[illegible]

Project Site APNs

162-08-212-016	162-08-212-017	162-08-212-018	162-08-212-019	162-08-212-020
162-08-212-021	162-08-212-022	162-08-212-023	162-08-212-024	162-08-212-025
162-08-212-026	162-08-212-027	162-08-212-028	162-08-610-001	162-08-610-002
162-08-610-003	162-08-610-004	162-08-610-005	162-08-610-006	162-08-610-007
162-08-610-008	162-08-610-009	162-08-610-010	162-08-610-011	162-08-610-012
162-08-610-013	162-08-610-014	162-08-610-015	162-08-610-016	162-08-610-017
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162-08-610-043	162-08-610-044	162-08-610-045	162-08-610-046	162-08-610-047
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162-08-610-089	162-08-610-090	162-08-610-091	162-08-610-092	162-08-610-093
162-08-610-094	162-08-610-095	162-08-610-096	162-08-610-097	162-08-610-098
162-08-610-099	162-08-610-100	162-08-610-101	162-08-610-102	162-08-610-103

Portion of 162-08-610-104 legally described as follows:

Explanation

This legal description describes a future lot to be created over a portion of Parcel Three (3) as described in Book 20061016, Instrument Number 0004984 of Official Records on file at the Clark County, Nevada Recorder's Office. Said parcel of land is generally located along the northwesterly right-of-way of Rancho Drive near the easterly prolongation of Milo Way. This legal description is provided as a convenience only and is not intended to subdivide or consolidate land not in conformance with Nevada Revised Statutes.

Exhibit "A"

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Legal Description

A portion of Parcel Three (3) as described in a Grant, Bargain, Sale Deed recorded August 18, 2006, in Book 20060818, Instrument Number 0003701 of Official Records and re-recorded October 16, 2006, in Book 20061016, Instrument Number 0004984 of Official Records both documents on file at the Clark County, Nevada Recorder's Office and lying within the Northeast Quarter (NE 1/4) of Section 8, Township 21 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Commencing at the northwest corner of the Northeast Quarter (NE 1/4) of said Section 35, being at the centerline intersection of Sahara Avenue and Richfield Boulevard; thence along the centerline of said Richfield Boulevard, South $00^{\circ}19'15''$ West, 2539.01 feet to the intersection of said centerline with the south line of the subdivision tract boundary for that certain final map titled "Richfield Village Unit No. 4-A", recorded in Book 7, Page 78 of Plats on file at the Clark County, Nevada Recorder's Office; thence departing the centerline of said Richfield Boulevard and along said south subdivision tract boundary, South $89^{\circ}40'44''$ East, 1124.84 feet to the southeast corner of Lot 18, Block 14 as shown on said plat being common with the southwest corner of "Parcel Three (3)" as described in a Grant, Bargain, Sale Deed recorded October 16, 2006 in Book 20061016, Instrument No. 0004984 of Official Records on file at the Clark County, Nevada Recorder's Office being the **Point of Beginning**; thence along the east line and the northerly prolongation of said Lot 18, Block 14 and the west line of said Parcel Three (3), North $00^{\circ}19'15''$ East, 108.80 feet to the beginning of a non-tangent curve, concave to the northeast, having a radius of 275.50 feet, from which beginning the radius point bears North $41^{\circ}09'33''$ East; thence departing the northerly prolongation of the east line of said Lot 18, Block 14 and said Parcel Three (3), southeasterly along said curve, through a central angle of $06^{\circ}45'58''$, an arc length of 32.53 feet to a point of non-tangency, to which a radial line bears South $34^{\circ}23'35''$ West; thence South $55^{\circ}36'25''$ East, 95.49 feet to the beginning of a non-tangent curve, concave to the southwest, having a radius of 25.00 feet, from which beginning the radius point bears South $34^{\circ}23'35''$ West; thence southeasterly along said curve, through a central angle of $50^{\circ}54'18''$, an arc length of 22.21 feet to a point of non-tangency on the northwesterly right-of-way of Rancho Drive to which a radial line bears North $85^{\circ}17'54''$ East; thence along the northwesterly right-of-way of said Rancho Drive, South $35^{\circ}18'17''$ West, 20.76 feet to the south line of said Parcel Three (3); thence departing the northwesterly right-of-way of said Rancho Drive and along the south line of said Parcel Three (3), North $89^{\circ}40'45''$ West, 103.90 feet to the **Point of Beginning**.

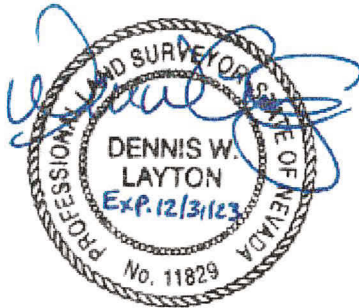
Contains 7,689 square feet, more or less.

Basis of Bearing

South 89°40'45" East, being the bearing of the north line of the Northeast Quarter (NE 114) of Section 8, Township 21 South, Range 61 East, M.D.M., as shown in File 135, Page 29 of Surveys on file at the Clark County, Nevada Recorder's Office.

End of Description.

Dennis W. Layton, PLS
Professional Land Surveyor
Nevada License No. 11829



8/11/22

Exhibit "A"

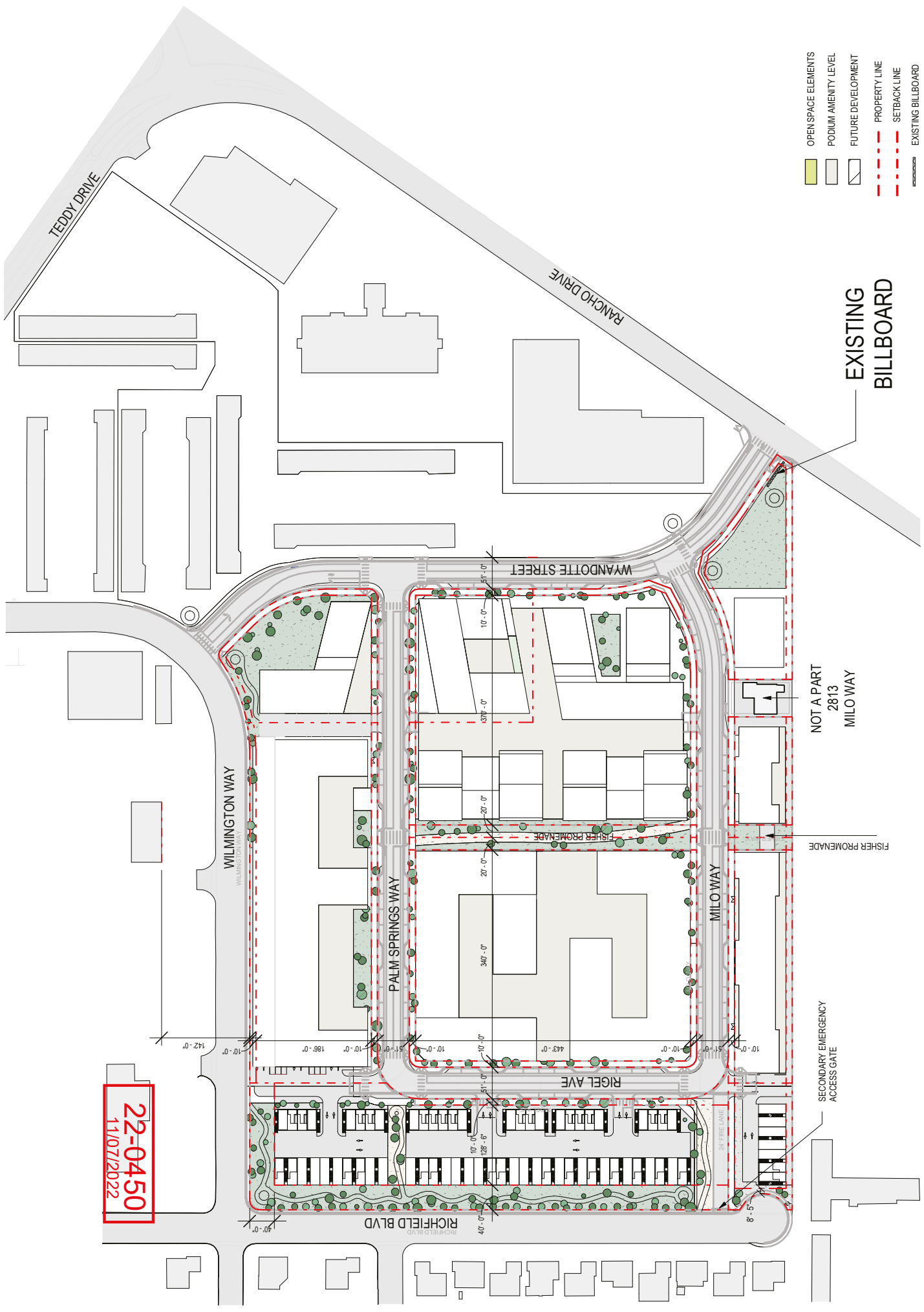
22-0450
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Exhibit "B"

Overall Site Plan

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FISHER BROTHERS

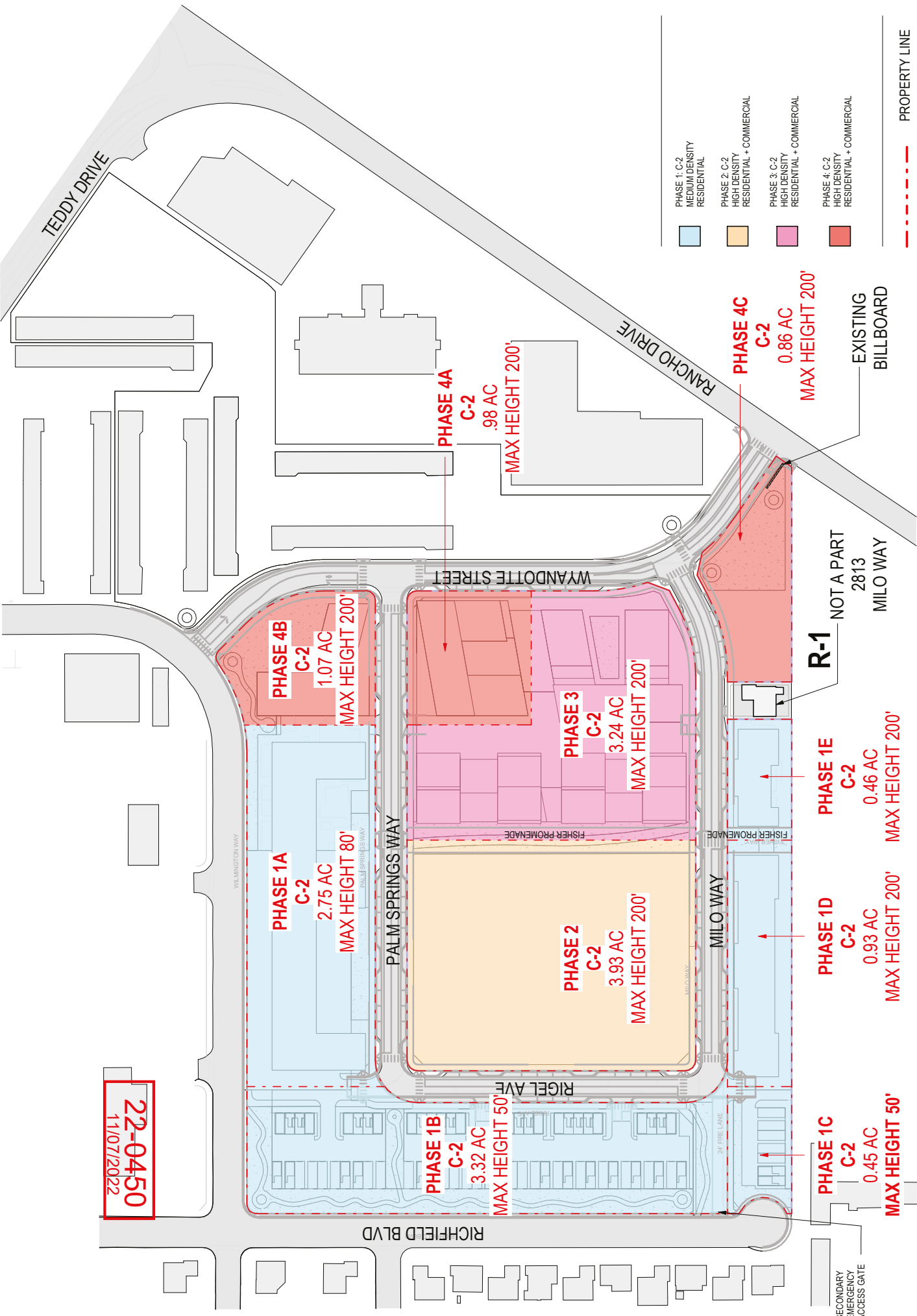
Vegas Rising - Multi-Verse - Mixed Use Residential

Exhibit "C"

Phasing Plan

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PHASE 1: C-2 MEDIUM DENSITY RESIDENTIAL	PHASE 2: C-2 HIGH DENSITY RESIDENTIAL + COMMERCIAL	PHASE 3: C-2 HIGH DENSITY RESIDENTIAL + COMMERCIAL	PHASE 4: C-2 HIGH DENSITY RESIDENTIAL + COMMERCIAL

FISHER BROTHERS

Vegas Rising - Multi-Verse - Mixed Use Residential



DEPARTMENT OF PLANNING

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

Pursuant to Las Vegas Municipal Code (LVMC) Section 19.16.010(E) and Ordinance No. 5477 (May 1, 2002), the City of Las Vegas has determined that your project is subject to a Development Impact Notice and Assessment (DINA) and/or meets the criteria for a Project of Regional Significance as established by the Southern Nevada Regional Policy Plan.

Applicant Information

The following Environmental Impact Assessment is being submitted for consideration for the proposed project known as Vegas Rising, located at the southeast corner of Richfield Blvd and Wilmington Way.

This document is being prepared by:

Company Name: Kimley-Horn and Associates, Inc.

Address: 6671 Las Vegas Boulevard South
Suite 320
Las Vegas, NV 89119

Contact Person:

Name: Thomas Ackeret

Title: Project Manager

Telephone: 702-862-3608

Fax: N/A

E-mail: thomas.ackeret@kimley-horn.com

I certify that the statements made by me on this Environmental Impact Assessment represent my best professional judgment and are, to the best of my knowledge, true and complete and correct.

I understand that any misrepresentation or material omission of fact on this document may be considered as constituting grounds for an incomplete application and may uphold processing of the application until complete information is provided.

Signature: _____

Date: 11/03/2022

Name: Thomas Ackeret
Title: Project Manager

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11/07/2022

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

1 Project Description

Project Name: Vegas Rising
APN #: Multiple, See attached
Project location: Near intersection of Richfield Blvd and Wilmington Way

General Plan Designation:

Current:	TOD2	Proposed:	Commercial
----------	------	-----------	------------

Zoning:

Current:	R-1	Proposed:	C-2
----------	-----	-----------	-----

Project Details (complete all that apply):

Gross Site Acreage: 21.7

Net Site Acreage: 17.99

i) Residential

Total # Units: 1341

Density: 74.5 (average) Dwelling Units / Acre

Total Open Space: 118,464 SF (2.72 ac) shared with iii) SF

ii) Hospitality

Total # Rooms: N/A

Total Gaming Area: N/A SF

Total Other Area: N/a SF

iii) Commercial

Total Building Area: 140,000 SF

Total Open Space
and/or Plaza Areas: 118,464 SF (2.7 ac) shared with i) SF

Total Lot Coverage: 85 %

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

North: Rex Bell Elementry School and exisitng residential (R-3)

East: Existing Commercial (C-1) and existing residential (R-4)

South: Office Buildings (mulitple zonings P-R, M)

West: Existing residential (R-1)

Project Narrative (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach exhibits if necessary):

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

Project consists of a master planned community consisting of approximately 21.7 acres with up to 1,341 residential units and proposed retail uses. The development introduces a focus on alternate modes of transportation, in an attempt to reduce the amount of vehicular traffic, by adding bike lanes, widened sidewalks, as well as other improvements in addition to adding urban park/public realm space to the area.

2 Transportation and Traffic

Insert a Table (attach additional sheets if necessary), indicating the number of vehicle trips that the proposal will generate, estimated by applying to the proposal the average trip rates for the peak days and hours established by the Institute of Transportation Engineers (or its successor).
See the attached

3 Schools

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

PK - $(1341 * 0.008) = 11$ Students
K-5 - $(1341 * 0.135) = 182$ Students
6-8 - $(1341 * 0.056) = 76$ Students
9-12 - $(1341 * 0.62) = 84$ Students
13 - $(1341 * 0.001) = 2$ Students

4 Emergency Services

Provide the distance from the site of the proposal to the nearest facilities from which firefighting, police and emergency services will be provided, including without limitation, facilities of a local government that are planned but not yet constructed, and facilities that have been included in a local government's plan for capital improvements prepared pursuant to NRS 278.0226.

(All distances provided are along the roadways, each location is closer radially from the site)
Metropolitan Police Department: 3.2 miles (400 S M.L.K. Blvd, 89106)
Metropolitan Police Department: 3.4 miles (750 Sierra Vista Dr, 89169)
City of Las Vegas Fire Department: 3.0 miles (Fire Station 10 - Las Vegas Fire and Rescue)
Clark County Fire Department: 2.4 miles (Clark County Fire Station 15)
Clark County Fire Department: 2.6 miles (Clark County Fire Station 12)
Medical/Hospital: 2.1 miles (Dignity Health; 4980 W Sahara Ave, 89102)
Medical/Hospital: 2.5 miles (University Medical Center; 1800 W Charleston Blvd, 89102)

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

5 Housing, Mass Transit, Open Space and Recreation

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

The site is proposing to deemphasize vehicles and promote alternate transportation while adding community benefit. Designated drop off areas will be introduced to enhance access to ride share options and simplify this transportation option. Additional alternate mobility options such as bicycle amenities/share options, scooter share, community car share/carpool will be explored. The project will add dedicated bike lanes to all proposed roadways within the project limits, and wider walkways. The proposed site bike lanes will connect to the existing dedicated bike lane within Richfield Blvd, which connects to the Sahara Express bus line. The site is approximately 1,600 LF from Sahara Ave. and the aforementioned Express line, plus additional bus routes within the vicinity of the project. The envisioned mobility program is designed to reduce a reliance of car ownership. The subject development and the larger master plan site residential and commercial uses are intended to create a “20-minute city”, providing access and modes of transportation between one’s residence and places of business and recreation. Additionally, the site is introducing urban parks and public realm to the area that do not exist today. The publicly accessible spaces will promote walkability, recreation, and community engagement. Future connections to additional offsite retail and commercial uses will be provided and promote the shared parking model.

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

EXHIBIT 1

Clark County School District

Valley-wide Student Yields

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

Single-Family units include mobile homes and townhouse.

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

P & 13: Pre-school and Sunset School.

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Site APNs

162-08-212-028	162-08-610-090	162-08-212-019
162-08-212-027	162-08-610-089	162-08-212-018
162-08-212-026	162-08-610-088	162-08-610-059
162-08-212-025	162-08-610-087	162-08-610-058
162-08-212-024	162-08-610-086	162-08-610-057
162-08-212-023	162-08-610-085	162-08-610-056
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162-08-610-093	162-08-610-044	162-08-610-065
162-08-610-092	162-08-610-043	162-08-610-066
162-08-610-091	162-08-212-020	162-08-610-067

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162-08-610-068

162-08-610-069

162-08-610-070

162-08-610-071

162-08-610-072

162-08-610-073

162-08-610-074

162-08-610-075

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Trip Generation

Table 2 – Project Trip Generation

ITE Code	Description	Size	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
220	Multifamily Housing (Low-Rise)	456 Units	14	123	137	103	11	114
221	Multifamily Housing (Mid-Rise)	885 Units	37	211	248	168	62	230
821	Shopping Plaza (40-150k)	85,000 SF	91	56	147	216	225	441
Internal Capture			4	4	8	81	81	162
Proposed Total Trips			138	386	524	406	217	623
Previous Land Use Trip Gen (ITE Code 210 – Single Family Detached Housing) 114 Units			21	59	80	67	40	107
Net Proposed New Trips			117	327	444	339	177	516

Source: *Trip Generation Manual*, 11th Edition, ITE.

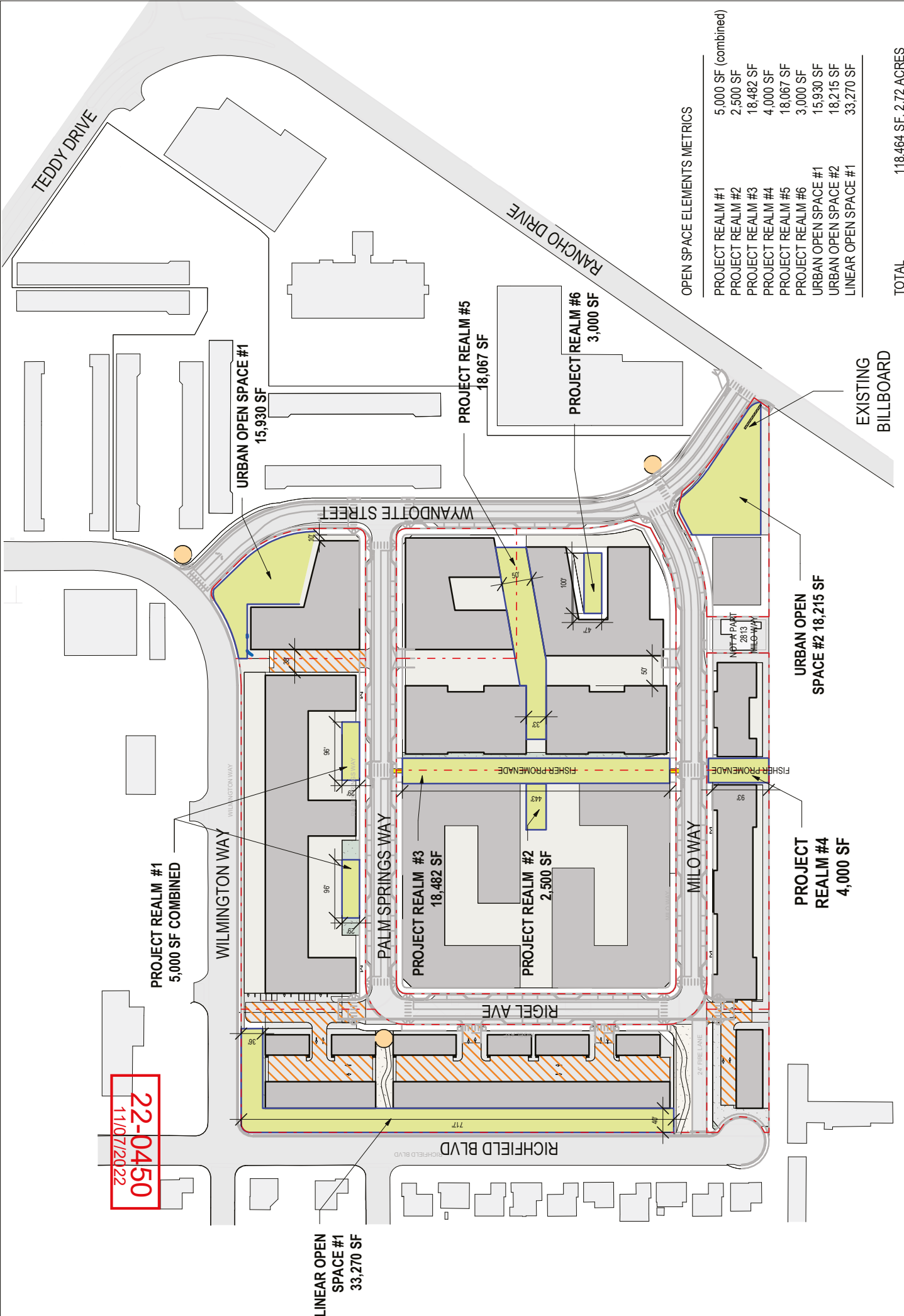
22-0450
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Exhibit "E"

Depiction of Open Space Elements

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11/07/2022



OPEN SPACE ELEMENTS METRICS

PROJECT REALM #1	5,000 SF (combined)
PROJECT REALM #2	2,500 SF
PROJECT REALM #3	18,482 SF
PROJECT REALM #4	4,000 SF
PROJECT REALM #5	18,067 SF
PROJECT REALM #6	3,000 SF
URBAN OPEN SPACE #1	15,930 SF
URBAN OPEN SPACE #2	18,215 SF
LINEAR OPEN SPACE #1	33,270 SF

TOTAL 118,464 SF. 2.72 ACRES

Vegas Rising - Multi-Verse - Mixed Use Residential

OPEN SPACE ELEMENTS EXHIBIT

Exhibit "F"

Conceptual Drainage and Master Traffic Studies

(on disk)

Exhibit "F"

22-0450
11/07/2022

CITY OF LAS VEGAS			DATE: 5/25/2022		
INTER-OFFICE MEMORANDUM					
TO: Land Development Services Department of Building & Safety			FROM: Albert Sung, P.E. Flood Control Project Engineer Department of Public Works		
SUBJECT:		Drainage Study for:	COPIES TO:		
Conceptual Study - Vegas Rising			New Vegas Holdings, LLC		
Cross Streets:	Richfield Boulevard & Wyandotte Street (N/S) & Wilmington Way & Milo Way (E/W)		Kimely-Horn and Associates, Inc.		
File Number:	F:\PW_Flood\1. Development Review\1. DS Memo\DS05561B.doc		Bart Anderson, P.E., DevCo		
Parcel Number:	162-08-610-001 thru -070; -072 thru -075 & -081 thru -103; 162-08-212-016 thru -028; 162-08-699-003; Portions of 162-08-299-002 and 162-08-610-104				
Zoning Action:	N/A				
FEMA Flood Zone	YES	NO	X		
Proposed Storm Drain	YES	X	NO		

HISTORY	DATE RECEIVED	DATE REVIEWED	COMMENTS	REVIEW FEES	FEES PAID Payment Trn #
1 st Submittal	4/7/2022	4/20/2022	Not Approved	\$400	4733653: \$400
2 nd Submittal	5/10/2022	5/25/2022	Conditionally Approved	\$400	4788265: \$400
			TOTAL FEES (LDDRS):	\$800	----

REMARKS:

The Drainage Study for the subject project has been reviewed and:

	is approved subject to conformance to all City standards and the following conditions:
	must be resubmitted or supplemented including the following:
X	is conditionally approved subject to Clark County Regional Flood Control District concurrence.
	is conditionally approved subject to Clark County Public Works Department concurrence.

The following are comments pertaining to the subject site specific drainage study and grading plans:

1. As stated in the report, a Technical Drainage Study will be required with development for the proposed Project site.
2. The site is adjacent to proposed *Clark County Regional Flood Control District* (CCRFCDD) master planned facility. Therefore, CCRFCDD concurrence is required prior to final approval of the drainage study.

Please note that effective March 15, 2019, the CCRFCDD adopted new requirements for drainage study concurrence submittal. Follow the link below for specific guidance.

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page 2

<http://gustfront.ccrfcd.org/LandDev/LandDev.aspx>

Please note that effective April 6, 2020, only electronic submittals to the CCRFCD will be accepted for regional concurrence. Contact cwang@regionalflood.org for direction.

3. As conditional approval of Conceptual Drainage Study for Vegas Rising, proposed on-site Detention Basin will be eliminated and convert to all conveyance storm drain system either on Wilmington Way or Wyandotte Street. A detail design of all conveyance storm drain system must be addressed with Technical Drainage for the proposed site.

NOTE: Please be advised that all land surface area disturbances over 1 acre or any area adjacent to a water way must submit to the *Nevada Division of Environmental Protection* a "Notice of Intent" to discharge that certifies a stormwater pollution prevention plan has been developed and is maintained on site; for inclusion in the Stormwater General Permit No. NVR100000. A phased construction unit in a contiguous subdivision is considered under construction until all stripped or disturbed surface areas have been covered by paving, building construction or planting. For more information, including forms and applications see <http://ndep.nv.gov/bwpc/storm01.htm> or call (775) 687-9429.

END OF REMARKS

T/R/S: T21S/R61E/S8
AREA R-08

22-0450
11/07/2022



Steven C. Parrish, P.E.
General Manager/Chief
Engineer

BOARD OF DIRECTORS

Mayor
Debra March
Chair
City of Henderson

Commissioner
Justin Jones
Vice-Chair
Clark County

Mayor
Carolyn Goodman
City of Las Vegas

Councilman
Isaac Barron
City of North Las Vegas

Councilman
George Gault
City of Mesquite

Mayor Pro Tem
Stavros Anthony
City of Las Vegas

Commissioner
Tick Segerblom
Clark County

Mayor Pro Tem
Claudia Bridges
City of Boulder City

June 29, 2022

Mr. Oh Sang Kwon, P.E.
City of Las Vegas Department of Public Works
333 North Rancho Drive
Las Vegas, NV 89106

DISTRICT CONCURRENCE: VEGAS RISING
(DS5561B) (RFCDD No. 22-14108)

Dear Mr. Kwon:

Clark County Regional Flood Control District (District) reviewed Conceptual Drainage Study dated April 7, 2022, Addendum No. 1 dated May 10, 2022, for above-mentioned project as submitted by KIMLEY-HORN. In addition, District is in receipt of the Conditional Letter of Acceptance from City of Las Vegas Department of Public Works dated May 25, 2022.

District concurs with acceptance of this Technical Drainage Study by City of Las Vegas Department of Public Works.

District's review of this project was limited to issues of Regional Flood Control Significance as defined in *Uniform Regulations for the Control of Drainage*.

Please be aware that as additional information becomes available and/or restudies of Flood Insurance Studies are performed, information submitted by KIMLEY-HORN may be superseded. Compliance with regulatory elements and design standards specified in *Uniform Regulations for the Control of Drainage* does not imply a guarantee that properties will be free from flooding or flood damage. The District, its officials, or employees assume no liability for information, data, or conclusions presented by consulting engineers. We, therefore, make no warranties, either expressed or implied, in conducting this review.

STEVEN C. PARRISH, P.E.
General Manager/Chief Engineer

BY: Ching C. Wang
Ching C. Wang (Jun 30, 2022 07:30 PDT)

Ching C. Wang, P.E.
Principal Civil Engineer

CCW:rm

c: RACHAEL DENNIS, KIMLEY-HORN

P:\Letters and Memos\Local Drainage\Land Development & Drainage\2022\L-22-14108.doc

22-0450
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Exhibit "G"

Master Sanitary Sewer Study (on disk)/Offsite Sewer Capacity Letter



**LAS VEGAS
CITY COUNCIL**

CAROLYN G. GOODMAN
Mayor

STAVROS S. ANTHONY
Mayor Pro Tem

MICHELE FIORE

CEDRIC CREAR

BRIAN KNUDSEN

VICTORIA SEAMAN

OLIVIA DIAZ

JORGE CERVANTES
City Manager

PUBLIC WORKS
MIKE JANSSEN, P.E., PTOE
EXECUTIVE DIRECTOR OF
INFRASTRUCTURE

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011 | VOICE
711 | TTY



April 19, 2022

Kailee Loa-Sugihara, E.I.
Kimley-Horn
6671 Las Vegas Boulevard South, Suite 320
Las Vegas, NV 89119

RE: Wyandotte Apartments Master Sanitary Sewer Study Dated April, 2022

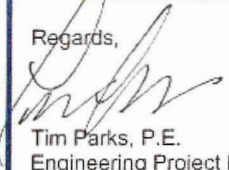
Dear Ms. Loa-Sugihara:

The City of Las Vegas Department of Public Works, Sanitary Sewer Engineering Section (City) has completed its review of the Wyandotte Apartments Master Sanitary Sewer Study Dated April, 2022 (The Study). The City finds The Study acceptable for the purpose of the Development Agreement, with the condition that an update to The Study providing District specific on-property analysis is submitted and approved prior to submitting mapping or civil improvement plans for each District.

Civil plan designs must comply with all City standards including the Design and Construction Standards for Wastewater Collection Systems (DCSWCS), Southern Nevada, Latest Edition and City addenda requirements.

If you have any questions, please feel free to email tparks@LasVegasNevada.gov and dpanaligan@LasVegasNevada.gov or call 702-229-2176.

Regards,


Tim Parks, P.E.
Engineering Project Manager
Sanitary Sewer Engineering

Cc: Jeremy Leavitt, P.E., CLV Public Works
Dominic Panaligan, P.E., CLV Public Works
Joe Pena, CLV Public Works
Bart Anderson, P.E., CLV Public Works

Exhibit "G"

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Exhibit "H"

MAINTENANCE PLAN FOR ALL OPEN SPACES ELEMENTS

1. The Plan for Maintenance for all Privately Maintained Open Space Elements (the "Plan") must be approved by the City of Las Vegas ("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) Open Space Elements landscaping and sidewalks;
 - b) Open Space Elements and the related required facilities described in the Development Agreement, if any;
 - c) Temporary and/or interim drainage facilities including lined channels and natural arroyos as determined by the approved Master Drainage Study, but excluding all underground drainage facilities that are to be dedicated to the City (identified in the Master Drainage Study).
 - d) All landscaping located within City dedicated public right-of-way.
2. The Plan will include provisions for maintenance of Open Space Elements lighting and for walls and fences located within Open Space Elements, but excluding any retaining walls or fences located on a common property line with a development parcel.
3. The Plan will include provisions for periodic inspection, maintenance and repair of the improvements in such a manner and with such frequency to maintain the improvements to prevent deterioration, to avoid unsightliness, and maintain the aesthetic appearance, the function, the safety and logic 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 limitations:
 - a) Requirements for maintenance of all the lights within the Open Space Elements.
 - b) Requirements (for maintenance of all the following items within the Open Space Elements in an operable, healthy, safe and aesthetically acceptable condition):
 - Irrigation and all associated components;
 - Play equipment;
 - Exercise or fitness equipment;
 - Flood arroyo, including all appurtenances in the area;
 - Shade structures;
 - Water features, including all splash pads, fountains, drinking fountains;
 - Lighting (all allowable types);
 - Walkways, pathways and roadways, with or without landscape improvements;
 - Fencing, walls and gates (all allowable types);
 - Signage (all allowable types);
 - Amenities, including benches, trash receptacles, and picnic tables;
 - All paved areas.
4. The Plan will include a provision that the Plan can be amended by the governing board of

Exhibit "H"

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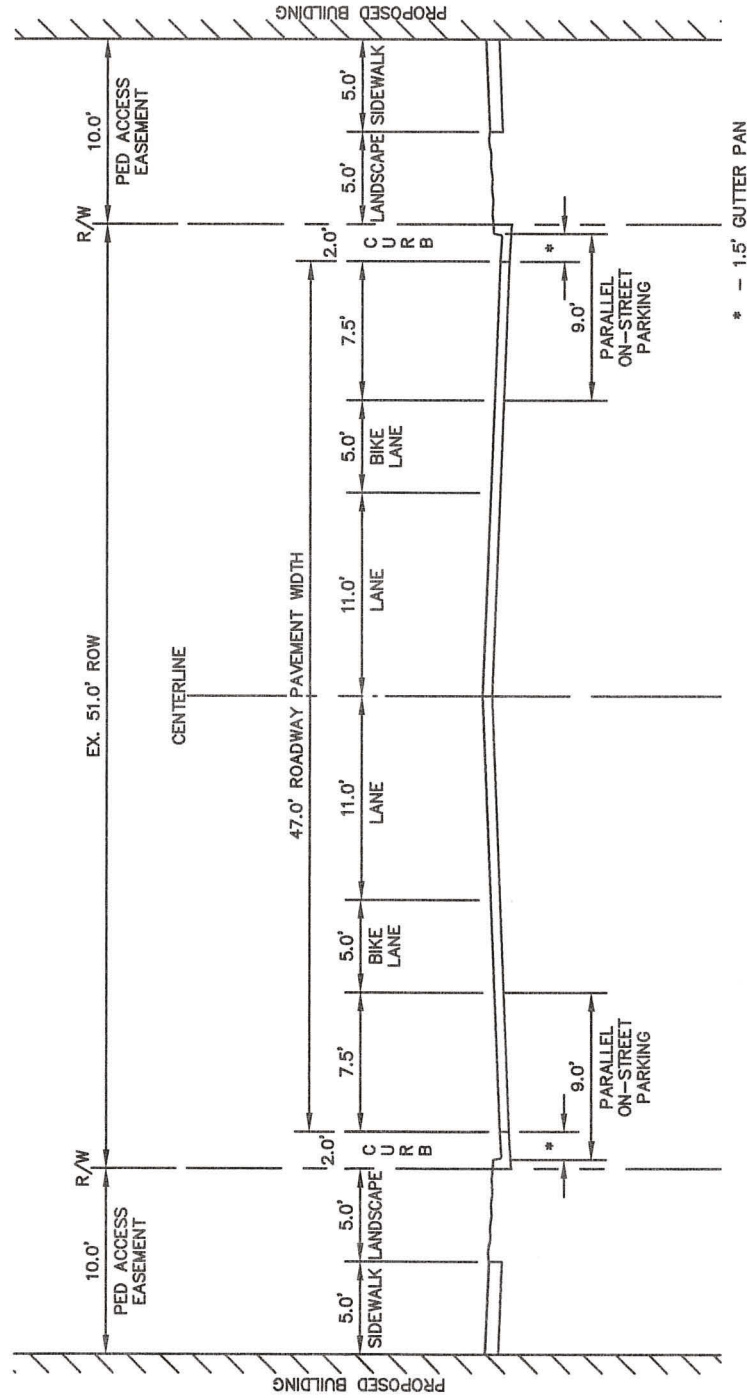
the Vegas Rising Maintenance Association ("Association"), but only with the written consent of the City.

Exhibit "H"

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Exhibit "I"

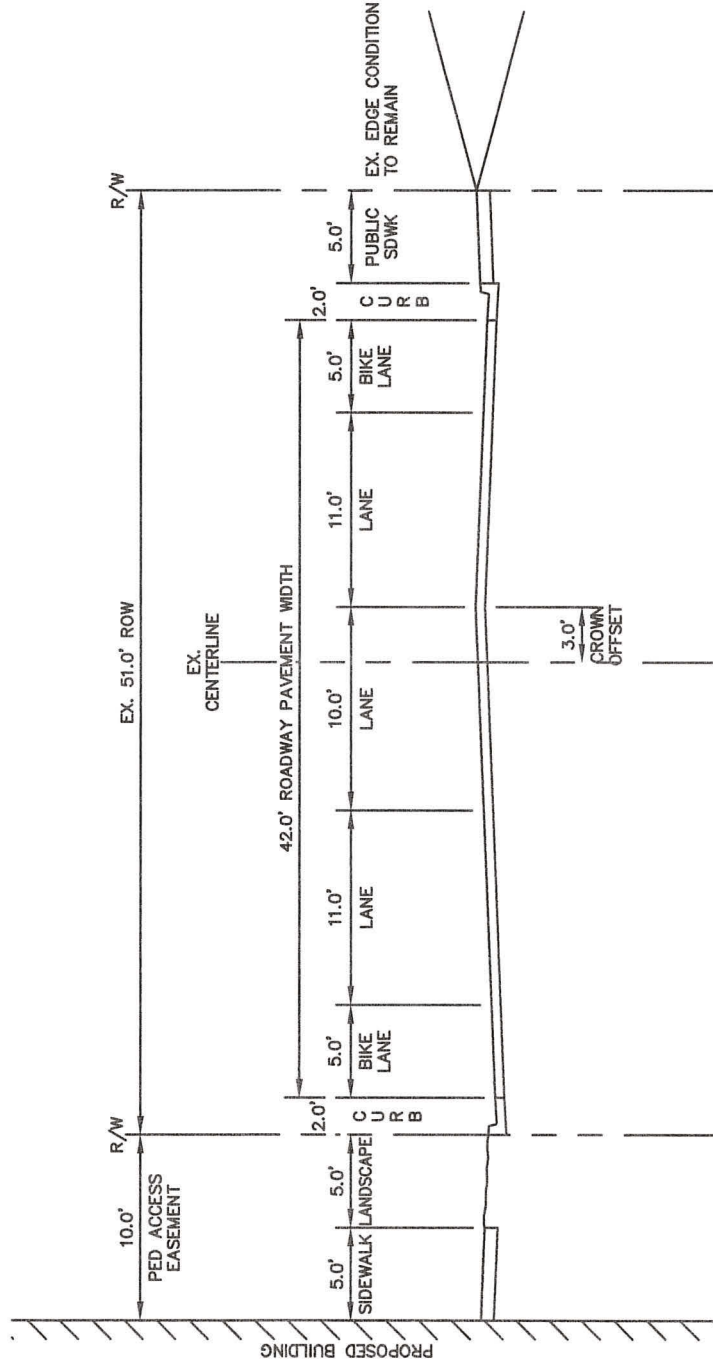
Urban Project Street Sections



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Vegas Rising - Multi-Verse - Mixed Use Residential

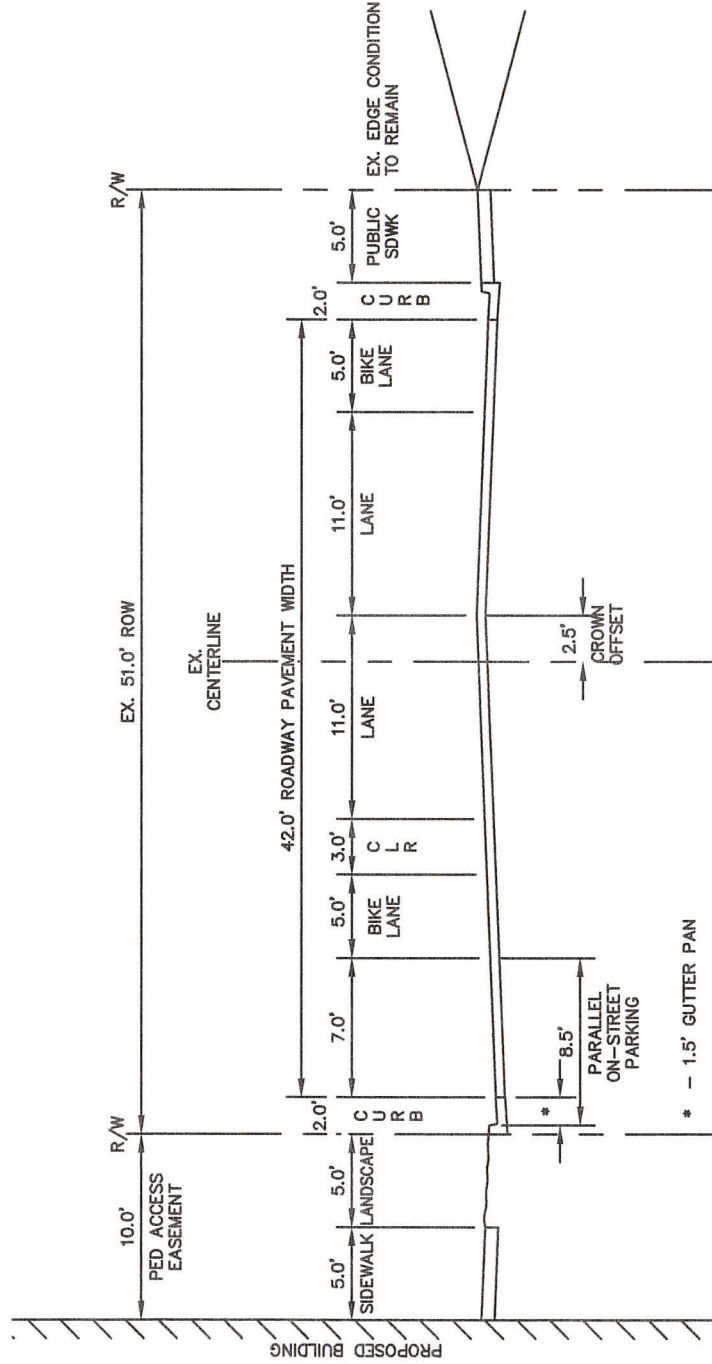
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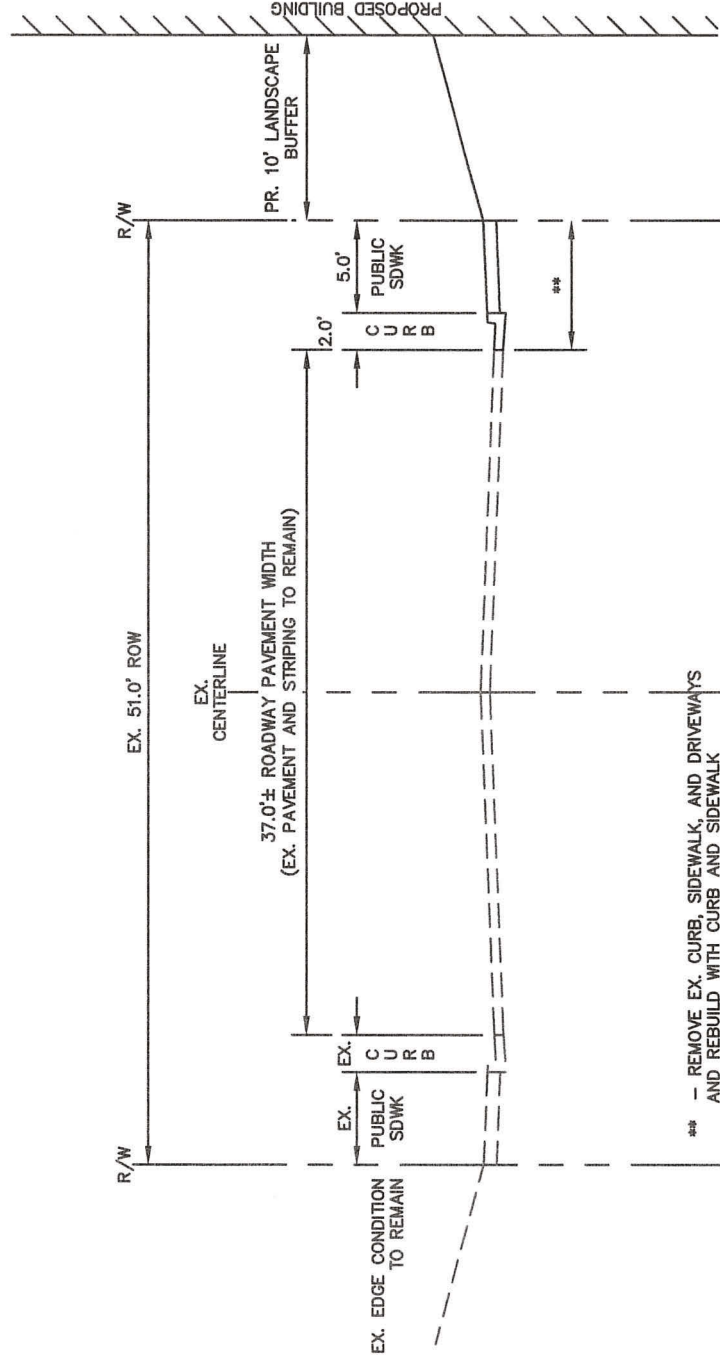
Vegas Rising - Multi-Verse - Mixed Use Residential



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Vegas Rising - Multi-Verse - Mixed Use Residential

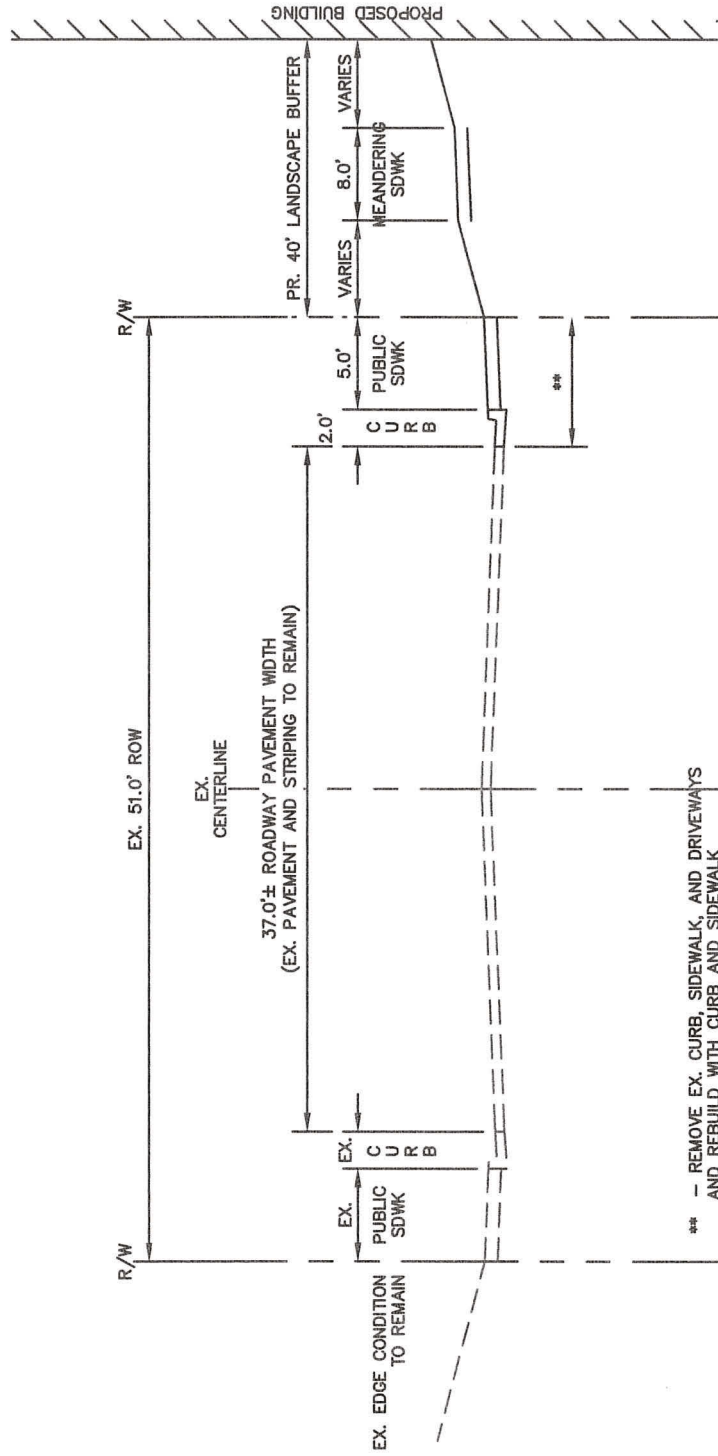
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Vegas Rising - Multi-Verse - Mixed Use Residential

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Vegas Rising - Multi-Verse - Mixed Use Residential

Exhibit "J"

Vegas Rising Development Standards

Exhibit "K"

Unified Development Code (UDC)

Exhibit "K"

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Exhibit "L"

**RIGHT-OF-WAY ENCROACHMENT LICENSE
TERMS AND CONDITIONS**

1. GRANT OF LICENSE. The City of Las Vegas, a Nevada municipal corporation ("**City**") hereby grants to Southern NV Rental Holdings, LLC, a Nevada limited liability company ("**Master Developer**") a revocable and nonexclusive permission to enter upon a portion of the City's right-of-way as further depicted in **Exhibit "A"** attached hereto (the "**License Area**") for the planning, installation, operation, maintenance, and replacement of landscaping, irrigation, community signing, and related appurtenances (collectively, the "**Encroachments**"). The City is not granting a building permit or other authorization that would otherwise be required from any department of the City or any other regulatory authority to plan, install, operate, maintain, and replace the Encroachments.
2. TERM. This License shall commence as of the effective date of the Development Agreement for Vegas Rising and shall continue until terminated in accordance with the terms hereunder.
3. LICENSE FEE. Master Developer shall have the right to use the License Area at no cost to Master Developer.
4. NOT A REAL PROPERTY INTEREST. It is expressly understood that this License does not in any way whatsoever grant or convey any easement, lease, fee of any kind, or other interest in the License Area to Master Developer. The City specifically reserves the right to grant other rights to the License Area that do not unreasonably conflict with the rights granted herein.
5. PRIOR CONTRACTS AND CONDITION OF TITLE. Master Developer's rights hereunder are subject to all covenants, conditions, restrictions, easements, agreements, liens, reservations, and encumbrances upon, and all other recorded or unrecorded matters or conditions of title to or agreements or documents regarding the License Area. The City does not warrant title to the License Area.
6. CONDITION OF LICENSE AREA. Master Developer acknowledges that it has had full opportunity to examine, study, and inspect the License Area and hereby waives any claim for damages that may arise from any of Master Developer's activities in the License Area. Master Developer's use of the Licensed Area shall be conclusive evidence of Master Developer's acceptance of the condition of the License Area and Master Developer hereby accepts the Licensed Area in its present "AS IS, WHERE IS, WITH ALL FAULTS CONDITION" as suitable for the Encroachments. Master Developer accepts the Licensed Area with the full knowledge, understanding, and agreement that the City disclaims any warranty of suitability for Master Developer's intended purposes.
7. USE RESTRICTIONS. Master Developer shall conform to and shall cause its employees, business invitees, guests, contractors, and other persons using the Licensed Area pursuant to this License to conform to the following provision: Master Developer shall use the Licensed Area solely for the planning, installation, operations, maintenance, and replacement of the Encroachments and no other activities shall be conducted at, on, or from the License Area.
8. MAINTENANCE OF LICENSE AREA. Master Developer shall have all responsibility for operation, maintenance, and replacement of the Encroachments on the License Area during the term of this License. Master Developer shall maintain the License Area in a first-class, sound, clean, and attractive manner. If any damage to the License Area occurs, Master Developer shall promptly notify the City.

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In the event Master Developer fails or refuses to maintain the Encroachments and the License Area in a manner reasonably satisfactory to the City, and further fails or refuses to take corrective action within forty-eight (48) hours after its receipt of written notice from the City to so do, the City, at its option, may perform or cause to be performed any repair or maintenance that may be necessary, and the Master Developer shall reimburse the City within thirty (30) calendar days after receipt of reasonable costs related to said repair or maintenance.

9. PUBLIC SAFETY. If the City, in its sole discretion, determines that the Encroachments present a hazard to the public or to the City, to the City's facilities or to the City's ability to safely and conveniently operate the License Area or the adjacent public right-of-way, Master Developer shall cooperate with the City and immediately remedy the hazard at no cost to the City.

10. TERMINATION/DEFAULT. This License may be terminated by the City, at any time, by serving thirty (30) business days written notice (the "**Termination Period**") to Master Developer. The City covenants to coordinate as necessary with Master Developer to facilitate the removal of the Landscape Improvements. Upon expiration of the Termination Period, this License and all rights of Master Developer shall absolutely cease.

If Master Developer fails to surrender to the City the Licensed Area upon any termination of this License, all liabilities and obligations of Master Developer hereunder shall continue in effect until the License Area is surrendered. Termination shall not release Master Developer from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

Enforcement of the provisions of this License may be sought by the City, by any proceeding at law or in equity, against any person or entity violating or attempting to violate any provision of this License, either to restrain violation, to compel action, or to recover damages. The foregoing enforcement remedy shall be in addition to any fines or penalties provided by law, including the City's Municipal Code Chapter 9.04, Nuisances.

Failure to maintain the Encroachments may be a violation of the City's Municipal Code, Title 19, and may subject Master Developer, its successors and assigns, to civil penalties under the City's Municipal Code Chapter 9.04, Nuisances.

11. RESTORATION OF LICENSE AREA. No later than thirty (30) calendar days after any termination of this License, Master Developer shall, at its own cost and expense, remove the Encroachments and personal property and restore the License Area to the same condition in which it was prior to the License (the "**Restoration Work**"). Master Developer shall promptly notify City in writing upon completion of the Restoration Work. City shall notify Master Developer within five (5) business days if the Restoration Work is unacceptable to City. In the event the City fails to do so within said five (5) business day period, City shall be deemed to have approved the Restoration Work. If City reasonably objects to any portion of the Restoration Work, within said five (5) business day period, then Master Developer shall have fifteen (15) business days to cure such defects after receipt of City's written objection. If it is not possible to cure such defects within said fifteen (15) business day period, Master Developer shall nevertheless commence such cure work within said fifteen (15) business day period and diligently prosecute same to completion.

Any of Master Developer's Encroachments remaining on the License Area after thirty (30) calendar days after termination of this License may be removed and the License Area restored to its original

Exhibit "L"

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condition by the City, and Master Developer shall reimburse the City within thirty (30) calendar days after receipt of reasonable costs related to said removal of the Encroachments and restoration of the License Area by the City.

12. RESERVATIONS. The City specifically reserves to itself and excludes from this License a nonexclusive delegable right (the “**Reserved Right**”) over the entire License Area, including any area that may otherwise be for Master Developer’s exclusive use, if any, as follows:

A. The City shall have the right to use and allow others to use the License Area and to construct, open, repair, use, and otherwise deal with all manner of improvements at any location on, over and under the License Area, including any uses that may materially and substantially impair Master Developer’s ability to use the License Area for a certain period of time under the terms of this License. By way of example and not limitation, the City may construct additional utilities upon the License Area and may perform work related to public health, safety or welfare; traffic, street or utility improvement construction or repair; change of street grade; and installation or other work relating to sewers, storm drains, water lines, power lines, landscaping, or any other types of structure, work or improvements of any description, whether or not included within or related in any manner to any of the foregoing.

B. Neither the City nor any of its agents or contractors shall be liable to Master Developer or any third party for any disruption to the Encroachments due to any exercise by the City or its agents and contractors of their rights under this License.

C. The City shall have the unilateral right to modify the entirety of the License Area from time to time during the term of this License. Upon the City’s request, Master Developer, at its own expense, shall remove, relocate, or protect in place the Encroachments upon thirty (30) calendar days’ notice from the City or such shorter notice, or no notice, as the City may determine to be practical under the circumstances. Upon completion of the City exercising its Reserved Right, Master Developer shall replace, at its sole cost and expense, any item temporarily relocated or removed.

D. Master Developer shall actively cooperate with the City to facilitate the City’s exercise of the Reserved Right.

E. Except in an emergency, entries by the City or its agent and contractors shall be made only after reasonable notice to Master Developer. Any damage to the Encroachments or the License Area or to any part thereof resulting from entry by the City or any third parties shall be promptly repaired or replaced at the sole expense of the party causing said damage.

13. COMPLIANCE WITH LAWS/PERMITS/HOLDS. Master Developer shall, in all activities undertaken pursuant to the License, comply and cause its employees, agents, contractors and subcontractors to comply with all federal, state and local laws, statutes, codes, ordinances, rules, regulations, plans, orders, policies and decrees. Without limiting the generality of the foregoing, Master Developer, at its sole cost and expense, shall obtain any and all approvals and permits which may be required by any law, regulation, or ordinance for any activities Master Developer desires to conduct or have conducted pursuant to this License.

14. INSPECTION. The City and its employees, agents, or contractors may enter and inspect the License Area or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify Master Developer’s compliance with the terms and conditions of this License.

15. INDEMNIFICATION. To the fullest extent permitted by law, Master Developer shall, and shall cause its contractors, agents, and representatives to release, indemnify, defend, and hold harmless the City, its elected officials, officers, employees, and agents (collectively, "Indemnitees") for, from, and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses, including, without limitation, court costs, attorney's fees, and costs of investigation (collectively, "Liabilities") of any nature, kind or description directly or indirectly arising out of, resulting from or related to, in whole or in part:

- A. this License;
- B. any rights or interests granted pursuant to this License;
- C. Master Developer's occupation and use of the License Area; or
- D. any act or omission of Master Developer or Master Developer's officers, agents, business invitees and guests, employees, contractors, or anyone directly or indirectly employed by any of them, or anyone they control or exercise control over;

The only Liabilities with respect to which Master Developer's obligation to indemnify the Indemnitees does not apply are Liabilities to the extent caused by or arising from the negligence or willful misconduct of any Indemnitee.

Upon written notice from the City, Master Developer agrees to assume the defense, with counsel reasonably approved by the City, of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Master Developer has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Master Developer shall pay all costs incident to such defense, including without limitation, attorney's fees, investigators' fees, litigation, and appeal expenses, settlement payment and amounts paid in satisfaction of judgments.

16. INSURANCE. Master Developer may in its sole discretion purchase and maintain insurance policies to protect its interests hereunder. Master Developer's decision to purchase and maintain insurance under this License shall in no way relieve the Master Developer of its obligations of to indemnify, defend, and hold harmless the City for any Liabilities pursuant to Section 15 above.

17. ATTORNEY'S FEES. In the event of a dispute between the Parties with respect to the terms or conditions of this License, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

18. CONTINUING LIABILITY. No termination of this License shall release Master Developer from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this License and restoration of the License Area.

19. SUCCESSOR AND ASSIGNS. The conditions and restrictions of this License shall be a covenant running with the land and shall be binding upon and inure to the benefit of the Master Developer, its administrators, executors, heirs, and any other successors and or assigns, including any homeowner's association.

20. SURVIVAL. Termination shall not release either party from any liability or obligation under this License, whether indemnity or otherwise, resulting from the acts, omissions or events happening prior to

the date or termination, or, if later, the date when the Encroachments are removed and the Licensed Area is restored to the same condition in which it was prior to the License.

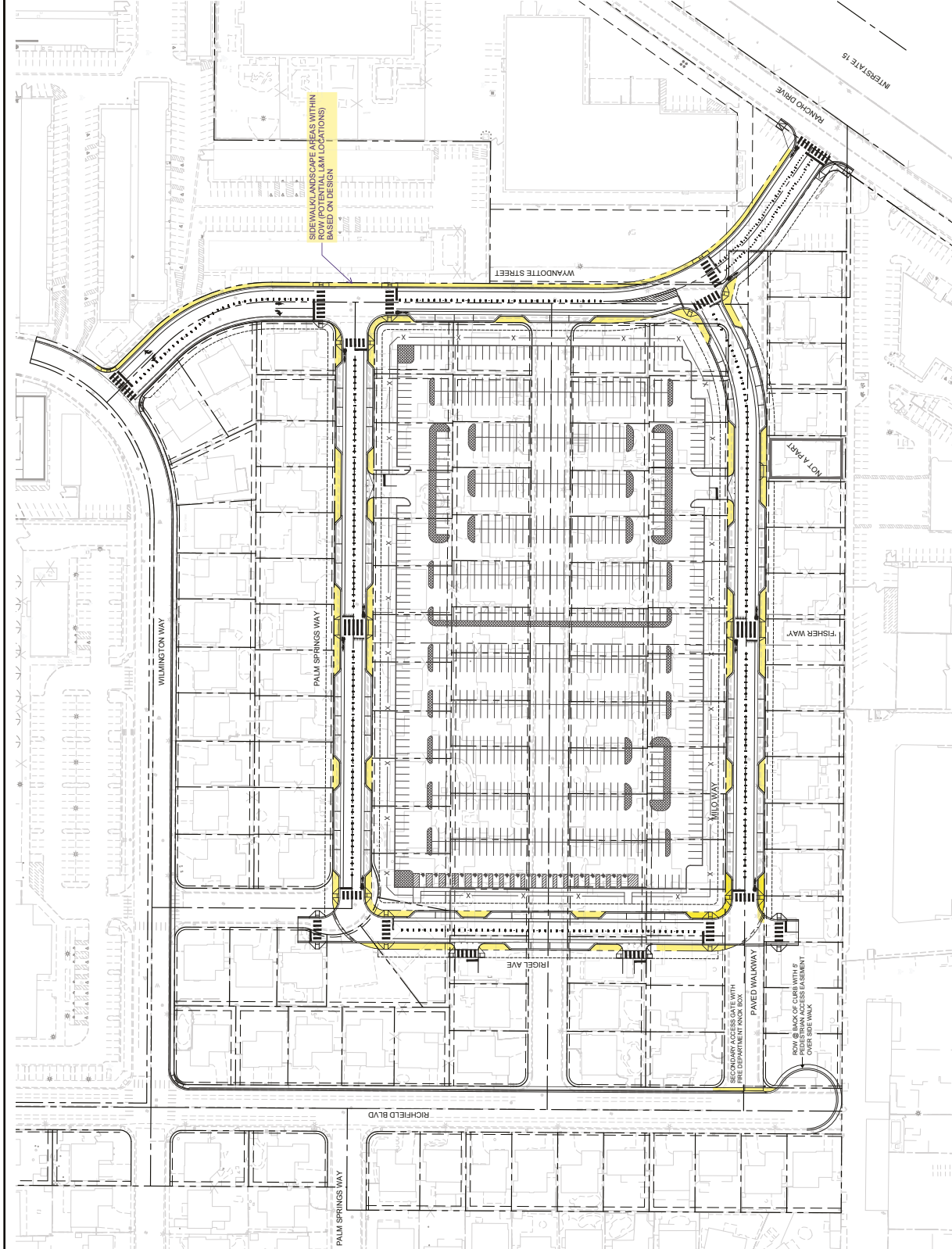
21. **CHOICE OF LAW/VENUE/ATTORNEY'S FEES.** Any litigation related to this License shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The governing law shall be the laws of the State of Nevada. In the event that at any time either party institutes any action or proceeding against the other relating to the provisions of this License or any termination or default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including attorneys' fees, incurred therein by the successful party. To the extent such waiver is permitted by law, the Parties shall waive trial by jury in any action or proceeding brought in connection with this License.

22. **NO THIRD-PARTY BENEFICIARIES.** Nothing expressed or implied in this License is intended, or should be construed, to confer upon or give any person or entity not a party to this License any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this License.

23. **FORCE MAJEURE.** The occurrence of any of the following events shall excuse such obligations of the City and/or Master Developer as are thereby rendered impossible or reasonably impracticable for so long as such event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials, or reasonable substitutes therefor; governmental restrictions, regulations, or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (excluding financial inability or hardship). Notwithstanding the foregoing, the occurrence of such events shall not excuse such obligations as this License may otherwise impose on the party to obey, remedy, or avoid such event.

24. **NO CLAIMS OF ADVERSE POSSESSION/PRESCRIPTIVE EASEMENT/ABANDONMENT.** Master Developer acknowledges and agrees that it does not have and will not assert at any time any claim of adverse possession or prescriptive easement with respect to the License Area or any portion of the Right-of-Way nor any claim that by granting the License, the City has abandoned or vacated the Right-of-Way.

25. **TIME CALCULATIONS.** All references to "days" herein shall mean calendar days unless otherwise stated. The term "business days" shall mean Monday thru Friday, exclusive of holidays observed by the State of Nevada. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.



22-0450
11/07/2022



No.		REVISIONS		DATE		BY		Kimley»Horn		KIMLEY-HORN PROJECT INFORMATION		RICHFIELD MASTER PLANNING		RICHFIELD NEIGHBORHOOD		SHEET NUMBER	
								© 2022 KIMLEY-HORN AND ASSOCIATES, INC.		KIM PROJECT		PREPARED FOR		POTENTIAL L&M LOCATIONS		1	
								6671 LAS VEGAS BOULEVARD SOUTH, SUITE 320		092965007		FISHER BROTHERS		DISCUSSION ONLY			
								LAS VEGAS, NEVADA 89119		11/03/2022		CITY OF LAS VEGAS		NEVADA			
								UNSPECIFIED SCALE		SCALE AS SHOWN							
								WWW.KIMLEY-HORN.COM		DESIGNED BY							
										DRAWN BY							
										CHECKED BY							
										KIM							