



DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use

Case #
Meeting Date
Total Fee
Received By/Date

23-0676
01/17/2024

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Amendment of Parks Agreement

Project Address (Location) Shaumber Road / W. Skye Canyon Park Drive

Project Name Skye Canyon **Proposed Use** _____

Assessor's Parcel #(s) 126-12-211-001 thru 054, 126-12-615-001 thru 029, 126-21-110-058 **Ward #** 6

126-12-211-058, 126-12-295-002, 126-12-295-008, 126-12-695-007 and 008, 126-12-295-002, 126-12-211-054, 126-12-211-057, 126-12-295-001, 126-12-211-056, and a portion of 126-12-610-006

General Plan: Existing ML Proposed _____ **Zoning:** Existing _____ Proposed _____

Additional Information _____

Property Owner Century Communities of Nevada, LLC **Contact** Joe Genovese

Address 8390 E. Crescent Parkway, Suite 650 **City** Greenwood Vill **State** CO **Zip** 80111

E-mail Joe.Genovese@centurycommunities.com **Phone** _____

Applicant Century Communities of Nevada, LLC **Contact** Joe Genovese

Address 8390 E. Crescent Parkway, Suite 650 **City** Greenwood Vill **State** CO **Zip** 80111

E-mail Joe.Genovese@centurycommunities.com **Phone** _____

Representative Kaempfer Crowell **Contact** Liz Olson

Address 1980 Festival Plaza Drive, Suite 650 **City** Las Vegas **State** NV **Zip** 89135

E-mail eolson@kcnvlaw.com **Phone** 702-792-7000

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

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

City Official _____ **Partner(s)** _____

Partner(s) _____

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

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

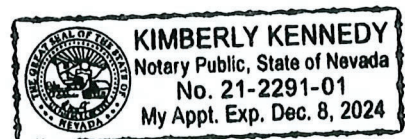
Property Owner Signature _____
An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Robert Beville

Subscribed and sworn before me

This 13th day of December, 20 21

Kimberly Kennedy
Notary Public in and for said County and State



- c. Commence construction prior to the issuance of the one hundred seventeenth (117th) building permit for a residential dwelling unit in Park Area 3B.

L) PARK 5

- a. Park 2.36
- b. .82 net acres
- c. Commence construction prior to the issuance of the three hundred twelfth (312th) building permit for a residential dwelling unit in Park Area 3B.

M) PARK 6

- a. Park 5.13
- b. 2.20 net acres
- c. Commence construction prior to the issuance of the one hundred seventeenth (117th) building permit for a residential dwelling unit in Park Area 4.

N) PARK 7

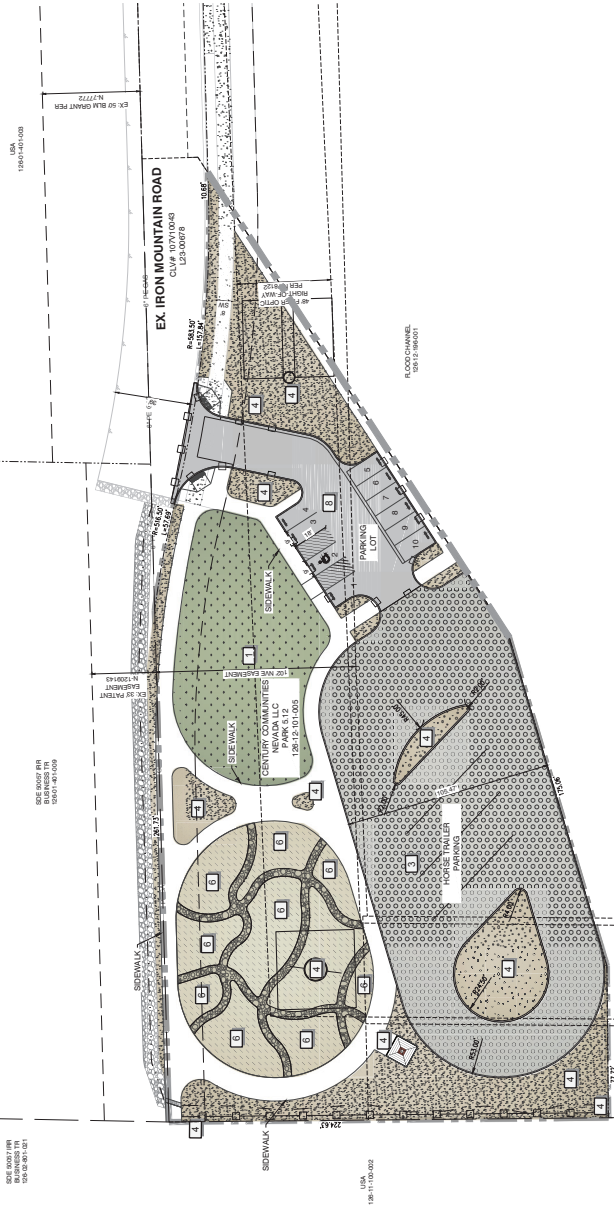
- a. Park 5.12 (Trailhead)
- b. 1.92 net acres
- c. Commence construction prior to the issuance of the three hundred twelfth (312th) building permit for a residential dwelling unit in Park Area 4.

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 except as described in Section 5(G) of this Parks Agreement. 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. Except for Officer Alyn Beck Memorial Park and Officer Igor Soldo Memorial Park, which shall be dedicated to the City, 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 (the "HOA Parks"), except for Officer Alyn Beck Memorial Park and Officer Igor Soldo Memorial Park, which shall be maintained by the City, within thirty (30) days of completion. City will commence maintenance of Officer Alyn Beck Memorial Park and Officer Igor Soldo Memorial Park within thirty (30) days of completion of construction and acceptance of such parks by City. The City shall maintain Officer Alyn Beck Memorial Park and Officer Igor Soldo Memorial Park to similar maintenance standards that the City establishes for all parks. The Master HOA shall maintain the Qualified Parks it has accepted in good condition and repair in compliance with the Declaration except as otherwise set forth herein. This Parks Agreement, along with the Maintenance Plan attached hereto as Exhibit G takes the place of and satisfies the requirements of the maintenance plan with the Master HOA required by the City

SKYE CANYON PARCEL 5.12 PARK SITE PLAN



PARKING CALCULATION
PARKING STANDARD PER SITE IS 8 RECREATION CODE
8 REGULAR SPACES + 1 HANDICAP SPACE = 10 TOTAL SPACES



REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	SQ. FT.
1	ARTIFICIAL TURF	8,310 SF
2	DESERT PLANTING AREA WITH ART. DESIGNED CRUSHED GRANITE ROCK IN GOLD OR BROWN COLOR	12,800 SF
3	HORSE TRAILER PARKING WITH RIP-RAP SURFACING	21,271 SF
4	2'-4" COBBLE	2,802 SF
5	STABILIZED CRUSHED GRANITE PATH	2,084 SF
6	BRICK/STONE PATHS WITH DESERT ADAPTIVE DEMONSTRATION GARDEN	5,665 SF
7	SHADE SHELTER WITH BENCH	
8	PARKING AREA (8 STANDARD / ACCESSIBLE SPACES)	
9	EXISTING POWER POLE	
10	POST AND RAIL FENCE	

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Westwood

Phone (703) 284-5300
Fax (703) 284-5399
www.westwood.com

Westwood Professional Services, Inc.

CENTURY
COMMUNITIES

DATE: February 15, 2024
SCALE: 30 SCALE
PROJECT #: CEN2301



30'
60'
90'

EXHIBIT E
Shye Canyon - Proposed Amenity Maps (Neighborhood Parks)
6/12/2019

Current Design: Park	Net Acres	Recreation Building	Basketball Court	Tennis / Pickleball Court	Tot Lot	Tot Lot play area	Parking Spaces	Plastic Tables	Shade Structures	Open Tot Play Area (Acres)	Splash Pad	Multi-Use Field	Baseball/Softball Field	Sports Field (Lighted)	Walking/ Jogging Path	Dog Park	Picnic Shelter
2204	2.94	1	1	0	2	x	10	2	1	0.58	0	0	0	0	x	x	0
2201	2.11	1	1	0	2	x	15	2	1	0.44	0	0	0	0	x	0	0
2208	0.82	1	1	0	0	0	0	1	1	0.05	0	0	0	0	x	x	0
2412	1.82	1	1	0	0	0	12	0	0	0.59	0	0	0	0	x	x	0
2413	2.80	1	0	2	2	x	8	1	1	0.50	1	0	0	0	x	0	0
Officer Igor Solis Memorial Park	10.04	1	1	0	2	x	103	2	3	x	0	0	4	4	x	x	0
Shye Canyon																	
2413 Shye Canyon Park	13.25	2	1	0	2	x	165	4	2	4.52	1	1	0	1	x	0	0
1.2 Eagle Canyon Park	1.70	1	1	0	1	x	7	0	2	0.88	1	1	0	0	x	0	0
1.2 Lower Park (Paved)	0.47	0	0	0	0	0	0	0	0	0	0	0	0	0	x	0	0
2.252 and Trail Officer Allyn Back- Memorial Park	3.76	1	0	2	2	x	11	2	1	0.10	1	0	0	0	x	x	0
Officer Allyn Back- Memorial Park	10.82	1	1	0	1	x	102	6	3	x	1	2	0	2	x	0	0
Total	49.82	11	7	4	14	-	494	20	16	7.60	6	4	4	7	-	-	-

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EXHIBIT E
 Skye Canyon - Proposed Amenity Matrix (Neighborhood Parks)
 06/03/19, revised 02/14/24

Current Design:																			
Park	Net Acres	Restroom Building	Basketball Court	Tennis / Pickleball Court	Tot Lot	Tot Lot play areas	Parking Spaces (min.)	Horse trailer Parking Spaces (min.)	Picnic Tables	Shade Structures	Open Turf Play Area (Acres)	Splash Pad	Multi-Use Field	Baseball/ Softball Field	Sports Field (Lighted)	Walking/ Jogging Path	Dog Park	Fitness Station	Demonstration Garden Area and/or Bike- Trike Trail (Acres)
2.36	0.82	1	1	0	0	0	0		1	1	0.05	0	0	0	0	x	x	0	0.00
5.12	1.92	0	0	0	0	0	10	4	0	1	0.19	0	0	0	0	x	0	0	0.24
5.13	2.2	1	0	2	2	x	9		1	1	0.50	1	0	0	0	x	0	0	0.00
Officer Igor Soldo Memorial Park	10.04	1	1	0	2	x	103		2	3	0.00	0	0	4	4	x	x	0	0.00
Built / Under Construction																			
2.04	2.94	1	1	0	2	x	10		2	1	0.58	0	0	0	0	x	x	0	0.00
2.31	1.82	1	1	0	2	x	15		2	1	0.44	0	0	0	0	x	0	0	0.00
2.13 Skye Canyon Park	13.25	2	1	0	2	x	185		4	2	4.52	1	1	0	1	x	0	0	0.00
1.6 Eagle Canyon Park	1.7	1	1	0	1	x	7		0	2	0.68	1	1	0	0	x	0	0	0.00
1.5 Linear Park (Pasco)	0.47	0	0	0	0	0	0		0	0	0.00	0	0	0	0	x	0	0	0.00
2.23c and Trail	3.75	1	0	2	2	x	11		2	1	0.10	1	0	0	0	x	x	0	0.00
Officer Alyn Beck Memorial Park	10.62	1	1	0	1	x	102		6	3	0.00	1	2	0	2	x	0	0	0.00
Total	49.53	10	7	4	14		452		20	16	7.06	5	4	4	7				0.24

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SKYE CANYON PARKS AGREEMENT

RECITALS

- A. City and Master Developer are parties to, and desire to amend and restate, that certain Amended and Restated Skye Canyon Parks Agreement dated [redacted] 2049 (the "Amended Parks Agreement"), which was entered into in connection with, and was recorded as an exhibit to, that certain Fourth Amendment and Restatement of the Development Agreement effective [redacted] 2049 and recorded as instrument number [redacted] (the "Fourth Restatement"), with respect to that certain 1,032.72 gross acres of real property and the improvements constructed or to be constructed thereon identified therein as the "Community".
- B. The current owners of certain land described in Exhibit A attached hereto ("Skye Canyon") within the corporate boundaries of the City are KAG Development South, LLC, a Delaware limited liability company ("KAGDS"); KAG Development West, LLC a Delaware limited liability company ("KAGDW"); Section 12, LLC, a Delaware limited liability company ("Section 12"); MF Land, LLC, a Delaware limited liability company ("MF Land"); and G Land, LLC, a Delaware limited liability company ("G Land"). KAGDS, KAGDW, Section 12, MF Land, and G Land, and their successors and assigns may be collectively referred to as "Owner". KAGDS transferred ownership of certain portions of the property to PN II, Inc., a Nevada corporation, dba Pulte Homes of Nevada ("Pulte"), Woodside Homes of Nevada, LLC, a Nevada limited liability company ("Woodside"), Century Communities of Nevada, LLC, a Delaware limited liability company ("Century"), Pardee Homes of Nevada, a Nevada corporation ("Pardee"), Skye Canyon Marketplace, LLC, a Delaware limited liability company ("Marketplace"), TA Las Vegas SR, LLC, a Delaware limited liability company ("TALV"), Grand Canyon Village, LLC, a Nevada limited liability company ("GCV"), and Smith's Food & Drug Centers, INC., an Ohio corporation ("Smith's"). Pulte, Woodside, Century, Pardee, Marketplace, TALV, GCV, and Smith's are defined as "Designated Builders" in the Development Agreement defined below. KAG has been appointed as the attorney-in-fact to Owner and as Master Developer of Skye Canyon.
- C. Master Developer has, concurrently with the execution of this Parks Agreement, (i) entered into that certain Fifth Amendment and Restatement to the Development Agreement for Skye Canyon Master Planned Community with the City (the "Development Agreement"), which amends, restates and supersedes the Fourth Restatement in its entirety.
- D. The Development Agreement contemplates that Master Developer will construct parks and other recreational amenities within Skye Canyon 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.

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- 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 has organized a Master Homeowners Association (the "Master HOA") that will maintain certain parks and common areas.
- 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 Canyon, (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) to keep portions of the Skye Canyon Center reserved for the private use of the members of the Master HOA and guests of the members of the Master HOA for a fitness facility and pool area, and (vi) 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 Canyon.

NOW, THEREFORE, in consideration of the above recitals and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following plan for the construction, protection and benefit of the Qualified Parks. This Parks Agreement amends and restates the Original Parks Agreement in its entirety and shall run with, and shall be binding upon and pass with the ownership interest in the Qualified Parks and shall inure to the benefit of and apply to and bind the Parties and their respective successors in interest.

1. Designation of Park Acreage. Master Developer agrees to design and construct, at Master Developer's sole cost and expense, all of those parks, trails open spaces and other recreational areas depicted on Exhibit B attached hereto. Each of the park areas is hereinafter referred to by the name designation indicated on Exhibit C. All recreational amenities for Officer Alyn Beck Memorial Park and Officer Igor Soldo Memorial Park shall be dedicated to the City. All other parks and their recreational amenities shall be conveyed to the Master HOA.
2. Required Facilities of Parks. Master Developer agrees that each of the Qualified Parks shall, at a minimum, contain those amenities and features described in Exhibit E hereto (the "Required Facilities"). Master Developer and City agree that all parking and street landscaping are subject to the approval of the City Planning Department. City agrees that Master Developer shall have discretion with respect to any other amenities or features that are to be placed within the parks in addition to the Required Facilities and that City shall not unreasonably withhold or delay its approval of any conceptual plan for a park that contains all of the Required Facilities. Any changes to the Required Facilities may be approved as a Minor Modification as outlined in the Development Agreement Section 3.05.
3. Design of Parks. Prior to construction of each 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 conceptual plans may vary from the conceptual layouts included in Exhibit D. However, approval of a conceptual plan that conforms to the layouts in Exhibit D shall not be unreasonably withheld by the City. 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 Canyon Design Guidelines. Where the design of a Required Facility is not contained in the

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standards of the Skye Canyon Design Guidelines, the Required Facility shall be designed in accordance with the City of Las Vegas Design Standards for Parks, Trails, Buildings and Parking Facilities in effect at the time of issuance of the permit for the particular development activity (Exhibit F). City agrees that its final approval of the drawings and specifications for the park shall be limited to adherence with the approved conceptual plan, the Skye Canyon Design Guidelines, the Exhibit F, this Parks Agreement and the provisions of the Building Codes relating generally to construction of improvements within the City.

4. Construction of Parks. Following approval of the drawings and specifications for each park Master Developer shall promptly proceed with construction thereof and diligently pursue completion of each park in accordance with the schedule set forth in Section 5.
5. Completion Schedule. Master Developer agrees that it will adhere to the following schedule for design and construction of Parks. For purposes herein, the commencement of construction shall be upon issuance of a grading permit.
 - A) For purposes of this Parks Agreement, Skye Canyon comprises several "Park Areas," each of which has associated parks and other amenities within its boundaries. Park Areas 1, 2, 3A, 3B, and 4 are located within Skye Canyon. The Park Areas are described on Exhibit C hereto.
 - B) Master Developer shall submit to the City for its review a conceptual plan of each individual park located within the Park Areas prior to the issuance of the first (1st) permit for the construction of dwelling units within such individual Park Area that exceeds the Park Construction Trigger shown on Exhibit C. City will notify the Master Developer when seventy-five percent (75%) of the Park Construction Trigger permits have been issued in each individual Park Area.
 - C) Master Developer shall prepare ninety (90) percent construction drawings and specifications for each individual 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 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 park located within a Park Area located within Skye Canyon within the timeframe described below and shall complete each such individual park within eighteen (18) months of the start of construction (except as otherwise provided below with respect to Officer Alyn Beck Memorial Park and Skye Canyon Center). Master Developer acknowledges that building permits for residential dwelling units issued within both EASTLAND and Skye Canyon shall be counted for purposes of determining when Master Developer must commence construction of Officer Alyn Beck Memorial Park, Officer Igor Soldo Memorial Park and Skye Canyon Center as described in subsections 5E, 5F and 5G below.
 - E) Master Developer shall commence construction of the Officer Alyn Beck Memorial Park in conformance with the approved construction drawings prepared for the Officer Alyn Beck Memorial Park prior to the issuance of the one thousandth (1,000th) building permit for a residential dwelling unit within all of the Skye Canyon and EASTLAND development. Master Developer acknowledges that building permits for residential dwelling units issued within both EASTLAND and Skye Canyon shall be counted for purposes of determining when Master Developer must commence construction. The City shall, at City expense, cause the existing construction drawings entitled, "Indian Hills Park Las Vegas Nevada Project Number 05.15341.04", and dated March 14th 2008 to be reviewed for code compliance and updated as necessary. The design drawings shall then be approved by the City. The City shall complete this code compliance and approval process no later than 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

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commencement of the Officer Alyn Beck Memorial Park.

- F) Master Developer will design and construct the Officer Igor Soldo Memorial Park on APN 126-01-401-013. Master Developer acknowledges that building permits for residential dwelling units issued within both EASTLAND and Skye Canyon shall be counted for purposes of determining when Master Developer must commence construction. The park will contain the amenities and structures depicted in the conceptual design described in Exhibit D and conform to the standards set forth in Exhibit F. Master Developer shall commence design within one hundred eighty (180) calendar days of receiving notice from the City that: a) notifies Master Developer of the issuance of the four thousand two hundred ninetieth (4,290th) building permit for a residential dwelling unit within Skye Canyon and EASTLAND; and b) contains confirmation that adequate flood control facilities are in place to protect the park. Master Developer will prepare construction drawings and will commence and complete construction in accordance with this Parks Agreement subsections 5C and 5D above.
- G) Master Developer has constructed a community center building in Park 2.13 ("Skye Canyon Center"). Additionally, Master Developer will construct and complete 3.11 acres of park area in Park 2.13 prior to the issuance of the two thousand five hundredth (2,500th) building permit for a residential dwelling unit within Skye Canyon. The Parties acknowledge and agree that portions of the Skye Canyon Center may be reserved for the private use of members of the Master HOA and guests of the members of the Master HOA.
- H) PARK 1
- a. Park 1.5 and Park 1.6
 - b. .47 net acres and 1.7 net acres
 - c. Commence construction prior to the issuance of the three hundred twelfth (312th) building permit for a residential dwelling unit in Park Area 1.
- I) PARK 2
- a. Park 2.23C
 - b. 2.13 net acres
 - c. Commence construction prior to the issuance of the one hundred seventeenth (117th) building permit for a residential dwelling unit in Park Area 2.
- J) PARK 3
- a. Park 2.04
 - b. 2.94 net acres
 - c. Commence construction prior to the issuance of the one hundred seventeenth (117th) building permit for a residential dwelling unit in Park Area 3A.
- K) PARK 4
- a. Park 2.31
 - b. 2.11 net acres

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- c. Commence construction prior to the issuance of the one hundred seventeenth (117th) building permit for a residential dwelling unit in Park Area 3B.

L) PARK 5

- a. Park 2.36
- b. .82 net acres
- c. Commence construction prior to the issuance of the three hundred twelfth (312th) building permit for a residential dwelling unit in Park Area 3B.

M) PARK 6

- a. Park 5.13
- b. 2.20 net acres
- c. Commence construction prior to the issuance of the one hundred seventeenth (117th) building permit for a residential dwelling unit in Park Area 4.

N) PARK 7

- a. Park 5.12 (Trailhead)
- b. 1.92 net acres
- c. Commence construction prior to the issuance of the three hundred twelfth (312th) building permit for a residential dwelling unit in Park Area 4.

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 except as described in Section 5(G) of this Parks Agreement. 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. Except for Officer Alyn Beck Memorial Park and Officer Igor Soldo Memorial Park, which shall be dedicated to the City, 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.

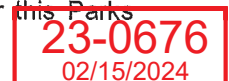
7. Maintenance Obligations. The Master HOA will assume and accept the Master HOA's duty pursuant to the Declaration to maintain the Qualified Parks (the "HOA Parks"), except for Officer Alyn Beck Memorial Park and Officer Igor Soldo Memorial Park, which shall be maintained by the City, within thirty (30) days of completion. City will commence maintenance of Officer Alyn Beck Memorial Park and Officer Igor Soldo Memorial Park within thirty (30) days of completion of construction and acceptance of such parks by City. The City shall maintain Officer Alyn Beck Memorial Park and Officer Igor Soldo Memorial Park to similar maintenance standards that the City establishes for all parks. The Master HOA shall maintain the Qualified Parks it has accepted in good condition and repair in compliance with the Declaration except as otherwise set forth herein. This Parks Agreement, along with the Maintenance Plan attached hereto as Exhibit G takes the place of and satisfies the requirements of the maintenance plan with the Master HOA required by the City

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with respect to the Qualified Parks pursuant to NRS 278.4789.

8. Rules and Regulations. The Master HOA shall have the right to establish rules and regulations for use of the HOA Parks that it has accepted. However, all rules and regulations must apply equally to members of the Master HOA and the public. The rules and regulations cannot discriminate against members of the public in favor of members of the Master HOA. The Parties acknowledge and agree that portions of certain HOA Parks may be reserved for the private use of Members of the Master HOA and guests of the Master HOA. Both Officer Alyn Beck Memorial Park and Officer Igor Soldo Memorial Park will use park signage approved by the City of Las Vegas Park Standards.
9. Amendment of the Declaration. Neither Master Developer nor the Master HOA shall (i) amend any provision of the Declaration affecting the Qualified Parks in a manner that violates any term or provision of this Parks Agreement, without obtaining the prior written consent of the City, or (ii) take any action pursuant to any provision of the Declaration or otherwise to change an active recreational area or facility to a use or character that does not permit active recreational use.
10. Damage and Restoration. In the event of damage to or destruction of the HOA Parks, the Master HOA shall, as soon as reasonably possible, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were in immediately prior to such damage or destruction. Likewise, in the event of damage to or destruction of Officer Alyn Beck Memorial Park and Officer Igor Soldo Memorial 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. Park Contribution Payment. Master Developer agrees to contribute two hundred fifty thousand dollars (\$250,000) to the design and construction of the Northwest Regional Park (the "Park Contribution Payment"). Master Developer shall pay the Park Contribution Payment to City within thirty (30) days of the Effective Date of the Fifth Amendment and Restatement to the Development Agreement.
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 Canyon up to the maximum number of residential units permitted by the Development Agreement and further waives the requirement for security for the estimated cost of construction.
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 Canyon. City shall provide Master Developer written notice at least fifteen (15) days prior to such hearing.
- (c) Remedies Cumulative. Each Party to this Parks Agreement may prosecute any proceeding at law or in equity against any person or entity violating or attempting to violate any of the covenants or provisions contained herein to prevent such person or entity from so doing and to recover damages for any such violation. All remedies provided in this Parks Agreement are cumulative. Therefore, notwithstanding the exercise by a Party of any remedy hereunder, such Party shall have recourse to all other remedies as may be available at law or in equity.

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

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convenience and identification only and shall not be deemed to limit or define the contents thereof. This Parks Agreement shall be construed in accordance with the laws of the State of Nevada. This Parks Agreement supersedes all prior written or verbal representations or declarations of the Parties with respect to the subject matter hereof. If any clause, sentence, or other portion of this Parks Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

- (d) Binding Effect; Covenants Running With Land. By acceptance of a deed, lease or document of conveyance, or acquiring any ownership or leasehold interest in any of the real property constituting a Qualified Park, each person binds such person and such person's heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Parks Agreement and any amendment hereto. In addition, each such person by so doing hereby acknowledges that this Parks Agreement sets forth a general scheme for the improvement and development of the real property covered hereby and evidences such person's intent that all the provisions contained in this Parks Agreement, as amended, shall run with the land and be binding on all subsequent and future owners, lessees, grantees, purchasers, assignees and transferees of property subject to this Parks Agreement. Each such person fully understands and acknowledges that this Parks Agreement shall be mutually beneficial and enforceable as provided herein by the various subsequent and future Owners, as well as by the parties hereto.
- (e) Recordation. This Parks Agreement shall be recorded in the Official Records of Clark County, Nevada, and shall be effective upon such recordation.
- (f) Duration and Amendment. This Parks Agreement shall continue in full force unless a Declaration of Termination satisfying the requirements of an amendment to this Parks Agreement is recorded. This Parks Agreement may be amended at any time by recording an amendment executed by Master Developer, the City, and the Master HOA.
- (g) No Third Party Beneficiaries. This Parks Agreement is intended for the exclusive benefit of the Parties hereto and their respective permitted assigns and the general public and is not intended and shall not be construed as conferring any benefit or right on any third parties, including any Designated Builders within Skye Canyon.
- (h) 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.

[SIGNATURES ON FOLLOWING PAGES]

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SIGNATURE PAGE TO THE SKYE CANYON PARKS AGREEMENT

KAG Property LLC

By: [Signature]

Print Name: Garry V. Goett

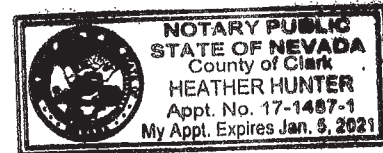
Title: Manager

STATE OF NEVADA)
COUNTY OF CLARK) ss.

On the 29 day of JULY, 2019, 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.

[Signature]
Notary Public in and for said State



CITY OF LAS VEGAS, NEVADA

By: [Signature]

Print Name: Carolyn Goodman

Title: Mayor

ATTEST:

[Signature]
LuAnn Holmes, City Clerk

Approved as to Form:

[Signature] Seth T. Floyd
Deputy City Attorney 8/5/19
Deputy City Attorney

EXHIBITS

<u>Exhibit A</u>	Property Description
<u>Exhibit B</u>	Trail and Park Exhibit
<u>Exhibit C</u>	Park Trigger Exhibit
<u>Exhibit D</u>	Conceptual Park Plans
<u>Exhibit E</u>	Required Facilities Matrix
<u>Exhibit F</u>	City Design Standards for Parks, Trails, Building, and Parking Facilities
<u>Exhibit G</u>	Maintenance Plan

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PARKS AGREEMENT

EXHIBIT A

PROPERTY DESCRIPTION

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Assessor's Parcel Number	Parcel Name
126-12-810-001	2.21A
126-12-410-001	2.21B
126-12-414-001	2.20
126-12-414-002	2.38
126-12-101-003	5.21,5.08,5.17,5.06,5.07,5.20,5.12
126-12-601-003	5.02,5.03,2.07,5.01,2.31,2.32,5.09,2.10,2.09,2.08,2.30,2.36,5.10,2.1,2.34,2.12
125-07-201-007	2.06, Portion of 2.04, Portion of 2.02
125-07-210-007	Portion of Parcel 2.37
125-07-210-006	Portion of Parcel 2.37
125-07-210-002	Portion of Parcel 2.37
125-07-210-003	Portion of Parcel 2.37
125-07-210-005	Portion of Parcel 2.37
125-07-101-009	Portion of Parcel 2.04, 4.5, & 2.02, 2.05, 2.03,2.01
125-06-401-001	Portion of Parcel 4.5 and 4.04
125-06-401-005	Portion of Parcel 4.5
125-06-301-001	4.09
125-06-399-001	Portion of Parcel NDOT GC
Multiple APNs	1.4
125-07-412-210	Portion of 1.5
125-07-411-127	Portion of 1.5
125-07-411-126	1.6
Multiple APNs	1.3
Multiple APNs	1.2
Multiple APNs	1.1
126-12-710-001	2.13
126-12-710-002	2.14
Multiple APNs	2.29
Multiple APNs	2.28
Multiple APNs	2.27
Multiple APNs	2.15
Multiple APNs	2.16
126-12-312-001	2.17
Multiple APNs	2.23B
126-12-412-111	2.23C
Multiple APNs	2.23A
126-12-411-001	2.35
ROW	
Horse (OR:20141124:03400)	
Hualapai	
(OR:20141124:03399)	

1027.79 **APN Acreage**

1032.72 **Surveyed Acreage**

Skye Canyon West

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PARKS AGREEMENT

EXHIBIT B

TRAIL AND PARK EXHIBIT

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



TRAIL AND PARK EXHIBIT



**SLATER
HANIFAN
GROUP**
CONSULTING ENGINEERS & PLANNERS



Olympia Companies,[®]
LLC

DATE: 1/21/2011
BY: JAL/JED/SLC/SM

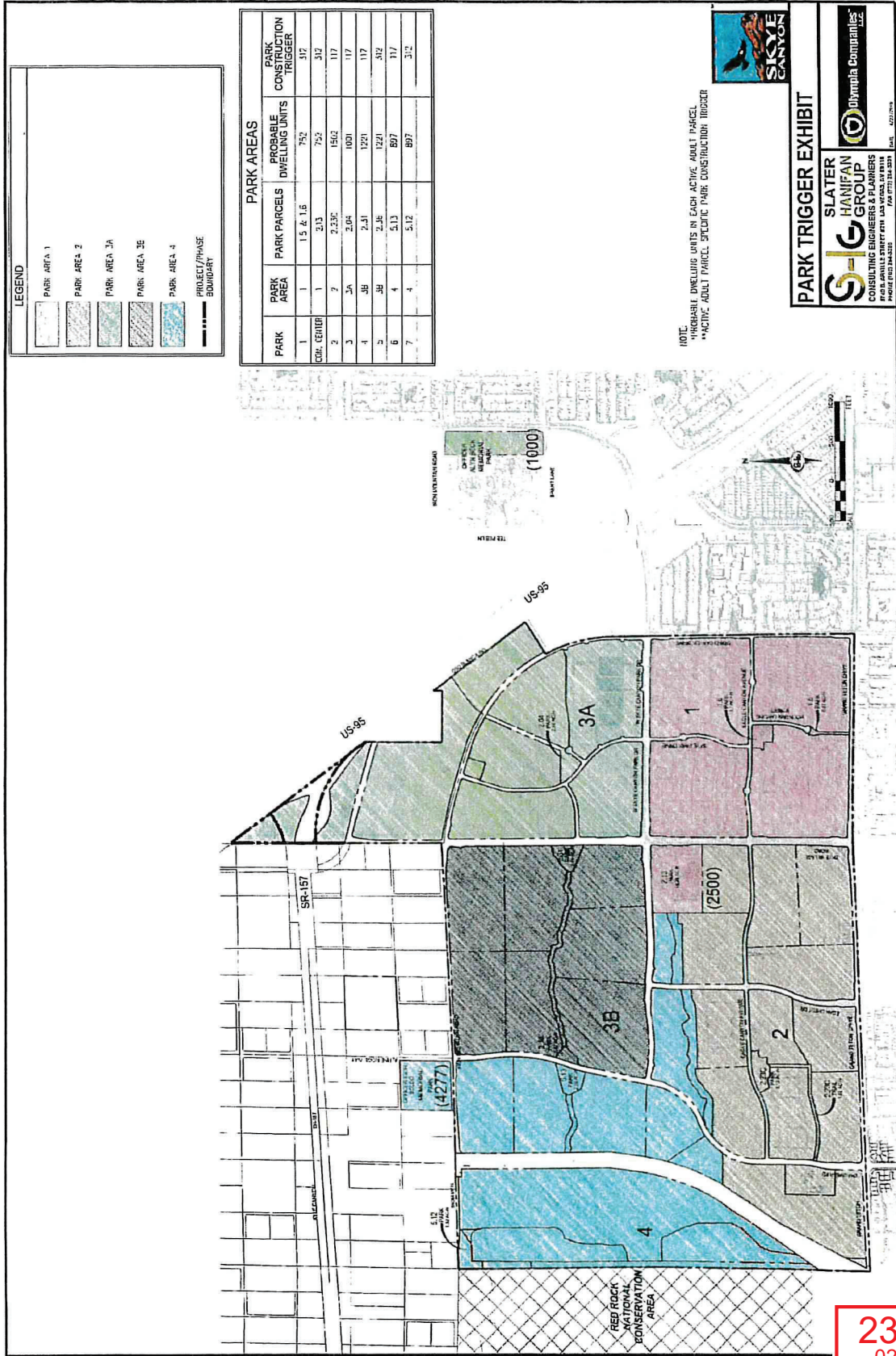
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PARKS AGREEMENT

EXHIBIT C

PARK TRIGGER EXHIBIT

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PARKS AGREEMENT

EXHIBIT D

CONCEPTUAL PARK PLANS

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NOV 15
 2023

Conceptual Community Parks

Park 1.5 - Paseo Site Plan
 (0.47 AC NET)

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FOR RESUBMITTAL
Date: 04/11/2019

Landscaping Architecture
Land Planning
Urban Design

phone 482.949.7127
fax 482.949.2655

1 north dinkwater blvd
suite 12
hillsdale, arkana 65251



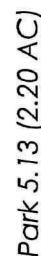
Call before you dig.
DONALD TEAL, RLA, NEVADA LICENSE #339



- Conceptual Landscape Plan (2.11 AC)

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Pa.



(2.20 AC) & 2.36 (.82 AC) - Conceptual Landscape Plan

PC

PC



02-13-2023
Park 51.2 - Conceptual Landscape Plan (1.92 AC)

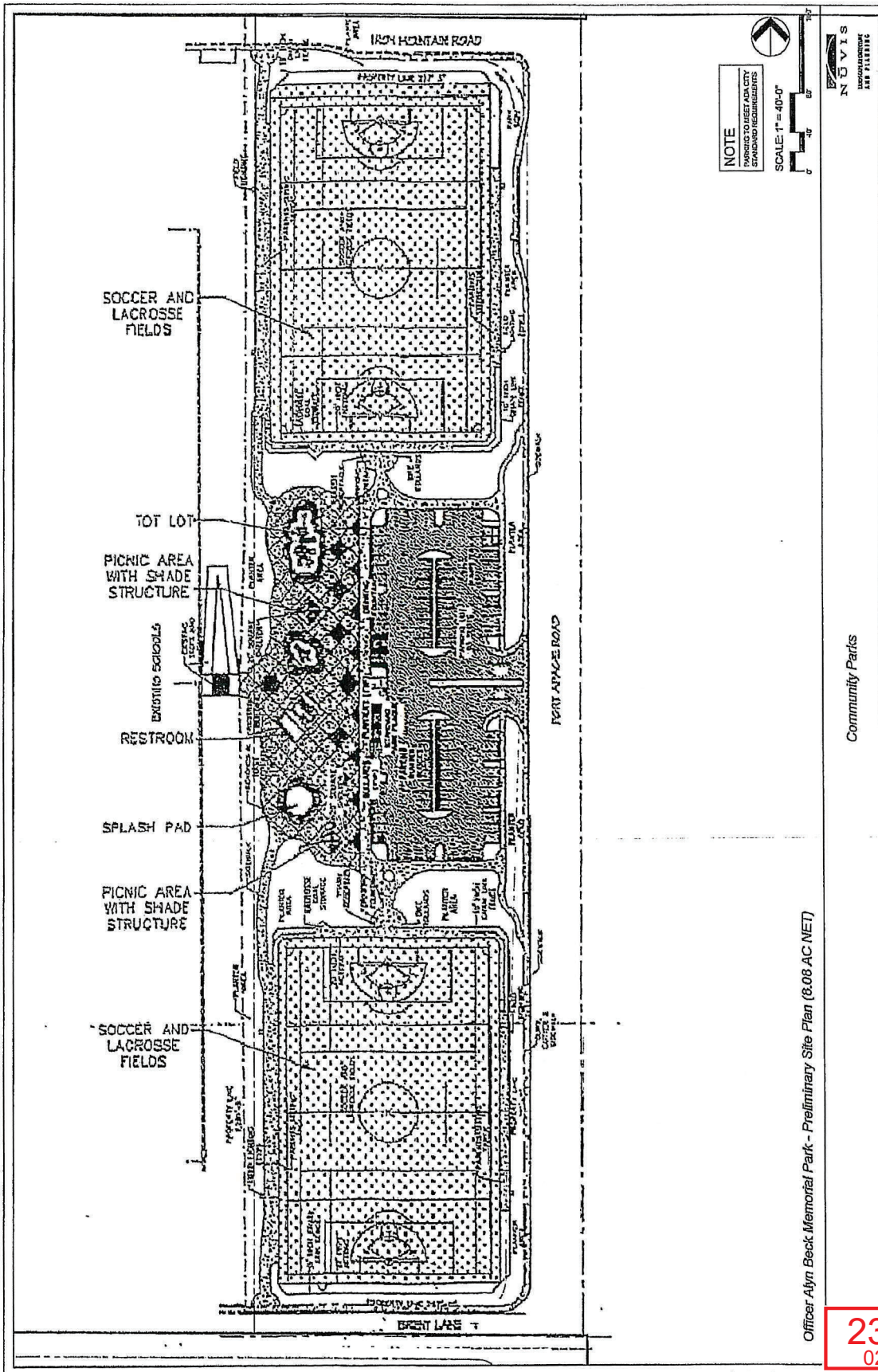
phone 480.949.7127
fax 480.949.2455

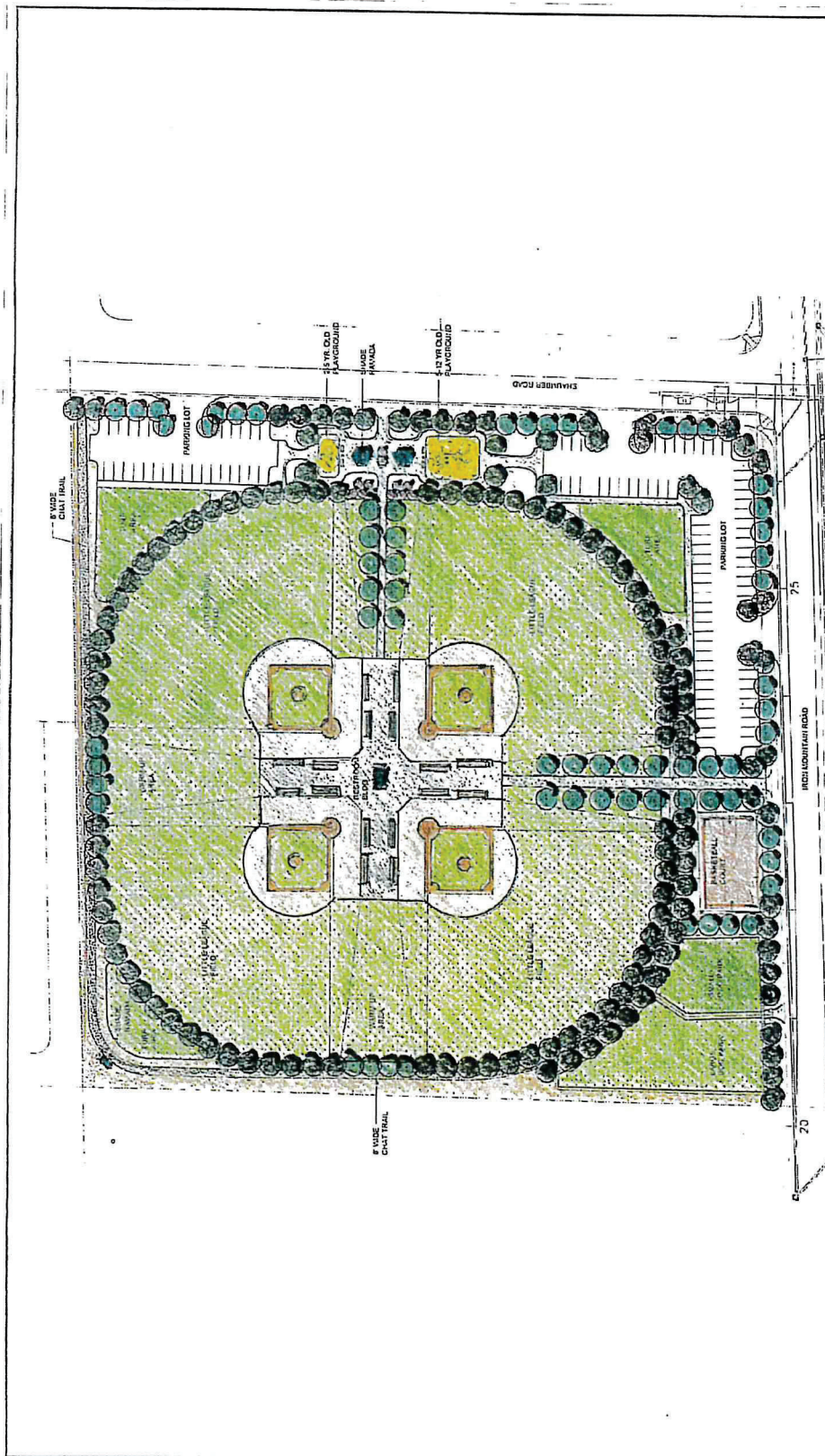


Know what's below.
Call before you dig.
811, RLA, NEVADA

Call before you dig.
DONALD TEAL, RLA, NEVADA LICENSE #339







Date: 12/1/2019
 Location: Officer Igor Soldo Memorial Park
 Project: Preliminary Site Plan
 Drawn By: [Name]
 Checked By: [Name]
 Scale: 1" = 40'



Officer Igor Soldo Memorial Park - Preliminary Site Plan
 9.57 AC (NET)

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PARKS AGREEMENT

EXHIBIT E

REQUIRED FACILITIES MATRIX

23-0676
02/15/2024

EXHIBIT E
Skye Canyon - Proposed Amenity Matrix (Neighborhood Parks)
6/03/2019

Current Design:														
Park	Net Acres	Restroom Building	Basketball Court	Tennis / Pickleball Court	Tot Lot	Tot Lot play areas	Parking Spaces	Picnic Tables	Shade Structures	Open Turf Play Area (Acres)	Splash Pad	Multi-Use Field	Baseball/Softball Field	Sports Field (Lighted)
2.04	2.94	1	1	0	2	x	10	2	1	0.58	0	0	0	0
2.31	2.11	1	1	0	2	x	15	2	1	0.44	0	0	0	0
2.36	0.82	1	1	0	0	0	0	1	1	0.05	0	0	0	0
5.12	1.92	1	0	0	0	0	12	0	0	0.59	0	0	0	0
5.13	2.20	1	0	2	2	x	9	1	1	0.50	1	0	0	0
Officer Igor Solido Memorial Park	10.04	1	1	0	2	x	103	2	3	x	0	0	4	4
Built/Under Construction														
2.13 Skye Canyon Park	13.25	2	1	0	2	x	135	4	2	4.52	1	1	0	1
1.5 Eagle Canyon Park	1.70	1	1	0	1	x	7	0	2	0.68	1	1	0	0
1.5 Linear Park (Paseo)	0.47	0	0	0	0	0	0	0	0	0	0	0	0	0
2.23c and Trail	3.75	1	0	2	2	x	11	2	1	0.10	1	0	0	0
Officer Allyn Beck Memorial Park	10.82	1	1	0	1	x	102	6	3	x	1	2	0	2
Total	49.82	11	7	4	14	-	454	20	15	7.46	5	4	4	7

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PARKS AGREEMENT

EXHIBIT F

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

(CONTAINED IN A SEPARATE VOLUME)

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PARKS AGREEMENT

EXHIBIT G

MAINTENANCE PLAN

23-0676
02/15/2024

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, paths, open spaces, and other recreational areas and the related required facilities described in the Park Agreement;
- c) Temporary and/or interim drainage facilities including storm lined channels and natural arroyos as determined by the approved Master Drainage Study, but excluding all temporary detention basins identified in the Master Drainage Study;
- d) All landscaping and landscaping appurtenances located within City dedicated public rights-of-way.

2. The Plan will include provisions for maintenance of common area lighting and for walls and fences located within common areas, but excluding any walls or fences located on an individual unit or lot.

3. The Plan will include provisions for periodic inspection, maintenance and repair of the improvements in such a manner and with such frequencies so as to maintain the improvements to prevent deterioration, to avoid unsightliness, and maintain the aesthetic appearance, the function, the safety and look of the improvements as originally intended. Any significant deviation from these standards may be implemented only after consultation with and the approval of the City. The required levels of maintenance and repair shall be defined for the following components, including, without limitation:

- a) Requirements for maintenance of all the following items in a healthy, safe and aesthetically acceptable condition:
 - Non-Sports Field Turf (All allowable types)
 - Sports Field Turf (All allowable types)
 - Landscape and planting components, trees, shrubs, groundcover, etc. (All allowable types)
 - Color plantings (All allowable types)
- b) Requirements for maintenance of all the following items in an operable, healthy, safe and aesthetically acceptable condition:
 - Irrigation and all associated components
 - Playground equipment
 - Exercise or Par-Course equipment
 - Picnic Areas, including all appurtenances in the area
 - Shade Structures
 - Water features, including all splash pads, fountains, drinking fountains
 - Skate park areas, including all appurtenances
 - Restroom facilities
 - Dog park areas, including all appurtenances

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- Lighting (All allowable types)
- Sports Courts (All allowable types)
- Walkways, pathways and roadways, with or without landscape improvements
- Fencing, walls and gates (All allowable types)
- Signs (All allowable types)
- Amenities, including all benches, trash receptacles, trash dumpsters and plant tables
- All parking lot or other paved areas

4. The Plan will include a provision that the Plan can be amended by the governing board of the Master Home Owners Association ("HOA") but only with the written consent of the City.
5. The Plan will include a provision that, in the event the Master HOA fails to maintain any or all of the improvements in accordance with the provisions of the Plan, the City may exercise its rights under the declaration, including the right of the City to make assessments for costs incurred by the City in maintaining the improvements, which assessments shall constitute liens against the Property and individual lots within subdivisions which may be executed upon and which shall have the same priority as liens for real estate taxes.

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EXHIBIT E
 Skye Canyon - Proposed Amenity Matrix (Neighborhood Parks)
 06/03/19, revised 04/02/24

Current Design:																			
Park	Net Acres	Restroom Building	Basketball Court	Tennis / Pickleball Court	Tot Lot	Tot Lot play areas	Parking Spaces (min.)	Horsetrailer Parking Spaces (min.)	Picnic Tables	Shade Structures	Open Turf/Play Area (Acres)	Splash Pad	Multi-Use Field	Baseball/ Softball Field	Sports Field (Lighted)	Walking/ Jogging Path	Dog Park	Fitness Station	Demonstration Garden Area and/or Bike- Trike Trail (Acres)
2.36	0.82	1	1	0	0	0	0		1	1	0.05	0	0	0	0	x	x	0	0.00
		1 (non-plumbed facility)																	
5.12	1.92		0	0	0	0	10	4	0	1	0.19	0	0	0	0	x	0	0	0.24
	2.2	1	0	2	2	x	9		1	1	0.50	1	0	0	0	x	0	0	0.00
Officer Igor Soldo Memorial Park	10.04	1	1	0	2	x	103		2	3	0.00	0	0	4	4		x	0	0.00
Built / Under Construction																			
2.04	2.94	1	1	0	2	x	10		2	1	0.58	0	0	0	0	x	x	0	0.00
2.31	1.82	1	1	0	2	x	15		2	1	0.44	0	0	0	0	x	0	0	0.00
2.13 Skye Canyon Park	13.25	2	1	0	2	x	185		4	2	4.52	1	1	0	1	x	0	0	0.00
1.6 Eagle Canyon Park	1.7	1	1	0	1	x	7		0	2	0.68	1	1	0	0	x	0	0	0.00
1.5 Linear Park (Paseo)	0.47	0	0	0	0	0	0		0	0	0.00	0	0	0	0	x	0	0	0.00
2.23c and Trail	3.75	1	0	2	2	x	11		2	1	0.10	1	0	0	0	x	x	0	0.00
Officer Alyn Beck Memorial Park	10.62	1	1	0	1	x	102		6	3	0.00	1	2	0	2	x	0	0	0.00
Total	49.53	11	7	4	14		452		20	16	7.06	5	4	4	7				0.24

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 04/02/2024

EXHIBIT E

Skye Canyon - Proposed Amenity Matrix (Neighborhood Parks)

06/03/19, revised 05/15/24

Current Design:

Park	Net Acres	Restroom Building	Basketball Court	Tennis / Pickleball Court	Tot Lot	Tot Lot play areas	Parking Spaces (min.)	Horse trailer Parking Spaces (min.)	Picnic Tables	Shade Structures	Open Turf Play Area (Acres)	Splash Pad	Multi-Use Field	Baseball/ Softball Field	Sports Field (Lighted)	Walking/ Jogging Path	Dog Park	Fitness Station	Demonstration Garden Area and/or Bike- Trike Trail (Acres)
2.36	0.82	1	1	0	0	0	0		1	1	0.05	0	0	0	0	x	x	0	0.00
		1																	
5.12	1.92	(non-plumbed facility)*	0	0	0	0	10	4	0	1	0.19	0	0	0	0	x	0	0	0.24
5.13	2.2	1	0	2	2	x	9		1	1	0.50	1	0	0	0	x	0	0	0.00
Officer Igor Soldo Memorial Park	10.04	1	1	0	2	x	103		2	3	0.00	0	0	4	4	x	x	0	0.00
Built / Under Construction																			
2.04	2.94	1	1	0	2	x	10		2	1	0.58	0	0	0	0	x	x	0	0.00
2.31	1.82	1	1	0	2	x	15		2	1	0.44	0	0	0	0	x	0	0	0.00
2.13 Skye Canyon Park	13.25	2	1	0	2	x	185		4	2	4.52	1	1	0	1	x	0	0	0.00
1.6 Eagle Canyon Park	1.7	1	1	0	1	x	7		0	2	0.68	1	1	0	0	x	0	0	0.00
1.5 Linear Park (Paseo)	0.47	0	0	0	0	0	0		0	0	0.00	0	0	0	0	x	0	0	0.00
2.23c and Trail	3.75	1	0	2	2	x	11		2	1	0.10	1	0	0	0	x	x	0	0.00
Officer Alvin Beck Memorial Park	10.62	1	1	0	1	x	102		6	3	0.00	1	2	0	2	x	0	0	0.00
Total	49.53	11	7	4	14		452		20	16	7.06	5	4	4	7				0.24

* The restroom building will be initially installed as a non-plumbed facility. The installation of stub outs for sewer, water and power shall be provided to the subject site for potential future use.

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