTS ARE SHOWN GRAPHICALLY AND MAY NOT REPRESENT ACTUAL FINAL LOCATIONS OF TRAILS.



This area is designated for potential future development as part of the Skye Summit Master Planned Community. Development within this area can only be incorporated into the Skye Summit Master Plan after City of Las Vegas Department of Public Works approval of an Alternative Assessments for the Kyle Canyon Detention Basin to address the area required for detention basin expansion as identified in the 2023 CCRDCD Master Plan Update and Vacation of the portion of the existing BLM drainage grant surrounding the Detention Basin that would not be required for the expansion (Area #1). The remaining area (Area #2) can be incorporated into the Skye Summit Master Plan upon approval of a Technical Drainage Study for the Kyle Canyon Detention Basin and Vacation of that portion of the existing BLM drainage grant surrounding the Detention Basin that is no longer needed due to Detention Basin reconfiguration.



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PARKS AGREEMENT

EXHIBIT C

PARK TRIGGER EXHIBIT

Exhibit "C"
Park Trigger Exhibit

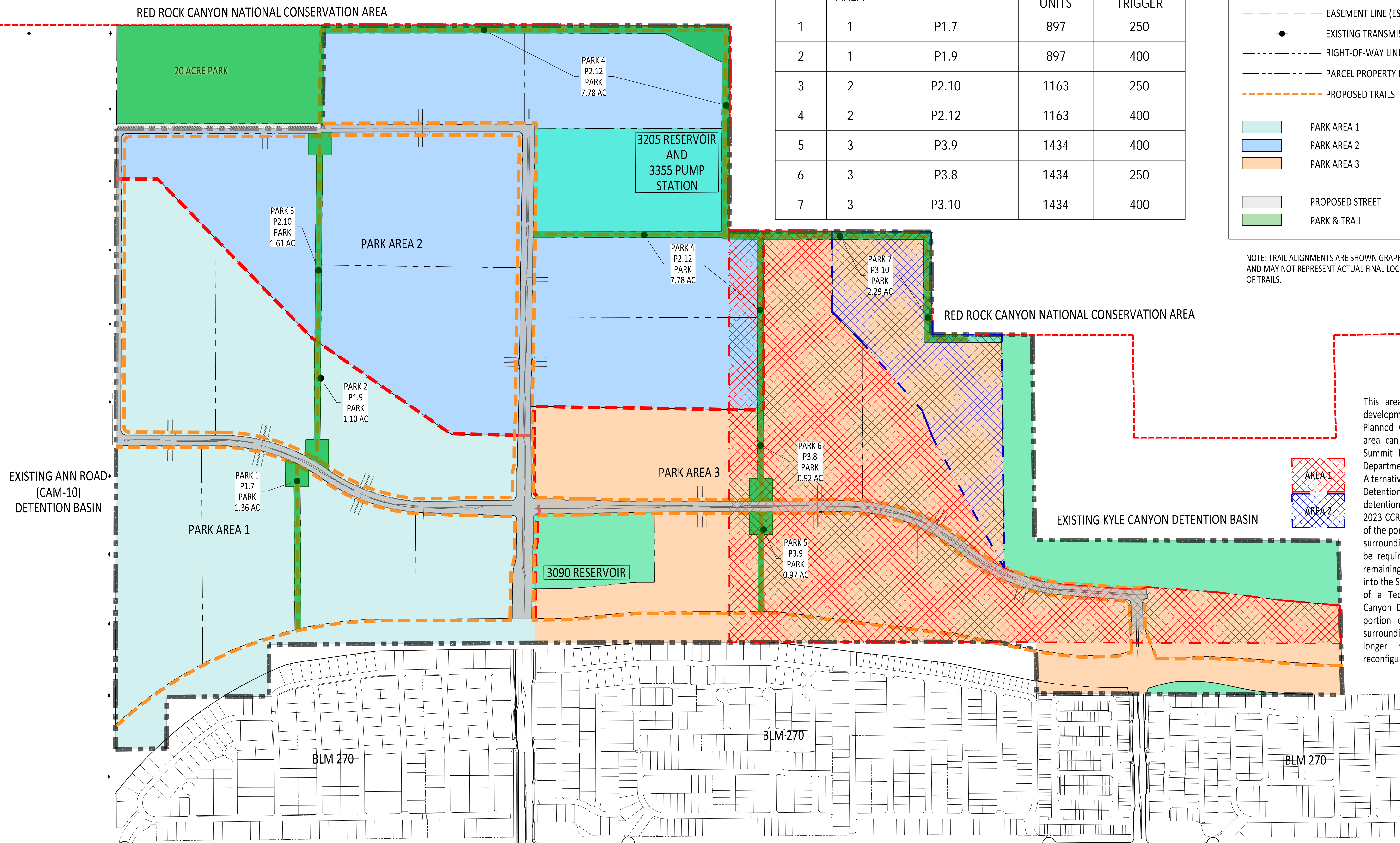
SKYE SUMMIT LAS VEGAS, NV

PARK AREAS				
PARK	PARK AREA	PARK PARCELS	PROBABLE DWELLING UNITS	PARK CONSTRUCTION TRIGGER
1	1	P1.7	897	250
2	1	P1.9	897	400
3	2	P2.10	1163	250
4	2	P2.12	1163	400
5	3	P3.9	1434	400
6	3	P3.8	1434	250
7	3	P3.10	1434	400

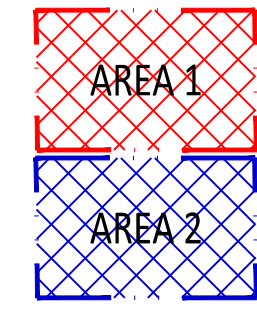
LEGEND

- PROJECT BOUNDARY
- EASEMENT LINE (ESMT)
- EXISTING TRANSMISSION POLE
- RIGHT-OF-WAY LINE (BACK-OF-CURB)
- PARCEL PROPERTY LINE
- PROPOSED TRAILS
- PARK AREA 1
- PARK AREA 2
- PARK AREA 3
- PROPOSED STREET
- PARK & TRAIL

NOTE: TRAIL ALIGNMENTS ARE SHOWN GRAPHICALLY AND MAY NOT REPRESENT ACTUAL FINAL LOCATIONS OF TRAILS.



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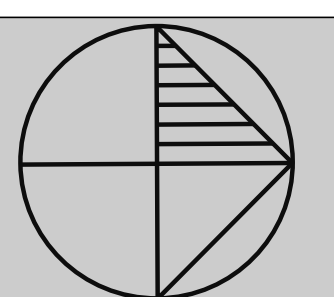
Phone (702) 284-5300 5725 W. Badura Ave. STE: 100
Toll Free (888) 937-5150 Las Vegas, NV 89118
westwoodps.com

Westwood Professional Services, Inc.

PARKS TRIGGER EXHIBIT



DATE: August 13, 2024
SCALE: 1"=300'
PROJECT #: OLY2306-000



PARKS AGREEMENT

EXHIBIT D

CITY OF LAS VEGAS PARK CONCEPTUAL DESIGN

Exhibit "D"
Conceptual Park Plans

20 ACRE PARK

MASTER PLAN



PARKS AGREEMENT

EXHIBIT E

**CITY DESIGN STANDARDS FOR PARKS, TRAILS,
BUILDINGS, AND PARKING FACILITIES**

DESIGN STANDARDS

Division 32 – Exterior Improvements

32 40 20 Park Design

Park Amenities. Park amenities vary with the size of the park, its location, and the current & future needs of the area. The [City of Las Vegas goals](#) for amenities in various size categories is provided as a guideline for what may be required in a park of a particular size.

Every park should normally include at least the following amenities:

- A 10 foot (8 to 12 feet as directed by city project manager) wide concrete loop walk connecting all major elements within the park (for pedestrian circulation, maintenance vehicles, Marshal vehicles, emergency vehicles), see Section 03 00 00 Concrete.
- A 5K (3.1 mile) running trail within the park that does not cross vehicle paths.
- Shaded totlot (both age groups).
- Drinking fountain

Athletic Field Turf. Unless directed by the city project manager otherwise, new rectangular fields will be synthetic turf (soccer, lacrosse, football), and new baseball/softball fields will be natural grass except turf baseball infields will be synthetic turf.

Safety Zone around rectangular fields. Provide a minimum of 10 feet wide up to 20 feet wide safety zone of turf from the playing field out of bounds line to the nearest concrete. The nearest concrete is going to be the concrete curb around natural grass and the concrete edge curb of synthetic turf, as well as the ADA concrete walkway access path and spectator concrete flatwork areas.

Reference Sections 32 18 13 Synthetic Grass Surfacing and 32 90 00 Planting for additional information.

Adjacent Residential Properties. Walking paths or other hard surfaces or activity areas should not provide views into residential properties, and be a minimum of 30 feet from any residential property line (50 feet where acreage permits). Where drainage patterns allow the grades to be lowered as necessary, the existing residential walls shall be used to provide all the necessary screening. Provide a site and grading design which does not require touching the existing off-property walls including existing adjacent grades, wall surface treatments, nor increasing height.

Artwork. Do consider the possibility for artwork locations, either on surfaces that are already a part of the design or possible locations for freestanding art, within the design. Such artwork must be at little or no additional cost to the City budget, with additional funding and coordination provided by the Arts Commission or others.

Color Scheme. Do propose a unified color scheme for the project including play equipment, resilient surfaces, light poles, gates, walls, restrooms, shade structures, handrails, bollards, tables, benches, trash receptacles, etc. Refer to Section 09 90 00 – Painting for a list of standard colors used by the City of Las Vegas for graffiti cleanup.

Restrooms. Use the Owner’s standard prototype design for restrooms, concessions and storage. Sealed drawings and specifications of the building will normally be provided by the City for insertion into the bid set. See Section 22 00 00 Design Information – Plumbing for the water pressure booster pump issue.

Provide an option in the restroom specifications to allow the restroom building to be factory constructed by a State licensed manufacturer who has been pre-approved by the City. The Contractor has the option to have the restroom building factory constructed by a State licensed modular commercial building manufacturer. The factory built option must provide exactly the same appearance, structure, and materials

DESIGN STANDARDS

Division 32 – Exterior Improvements

as the site built option, except as may be specifically allowed by the City at its sole discretion. The manufacturer must be prepared to proceed with no such exceptions being granted except that the floor slab may be revised to support the manufacturing and delivery process. Fully engineered sealed drawings and specifications by a Nevada registered professional must be reviewed and found acceptable to the City prior to their submission to the State for permit. Engineering drawings and specification to include foundation design based on this project geotechnical recommendations to revise the City of Las Vegas Building permit to site the modular building. This will be a deferred submittal to Building and Safety and the supplier will be required to be responsible to submit to Building and Safety the delayed submittal. Alternate construction methods and materials such as constructing the walls and roof of poured concrete will not be considered.

The Manufacturer must:

1. Be properly certified and licensed by the State of Nevada Manufactured Housing Division, Gary Childers Program Manager, as required by NRS 461 and 489 for manufacturing modular commercial buildings.
2. Provide owner positive references from ten previous similar projects, and
3. Receive the City's approval of its plant, quality control, and inspection programs.

Although not pre-approved by the City, one such supplier, no others known, who is reportedly willing to meet these requirements is:

The Public Restroom Company 9390
Gateway Drive, Reno, NV 89521
www.PublicRestroomCompany.com
888.888.2060

Concessions. If instructed to provide a concession space in a structure, utilize the City's standard design and provide only the improvements and amenities indicated on that design. No grease traps. See the Concession Equipment Building Standards Drawing.

Group Picnic Areas. See Section 13 34 00 Fabricated Engineered Structures for the group picnic area requirements.

Table Washing Hose Bibb. Picnic areas are pressure washed by city staff using a power washer on a trailer. Provide an above grade hose bibb(s) of potable water (not irrigation water) for refilling the washer tank in an accessible location(s) in the park. Provide vandal resistant tee key, anti-siphon, hose bibb spigots with a threaded nipple for easy replacement. Provide a stop and waste valve below grade in a valve box leading to the bibb, with drain rock in the bottom of the box. See [detail](#) for freestanding bibb or locate in the restroom plumbing chase.

Drainage. Design the site drainage so that all flows divert around any courts, skateparks, play equipment areas, and similar sporting/play improvements.

Climbing Structures. Avoid designs of trellises, entry and shade structures that can be easily climbed by children. They tend to see them as extensions of the play equipment.

Sidewalks. Reference Section 03 00 00 Design Information – Concrete for specific requirements.

Drainage Basins. Note that there are numerous requirements from the Regional Flood Control District of Clark County and the City regarding uses and signage/warnings when utilizing the area in drainage basins for parks or other uses. Reference required sign titled Multi-use Facility.

DESIGN STANDARDS

Division 32 – Exterior Improvements

Pump Enclosures. For parks less than 20 acres, the use of secure walled or fenced equipment enclosures is to be discouraged in favor of individual pad mounted equipment with locking covers dispersed throughout the site. This dispersion of pad-mounted equipment includes the irrigation booster pumps, the irrigation controllers (unless located in the restroom chase), electrical switchgear and panels, and backflow prevention devices. See Section 26 00 00 Electrical for more information.

When needed due to the concentrated location of pump equipment in large parks, pump enclosures and similar exterior secure enclosure areas are constructed of a CMU wall with an opaque gate per the City standard gate design, and a 6 gauge chain link fence laid horizontal as a security roof, height as necessary to meet code for clearance in front of electrical panels. These enclosures shall not be located at the "front door" of the park, and should be integrated into the design so as to be invisible. Reference the Utility Enclosure Gate drawings included in this section of the Design Standards.

Dog Waste Bag Dispensers. Provide at each pedestrian entrance into the park, at each parking lot entry point into the park, and throughout the walking trails within the park. Reference Section 12 93 00 Site Furnishings for additional information.

Signage. The following is a list of the general signs required in park projects and the locations / quantity of each type of sign to be installed

Note: Reference Signage Section 10 14 00 for additional information in regard to signage specifications, mounting requirements, and mounting heights. Reference additional Design Standards sections for additional signs relating to specific activities.

- Park Hours Custom Hours: Coordinate with Project Manager whether the park will have nonstandard hours of operation. If the park does have non-standard operating hours provide the sign drawing showing attachment to the Park Rules sign.
- Park Rules: One sign located at each main pedestrian entrance and one sign located at each vehicular entrance.
- Report Vandalism: One sign located at the main entrances to areas that may attract vandalism such as playground equipment areas, skate parks and group shelters. Avoid mounting signs to posts of shade or picnic structures.
- Dog Bag Dispensers: One sign mounted on post above dog waste bag dispenser. Coordinate with Dog waste bag dispenser design requirements in Site Furnishings Section 12 93 00 (Dog Station).
- Multi-Use Facility (Detention Basin): One sign at each entrance to detention basins. Note: reference Drainage Basins paragraph in this section for additional signage requirements.
- No wheeled Toys: Signs are required to be installed at entry points to resilient surface tracks.
- Children's Park (Designated): One sign located above park rules sign. Reference park rules sign for locations. Note: This sign to be used only if council appropriates the park specifically for children.
- Winter Irrigation: One sign located at each main pedestrian entrance and vehicular entrance.
Also install signs around the perimeter of turf areas at a maximum spacing of 100 lineal ft. between signs or as deemed necessary. Mount on post with other signs and if necessary on light poles.
Note: Winter Irrigation sign only to be included in the construction documents if the park is scheduled to be completed between the months of November and February.
- Walk Loop/Amenity: When a park has a walk loop, provide sign(s) at main parking lot(s). Sign size to be determined by park layout (see examples of a 100 acre park, Centennial Hills, and a 7 acre park, Bob Baskin). Sign blank to be sized in 6" increments, as required. Text to be 3/8" bold Arial.

Outdoor Stages/Show-Mobile Staging. Any park of 3 acres or more requires a staging area for the City's Show-Mobile, unless directed otherwise by City Project Manager. Provide a continuous, drivable concrete path, 10' wide that requires no backing and turning radii suitable for tractor trailer use. See Standard 26 56 00 Exterior Lighting and Electrical for power requirements.

PARKS AGREEMENT

EXHIBIT F

MAINTENANCE PLAN

MAINTENANCE PLAN FOR ALL PRIVATELY MAINTAINED PARKS,
FACILITIES AND OTHER COMMON AREAS

1. The Plan for Maintenance of Public and Common Areas (the “Plan”) must be approved by the City and must contain provisions that outline the proposed standards and level of maintenance and/or frequency of maintenance to be provided with respect to:
 - a. Common area landscaping and sidewalks;
 - b. Parks, trails, paseos, open spaces, and other recreational areas and the related Required Facilities described in the Park Agreement;
 - c. Temporary and/or interim drainage facilities including riprap lined channels and natural arroyos as determined by the approved Master Drainage Study, but excluding all temporary detention basins identified in the Master Drainage Study;
 - d. All landscaping and landscaping appurtenances located within the City’s dedicated public right-of-way.
2. The Plan will include provisions for maintenance of common area lighting and for walls and fences located within common areas, but excluding any walls or fences located on an individual unit or lot.
3. The Plan will include provisions for periodic inspection, maintenance and repair of the improvements in such a manner and with such frequencies so as to maintain the improvements to prevent deterioration, to avoid unsightliness, and maintain the aesthetic appearance, the function, the safety and look of the improvements as originally intended. Any significant deviation from the standards may be implemented only after consultation with and the approval of the City. The required levels of maintenance and repair shall be defined for the following components, including, without limitation:
 - a. Requirements for maintenance of all the following items in a healthy, safe, and aesthetically appropriate condition:
 - i. Non-Sports Field Turf (All allowable types)
 - ii. Sports Field Turf (All allowable types)
 - iii. Landscape and planting components, trees, shrubs, groundcover, etc. (All allowable types)
 - iv. Color plantings (All allowable types)
 - b. Requirements for maintenance of all the following items in an operable, healthy, safe, and aesthetically acceptable condition:

- i. Irrigation and all associated components
 - ii. Playground equipment
 - iii. Exercise or Par-Course equipment
 - iv. Picnic areas, including all appurtenances in the area
 - v. Shade Structures
 - vi. Water features, including all splash pads, fountains, drinking fountains
 - vii. Skate park areas, including all appurtenances
 - viii. Restroom facilities
 - ix. Dog park areas, including all appurtenances
 - x. Lighting (All allowable types)
 - xi. Sports Courts (All allowable types)
 - xii. Walkways, pathways, and roadways, with or without hardscape improvements
 - xiii. Fencing, walls, and gates (All allowable types)
 - xiv. Signage (All allowable types)
 - xv. Amenities, including all benches, trash receptacles, trash dumpsters, and picnic tables
 - xvi. All parking lot or other paved areas
4. The Plan will include a provision that the Plan can be amended by the governing board of the Master Homeowners Association (“HOA”) but only with the written consent of the City.
5. The Plan will include a provision that, in the event the Master HOA fails to maintain any or all of the improvements in accordance with the provisions of the Plan, the City may exercise its rights under the declaration, including the right of the City to make assessments for costs incurred by the City in maintaining the improvements, which assessments shall constitute liens against the Property and individual lots within subdivisions which may be executed upon and which shall have the same priority as liens for real estate taxes.