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August 15, 2024

VIA ONLINE SUBMITTAL

City of Las Vegas
PLANNING & DEVELOPMENT DEPARTMENT
495 S. Main Street
Las Vegas, NV 89101

**Re: *Justification Letter – Development Agreement for Skye Summit Master
Planned Community
APN: 126-26-101-003***

To Whom It May Concern:

Please be advised this firm represents Canyon Walk, LLC (the “Applicant”). The Applicant is the owner of property generally located north of Tropical Parkway, south of the Elkhorn Road alignment, and west of Sky Hills Street, more particularly described as APN: 126-26-101-003 (the “Site”). The Site is approximately 505 acres. With a large undeveloped area, the Applicant believes a new development comprising of a mixture of uses including single-family homes, multi-family homes, commercial and retail, and open space elements is best achieved uniformly and cohesively through a new master planned community. As such, the Applicant is requesting the City of Las Vegas (the “City”) to enter into a certain development agreement styled as *Development Agreement for Skye Summit Master Planned Community* (the “Development Agreement”) that will allow for the cohesive and orderly development of the Site. The proposed Development Agreement is in conformance with NRS 278. The proposed Development Agreement will also further the goals, values, and policies of the City’s Las Vegas 2050 Master Plan.

Some of the highlights of the Development Agreement are as follows:

- The Development Agreement is for a duration of 20 years upon the effective date with the Applicant having the right to requests additional 5 year extensions of time.
- The maximum number of dwelling units is 3,500.
- Examples of prohibited uses include but are not limited to: off-premises advertisement signs (billboards), cannabis establishments, auto title loan, auto pawn, pawnshops, short-term rental, and sexually oriented business.
- Enhanced development standards for streetscapes and design guidelines for commercial and residential as further outlined and detailed in the Skye Summit Development Standards.
- Phasing of Construction.
- Creation of a Master Community HOA.

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- Contributions to Public Facilities including:
 - The Applicant to stub utilities to a CCSD school site and school flasher conduit.
 - The Applicant and/or its designated builder to pay \$1,000.00 per residential unit for the benefit of Las Vegas Fire & Rescue.
 - The Applicant and/or its designated builder to pay to the City \$250.00 per residential unit for the construction of a Las Vegas Metropolitan Police Department substation to service the Skye Summit community.
 - Certain Traffic Improvements including but not limited to the Applicant's obligation to construct certain portions of Sheep Mountain Parkway.
 - The Applicant to design and construct flood control facilities.
 - The Applicant to design, construct, and dedicate sanitary sewer facilities identified as the Applicant's responsibility in the Master Sanitary Sewer Study.
- Allow the Applicant to submit to the City an application for a Special Improvement District (SID).
- Parks -
 - Concurrent with execution of the Development Agreement, the Applicant and the City will execute a Parks Agreement describing the design, construction, ownership, and maintenance of open space, parks, trails, and other recreational amenities within the Skye Summit community.

The Development Agreement adheres to the Las Vegas 2050 Plan by:

- Focusing on new development utilizing new development modes that provide a broad mix of housing and neighborhood types.
- Improving access and connectivity of open space.
- Development of park space on the west side of the 215 beltway.
- Helping develop and bringing housing, jobs, retail, and dining to the area.
- Provide for public services (i.e. either contributions or dedications to fire, police, and school), public uses, and urban infrastructure (i.e. obligations to construct certain portions of Sheep Mountain Parkway).

The Development Agreement will minimize uncertainty in planning for and securing orderly, cohesive development of the Site. The City will also benefit from receiving much needed jobs, sales and other tax revenues, and improvement to public infrastructure. As such, the Applicant respectfully request the City execute the proposed Development Agreement.

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Should you have any additional question or concerns, please feel free to contact me. Thank you in advance for your time and consideration.

Sincerely,

KAEMPFER CROWELL



Bob Gronauer

RJG/ajc

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