Montecito Town Center Development Agreement

Approved by City of Las Vegas
City Council
March 6, 2002

Adopted by Ordinance #5464
April 3, 2002

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Recording requested by and when recorded mail to:

City of Las Vegas
Planning & Development
731 S. Fourth Street
Las Vegas, NV 89101
ATTN: Christopher Knight

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND MONTECITO TOWN CENTER, LLC FOR THE MONTECITO TOWN CENTER

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DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF LAS VEGAS
AND
MONTECITO TOWN CENTER, LLC
FOR THE MONTECITO TOWN CENTER

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this 3rd day of April 2002 by and between the CITY OF LAS VEGAS (hereinafter the "City") and MONTECITO TOWN CENTER, LLC, a Nevada limited liability company (hereinafter the "Owner").

RECITAL OF PREMISES, PURPOSE AND INTENT

A. Owner owns that certain real property described and shown on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Property" or "Montecito Town Center"), commonly known as "Montecito Town Center", containing approximately 192 acres of land, which is the subject of this Agreement. Owner represents that it has fee title ownership of the Property.

B. The Property has been annexed to the City of Las Vegas.

C. The City of Las Vegas zoned the Property T-C Town Center District under Section 19A.06.110 of Title 19A of the Las Vegas Municipal Code.

D. The City has authority, pursuant to NRS 278.0201 through NRS 278.0207 and 19A.18.090 of the Las Vegas Municipal Code, to enter into development agreements with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

E. All preliminary processing with regard to this Agreement has been duly completed in conformance with all applicable laws, rules and regulations. The Las Vegas City Council (hereinafter "City Council"), having given notice as required by law, held a public hearing on Owner's application seeking approval of the form of this Agreement and the execution hereof by the City. At that hearing, the City Council found that this Agreement is consistent with the City's plans, policies and regulations, including the City General Plan, and that the execution of this Agreement on behalf of the City, is in the public interest and is lawful in all respects.

F. The Development Agreement Chapter grants to the City the power to enter into and perform development agreements and on the 3rd day of April, 2002 the City Council adopted Ordinance No. 5464 approving this Agreement and authorizing the execution hereof by duly constituted officers of the City. Said ordinance took effect on the

7th day of April, 2002. The City agrees to record a certified copy of the ordinance as required by NRS 278.0207.

G. The City desires to enter into this Agreement in conformance with the requirements of NRS 278.0201 through NRS 278.0207 and LVMC 19A 18.090 and as otherwise permitted by law and this Agreement, to provide for public services, public uses and urban infrastructure, to further the goals and values of the City's Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan, to promote the health, safety and general welfare of the City and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Montecito Town Center and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the State statute and City ordinance authorizing development agreements were enacted. As a result of the development of the Property, the City will receive needed jobs, sales and other tax revenues, significant increases to its real property tax base and substantial improvements to the public infrastructure. The City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of the City infrastructure by a developer with significant economic resources and experience in the development process.

H. This Agreement is consistent with and will implement the goals and objectives of the Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan.

I. In exchange for these and other benefits to the City, and in accordance with the legislative intent evidenced by the State statutes authorizing development agreements and the intent of the City in adopting an ordinance allowing development agreements, Owner will receive reasonable assurances that Owner may develop the Montecito Town Center in accordance with the Montecito Rules during the Term and subject to the conditions established in this Agreement. Because of the nature of the Montecito Town Center and the type and extent of the public and private improvements to be provided within the Montecito Town Center, the development of the Montecito Town Center will take a long period of time to complete. Owner's decision to commence development of the Montecito Town Center is based on expectations of proceeding with the Montecito Town Center to completion.

J. In the absence of this Agreement, Owner believes it would have no assurance that it could complete the Montecito Town Center and would therefore be exposed to significant economic risk. For any number of currently foreseeable and unforeseeable reasons, including, without limitation, regional traffic and related impacts (for example, impacts on air quality) resulting from development outside the jurisdiction of the City and issues relating to water use and availability, pressures on the City could be created to (i) halt the Montecito Town Center at a point short of total build out, (ii) reduce the density of the Montecito Town Center, (iii) defer or delay completion of the Montecito Town Center, or (iv) apply new rules, regulations or official policies, including Development Fees, to the Montecito Town Center in such a manner as to significantly increase the cost of the Montecito Town Center. The burden of interest carrying cost, the

difficulty of obtaining construction and/or permanent financing, the risk of losing existing financing commitments and the potential loss of anticipated revenues associated with these development risks and uncertainties would, in the absence of this Agreement, deter and discourage Owner from making a long-term commitment to the implementation of the Montecito Town Center. In addition, the cost of certain improvements to be constructed by Owner will be substantial and will be incurred by Owner well in advance of the completion of the private income-producing components of the Montecito Town Center which provide the economic return required to justify and offset the investment of such improvements. Accordingly, Owner cannot prudently commence the development of the Montecito Town Center without reasonable assurance that it will be able to complete the Montecito Town Center in accordance with the existing approvals and the Montecito Rules, and it is only the assurance of the ability to complete the private income-producing components of the Montecito Town Center in accordance with the approvals and Montecito Rules that provides the inducement to Owner to agree to commit the land and financial resources to the development of the Montecito Town Center.

NOW THEREFORE, for and in consideration of the foregoing recitals and of the mutual covenants and promises set forth herein, the parties do hereby agree as follows:

AGREEMENT

SECTION 1
DEFINITIONS

1.1 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

1.1(1) "Agreement" has the meaning assigned to it in the first paragraph hereof and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

1.1(2) "Normal City Rules" means and refers to

(i) The Zoning Action;

(ii) City rules, regulations, ordinances, laws, general or specific master plans, and official policies promulgated by the City, and any State Statutes related thereto, which govern the zoning, planning and development of land within the City.

The Normal City Rules are subject to amendment at any time and are therefore the Normal City Rules that are in effect on the particular date they are being applied. The Normal City Rules do

not include planning and development requirements, rules, regulations, laws, policies or procedures imposed by entities other than the City, including but not limited to the State of Nevada, the Clark County Health District, The Clark County Sanitation District, The Regional Flood Control District, the Regional Transportation Commission, The Nevada Division of Transportation, The Las Vegas Valley Water District, and Nevada Power Company (such requirements collectively referred to herein as "Rules of Other Entities").

1.1(3) "Approved, approve or approval" mean the final approval by the applicable governmental body with all applicable periods for commencing any legal action to challenge such approval having expired without any legal challenges having been filed.

1.1(4) "Code" means the Las Vegas Municipal Code, including all rules, regulations, standards, criteria, manuals and other references adopted therein.

1.1(5) "City" means the City of Las Vegas, together with its successors and assigns.

1.1(6) "City General Plan" means the Centennial Hills Sector Plan adopted by the City Council on May 25, 1999 and the Las Vegas 2020 Master Plan adopted by the City Council on September 6, 2000.

1.1(7) "County" means Clark County, Nevada.

1.1(8) "Development Agreement Chapter" means Chapter 19A.18.090 of the Code.

1.1(9) "Developer Special Improvement District Guidelines" means and refers to those Developer Special Improvement District Guidelines of the City attached hereto as Exhibit "L" which is one of the Normal City Rules.

1.1(10) INTENTIONALLY OMITTED

1.1(11) "Deer Springs Roadway Alignment" means that street alignment described in Section 10.7 below.

1.1(12) "Deer Springs Roadway Improvements" means those improvements described in Section 10.7 below.

1.1(13) "El Capitan Way Improvements" means those improvements described in Section 10.4 below.

1.1(14) "El Capitan Way Improvements SID" means a special improvement district formed to construct the El Capitan Way Improvements in compliance with the terms of subsection 10.4(c).

1.1(15) "Effective Date" means the date, on or after the adoption by the City of an ordinance approving execution of this Agreement and execution by both parties, and following satisfaction of the conditions set forth in subsections 2.1(a) through 2.1(b) inclusive below, that this Agreement is recorded in the Office of the County Clerk of Clark County.

1.1(16) "Elkhorn Road / U.S. 95 Overpass "means those transportation improvements described in Section 10.5 below.

1.1(17) "Town Center Loop Road" means those improvements described in Section 10.3 below.

1.1(18) "Development Fees" means a charge imposed by the City with respect to new development to finance the costs of a capital improvement or facility expansion necessitated by and attributable to new development. Development Fees do not include (i) the Residential Construction Tax referred to in Section 9 herein, or (ii) the Traffic Signal Fee referred to in Subsection 10.2(b) below.

1.1(19) INTENTIONALLY OMITTED.

1.1(20) INTENTIONALLY OMITTED.

1.1(21) INTENTIONALLY OMITTED.

1.1(22) "Montecito Rules" means and refers to:

(i) The Normal City Rules as of the Effective Date subject at all times to only those amendments thereto permitted pursuant to Sections 3.3 through 3.6 herein;

(ii) This Agreement; and

(iii) The Montecito Town Center Land Use and Design Standards Appendix.

1.1(23) "Montecito Town Center Land Use and Design Standards Appendix " means those land use and development guidelines attached hereto as Exhibit "D".

1.1(24) "Montecito Town Center" means the Property and the proposed development of the Property (herein the "Project") as described in this Agreement.

1.1(25) "Montecito Town Center Phase" means a portion of the Montecito Town Center identified from time to time by Owner as a phase of development in the Montecito Town Center.

1.1(26) "Montecito Town Center Phase Traffic Study" means a traffic study prepared in connection with a Montecito Town Center Phase that addresses the specific impacts to the street network and intersections related to a proposed Montecito Town Center Phase.

1.1(27) "Montecito Town Center Phase Development Plans" means plans for the development of a proposed Montecito Town Center Phase submitted pursuant to Sections 18.14.015 and 19A.06.110(D)(2) of the Code, including a Montecito Town Center Phase Traffic Study and technical drainage and sewer studies.

1.1(28) "Montecito Conceptual Site Development Plan" means that Conceptual Plan for development of the Town Center attached hereto as Exhibit "C".

1.1(29) "NDOT" means the Nevada Department of Transportation.

1.1(30) INTENTIONALLY OMITTED

1.1(31) "Northwest Area" means that area covered by the Centennial Hills Sector Plan.

1.1(32) "NRS" means Nevada Revised Statutes.

1.1(33) "Owner" means Montecito Town Center, LLC, a Nevada limited liability company, the owner of the land constituting the Property and its successors and assigns, if any, as permitted under the terms of subsections 12.2(a) and 12.2(b) of this Agreement.

1.1(34) "Planning Department" means the Planning and Development Department of the City.

1.1(35) "Planning Director" means the Director of the City's Planning and Development Department or his designee.

1.1(36) "Property" means that certain real property as described on Exhibit "A".

1.1(37) "Public Works Director" or "Director of Public Works" means the Director of the City's Department of Public Works or his designee.

1.1(38) "Regional Traffic Improvements" means the following:

1. El Capitan Way Improvements;

2. Town Center Loop Road;

3. Elkhorn Road / U.S. 95 Overpass;

4. Tropical Parkway / U.S. 95 Overpass; and

5. Deer Springs Way

1.1(39) "RTC" means the Regional Transportation Commission of Clark County, Nevada.

1.1(40) "Improvements" means customary mitigation measures and improvements referred to in Chapter 18.14 of the Code.

1.1(41) "Subdivision Map" means any instrument under NRS which legally subdivides property or gives the right to legally subdivide property, including, without limitation, parcel maps, division of land into large parcels, tentative commercial subdivision maps, final commercial subdivision maps, reversionary maps, condominium subdivision maps, or tentative or final residential subdivision maps, for all or a portion of the Montecito Town Center.

1.1(42) "Term" means the term of this Agreement together with any extension agreed upon pursuant to the terms hereof.

1.1(43) "Town Center" means the entire land area identified in the Centennial Hills Sector Plan and subject to the Town Center Development Standards, and as such Town Center Development Standards may be amended.

1.1(44) "Town Center Development Standards" means the Town Center Standards Development Manual adopted by the City on November 9, 1998, and as amended.

1.1(45) "Town Center Land Use Plan" means the Town Center Land Use Plan as defined by the Centennial Hills Sector Plan adopted May 25, 1999 as part of the City General Plan.

1.1(46) "Tropical Parkway / U.S. 95 Overpasses" means those transportation improvements described in Section 10.6 below.

1.1(47) "Zoning Action" means the action of City Council pursuant to application Z0076-98 by which the Property was zoned T-C Town Center under Section 19A.06.110 of Title 19A of the City's Municipal Code on December 12, 1998.

SECTION 2
GENERAL INTENT, EFFECTIVE DATE AND CONDITIONS PRECEDENT

2.1 Effective Date of Agreement. This Agreement will be effective upon recordation of this Agreement in accordance with NRS 278.0203, which shall occur subsequent to the following actions:

(a) The Montecito Town Center Land Use and Design Standards Appendix is approved and adopted by the City Council, together with any conditions thereto.

(b) The Montecito Conceptual Site Development Plan is approved by the City.

Owner and City mutually agree (i) that it is their intent that the Montecito Town Center Land Use and Design Standards Appendix shall control all issues and matters governed by the Montecito Town Center Land Use and Design Standards Appendix and (ii) the Town Center Development Standards shall govern those issues and matters which are not governed by the Montecito Town Center Land Use and Design Standards Appendix. City hereby acknowledges that the Montecito Town Center Land Use and Design Standards Appendix meet or exceed the standards set forth in the Town Center Development Standards in connection with those matters, and only those matters, governed by the Montecito Town Center Land Use and Design Standards Appendix.

2.2 Effectiveness of Actions. It is the mutual intent of the parties that all of the actions specified in subsections 2.1(a) through 2.1(b), inclusive, and the formal approval of this Agreement will be taken by the City Council substantially concurrently and that none of such actions will be effective unless and until all such actions are approved and this Agreement is recorded.

SECTION 3
MONTECITO RULES AND CONFLICTING LAWS

3.1 Montecito Rules. City and Owner agree that with respect to the City's approvals required for development of the Project (and not including any approvals required by the

Rules of Other Entities), the Montecito Rules shall govern and control the development of the Montecito Town Center. The City agrees that (i) the Property may be used and developed during the Term hereof for the purposes and in the manner set forth in the Montecito Rules, and (ii) it will not decrease the density of the approved uses or alter the regulations, criteria or standards pertaining to development of the Project set forth in the Montecito Rules without the Owner's consent, except as otherwise explicitly provided in Sections 3.3 through 3.6 of this Agreement. Nothing in this Agreement shall prevent the City from increasing "cost-based fees" which (i) are deemed to be fees for issuance of building permits, plan checks, or inspections and are based upon actual costs to the City and which are uniformly applied to all development and construction subject to the City's jurisdiction and (ii) are not Development Fees. Owner agrees that City has no authority in connection with Rules of Other Entities, no authority to withhold or grant any approval under such Rules of Other Entities, and that in the event approval by the City concerning a matter within its jurisdiction is contingent on any approval under the Rules of Other Entities, it is Owner's responsibility to obtain any such approvals.

3.2 Modification of Montecito Rules. City and Owner acknowledge and agree the Montecito Rules are peculiar to the Project and may not be amended, modified or changed with respect to this Project without the express written consent of Owner except as otherwise explicitly provided in Sections 3.3 through 3.6 of this Agreement. In the event the City adopts new ordinances, rules or regulations, such new ordinances, rules or regulations will not impact Owner or development of the Property except in those limited circumstances provided below.

3.3 Application of Subsequently Enacted Rules. Except as provided below, no standard or regulation regarding subdivision, land use, zoning, growth management, timing and phasing of construction, or construction methods shall be imposed by the City upon the development of the Project, except those in effect on the Effective Date. City may hereafter, during the term of this Agreement, apply to the Project only those rules, regulations, ordinances, laws, general or specific plans, and official policies promulgated or enacted after the Effective Date that:

(a) are not in conflict with the Montecito Rules, or

(b) the application of which govern procedural matters or would not prevent or materially impede, hinder or delay development in accordance with this Agreement, or

(c) do not constitute Development Fees.

3.4 Limitation on Imposition of New Fees or Standards. Notwithstanding the terms of Section 3.3 above:

(a) The City may increase cost-based fees that apply uniformly to all development in the City, provided such fees are not Development Fees.

(b) The development of the Project shall be subject to the Uniform Building Codes in effect at the time of issuance of the permit for the particular development activity.

(c) The City may apply other construction standards applicable to all other developers if such changed or additional standards are required in order to prevent a condition dangerous to the health or safety of City residents.

(d) Nothing in this Agreement shall preclude the application to the Project of new or changed City ordinances, regulations, plans or policies specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 3.5 of this Agreement are applicable.

3.5 Conflicting Federal or State Rules. In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

(a) Notice Of Conflict. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(b) Modification Conferences. The parties shall, within thirty (30) days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation.

3.6 City Council Hearings. In the event the City believes that an amendment to this Agreement is necessary pursuant to Section 3.5 due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment or suspension necessitated by such federal or state law or regulation. Owner shall have the right to offer oral and written testimony at the hearing. Any suspension or modification ordered by the City Council pursuant to such hearing is subject to judicial review as set forth in Section 5.6. The parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

3.7 City Cooperation. The City shall cooperate with Owner in securing any City permits, licenses or other authorizations that may be required as a result of any amendment or suspension resulting from actions initiated under Section 3.6.

3.8. Permit Fees. As required by the Montecito Rules, Owner will be responsible to pay all applicable fees in connection with securing of the permits.

3.9 Role of Planning Department; Appeal. The Planning Department shall interpret and apply the Montecito Rules to all decisions and recommendations concerning the planning and development of the Project, and shall incorporate the decisions of the Department of Public Works as referred to in Section 3.10 into such Planning Department decisions and recommendations. Such decisions and recommendations include the determination as to which issues are governed by the Montecito Town Center Land Use and Design Standards Appendix and what issues are not governed by the Montecito Town Center Land Use and Design Standards Appendix but by other Montecito Rules. All such decisions and recommendations are subject to appeal and review pursuant to the appeal procedures set forth in the Normal City Rules, except that such appeals may be taken directly to the City Council and no appeal to or review by the Planning Commission will be required.

3.10 Role of Public Works; Appeal. Notwithstanding anything to the contrary contained in this Agreement, the City's Department of Public Works shall review and approve, pursuant to the Montecito Rules, all issues with respect to the Project it normally reviews under the Normal City Rules, such as traffic, right-of-way development, flood control, offsite improvements, sewers and surveys. All such decisions and recommendations are subject to appeal and review pursuant to the appeal procedures set forth in the Normal City Rules, except that such appeals may be taken directly to the City Council and no appeal to or review by the Planning Commission will be required.

SECTION 4
PLANNING, DEVELOPMENT AND MAINTENANCE OF MONTECITO TOWN CENTER

4.1 Maximum Densities. The City agrees that Owner will be permitted to carry out and complete the entire Montecito Town Center in accordance with the Montecito Rules. Owner and the City mutually agree that Owner, and Owner's successors and assigns to whom Owner conveys portions of the Property or to whom Owner otherwise grants the right to develop on the Property, shall have the right to develop and construct on the Property all of those uses as defined in the Montecito Rules, subject to the following maximum densities:

(a) Not to exceed 4,000,000 square feet of office, medical, retail and/or hotel; and

(b) Not to exceed 1,600 residential dwelling units.

This Section 4.1 is not intended and shall not be construed as requiring Owner or its successors or assigns to develop any of the foregoing uses, or prohibit Owner from developing a lesser number of square feet or residential units pursuant to the Montecito Rules.

4.2 Permitted Uses, Density, Height and Size of Structures. Pursuant to NRS 278.0201, this Agreement must set forth the maximum height and size of structures to be constructed on the Property, the density of uses and the permitted uses of the land. The City agrees that the Montecito Town Center may be developed to the density and with the land uses set forth in Section 4.1 of this Agreement. Owner and City agree that the maximum permitted height of any building on the Property shall not exceed five hundred feet (500').

4.3 Plan Amendments. City acknowledges that Owner is anticipating that the entire Northwest Area will be developed in accordance with Centennial Hills Sector Plan with any future amendments thereto, provided however, that the Montecito Town Center shall be developed in accordance with the Montecito Rules as set forth herein. City agrees that (i) it will enforce the Centennial Hills Sector Plan, including the Town Center Land Use Plan, and (ii) it will not amend or modify the Centennial Hills Sector Plan, including the Town Center Land Use Plan, without prior written notice to Owner and consideration of Owner's input with respect thereto. In addition, City agrees that (i) it will enforce the Town Center Development Standards, provided, however, that the Montecito Town Center shall be developed in accordance with the Montecito Rules as set forth herein, and (ii) it will not amend or modify the Town Center Development Standards without prior written notice to Owner and consideration of Owner's input with respect thereto. Owner agrees that any notice required under this Section 4.3 to be given by the City shall be only that notice required to be given by applicable law.

4.4 INTENTIONALLY OMITTED.

4.5 Montecito Town Center Phase Development Plans.

4.5(a) City agrees that the Montecito Conceptual Site Development Plan is intended only to be illustrative of the type of permitted and possible development of Montecito Town Center. The Montecito Conceptual Site Development Plan is not binding on the Owner, the Project, or the City.

4.5(b) Prior to commencement of development of a Montecito Town Center Phase, Owner shall prepare and submit Montecito Town Center Phase Development Plans. Montecito Town Center Phase Development Plans will be reviewed in accordance with the procedures set forth in the Montecito Rules. The City may approve

each Montecito Town Center Phase Plan with any conditions imposed with respect thereto if such plans and conditions are consistent with the Montecito Rules.

4.5(c) Pursuant to the Montecito Rules, and upon approval of each Montecito Town Center Phase Development Plan with any conditions thereto which conditions are permitted by the Montecito Rules, Owner shall be entitled to develop the respective Montecito Town Center Phase in accordance with such Montecito Town Center Phase Development Plan. Owner shall be responsible to provide (or agree to provide with adequate assurance of performance in accordance with the Montecito Rules), at no cost to City, all Improvements in connection with each Montecito Town Center Phase in the manner prescribed in the Montecito Rules.

4.6 Modifications. Owner shall have the right to have nonmaterial modifications to the Montecito Town Center Land Use and Design Standards Appendix approved administratively by the Director of the Planning Department. A nonmaterial modification is a modification requested by the Owner to accomplish one or more of the following and which, in the determination of the Planning Department, meets or exceeds the requirements of the Town Center Development Standards:

(a) A change in the location of a use from the location specified in the Montecito Town Center Land Use and Design Standards Appendix but only if the change in location will not have a significant impact on other uses in the area;

(b) The addition of uses that are comparable in intensity to those permitted under the Montecito Town Center Land Use and Design Standards Appendix or a change in the mix of uses permitted under Section 3.1 (i.e., converting office to residential or residential to office) but only if the addition or changes will not have a significant impact on other uses in the area;

(c) A change in the specifications of the Montecito Town Center Land Use and Design Standards Appendix that is comparable to those required under the Montecito Town Center Land Use and Design Standards Appendix or conforms to the intent of the Montecito Town Center Land Use and Design Standards Appendix; and

(d) A change in roadway alignment, parcel size and/or configuration or development phase line if the change does not significantly conflict with the intent and spirit of the Montecito Town Center Land Use and Design Standards Appendix, all subject to the approval of the Public Works Department as set forth in Section 3.10 herein.

(e) Any other change or modification of a similar nature, which the Director of the Planning Department determines, will not have a material negative impact on the Montecito Town Center.

A nonmaterial modification shall be reviewed and acted on administratively by the Director of the Planning Department within thirty (30) days. If Owner is aggrieved by the Director' decision, Owner may appeal that decision pursuant to the appeal procedure in Section 3.9 herein. Material modifications include any modification which does not qualify as a nonmaterial modification, and shall be processed in accordance with the Montecito Rules.

4.7 Subdivision Maps. The Parties agree that any Subdivision Maps required or requested by Owner in connection with any Montecito Town Center Phase pursuant to a Montecito Center Site Development Plan shall be reviewed and considered for approval in accordance with the Montecito Rules.

4.8 Dedicated Staff. City will endeavor to designate at least one person in the various City departments to be knowledgeable for processing matters related to the Montecito Town Center. Such person will be familiar with Montecito Town Center, including without, limitation the Agreement and the Montecito Rules, and the issues relating to the Project. The following City Departments and Divisions will have such a person so designated:

(a) Department of Planning and Development;

(b) Building and Safety Department;

(c) Public Works Department;

(d) Right-of Way Section of the Department of Public Works;

(e) Traffic Division of the Department of Public Works;

(f) Flood Control Division of the Department of Public Works;

(g) Such other City Departments, divisions or agencies as may be necessary to process Montecito Town Center Phases; and

(h) Surveying Section of the Department of Public Works.

City agrees to use its reasonable efforts, in its sole discretion, to utilize such dedicated staff members for the processing of all matters related to the development of Montecito Town Center, including, without, limitation, street vacations, subdivision maps, improvements plans, studies, reports, dedication documents, building plans, landscape plans and all other submittals in connection with each Montecito Town Center Phase. Owner shall have no recourse against City for any failure to accomplish the expedited processing intended by this Section 4.8. City's express plans checks are available to Owner at Owner's sole expense pursuant to the Normal City Rules.

4.9 Maintenance of Public and Common Areas.

4.9(a) City hereby agrees that, except for any landscaped areas, all of the dedicated public roadways, curbs and street lights which are within or adjacent to the Montecito Town Center will be maintained by the City in good condition and repair at the City's sole, cost and expense pursuant to the Normal City Rules.

4.9(b) Owner agrees that prior to the release of any final maps for recording for a Montecito Town Center Phase, or the issuance of any building permits for a Montecito Town Center Phase, whichever occurs first, Owner will cause to be formed one or more property owners associations for such Montecito Town Center Phase which association(s) will be responsible to maintain in good condition and repair all of the landscaping and other facilities which the City requires to be maintained by such associations as a condition of approval, including all developed and undeveloped landscaped areas such as parks and park facilities, trail corridors, drainage easements, sight visibility zones, and any landscaping on public rights of way. Owner agrees that such property owner associations shall be created pursuant to declarations of covenants and restrictions recorded against the Montecito Town Center and that such associations shall have the power to assess the subject landowners to pay the cost of such maintenance and repair and to create and enforce liens in the event of nonpayment of such assessments. Owner further agrees that such declarations will contain a covenant running to the benefit of City, and enforceable by City, that such facilities will be maintained in good condition and repair. Such associations will be Nevada not-for-profit corporations with a board of directors elected by the subject landowners, provided, however, that so long as Owner owns any land covered by such declarations, Owner may control the board of directors of such association.

4.9(c) The declaration must be executed and recorded with the office of the Clark County Recorder of deeds, concurrently with the recording of any final map in a manner acceptable to the City and must include the following provisions: (1) give the governing board of the association the power to create a plan for the maintenance of the improvements and adopt the plan outlined in Section 4.10 below, (2) must indicate that the plan can be materially amended by such board only with the written consent of the City, (3) must provide that the declaration cannot be exercised or amended in any manner that would defeat or materially alter the plan, and (4) must provide that in the event the association fails to maintain 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 levy assessments on the property owners for costs incurred by the City in maintaining the improvements, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon and have the same priority as liens for real estate taxes. The City shall have the right to review the declaration for the sole purpose of determining its compliance with the provisions of this Section 4.9.

4.10 Maintenance Plan. The declaration will provide for a plan of maintenance of such improvements. Such plan must contain those provisions set forth in Exhibit "H"

attached hereto. City and Owner may modify such standards as they from time to time agree.

4.11 Release of Owner. Following the Owner's compliance with the foregoing requirements for the creation of the associations to maintain the improvements, and approval of the maintenance plan and bond with respect to each such association, City will look solely to such property owners associations in connection with the maintenance of the improvements in the particular development covered by the declaration and Owner shall have no further liability in connection with the maintenance and operation of such improvements.

4.12 Additional Property. Owner may acquire additional land adjacent to the Project to include into the Montecito Town Center, subject to City approval. If such additional land is within the Town Center, such land will be automatically included within the terms and conditions of this Development Agreement, subject to any additional conditions required by the City, provided, however, that a supplement to this Agreement will be entered into increasing the maximum square footage and residential units permitted under Section 4.1 above, and incorporating any additional conditions required by the City. If the additional land is not within the Town Center, City will consider supplemental development agreements in accordance with the provisions of this Agreement. Such supplemental development agreements will only be valid if approved and executed by both parties and processed in accordance with all applicable laws.

4.13 Cooperation in Financing.

4.13(a) City will execute and deliver within thirty (30) days of a written request to any lender of Owner in the Project, any purchaser of a major portion of the Project or other interested person such documents as may be reasonably requested to acknowledge (a) that City has no lien on the Property as a direct result of this Agreement, or that any lien is as stated by the City, (b) that City shall recognize and allow a lender which has foreclosed or acquired a portion of the Montecito Town Center from Owner to inure to the rights and benefits of this Agreement as to such property and (c) that Owner is not in default of this Agreement or if Owner is in default of this Agreement, the specific grounds of default. Nothing herein shall be deemed to relieve Owner of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

4.13(b) The Normal City Rules include the Developer Special Improvement District Guidelines. City agrees to consider and, if appropriate, process, facilitate, and expedite, with due diligence, any applications for developer initiated special improvement districts which may be identified as material to the development of Montecito Town Center. The Parties agree, however, (i) that nothing contained in this Section 4.13 or elsewhere in this Agreement constitutes in any way a pre-approval or authorization of any such developer initiated special improvement districts and (ii) any developer initiated special improvement district must be processed and approved pursuant to the Normal City Rules. Owner's share of traffic signal costs may be

included in such a special improvement district if (i) the costs of such traffic signal costs are allocable fully to the development of Montecito Town Center and (ii) under the Normal City Rules, the traffic signal improvements are warranted at the time the special improvement district is formed.

SECTION 5
REVIEW AND DEFAULT

5.1 Frequency of Reviews. As required by NRS 278.0205 and the Development Agreement Chapter, at least once every two years during the term of this Agreement, Owner shall provide, and City shall review in good faith a report submitted by Owner documenting the extent of Owner's and City's material compliance with the terms of this Agreement during the preceding two years. In the event Owner fails to submit such a report, Owner shall be in default of this provision and City shall prepare such a report and conduct the required review in such form and manner as City may determine in its sole discretion. City shall charge Owner for its reasonable expenses, fees and costs incurred in conducting such review and preparing such report. If at the time of review an issue not previously identified in writing is required to be addressed, the review at the request of either party shall be continued to afford reasonable time for response. Prior to submitting the report, Owner shall meet with the Planning Department to discuss the status of development on the Property. To the extent possible, Owner and the Planning Department shall jointly formulate a statement on the progress, identified needs and future direction of development on the Property.

5.2 Opportunity to be Heard. City and Owner shall each be permitted an opportunity to be heard orally and in writing before the City Council regarding performance of the parties under this Agreement.

5.3 General Provisions—Default. In the event of any noncompliance with any provision of this Agreement, the party alleging such noncompliance shall deliver to the other in writing not less than thirty (30) days notice of default. The time of notice shall be measured from the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner and period of time in which it may be satisfactorily corrected, during which period the party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. Such period shall not be less than the thirty (30) day period required for notice of default. If the default is corrected, then no default shall exist and the noticing party shall take no further action. If the default is not corrected, the party charging noncompliance may elect any one or more of the following courses:

5.3 (a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged default, the party alleging the default may give notice of intent to amend or terminate this Agreement as authorized by NRS 278.0205. Following any such notice of intent to amend or terminate, the matter shall

be scheduled and noticed as required by law for consideration and review by the City Council.

5.3 (b) Amendment or Termination by City. Following consideration of the evidence presented before the City Council and a finding that a default has occurred by Owner and remains uncorrected, City may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Owner, as determined under Normal City Rules, existing or received as of the date of the termination. Owner shall have sixty (60) days after receipt of written notice of termination to institute legal action pursuant to Section 5.6 hereof to determine whether a default existed and whether City was entitled to terminate this Agreement.

5.3 (c) Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

5.4 Default by City. In the event City substantially defaults under this Agreement, Owner shall have the right to terminate this Agreement as set forth in Section 5.3. Owner shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations hereunder under the procedures set forth in Section 5.3 and 5.6.

5.5 Unavoidable Delay, Extension of Time. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than City) to perform acts or deeds necessary for the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties. In addition, nonperformance of a party hereunder shall be excused as a result of the failure of the other party to perform under this Agreement which failure of the other party actually causes such nonperformance. If written notice of any such delay is given to City within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by City within thirty (30) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between City and Owner. Any such extensions of time shall have no effect upon the timing of and the conclusions reached in the reviews to be conducted pursuant to Section 5.1 above.

5.6 Legal Action. The City and the Owner agree that they would not have entered into this Agreement if either were to be liable for damages under or with respect to this

Agreement that would be greater than without this Agreement. Accordingly, the City and the Owner may pursue any course of action or equity available for breach, except that neither party shall be liable to the other or to any other person for any monetary damages for a breach of this Agreement that are greater than such damages or liability would have been without this Agreement pursuant to the Normal City Rules. Prior to the institution of any legal action, the party seeking legal action must give the thirty (30) day notice of default as set forth in Section 5.3. Following such notice, a public hearing must be held by the City Council where the allegations will be considered and a decision regarding their merits will be reached. Any judicial review of this decision or any legal action taken pursuant to this Agreement will be heard by the court under the standard of review appropriate to Court review of zoning actions and the decision of the City Council shall only be overturned or overruled if its decision is clearly arbitrary and capricious. Judicial review of the decision of the City Council shall be limited to the evidence presented to the City Council at the public hearing. Jurisdiction for judicial review or any judicial action under this Agreement shall rest exclusively with the Eighth Judicial District Court, State of Nevada or the Federal District Court in Nevada.

5.7 Applicable Laws; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

SECTION 6
PUBLIC FACILITIES

6.1 Public/Civic Facilities. City agrees that all areas designated in the Town Center Land Use Plan as parks, civic uses or other public uses shall be maintained as such and the use thereof may not be changed without the input of Owner. City agrees to work with the Bureau of Land Management ("BLM") to set aside from any land disposition by the BLM any sites owned by the United States which are designated in the Town Center Land Use Plan as sites for public and civic uses.

6.2 Design of Public Facilities. City agrees that it will require that all public and civic facilities constructed within the Town Center be designed, constructed, and maintained in compliance with the Town Center Development Standards. Any major deviation from such standards must be approved by the City which will require consideration of the input of Owner. City agrees that Owner shall be permitted to review the design of public and civic buildings and improvements and make comment, if necessary before approval, provided, however, that such comment shall not be binding on the City.

6.3 Funding Public Buildings. City agrees that Owner shall have no obligation, other than those identified in the Montecito Rules or as may be required by the Rules of Other Entities, to participate in, pay, contribute or otherwise provide for any land, facilities, equipment or physical improvements for public or civic buildings, inside or

outside of the Town Center, or otherwise provide or pay any further exaction, including, special assessment district assessments, other assessments or Development Fees, as a substitute therefore, including, without limitation, sites and related improvements and equipment for fire stations, police stations, schools and libraries.

6.4 Police and Fire Services. The City agrees that as provided in the Montecito Rules, it shall provide, at its sole cost and expense, fire service to the Montecito Town Center and that no development within the Montecito Town Center will be denied or conditioned as a result of lack of police and fire services. Police Services are controlled by the Las Vegas Metropolitan Police Department which is a separate entity not under the control of the City.

SECTION 7
WATER

7.1 Water Supply. The parties acknowledge that the City currently has no role in the allocation of water to customers of the Las Vegas Valley Water District. If, however, the City assumes any role in water allocation during the term of this Agreement, City agrees it will endeavor to allocate or cause to be allocated to the Montecito Town Center water in order that the development of the Montecito Town Center will continue uninterrupted. City and Owner will cooperate with the Las Vegas Valley Water District in granting over their respective properties reasonable easements or rights-of-way either on or off project necessary for the installation of water facilities to serve the development. Owner agrees to execute all Affidavits of Waiver and Consent forms required by the City in order for water laterals and mains to be a part of any proposed special improvement districts.

SECTION 8
SANITATION

8.1 Sewer Capacity. Owner and City agree that (i) the Project sewer shall be provided by the twelve inch (12") inch sewer line depicted in Exhibit G, and (ii) from the point of connection depicted in Exhibit G, such twelve inch (12') sewer line has the capacity to serve a large portion of the Project's sewer contributions. At such time as development of the Project reaches a density such that such twelve inch (12') sewer line no longer has the capacity to serve the Project's contributions to be generated by future development, Owner and City agree that Owner shall upgrade such twelve inch (12') sewer line between said point of connection and where such twelve inch (12') sewer line ties into the existing thirty inch (30") sewer line located on the south side of the I-215 Beltway. Such upgrade will be at the Owner's cost and expense and shall be in a design approved by City, for which approval shall not be unreasonably withheld. All off-site sewer lines within the boundaries of the Montecito Towncenter, as defined by

this agreement, will be designed and constructed to accommodate the ultimate densities as set forth in Section 4.1. City agrees that no other off site sewer line will be required for the full development of the Property. Owner shall grant easements for sewer purposes to perpetuate the continuation of sewer lines identified on Exhibit "N" attached hereto. The City agrees that if any sewers required onsite to the Montecito Town Center are required to be over sized in order to serve areas outside of the Montecito Town Center, the City will offer reimbursement for the over sizing through its standard sewer refunding process. Except for sewer connection fees pursuant to the Normal City Rules and except as set forth above and in Sections 10.3 (Town Center Loop Road), and 10.7 (Deer Springs Roadway Alignment) below, and except as otherwise stated herein, Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special improvement district assessments, other assessments or Development Fees, to provide for facilities or improvements or for any facilities, equipment or physical improvements relating to sanitary sewer service offsite of the Montecito Town Center.

SECTION 9
PARKS AND OPEN SPACES

9.1 Parks in Montecito Town Center. City agrees that Owner shall not be required to provide any land for parks, public recreational uses, or other public uses other than open space, easements and dedicated rights of way in Montecito Town Center. City agrees that the Montecito Rules shall govern and control as to any required open space for Montecito Town Center. In addition, Montecito Town Center and the City will forge relationships so that the open space, civic, and recreational areas the City has planned for the northwest quadrant of Town Center will be integrated into Montecito Town Center's design in order to offer the widest range possible of public amenities to customers and residents of the area.

9.2 Residential Construction Tax. Owner agrees that it shall pay the tax in connection with any residential development in Montecito Town Center for the purpose of funding the development of parks (the "Residential Construction Tax") pursuant to the Montecito Rules (specifically, Chapter 4.24 of the Code). The Residential Construction Tax shall be paid at the time building permits are issued for residential development within Montecito Town Center in the amounts set forth in the schedule attached hereto as Exhibit "K". Except for the Residential Construction Tax referenced in this Section 9.2, Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special assessment district assessments, other assessments or Development Fees, or to provide land, facilities or improvements for parks located inside or outside of the Montecito Town Center or for any park facilities, equipment or physical improvements outside the Montecito Town Center that are a substitute therefor. This provision shall have no effect upon the open space requirements for the Project pursuant to the Montecito Rules.

SECTION 10
TRANSPORTATION

10.1 Master Transportation Plan. City agrees that completion of the Regional Traffic Improvements in a timely manner will be beneficial to the orderly and economical development of Montecito Town Center. The parties acknowledge however that the City is not in control of the development of all such improvements and that even though the City will endeavor to accomplish the completion of such improvements in a manner that will coincide with the orderly development of the Project, the City will bear no liability for any failure to do so.

10.2 Mitigation of Off-Site Traffic Impacts.

10.2(a) Owner's obligation to construct or provide traffic improvements shall be limited to those traffic improvements required by the Montecito Rules (including as set forth in any approved Montecito Town Center Phase Development Plans, including, without limitation, any approved Montecito Town Center Phase Traffic Study) and as set forth in Subsection 10.2(b) and Sections 10.3, 10.4, 10.7 and 10.8 below. Owner shall have no other obligation to participate in, pay, contribute or otherwise provide any further exaction, including special assessment district assessments, other assessments or Development Fees, to provide land, facilities or improvements for road and motor vehicular traffic system or for any facilities, equipment or physical improvements that are a substitute therefor.

10.2(b) Owner agrees that it shall pay the traffic signal impact fees set forth on Exhibit "O", attached hereto, in connection with any development in Montecito Town Center for the purpose of funding traffic signals offsite to the Montecito Town Center (the "Traffic Signal Fee"). The Traffic Signal Fee shall be paid at the time building permits are issued for development within Montecito Town Center in the amounts set forth in Exhibit "O". City agrees as follows in connection with the Traffic Signal Fee:

1. Any Traffic Signal Fees collected by City from Owner in connection with a development within Montecito Town Center will be used to install those traffic signals identified on Exhibit "P" attached hereto. Notwithstanding anything to the contrary in this Agreement, the City will have the right to amend from time to time Exhibit "P" pursuant to the Normal City Rules.

2. The City shall be entitled it use Traffic Signal Fees collected from Owner for traffic signals other than those set forth in Exhibit "P" if the City reasonably concludes that the impacts from development of the Montecito Town Center, in whole or in part, require the installation of a traffic signal other that those set forth in Exhibit "P" attached hereto. Traffic Signal Fees collected by the City from the Owner can be used for no other purposes whatsoever without the approval of Owner.

3. Owner shall be entitled to a credit against any Traffic Signal Fees for the cost of any offsite traffic signals installed at Owner's expense, whether those traffic signals installed by Owner are identified on Exhibit "P" or necessitated by development in the Montecito Town Center. The expense to the Owner may result from Owner's direct installation of such traffic signals or the installation of such traffic signals as part of an assessment to Owner by the City. Owner shall be entitled to such credit against any Traffic Signal Fees required to be paid after such installation or assessment as such Traffic Signal Fees thereafter come due. The amount of the credit shall equal the full cost of the traffic signal installed by Owner or, in the case of assessment to Owner, the amount of the traffic signal assessed to Owner.

4. Owner also shall be entitled to a credit against any fees due in the event the RTC contributes additional funds or otherwise makes funds available for traffic signals in excess of those amounts currently anticipated.

5. In the event the City adopts a traffic signal fee program in connection with development and construction within the City and the fees mandated by such program are less than the Traffic Signal Fees set forth in Exhibit "O", the City agrees that Owner shall be obligated only to pay the fees set forth in such program thereafter from the date of adoption of such program.

10.3 Town Center Loop Road.

10.3(a) Town Center Loop Road is that frontage loop road system alignment as shown on Exhibit "E" attached hereto, and, if necessary, will be included in an amendment to the Master Plan of Streets and Highways. In general, the system has been approved by the City and, within Montecito Town Center, will conform to the Montecito Rules. The Town Center Loop Road may have the additional design features as set forth in the Montecito Town Center Land Use and Design Standards Appendix, to the extent such design standards meet or exceed the Town Center Design Standards and the Montecito Rules as determined by the Department of Public Works, subject to the appeal procedure set forth in Section 3.10 herein.

10.3(b) City will endeavor to complete design of the Town Center Loop Road by no later than January 1, 2003. The Town Center Loop Road will be constructed in the same manner as approved in the Town Center Design Standards and in accordance with the other three (3) quadrants of the interchange to meet the requirements of the Federal Highway Administration.

10.3(c) The Town Center Loop Road ultimately will include, without limitation, curb, gutter, sidewalk, street lights, water, a sanitary sewer line, storm drain, dry utility crossings, irrigation sleeves, pavement, striping, traffic signals, including conduits and foundations and signage. The cost of the Town Center Loop Road will be allocated as follows:

1. Owner shall pay for all full, half, extended or widened street improvements for any portion of Town Center Loop Road adjacent to any portion of the Property, together with any portion of the Town Center Loop Road required to be completed as a result of Owner's proposed development of the property to mitigate impacts of the Project as identified in the relevant approved Montecito Town Center Phase Traffic Study, and to satisfy necessary linkage with other streets in the event a special improvement district is not formed to fund the development thereof. Owner's obligation to pay for the Town Center Loop Road shall be in accordance with the Montecito Rules and shall be required as is necessary in connection with Owner's phased development of the Project as determined by the Department of Public Works subject to the appeal procedure set forth in Section 3.10 herein.

2. The Parties current intent, however, is that the cost of the Town Center Loop Road will be funded by an assessment pursuant to a special improvement district, with the Owner paying for the full half street improvements for any portion of the Town Center Loop Road adjacent to any portion of the Property, all pursuant to the Normal City Rules. City agrees that the allocation of the assessment will be on a fair and equitable basis consistent with this subsection 10.3(c) and that City will review any comments of Owner in the determination of such allocation. Owner agrees to consent to, and not protest or contest, a special improvement district created by City to pay the cost of the Town Center Loop Road which special improvement district is in compliance with this Section 10.3.

10.3(d) City shall endeavor to complete construction of the Town Center Loop Road on a timely basis if construction is funded through a special improvement district.

10.4 El Capitan Way Improvements.

10.4(a) The El Capitan Way Improvements are those roadway improvements pursuant to the alignment shown on Exhibit "F" attached hereto including Elkhorn Road from the Elkhorn/US 95 Overpass touchdown point west to the intersection with El Capitan Way. The El Capitan Way Improvements shall be constructed in accordance with the Town Center Development Standards.

10.4(b) The City intends to take all steps necessary to complete the formation of the El Capitan Way Improvements SID and construction of the El Capitan Way Improvements on a timely basis. This provision does not bind the City to guarantee that the El Capitan Way Improvements SID will be accomplished pursuant to such intent. The El Capitan Way Improvements ultimately will include curb, gutter, sidewalk, a sanitary sewer line, street lights, water, and storm drain, dry utility crossing sleeves, irrigation sleeves, pavement, striping, traffic signals, including conduits and foundations, signage, landscape, medians and any other roadway or utility

appurtenances deemed necessary to serve the ultimate build-out of the Montecito Town Center, all of which shall be in compliance with the Montecito Rules.

10.4(c) The cost of the El Capitan Way Improvements may be paid as follows:

1. The cost of the travel lanes (pavement), right-of-way acquisition, storm drains, traffic signals, including conduits and foundations, street intersection improvements and any other El Capitan Way Improvements shall be paid by the City from RTC funds which have been allocated for the construction of the El Capitan Way Improvements, in accordance with RTC policy. Although the City agrees to support the full use of RTC funds for the travel lanes and right-of-way acquisition, Owner acknowledges that the RTC makes available funds in accordance with the policies of the RTC which are not controlled by the City. In the event Owner takes some action that causes some of the RTC funds not to be so available, Owner shall be included in the El Capitan Way Improvements SID described in subsection 10.4(c)2 below, all pursuant to the Normal City Rules.

2. Owner and City intend that the cost of the El Capitan Way Improvements other than those paid by RTC funds will be funded by an assessment pursuant to the El Capitan Way Improvements SID. City agrees that the allocation of the assessment will be on a fair and equitable basis consistent with this subsection 10.4(c). City will review any comments and input of Owner in the determination of such allocation. City agrees that to the extent a portion of the El Capitan Way Improvements are located in the County, City will endeavor to coordinate the formation of the El Capitan Way Improvements SID with the formation of a County-sponsored special improvement district for construction of that portion of the El Capitan Way Improvements located in the County. Owner agrees to consent to, and not protest or contest, a special improvement district created by City to pay the cost of the El Capitan Way Improvements which special improvement district is in compliance with this Section 10.4.

3. The City acknowledges that the trunk sewer lines planned to be installed in the El Capitan Way Improvements are not necessary to service the Montecito Town Center. The City agrees that the cost of such sewer lines planned to be installed in the El Capitan Way Improvements will not be allocated or charged against the Montecito Town Center and in any event, such costs shall not be included in the El Capitan Way Improvements SID. Owner acknowledges that it does not intend to use such sewer line to be installed in El Capitan Way. City further agrees that if that section of the El Capitan Way Improvements which is south of the Beltway as shown on Exhibit "F" cannot for any reason whatsoever be constructed along with that portion of the El Capitan Way Improvements which is north of the Beltway as shown on Exhibit "F", then City shall proceed to complete as a separate project and special improvement district assessment that portion of the El Capitan Way Improvements which is north of the Beltway as

shown on Exhibit "F" in order that such portion north of the Beltway as shown on Exhibit F will be completed on a timely basis.

10.5 Elkhorn Road / U.S. 95 Overpass

10.5(a) Elkhorn Road / U.S. 95 Overpass means an overpass over US 95 at Elkhorn Road with the general alignment as shown on Exhibit "I". The Owner shall not be required to pay for such Overpass and no approval required for any development within the Project will be denied or conditioned in connection with the completion of the Elkhorn Road / U.S. 95 Overpass.

10.6 Tropical Parkway / U.S. 95 Overpass. Tropical Parkway / U.S. 95 Overpass means an overpass over US 95 at Tropical Parkway with the general alignment as shown on Exhibit "J". Owner shall not be required to participate in the funding of the Tropical Parkway / U.S. 95 Overpass, and no approval required for any development within the Project will be denied or conditioned in connection with the completion of the Tropical Parkway / U.S. 95 Overpass.

10.7 Deer Springs Roadway Alignment. City and Owner agree that the alignment for the Deer Springs roadway shall be as set forth on Exhibit "M" to this Agreement.

10.7(a) The Deer Springs Roadway Improvements are those roadway improvements pursuant to the alignment shown on Exhibit "M" attached hereto and will originally be two lanes in each direction without on-street parking. The Deer Springs Roadway Improvements will include curb, gutter, sidewalk, street lights, sanitary sewer line, water, and storm drain, dry utility crossing sleeves, irrigation sleeves, pavement, striping, signage, landscaping, medians, traffic signals, including conduits and foundations, and any other roadway or utility appurtenances deemed necessary to serve the ultimate build-out of the Montecito Town Center, all of which shall be in compliance with the Montecito Rules.

10.7(b) Owner and City intend that the cost of the Deer Springs Roadway Improvements will be allocated as follows:

1. Owner shall pay for full, half, extended or widened street improvements for any portion of Deer Springs Roadway adjacent to any portion of the Property together with any portion of such roadway required to be completed as a result of Owner's proposed development of the property to mitigate any impacts of the Project as identified in the relevant approved Montecito Town Center Phase Traffic Study and to satisfy necessary linkage with other streets in the event a special improvement district is not formed to fund the development thereof. Owner's obligation to pay for Deer Springs Roadway shall be in accordance with the Montecito Rules and shall be required as is necessary in connection with Owner's phased

development of the Project as determined by the Department of Public Works subject to the appeal procedure set forth in Section 3.10 herein.

2. The Parties' current intent, however, is that the cost of Deer Springs Roadway will be funded by an assessment pursuant to a special improvement district, with the Owner paying for the full half street improvements for any portion of Deer Springs Roadway adjacent to any portion of the Property, all pursuant to Normal City Rules. City agrees that the allocation of the assessment will be on a fair and equitable basis and that City will review any comments of Owner in the determination of such allocation. At the time the special improvement district is formed, the City will acquire the land for the right of way required at fair market value if such right of way has not been dedicated previously.

10.8 Land Dedication. Notwithstanding anything to the contrary in this Agreement, Owner and City agree that the Owner will only dedicate rights-of-way required by the City in accordance with the Montecito Rules as a condition of approval of any Montecito Town Center Phase Development Plans submitted by Owner. Such dedications of rights-of-way shall not be required if at the time of issuance of building permits or approval of a Final Map related to any such Montecito Town Center Phase Development Plans other binding agreements to convey to the City such rights-of-way have been made by Owner and the City concerning such rights-of-way.

SECTION 11
FLOOD CONTROL

11.1 Flood Control Facilities and Technical Drainage Studies. Owner agrees that concurrently with the submission of the first Montecito Town Center Phase Development Plans for the first Montecito Town Center Phase, Owner shall submit a master drainage plan addressing the overall Montecito Town Center drainage system. The drainage system shall be designed to mitigate existing flows, or ultimate buildout flows whichever are greater. Interim facilities that may be required to mitigate interim conditions shall be identified, designed and installed at the time the particular phase of development warrants them. Owner shall be required only to construct those on-site flood control facilities identified in the technical drainage studies submitted in connection with any Montecito Town Center Phase Development Plans which are necessary for the flood protection of the Montecito Town Center or for mitigation of downstream flood impacts caused by the development of the Montecito Town Center, if any. Facilities necessary for interim conditions, either on or off-Project, will be identified with technical study updates for each Phase of the Project. Owner shall be responsible for paying for the costs of constructing any on-site facilities necessary, whether interim or ultimate, and shall dedicate all rights of way and easements to accommodate such facilities. Owner shall have no obligation to participate in, pay, contribute or otherwise provide any further exaction, including special improvement district assessments, other assessments or Development Fees, to provide for, facilities or improvements for flood

control improvements outside of the Montecito Town Center or for any facilities, equipment or physical improvements outside the Montecito Town Center that are a substitute therefor.

SECTION 12
GENERAL PROVISIONS

12.1 Duration of Agreement. The term of this Agreement shall commence upon the Effective Date and shall expire on the fifteenth (15th) anniversary of the Effective Date unless terminated earlier pursuant to the terms hereof. City agrees that Owner shall have the right to extend the term of this Agreement for an additional fifteen (15) years upon the following conditions:

(a) Owner provides written notice of such extension to the City prior to the expiration of the original fifteen (15) year term of this Agreement; and

(b) Owner is not in default of this Agreement.

Upon such extension of this Agreement, Owner and City shall enter into an amendment to this Agreement memorializing the extension of the term.

12.2 Assignment.

12.2(a) To an Affiliate of Owner. The rights of Owner under this Agreement may be freely transferred or assigned to any entity, partnership or corporation which Owner controls or in which Owner has a controlling interest or which controls Owner; provided, such entity shall assume in writing all obligations of Owner hereunder, and provide substitute security in form and amount acceptable to the City for any security previously provided by Owner in compliance with the Code, if any.

12.2(b) To a Third Party. If Owner sells or transfers more than fifty percent (50%) of the Montecito Town Center to a party not affiliated with Owner (as defined in Subsection 12.2(a)), Owner shall be relieved of its obligations under this Agreement, provided that such transferee assumes all duties and obligations of Owner then unsatisfied and provides substitute security, in form and amount acceptable to City, for any of Owner's previous obligations for which Owner provided performance security, if any.

12.2(c) Transfer Not to Relieve Owner of its Obligation. Except as expressly provided herein, no assignment or transfer of any portion of the Montecito Town Center shall relieve Owner of its obligations hereunder as to the portion of the Montecito Town Center so assigned or transferred, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such transferee shall be deemed to be the Owner hereunder unless such transferee expressly assumes such obligations and duties of Owner. This subsection

shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

12.2(d) In Connection with Financing Transactions. Owner has full discretion and authority to transfer, assign or encumber the Montecito Town Center or portions thereof, in connection with financing transactions, without limitation on the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement,

12.3 Amendment or Cancellation of Agreement. Except as otherwise permitted by NRS 278.0205 and this Agreement, this Agreement may be amended from time to time or canceled but only upon the mutual written consent of the parties hereto.

12.4 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, Owner shall hold City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Owner or those of its contractors, subcontractors, agents, employees, or other persons acting on Owner's behalf which relate to the development of the Montecito Town Center. Owner agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Owner's activities in connection with the development of the Montecito Town Center. Owner agrees to indemnify, hold harmless, and provide and pay all costs and attorneys fees for a defense for City in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agents, employees, or representatives.

12.5 Binding Effect of Agreement. Subject to Section 12.2 hereof, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the parties' respective successors in interest and the property which is the subject of this Agreement.

12.6 Relationship of Parties. It is understood that the contractual relationship between City and Owner is such that Owner is not an agent of City for any purpose and City is not an agent of Owner for any capacity.

12.7 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To City: CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, Nevada 89101

Attention: Planning Director

To Owner: MONTECITO TOWN CENTER, LLC
6600 West Charleston
Suite 124
Las Vegas Nevada 89146
Attention: Managing Member

Either party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

12.8 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

12.9 Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of City or Owner, as the case may be.

12.10 Recording; Amendments. Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and Owner in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon the completion of the performance of this Agreement, or its earlier revocation or termination, a statement evidencing said completion, revocation or termination shall be signed by the appropriate officers of the City and Owner and shall be recorded in the Official Records of Clark County, Nevada.

12.11 Headings; Exhibits; Cross References. The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written.

CITY:

CITY COUNCIL, CITY OF LAS VEGAS

By: _____
~~OSCAR B. GOODMAN,~~
~~MAYOR~~

Gary Reese, Mayor Pro-Tem

APPROVED AS TO FORM:

Thomas R. Green 4/24/02
Deputy City Attorney

ATTEST:

CITY CLERK

By _____
BARBARA J. RONEMUS, City Clerk

OWNER:

MONTECITO TOWN CENTER, LLC, a Nevada limited liability company

By: _____

Name: Robert A. Schulman

Title: Manager

SUBSCRIBED AND SWORN TO before me on this 10 day of April, 2001

Marsha Bloss
Notary Public in and for said County and State

MARSHA BLOSS
Notary Public State of Nevada
No. 01-68651-1
My appt. exp. May 15, 2005

START OF EXHIBITS

EXHIBIT 'A' - PAGE 1
LEGAL DESCRIPTION AND MAP OF AFFECTED PROPERTIES

THE FOLLOWING PARCELS ARE SITUATE WITHIN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA:

THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4).

AND

THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4).

AND

THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) - (CONTAINING LOTS 1 THROUGH 4 OF THAT CERTAIN PARCEL MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE AS FILE 45, PAGE 16 OF PARCEL MAPS).

AND

THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) - (CONTAINING LOTS 1 THROUGH 4 OF THAT CERTAIN PARCEL MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE AS FILE 45, PAGE 15 OF PARCEL MAPS).

AND

THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4).

AND

THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4).

AND

THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4).

AND

THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) - (CONTAINING LOTS 1 AND 2 OF THAT CERTAIN CERTIFICATE OF LAND DIVISION ON FILE AS LD 204-79 AND LOTS 1 AND 2 OF THAT CERTAIN CERTIFICATE OF LAND DIVISION ON FILE AS LD 38-80 IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA).

AND

THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) - (CONTAINING LOTS 1 AND 2 OF THAT CERTAIN CERTIFICATE OF LAND DIVISION ON FILE AS LD 115-80 AND LOTS 1 AND 2 OF THAT CERTAIN CERTIFICATE OF LAND DIVISION ON FILE AS LD 47-80 IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA).

AND

THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4).

AND

THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) - (CONTAINING LOT 2 OF THAT CERTAIN CERTIFICATE OF LAND DIVISION ON FILE AS LD 77-84 IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA).

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS ANY PORTIONS THEREOF DEDICATED AS PUBLIC ROADS.

MONTECITO TOWN CENTER

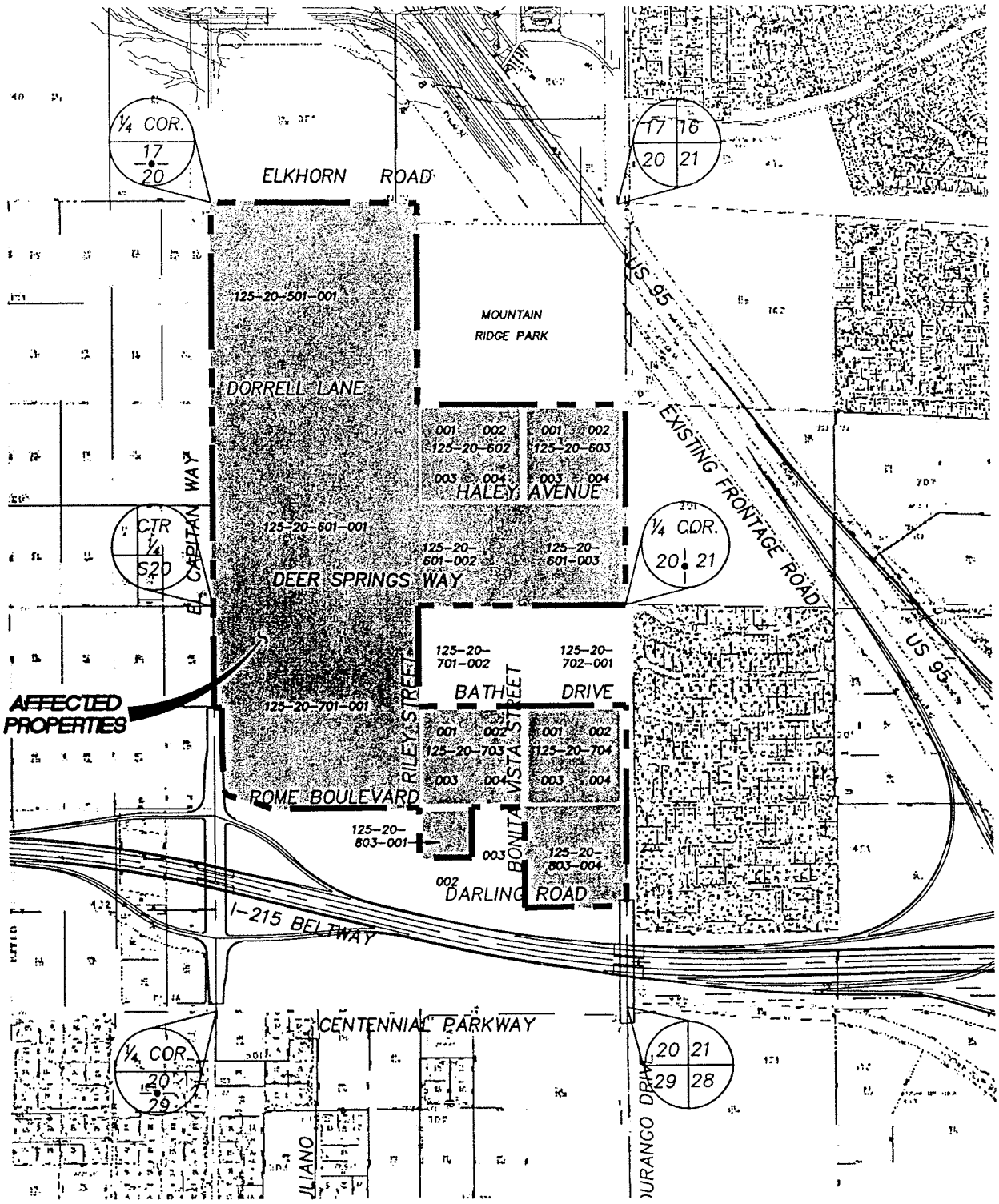
LEGAL DESCRIPTION OF AFFECTED PROPERTIES

PRIMAS AND ASSOCIATES
CONSULTING ENGINEERS

NOV. 6, 2001

EXHIBIT "A" - PAGE 2

LEGAL DESCRIPTION AND MAP OF AFFECTED PROPERTIES



PRIMAS AND ASSOCIATES
CONSULTING ENGINEERS

SCALE: 1" = 1000'
NORTH

MONTECITO TOWN CENTER

MAP OF AFFECTED PROPERTIES

NOV. 6, 2001

EXHIBIT "B"

INTENTIONALLY OMITTED

EXHIBIT B

MONTECITO TOWNCENTER ESTIMATED ABSORBTION SCHEDULE

RETAIL, OFFICE/MEDICAL, AND HOTEL NUMBERS ARE IN SQUARE FOOTAGE
RESIDENTIAL NUMBERS ARE BY DWELLING UNITS

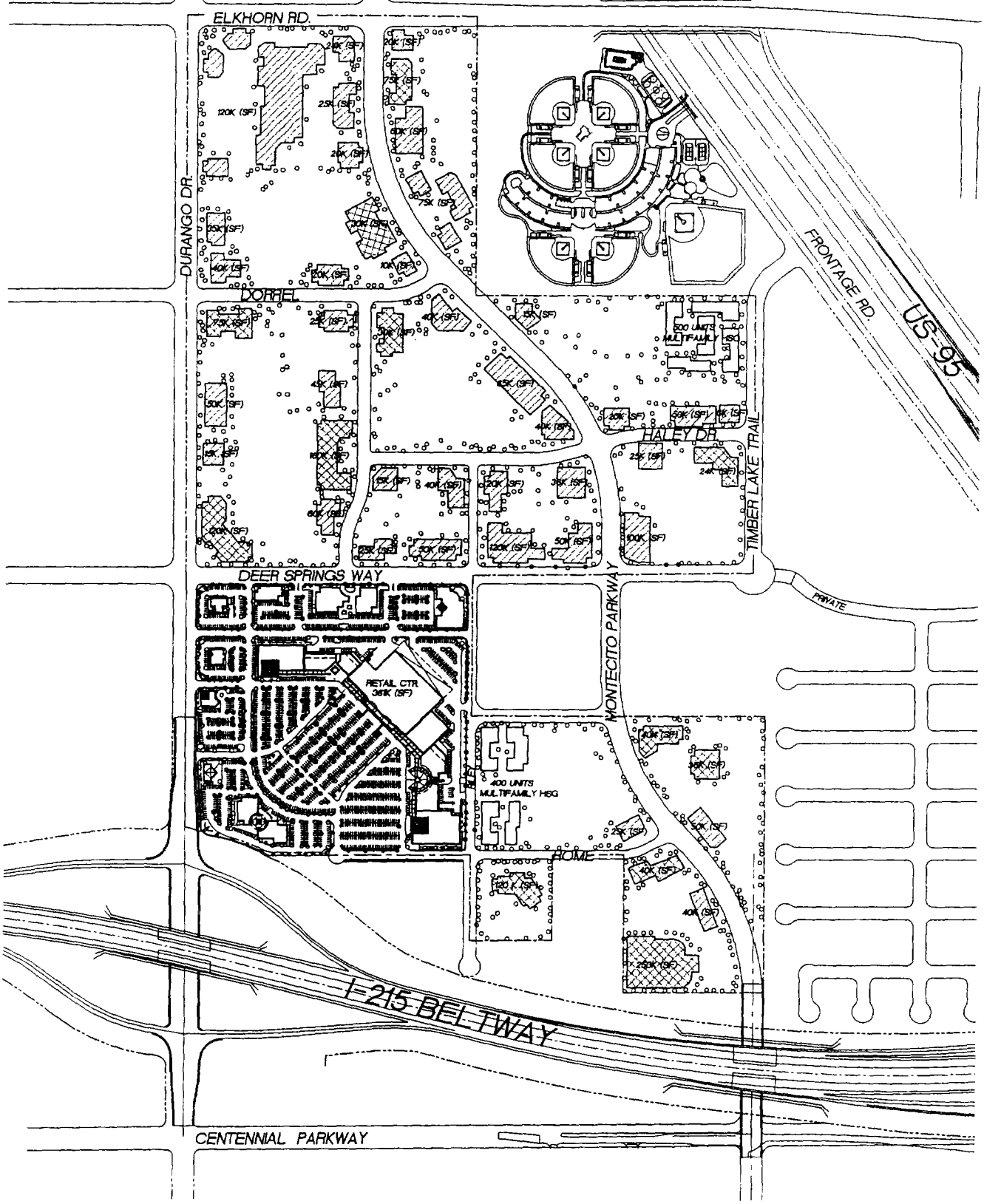
DESCRIPTION	YEARS 1 TO 5	YEARS 6 TO 10	YEARS 11 TO 15	YEARS 16 TO 30	YEARS 30 TO 50	TOTAL
RETAIL	500,000	500,000	500,000	500,000	500,000	2,500,000
OFFICE/MEDICAL	100,000	350,000	650,000	2,500,000	3,400,000	7,000,000
HOTEL	50,000	100,000	50,000	100,000	200,000	500,000
TOTAL	650,000	950,000	1,200,000	3,100,000	4,100,000	10,000,000
CUMULATIVE	650,000	1,600,000	2,800,000	5,900,000	10,000,000	
RESIDENTIAL UNITS	500	500	500	500	500	2,500

11/5/01 10:07

EXHIBIT "C" – PAGE 1

MONTECITO TOWN CENTER CONCEPTUAL SITE PLAN

RETAIL 1.50M SF
OFFICE/ MEDICAL 1.00M SF
TOTAL SF: 2.50M SF
RESIDENTIAL 900 UNITS



15 yr. montecito illustrative master plan

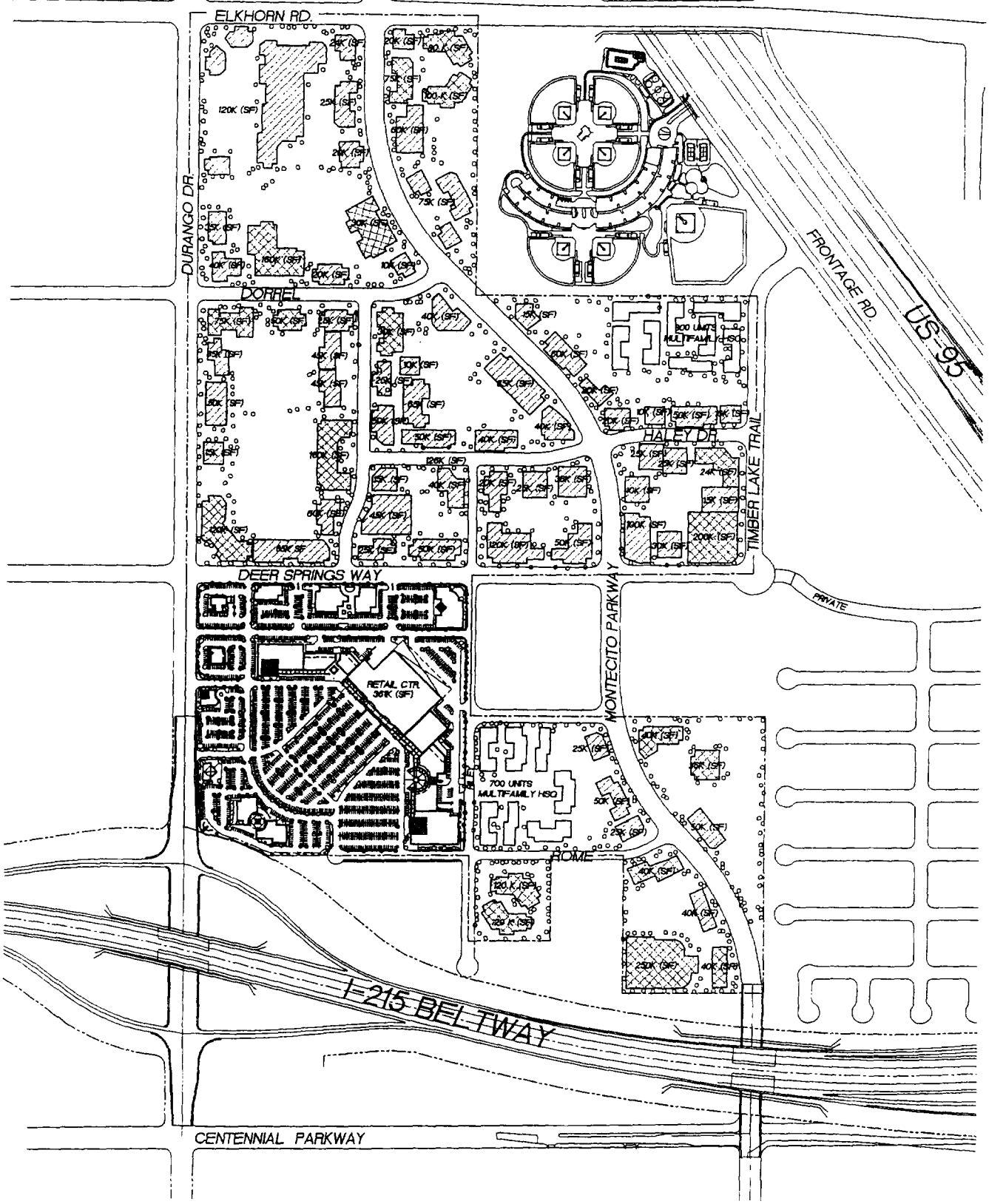
0 100 200 300 400
Scale: 1" = 200'-0"
north

MONTECITO

EXHIBIT "C" – PAGE 2

MONTECITO TOWN CENTER CONCEPTUAL SITE PLAN

RETAIL 2.25M SF
OFFICE/ MEDICAL 1.75M SF
TOTAL SF: 4.00M SF
RESIDENTIAL 1,250 UNITS



30 yr. montecito illustrative master plan

scale: 1" = 200'-0"

north

MONTECITO TOWN CENTER

MONTECITO TOWN CENTER

LAND USE AND DESIGN STANDARDS APPENDIX

CITY OF LAS VEGAS

November 6, 2001
Amended February 19, 2002
Revised: August 26, 2003 MOD-2315
Revised: April 8, 2004 MOD-3763
Revised: May 21, 2004 MOD-3735

Prepared by
Quadrant Planning

ACKNOWLEDGEMENTS

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Gary Reese, Mayor Pro-Tem
Larry Brown
Michael Mack
Lynette Boggs McDonald
Michael J. McDonald
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MONTECITO TOWN CENTER
LAND USE AND DESIGN STANDARDS APPENDIX

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MONTECITO TOWN CENTER
LAND USE AND DESIGN STANDARDS APPENDIX

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1. INTRODUCTION

1.1 Concept for Montecito Town Center Land Use and Design Standards

The Montecito Town Center will be a focal point for the Centennial Hills community as well as the Las Vegas Valley community at large. Development within the Montecito Town Center will ultimately provide a dramatic urban environment. The Montecito Town Center is intended to be a multi-use activity center. It is the most appropriate area within Centennial Hills for larger scale mixed-use and multi-use developments. A balanced mix of office, retail, and entertainment uses is envisioned.

There are several reasons for creating Montecito Town Center. The intended purpose is to:

- Assist in the preservation of established neighborhoods within Centennial Hills by reducing the encroachment of commercial, office and higher intensity developments;
- Create an identifiable, focal element for the Centennial Hills community and for the Las Vegas Valley;
- Utilize horizontal and vertical infrastructure systems efficiently by concentrating development and thereby concentrating infrastructure needed to service developments;
- Assist in establishing a functional employment base for existing and future residents of Centennial Hills;
- Coordinate planned land uses with existing opportunities that make this centrally located area suitable for intense development.

There is no rigid design theme for the Montecito Town Center. However, development in the area will incorporate and continue a pedestrian circulation theme. There will be compatibility of building scale, color, materials, and design motifs, allowing the various development projects to blend together in a harmonious manner.

Essential to creating this sense of place is a commitment to the characteristics of development and design standards outlined in this document.

1.2 Purpose

The purpose of the Montecito Town Center Land Use and Design Standards Appendix (Montecito Town Center Appendix) is to guide the physical development of land within the boundaries of the Montecito Town Center area by:

(a) Prescribing the land use;
(b) Site development standards; and
(c) Landscape and architectural design.

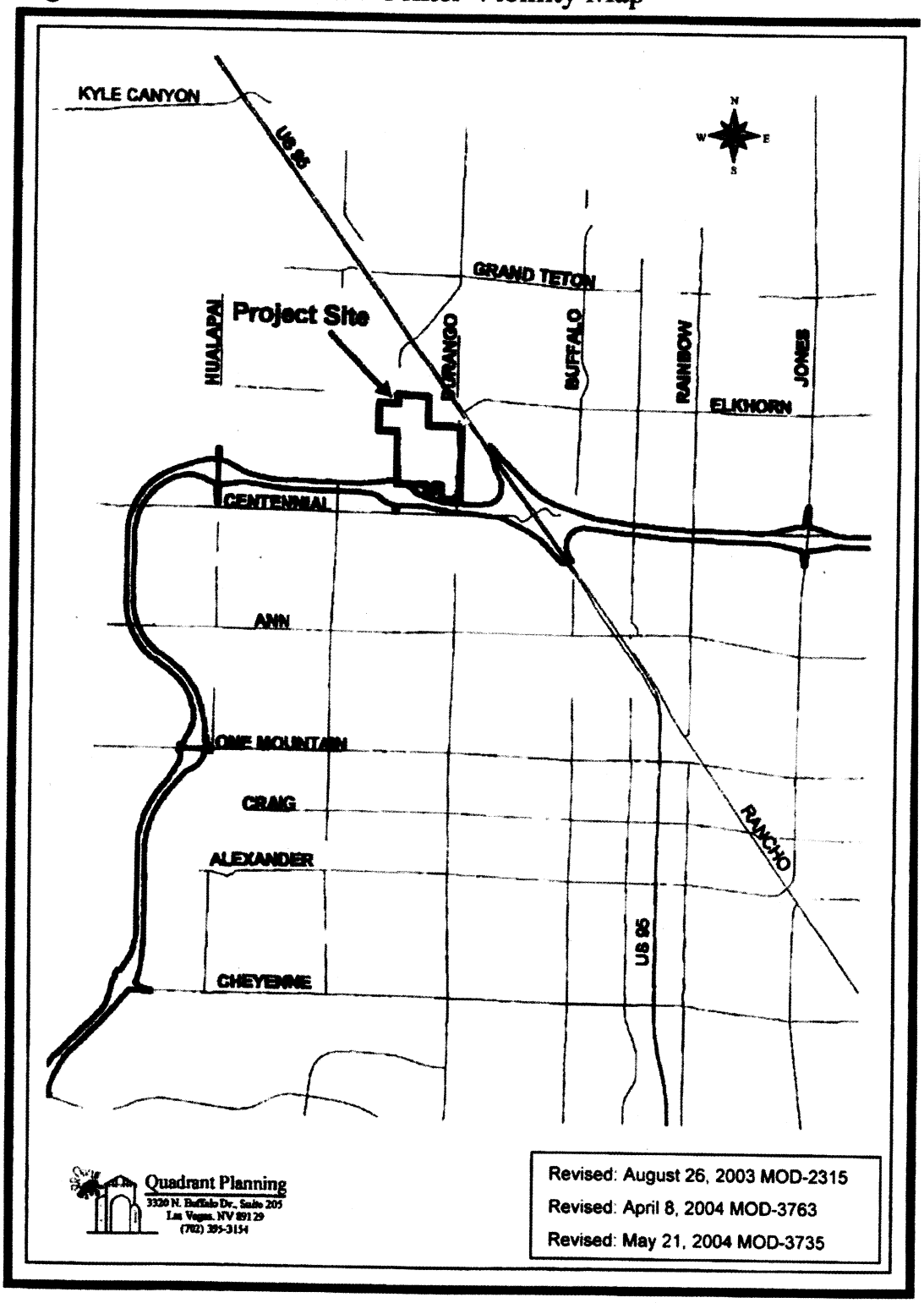
1.2.1 The Montecito Town Center Appendix will direct the actions of all entities, participating builders, developers and individual business. The enforcement of the Montecito Town Center Appendix will ensure quality, visual continuity, and consistency in design, as well as protection of property values.

1.3 Project Location

The Montecito Town Center encompasses a total of approximately 217.5* acres, generally located with Elkhorn Road on the north, I-215 on the south, El Capitan Way on the west, and Durango Drive on the east, within the northwest quadrant of Centennial Hills Town Center. See Figure 1 - Montecito Town Center Vicinity Map.

*MOD-2315, MOD-3735, MOD-3763

Figure 1: Montecito Town Center Vicinity Map



2. LAND USE

2.1 Purpose

The purpose of this section is to identify the general land use category used in the Montecito Town Center, and the permissible uses allowed within this category.

In general, the permissible uses are those allowed under the current City of Las Vegas Codes. Use permits and conditional use restrictions apply to some permissible uses. At the discretion of the Planning Director, and if in compliance with applicable covenants, conditions and restrictions, other uses not specifically indicated herein may be approved.

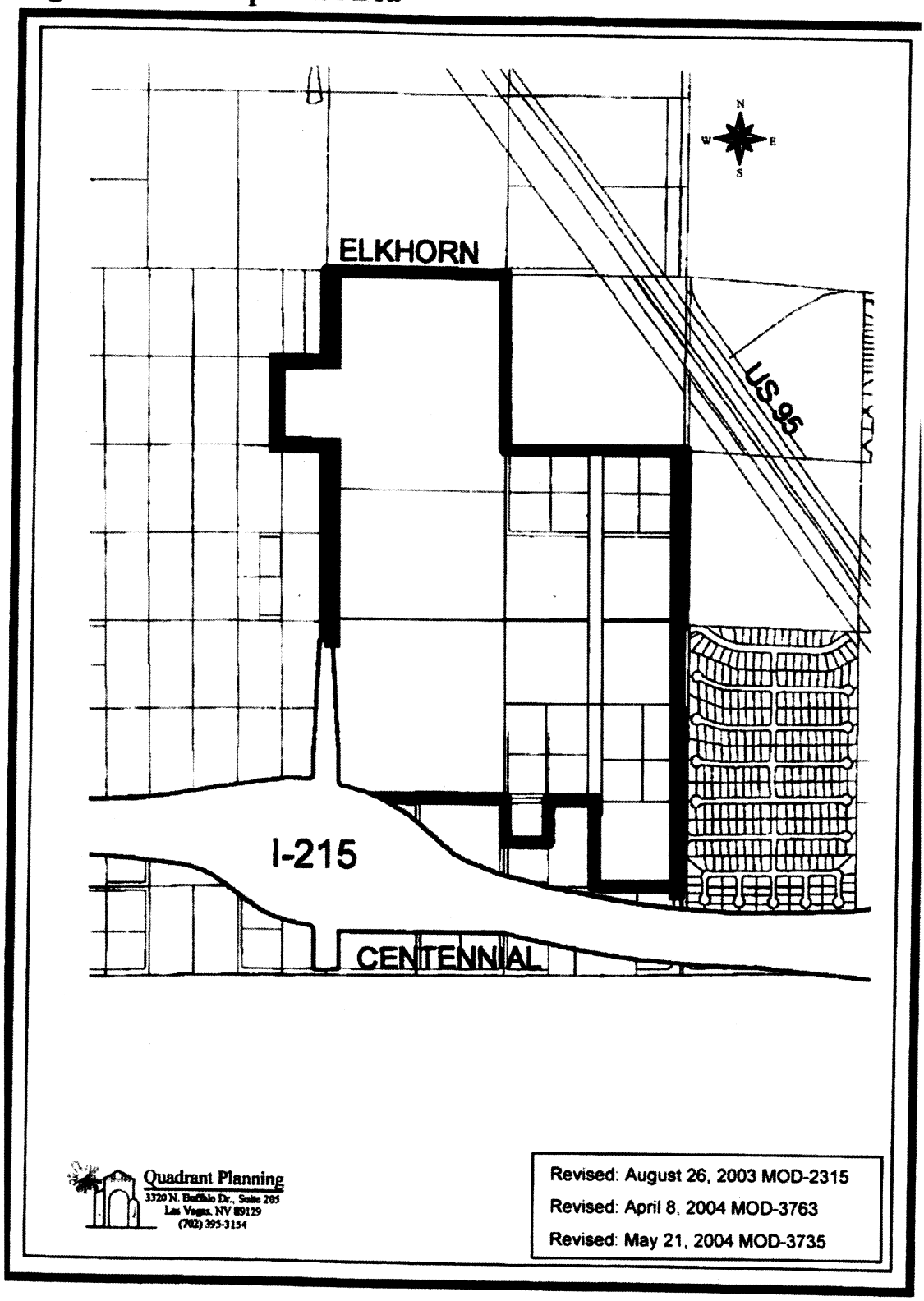
Upon approval of the Montecito Town Center Land Use and Design Standards Appendix, general land use shall conform to Sections 2.2, and permissible uses shall conform to Section 2.3 of this Appendix. However if a request does not conform to the general land use as described in Section 2.2, or permissible uses as described in Section 2.3, then at a minimum the request must adhere to the goals and objectives of the City of Las Vegas General Plan and related documents as they may be amended.

This Appendix has established a general land use category, permissible uses site development standards, and architectural and landscape criteria for the Montecito Town Center project.

The general land use for the approximately 217.5* acres comprising the Montecito Town Center area, is shown within the dashed boundary on Figure 3. Projects within this area will be developed according to the general land use shown on Figure 3 and described in Section 2.2 and, shall have permissible uses as described in Section 2.3 of this Appendix.

*MOD-2315, MOD-3735, MOD-3763

Figure 2: Development Area



2.2 Land Use Designation

Development within the Montecito Town Center area shall be governed by one overall land use category called Mixed-Use Commercial. Within the Mixed-Use Commercial land use category, there will be distinct Activity Centers that encompass commercial uses, residential uses, and a buffer area for the Timberlake Community. With the exception of the buffer for the Timberlake Community, all other Activity Centers do not have fixed boundaries and may occur in various locations throughout the Montecito Town Center project area.

The Activity Centers and their locations are intended to be flexible within the overall context of the Mixed-Use Commercial category shown on Figure 3. However, no single Center will dominate another, and the overall land use composition of the Montecito Town Center will be visually integrated and harmonious. The six distinct Activity Centers are:

(1) Timberlake Buffer Area;
(2) Main Street;
(3) Regional Center;
(4) Suburban Center;
(5) Office Center;
(6) High Density Residential.

2.2.1 **Timberlake Buffer Area:** This Activity Center is intended to allow for the buffering of the Timberlake Community from more intensive land uses and will minimize livability conflicts. The buffer area will consist of the following elements:

- A 100-foot linear park, or right-of-way area, between the Timberlake Community and the Montecito Town Center to create the initial 100-foot buffer.. See Figure 3 for location.

- A 230-foot wide area beyond the 100-foot buffer area where only single story office and low intensity retail uses will be permitted. In addition, careful site planning and design considerations will be taken within this 230-foot wide area to reduce potential negative impacts on the Timberlake Community. Issues such as vehicular access and congestion, signs and visual clutter, architectural design and lighting will be addressed in every proposed site plan.

2.2.2 **Main Street:** Main Street designates an area where a cohesive mix of interdependent uses, including offices, entertainment, and high density residential are horizontally or vertically integrated.

The Main Street area will become a compact, mixed-use, Activity Center that caters to pedestrians both in its circulation and scale, while providing a full range of retail opportunities, housing types and workplaces.

2.2.3 **Regional Center:** The Regional Center designates areas for commercial establishments that draw residents, visitors, and tourists from across the Las Vegas Valley with a large trade area. This category provides shopping for goods, general merchandise, apparel, furniture, and home furnishings in full depth and variety. The predominant developments include, but are not limited to: regional malls, "club or membership" stores, general commercial uses and non-gaming hotels. The Regional Center category includes a wide range of retail, office, and service uses.

Other types of Regional Center developments may include specialty regional commercial centers that typically do not have traditional anchor tenants and may consist of "entertainment centers", "festival marketplaces", and "outlet mall", which often has a discount or off-priced orientation. These developments are of significant intensity and typically generate a substantial amount of employment and traffic.

2.2.4 **Suburban Center:** The Suburban Center allows low to medium intensity retail and service orientated commercial developments that serve primarily local area patrons, and do not include more intense general commercial characteristics. Typical uses are neighborhood shopping centers, banks, restaurants, hardware stores, and other similar retail and service uses. This category also includes offices, either singly or grouped as office centers, with professional and business services. Suburban Center developments should be developed as nodes or centers and not configured in a "strip commercial" pattern.

2.2.5 **Office Center:** The Office Center allows low intensity office and professional uses. Typical uses may include, but are not limited to, day care services, medical, legal, financial, and other business/professional services, and office supporting businesses. Retail sales as a primary use is only appropriate when in conjunction with an office supporting business; however, some ancillary retail uses may be appropriate

2.2.6 **High Density Residential:** High Density Residential designates areas where the predominant housing type is multiple family developed at very high densities. Building heights generally do not exceed twelve stories (150 feet), but greater heights may be attained upon approval of a Special Use Permit by the City of Las Vegas. This category allows any residential housing type including single family, multiple family, cluster and townhome developments, at densities that generally do not exceed 50 dwelling units per acre. However, higher densities may be attained upon approval of a Special Use Permit by the City of Las Vegas.

2.3 Permissible Uses – Mixed-Use Commercial

Buildings, structures, and land shall be used only in accordance with the permissible uses in the following Permissible Use schedule. These uses are permitted within all of the commercial Activity Centers, namely, the Regional Center, the Suburban Center, Main Street, and the Office Center. Within the Timberlake Buffer Area category, only single story office and limited retail uses will be permitted.

	Mixed Use Commercial
Amusement Arcades	P
Animal Hospital	SUP
Antique Shops	SUP
Appraisal and Related Services	P
Architectural (professional and related services)	P
Art Gallery	P
Artist	P
Artist Studios	P
Athletic Fields	P
Auditorium	P
Automobile Accessory Store	P
Automobile Maintenance	SUP
Automobile Rental	SUP
Bakery (retail only)	P
Bank	P
Banquet Facilities	P
Barber Shops	P
Bars	SUP
Bath House	P
Beauty Shops	P
Beer Sales	SUP
Bicycle Repair Shops	P
Bookkeeping, Accounting Services	P
Bookstores	P
Brew Pubs	SUP
Building Material Sales	SUP
Car Rental Agencies	SUP

P=Permitted SUP=Special Use Permit

	Mixed Use Commercial
Car Wash	SUP
Catering Establishments	P
Child Care Institutions	P
Christmas Tree Sales	TCP
Churches	P
Clinics	P
Clubs	SUP
Collectible Shops	P
Colleges	SUP
Communication Towers/Antennas	SUP
Computer Based Businesses	P
Computer Graphics Services	P
Congregate Care	SUP
Consulting Service	P
Convenience Store	SUP
Convention Facilities	SUP
Cooperative Apartments	SUP
Copy Center	P
Costume Rental	P
Court Reporting	P
Custodial Institutions	SUP
Day Care	P
Diaper Services	P
Dressmaking Shops	P
Dry Cleaning Office	P
Drive-Through Facility*	SUP
Eating and Drinking Places (non-alcoholic)	P
Education/Scientific Research	P
Electronic Equipment Sales and Service	P
Engineering (professional and related services)	P
Entertainer (outcall only, no escort services)	P
Equipment Rentals	SUP
Exotic Animals	SUP
Flower Arrangements	P
Financial Institution**	SUP
Gaming (incidental gaming machines only)	SUP
Gasoline Sales	SUP
Government Facilities	SUP
Grocery Stores	P
Gunsmiths	SUP
Handicraft (including gift basket assembly)	P
Hardware Stores	P
Health Clubs	P
Health Fitness Training Center	P
Heliports	P
Hospitals	P
Hotels	SUP
House Cleaning/Repairs	P

P=Permitted SUP=Special Use Permit

*Non-Material Modification 5/7/04 ** Non-Material Modification 10/16/03

	Mixed Use Commercial
Information Services	P
Inns	SUP
Insurance Adjustment	P
Insurance Sales	P
Interior Decorating	P
Janitorial Services	P
Jewelry Making (excluding smelting and casting of metal)	P
Laboratories, Medical and Dental	P
Libraries	P
Liquor Sales	SUP
Live Entertainment	TCP
Locksmiths	P
Maintenance Business	P
Medical Supplies	P
Memorabilia Shops	P
Miniature Golf Courses	SUP
Mini-Warehouses	SUP
Mortgage Company	P
Motels	SUP
Movie Theaters	P
Museums	SUP
News Dealers/Stands	P
Offices, Business and Professional	P
Outdoor dining	P
Parking Lot/Garages	P
Parks	P
Party Planning Services	P
Pawn Shop*	SUP
Pet Store	P
Pharmacy	P
Photographic Studio	P
Photographic Supplies	P
Photography and Related Services	P
Plant Nurseries	P
Playgrounds	P
Postal Services	P
Print Shops	SUP
Psychic Arts	SUP
Public Utility Buildings and Structures	SUP
Public/Quasi-Public/Institutional Buildings and Uses	SUP
Real Estate Services	P
Recreational Facilities – interim	SUP*
Recreational Facilities – private	SUP
Recording Studios	SUP
Regional Malls	P
Residential High Density	P/SUP
Resort Hotels (non-gaming)	P
Restaurants	P
Rest Homes	SUP

P=Permitted SUP=Special Use Permit

*Non-Material Modification 12/30/03

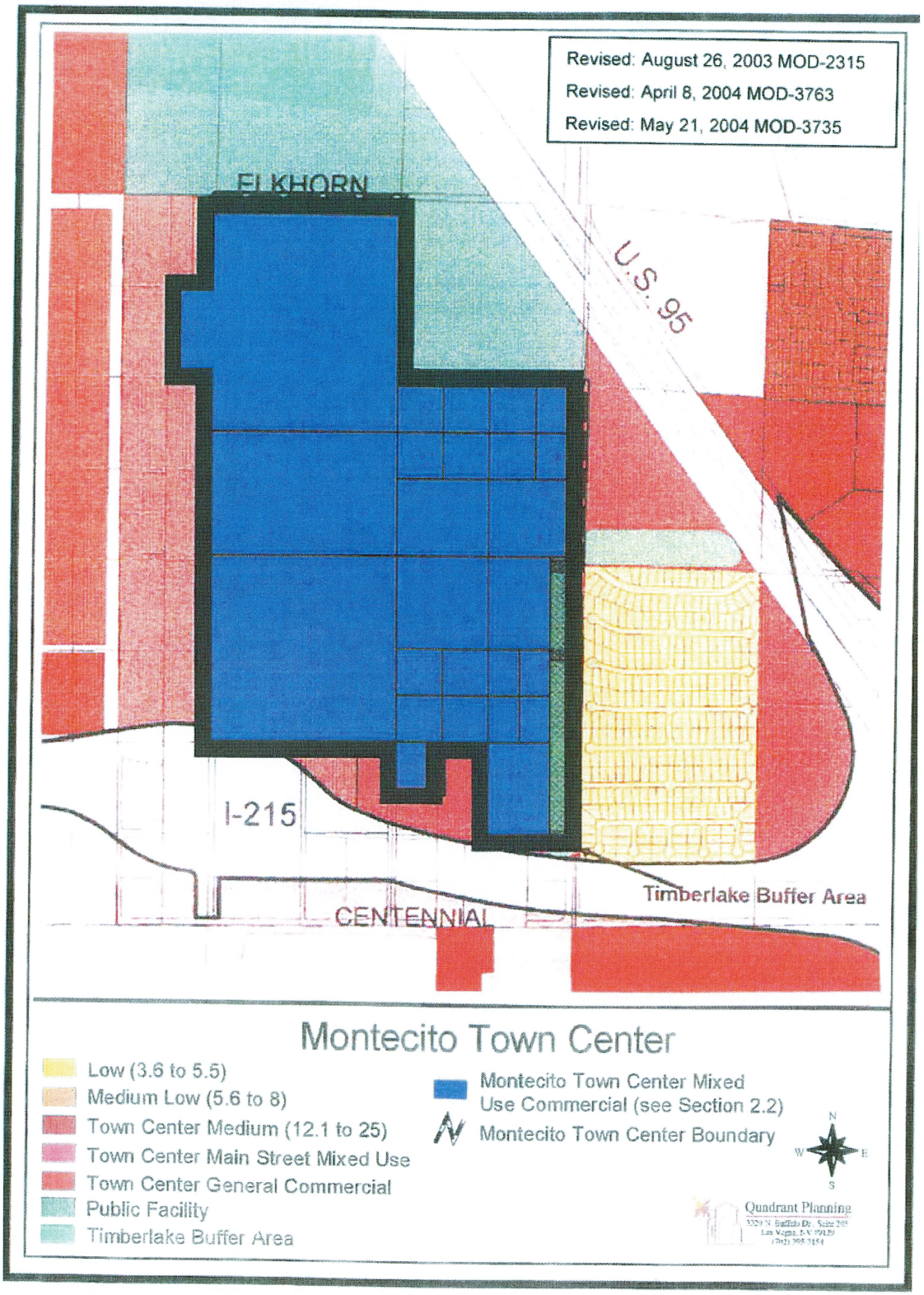
	Mixed Use Commercial
Retail Sales	P
Rock Concert	SUP
Sales Representatives	P
Sanitariums	SUP
Schools	SUP
Secondhand Sales	SUP
Secretarial Services	P
Security Sales	P
Security Services	P
Service Business (except repair business)	P
Service Stations	SUP
Shoe Repair Shops	P
Sign Painting Stores	P
Sporting Goods Stores	P
Sporting Goods with Firearms	SUP
Stock Brokerages	P
Sun-tanning Centers	SUP
Supper Clubs	SUP
Swap Meets	SUP
Swimming Pool Cleaning	P
Tailoring, Sewing Services	P
Tailors	P
Taverns	SUP
Tax Preparation Services	P
Taxidermist	P
Teaching, Tutoring (maximum four students at once)	P
Tire Sales (as principle use)	SUP
Travel Agencies	P
Upholstery Shops	SUP
Vacations Sales	P
Veterinary Services	SUP
Video Stores	P
Watch/Clock Repair	P
Watchman's Trailer with Commercial Use	SUP
Water Sales	P
Wine Sales	SUP
Writers	P

P=Permitted SUP=Special Use Permit

The Montecito Town Center will create a vibrant, festive, densely built, pedestrian-friendly environment. Because of its unique urban nature, no specific spacing requirements will be mandated between establishments that have on or off premise alcohol sales and/or restricted gaming within the Montecito Town Center area, and no special use permits for separation between these establishments will be necessary. However, the Las Vegas City Council may consider the concentration and spacing of such uses as part of its deliberation and approval of any requests for such establishments.

*** NOTE**: **Recreational Facilities – Interim**: While the Montecito Town Center area is under construction, some recreational uses that are considered provisional in nature may be requested and developed on certain sites. All such uses will be subject to approval of a Special Use Permit by the City of Las Vegas that will condition their activities and life spans. Examples include (but are not limited to): golf driving ranges, putter courses, baseball/softball batting cages, tennis training courts, soccer training fields, etc.

Figure 3: Planned Land Use



3. SITE DEVELOPMENT GUIDELINES - GENERAL REQUIREMENTS

3.1 Objectives

The overall intent of the Site Development Guidelines is to promote the creation of an attractive, high-quality environment for businesses and residences within the Montecito Town Center area. The City of Las Vegas shall favor:

- integration of design elements within a project;
- high-quality, durable finishes;
- a positive relationship to the pedestrian.

When referring to this document, the owner/developer and designer shall keep in mind that these Guidelines begin with general requirements and progress toward more specific requirements. ***NOTE:*** ***The general requirements apply to all subsequent sections.***

3.2 Streets / Circulation Patterns

Streets shall be configured to provide safe, efficient vehicular circulation with streetscapes that provide a pleasant environment. In addition, all streets shall be designed to meet or exceed the circulation standards shown in the City of Las Vegas Town Center Design Standards Manual adopted by the City of Las Vegas City Council on November 9, 1998.

For specific street layouts refer to the Montecito Town Center Development Agreement and Master Traffic Study.

3.3 Streetscapes

The Streetscape is that area between the back of the curb and the minimum set back as shown in the City of Las Vegas Town Center Development Standards Manual adopted by the City of Las Vegas City Council on November 9, 1998. Developers shall provide trees and other plantings with drip irrigation, streetlights and appropriate walkways that meet or exceed the streetscape standards shown in the City of Las Vegas Town Center Design Standards Manual adopted by the City of Las Vegas City Council on November 9, 1998.

3.3.1 Streetscape Lighting

(a) Lighting design and installation shall meet or exceed the lighting standards shown in the City of Las Vegas Town Center Design Standards Manual adopted by the City of Las Vegas City Council on November 9, 1998.
(b) Pedestrian areas, including pathways, open spaces and other public areas shall be illuminated in hours of darkness especially where grade changes involving ramps or stairs occur. Lighting in these areas shall be provided by low overhead fixtures (10' to 15' height) and/or bollard lighting.
(c) All lighting plans shall be submitted to and approved by the City of Las Vegas.

3.4 Multipurpose Pathways

3.4.1 **Multipurpose Pathways**, within developments, shall provide:

(a) Continuously linked walkways within each parcel and connecting commercial areas, where appropriate;
(b) Pedestrian friendly intersections per City of Las Vegas standards;
(c) Concrete is the preferred material for public and private walks, adjacent to the street and within public open space;
(d) Other pathway materials, such as jogging paths of stabilized material, are to be specified on drawings;
(e) Street furniture, light poles, and other site furnishings shall not encroach upon the required width of the sidewalk;
(f) All multipurpose pathways shall be designed to City of Las Vegas standards.

3.4.2 **Sidewalk Hierarchy:** All sidewalks and pathways shall be designed to meet or exceed the sidewalk standards shown in the City of Las Vegas Town Center Development Standards Manual adopted by the City of Las Vegas City Council on November 9, 1998.

3.5 Setback Requirements

Setbacks are measured from the property line along street frontages, and from the respective property line for internal conditions. Vehicular areas include parking areas and vehicular circulation drives. All setbacks shall be designed to meet or exceed the setback standards shown in the City of Las Vegas Town Center Development Standards Manual adopted by the City of Las Vegas City Council on November 9, 1998.

3.6 Walls - All Primary Streets

3.6.1 **Walls:** Walls are discouraged in places where they are not necessary for security, screening, or privacy. Notwithstanding, walls can provide decorative appeal and help to establish continuity within the community; therefore, consistency in the design of walls is essential. The City of Las Vegas walls standards as shown in the Town Center Development Standards Manual adopted by the City of Las Vegas City Council on November 9, 1998, are the minimum standards that must be followed. No walls shall be located within Sight Visibility Restriction Zones, as defined in the Uniform Standard Drawings, Clark County Area.

3.6.2 **Screen Walls and Fences:** Screening treatments must be designed as an integral part of the overall architectural and landscape design. The City of Las Vegas Landscape, Wall, and Buffer Guidelines and the wall standards shown in the City of Las Vegas Town Center Development Standards Manual adopted by the City of Las Vegas City Council on November 9, 1998, are minimum standards.

3.7 Signage

Signage shall be used to reinforce the desired character of the Montecito Town Center area, and to call attention to certain features. Signs erected or installed in the Montecito Town Center shall be detailed in a Master Signage Plan(s) and reviewed by the Centennial Hills Architectural Review Committee and the City of Las Vegas.

The Montecito Town Center area will have two types of signs: Tenant and Project Identifier. The design characteristics of these signs are described below.

3.7.1 Tenant Signs

(a) Freestanding – Unless otherwise approved by the City Council as part of a Master Signage Plan, freestanding tenant identifier signs shall be limited to 24 feet (24') in height and a maximum area of 0.5 square feet of signage per 75 square feet of floor area. Setbacks shall be a minimum of five feet (5'). Illumination shall be internal.

(b) Monument - monument tenant signs are limited to a maximum height of eight feet (8') and a maximum area of 75 square feet. Setbacks shall be a minimum of five feet (5'). Illumination shall be internal.

(c) Wall - wall tenant signs shall be designed to appropriately reflect the scale and architecture of individual buildings. All wall signs shall utilize materials and colors reflecting the building design.

(d) Montecito Town Center Community Interior Directional Signs – such signs are intended solely to provide orientation for customers/residents of Montecito Town Center and may be used for advertising. Therefore, these signs are not considered either "on" or "off" premise signs, and shall be governed by the Title 19A.14 of the City of Las Vegas.

3.7.2 Project Identifier Signs

(a) Freestanding - freestanding project identifier signs are intended to identify the Montecito Town Center area as a whole and do not advertise individual tenants. These signs shall be designed to appropriately reflect the scale and architecture of the areas they announce.

(b) Monument - monument project identifier signs are limited to a maximum height of eight feet (8') and a maximum area of 75 square feet. Setbacks shall be a minimum of five feet (5'). Illumination shall be internal only.

(c) Wall - wall project identifier signs shall be designed to appropriately reflect the scale and architecture of individual buildings. All wall signs shall utilize materials and colors reflecting the building design.

In addition, the following design criteria apply to signs within the Montecito Town Center:

1) Sign materials shall be compatible with associated architecture. Acceptable materials include brass, bronze, galvanized and painted or pre-finished steel, anodized or painted aluminum, painted or prefabricated steel, ceramic tile, various types of stone, brick, and painted stuccoed CMU. Wood, because of rapid deterioration in our climate, is unacceptable except as temporary signage;
2) Bases for monument signs shall be of architectural concrete, masonry, or similar material;
3) Sign colors shall be consistent with the associated architecture and the overall architectural theme of the Montecito Town Center, yet provide sufficient contrast for legibility;
4) Design of all traffic control signage shall be in accordance with the Appendix of Uniform Traffic Control Devices published by the U. S. Department of Transportation, the applicable Nevada Department of Transportation Standards, and the requirements of the City of Las Vegas Traffic Engineer;
5) Consolidate street and stop signs and mount to street light standards to minimize the number of sign poles;
6) Preserve clear sight triangles of roads and driveways when placing signs. Sign fasteners shall be maintained in good repair at all times;
7) Raceway lights are prohibited; and
8) Special event signs, such as those for grand openings, shall meet City of Las Vegas sign standards.

3.7.3 **Signage Not Allowed:** No sign, awning, canopy, advertising, or any other item such as decoration, lettering or advertising on the glass of any window or door, or within 48" of any interior/exterior window will be allowed without written approval from the City of Las Vegas. If approval is granted, the owner agrees to maintain such item in good condition and repair at all times.

In addition, the following types of signage are not allowed:

(a) SIGN CONSTITUTING A TRAFFIC HAZARD. No person shall install, maintain, or cause to be installed or maintained, any sign which simulates or imitates in size, color, lettering, or design, any traffic sign or signal, or which uses the words "STOP", "LOOK", "DANGER", or any other words, phrases, symbols, or characters in such a manner as to interfere with, mislead, or confuse traffic;

(b) IMMORAL OR PROHIBITED. No person shall exhibit, post, or display on any sign, or cause to be exhibited, posted, or displayed upon any sign, anything of an obscene, indecent, or immoral nature or unlawful activity (per City Code);

(c) SIGNS, DOORS, WINDOWS, OR FIRE ESCAPES. No window signs will be permitted except otherwise noted in this document. No sign shall be installed, relocated, or maintained so as to prevent free ingress to or egress from any door. No sign shall be installed which conceals or covers exit signs. No sign shall be attached to a standpipe except those signs that are required by code or ordinance;

(d) ANIMATED, AUDIBLE MESSAGE, OR MOVING SIGNS. Signs that have parts that move, swing, or rotate, or have lights that flash, blink, or fluctuate, or are otherwise animated or scintillating, are prohibited;

(f) VEHICLE SIGNS. Signs which are on or affixed to trucks, automobiles, trailers or other vehicles which advertise, identify, or provide direction to a use or activity not related to its lawful making of deliveries of sales or merchandise or rendering of services from such vehicles, are prohibited (per City code);

(g) LIGHT BULB STRINGS AND EXPOSED TUBING. External displays which consist of unshielded light bulbs, or open, exposed neon or gaseous light tubing, are prohibited. An exception may be granted by the City of Las Vegas when the display is an integral part of the design character of the activity to which it relates. Temporary decorative holiday lighting may be installed only with written approval from the City of Las Vegas.

3.8 Entry Features

Participating developers and builders shall install project entryways to identify the entry and establish an image for the project. The following guidelines shall be considered in design of project entries:

(a) The area reserved for project entries shall be limited to geometric designs at each entry corner measuring forty feet (40') from the right-of-way lines of the intersecting streets. The design of project entries shall maintain all City Las Vegas required sight triangles;

(b) The project entry shall encourage the incorporation of featured landscape treatments, enhanced paving details, signage and lighting where appropriate.

3.9 Site Furnishings

Location of all site furnishings must be indicated on plans submitted for approval by the City of Las Vegas. Site furnishings shall be designed to meet or exceed the site furnishings standards shown in the City of Las Vegas Town Center Development Standards Manual adopted by the City of Las Vegas City Council on November 9, 1998.

3.10 Lighting

The design intent is to provide safe and functional lighting in an aesthetically pleasing, visually unobtrusive manner. All lighting plans, whether for safety or aesthetics, must be submitted for approval by City of Las Vegas Planning and Development Department.

Public street lighting and installation shall meet or exceed the lighting standards shown in the City of Las Vegas Town Center Development Standards Manual adopted by the City of Las Vegas City Council on November 9, 1998.

3.11 Site Drainage

An attractively designed drainage system with adequate capacity to handle runoff of heavy rains is critical in maintaining the desired appearance in the Montecito Town Center area. See Montecito Town Center Master Drainage Study for specific requirements. Wherever possible, drainage areas shall be left in their natural state so that such areas can be used for open space and trail corridors.

3.12 Site Grading

Proper site and building design will minimize required grading by corresponding with the natural lay of the land. The design objectives for parcel grading are to create smooth slope transitions between grade changes, to integrate buildings and site improvements, and to encourage the use of land form grading as a landscape design element. In addition:

(a) Graded slopes shall meet the standards established by the City of Las Vegas;
(b) Grading and drainage design shall provide for adequate site drainage. All parcel drainage shall conform to the approved Montecito Town Center Master Drainage Study.

3.13 Utilities

The design of utilities will incorporate utility distribution systems in a visually unobtrusive manner.

(a) Utility easements shall be provided under the street or sidewalk section and, where required, alongside the street right-of-way;
(b) Installation and maintenance of utilities shall avoid disrupting paving, landscaping, and off-site utilities;
(c) Telephone and electricity will be installed overhead, temporarily, during construction only.
(d) No utility vaults greater than 27-square feet in size will be located next to the right of way or sidewalk, within the minimum required landscape setbacks as defined in the City of Las Vegas Town Center Development Standards Manual adopted by the City of Las Vegas City Council on November 9, 1998.

3.14 Easements

Easements are restrictions placed on parcels to provide for a specific use, such as the service of a public utility line or drainage system. Habitable structures erected within easements will be subject to removal at the expense of the parcel owner, if requested by the easement holder.

3.15 Mechanical Equipment

Mechanical equipment shall be incorporated in a visually unobtrusive manner. Therefore:

(a) Mechanical equipment and meters shall be integrated into the building or screened from public view as much as possible. Roof mounted mechanical equipment is not allowed on any residence;

(b) For commercial buildings, roof mounted mechanical equipment must be concealed by a parapet wall or screen, and not visible from adjacent properties;

(c) For commercial buildings, all back flow preventers, including fire sprinkler back flow preventers and above ground utility connections, shall be screened by walls and/or landscaping;

(d) Approximate locations of this equipment shall be indicated on plans submitted for review.

4. ARCHITECTURE AND LANDSCAPE GUIDELINES

4.1 Objectives

The intent of the Architectural and Landscape Guidelines are to:

(a) Define a minimum standard of quality for the design of buildings and landscape in the Montecito Town Center area;
(b) Establish a consistent design character for the Montecito Town Center area; and
(c) Ensure compatibility within the Montecito Town Center area, and between it and the Centennial Hill Town Center Plan.

Good architectural and landscape design is closely associated with good site planning, the guidelines for which are provided in the previous section. Because guidelines are conceptual, latitude in interpretation within the defined theme is necessary.

4.2 Architectural Themes

The architectural theme for Montecito Town Center projects will be derived from Southwest Contemporary, Mission, or Italian Renaissance. The commercial areas will be designed and integrated into the overall feel of the area using these same elements. See Appendix A for a description and typical characteristics of each style.

Design considerations for commercial areas shall be given to weather protection through the use of arcades, porticoes, canopies, awnings or other means including the use of fogging systems, where appropriate. Extending architectural lines into the landscape and defined spaces is required as a means for enhancing architectural interest, continuity and the creation of livable spaces.

4.3 Landscape Architectural Concept

4.3.1 In order to conserve water, the landscape concept for the Montecito Town Center area shall be drought-tolerant. It is understood that coordination and some blending with the existing Northwest landscape is required to avoid a harsh interface of styles; however, the overall theme of the Montecito Town Center area shall be water conserving. This shall be achieved through the use of basic xeriscape techniques such as drought tolerant plant material and water efficient irrigation systems, and the design precepts that follow. Appendix B contains the approved Montecito Town Center Palette. Landscaping in the Montecito Town Center shall meet or exceed the standards shown in the City of Las Vegas Town Center Development Standards Manual adopted by the City of Las Vegas City Council on November 9, 1998.

4.3.2 The landscape concept throughout Montecito Town Center is based on Desert Southwest, California Mission, and Spanish/Moorish Garden. Commercial areas, as well as public areas, shall employ a more limited plant palette. The landscape concept includes the following precepts:

(a) Limited use of turf, primarily for functional recreational areas. As a general guideline, total turf area shall be 50% or less of the total landscaped area;
(b) Limited use of water in small fountains;
(c) Sun protection provided by trellises, and/or shade trees;
(d) Extensive use of evergreen shrubs;
(e) Use of water-conserving, drought-tolerant, desert-adapted plant material;
(f) Zoning of plants by compatible water use, with the highest water use in areas where the colors and textures of foliage and flower can be most appreciated;
(g) Use of appropriate technology to achieve the most efficient irrigation systems, including drip irrigation wherever possible;
(h) Proper maintenance, including the best horticultural practices is pruning, irrigation, and fertilization of all plant material;
(i) Use of appropriate ground mulches.

4.3.3 **Planting Design**

(a) Plantings shall be designed to highlight building entries, define parcel edges, soften building masses, provide shade for pedestrian areas, and screen parking and service areas;
(b) Achieve unity of design by repetition of certain plant varieties, such as street trees and massing of plants, and coordinate planting plans with adjacent properties;
(c) Limit the number of species to simplify the planting plan. Do not use a wide variety of species at random;
(d) Massing of plant material by species shall be sized in proportion to the landscaped area, adjoining architectural mass, and/or the adjoining paving area;
(e) Choose plant material and space appropriately for mature size, to conserve use, avoid over-planting;
(f) Employ water-conservation principles in the design; for example, group together plants of like requirements for water, sun, and soil;
(g) For commercial properties a continuous planting strip, a minimum of five feet (5') wide, shall be placed along all side and rear property lines, except where buildings occur in a zero lot line condition;
(h) City of Las Vegas Standards require 24" box trees, 1-1/2 inches caliper diameter, be planted 30' on center maximum with requirements of tree quantities in parking lots. See City of Las Vegas Landscape, Wall, and Buffer Standards;
(i) Required shrub size is five (5) gallon; and one (1) gallon mixed;
(j) Required ground cover size is one (1) gallon; additional smaller sizes allowable, subject to review;

(k) All turf shall be fescue blend or hybrid bermuda, developed for use in the desert. Common bermuda grass is prohibited. Astro-turf is prohibited;
(l) Reliance on excessive, large expanses of turf, except for recreational areas such as parks, is not permitted;
(m) All plant material shall be nursery grown, free of pests and diseases, of good form and habit, and represent the best qualities of the species;
(n) Plant material shall be installed in a manner commensurate with the best horticultural practices in the region to maximize the chances of plant survival;
(o) Inorganic materials shall occupy no more than forty percent (40%) of the total landscaped area after one year of growth. Except in areas not landscaped by Developer, bare soil is not permitted;
(p) Any boulders and rock groupings shall be set in informal arrangements, and be buried at least one fourth (1/4) their depth, so that they appear more natural;
(q) Limit areas devoted to cobbles and gravel mulch. Neither multi-colored gravel nor white gravel will be permitted;
(r) Installation of landscaped areas must begin within 60 days of completion of construction.

4.4 Irrigation

4.4.1 The climate and soil conditions in Las Vegas Valley create a difficult environment for landscape plants. Therefore it is essential that the irrigation system utilize current technology in both product application and the system design. The design objective is to create an irrigation system that is water-efficient, low-maintenance, and provides for the immediate and future requirements of the plant material.

4.4.2 Provide an automatic underground irrigation system for all landscaped areas. A centrally controlled system is required.

4.4.3 Areas to be served by irrigation systems shall be evaluated for peak demand water requirements and estimated annual water usage. The designer shall utilize reference evapotranspiration rate data available from the Nevada Cooperative Extension weather station and apply the appropriate landscape coefficient to estimate water use.

4.4.4 The designer shall size and locate the water supply based on serving the calculated peak flow demand. A dedicated water tap, service, and meter are required for site landscape irrigation. All water is to be potable as provided by the local water purveyor, unless alternative sources are available. In no case shall velocities through service lines exceed seven feet per second (7 FPS) for piping two inches and smaller, and 5 FPS for piping 2.5 inches and larger. Flow through the landscape water meter shall not exceed 70% of maximum rated flow determined by the American Water Works Association (AWWA).

4.4.5 All potable water supplies shall be protected by the water district's standards using an approved Reduced Pressure Back flow Preventer (RP) device. At no time shall the velocity through the RP device exceed 7.5 FPS.

4.4.6 Design shall be based on utilizing available static pressure minus ten percent (10%) for fluctuations. Provide booster pump downstream of RP device if required to operate system within highest level of application efficiency. Include pressure loss calculations with plan submittal.

4.4.7 Provide head-to-head coverage for lawn areas. Heads shall pop-up a minimum of 2.5 inches.

4.4.8 Do not place spray heads adjacent to any wall or structure. The City Las Vegas requires a 24" separation from buildings. If spray irrigation is desired adjacent to wall or structure, irrigate by subsurface means.

4.4.9 Design the system for peak summertime irrigation to be completed according to Las Vegas Valley Water District standards, and turf areas to be able to accommodate every-other-day watering (will require well-prepared soil for deep rooting of turf).

4.4.10 Irrigation water runoff to the street is not permitted. Therefore, place spray heads 6" from back of curb (or edges of sidewalks) and provide positive drainage so that nuisance water will not flow over curbs and sidewalks or across vehicular drives.

4.4.11 Provide drip irrigation to shrubs and trees, with appropriate filtration and pressure regulating devices. Accommodate for adding emitters as trees mature.

4.4.12 Closely spaced, low growing ground covers and annuals will be irrigated by pop-up spray heads; no fixed risers are permitted.

4.4.13 Reliance on spray irrigation, where drip is practical, will not be permitted.

4.4.14 Install back flow preventer in expandable locking metal cage or similar enclosure. Screen the equipment and/or locate away from public view.

4.4.15 Provide an electric, solid state controller equipped with a master valve terminal and a minimum of two fully independent programs. If controller is installed outside, provide a weatherproof, locking enclosure.

4.4.16 Provide remote electric control valves in boxes with bolt-down covers; no appendix valves are allowed.

4.4.17 Install a master electric control valve immediately downstream from each back flow preventer if foundation structure is present within irrigated area. The valve must be capable of fully opening under the lowest designed flow (usually for drip).

4.4.18 Install quick coupling valves in boxes with bolt-down covers at minimum 200' intervals, and at dead-ends of all mainline runs.

4.4.19 Provide individual-use sleeves under pavement for supply lines, non-pressure piping, and control wires.

4.4.20 Keep spray irrigation away from building foundation structures, sign faces, sidewalks, and parking lots.

4.4.21 Zone properly for plant material needs, including the consideration of exposure.

4.4.22 Screen the control system and/or locate away from public view.

5. DESIGN STANDARDS FOR COMMERCIAL PROJECTS

See also Section 3: Site Planning Guidelines – General Requirements and Section 4: Architecture and Landscape Guidelines.

5.1 Site Planning

The design intent is to create visually attractive, value-apparent, easily accessible projects within the Montecito Town Center area. These standards shall mitigate negative impacts on surrounding areas through the use of setbacks, height limitations, walls, landscaping and grading, and appropriate building configurations.

5.1.1 **Site Grading:** Parcel grading shall create smooth slope transitions between grade changes, integrate buildings and site improvements, and encourage the use of land form grading as a landscape design element. Proposed grading schemes will be reviewed during the design review process.

5.1.2 **Site Coverage:** Gross site area is hereby defined as the area contained within the parcel lines. Building footprint coverage shall not exceed sixty percent (60%) of the gross site area. Parking structures are not included in calculating this coverage figure.

5.1.3 **Building Placement and Orientation:** The orientation of a building or structure upon a site must reflect not only the project's functional needs, but also must be responsive to the individual parcel's characteristics and sensitive to adjacent land uses and the larger surrounding community. It is important that the three-dimensional character of each structure be considered as it relates to the specific parcel. These issues must be skillfully addressed in order to obtain design review approval.

(a) Provide a well-defined building entry for pedestrians and vehicular traffic. Enhance entries and connections with landscaping, paving, and architectural elements to create a sense of arrival;

(b) For each project, provide a handicap-accessible pedestrian path from the sidewalk onto the site, and from the site and parking areas to the main building entry. Integrate into the site design all Federal ADA Standards and local public agency accessibility requirements;

(c) Establish a relationship between the site, each building and adjacent properties. Integrate site features that create a link to the building, to develop a sense of place in every project;

(d) FOR EXAMPLE: Define the entry area with enhanced paving, frame with special planters/plantings, trellised entry courts, and/or architectural building forms such as recesses and overhangs appropriate to the specifics of the site. Link building entry to the pedestrian pathway and walkway system. Provide linkages to allow connections by alternative means (bike, etc.).

5.1.4 **Circulation:** Overall vehicular and pedestrian traffic must be effectively managed, and shall be addressed early in the design process.

(a) Site layouts must be designed to route people and vehicles within the site, and not be predicated merely on the required number of parking stalls. Clear, logical, and identifiable circulation paths shall be provided for both vehicles and pedestrians. Non-intuitive circulation schemes and lengthy dead-end parking arrangements will not be acceptable;
(b) Each project shall provide a direct pedestrian link onto the site from the pedestrian sidewalk, for each frontage;
(c) Incorporate loading, unloading, and passenger drop-off areas to the overall circulation design, and make such areas safe for pedestrians;
(d) Driveway entry throats shall be a minimum of thirty feet (30') in width; all vehicular aisles shall be a minimum of twenty-four (24') in width. Minimum per City of Las Vegas standard drawing 222A;
(e) Circulation in the Commercial parking areas shall be contained within the site, and shall not allow for vehicle short-cuts. Continuous parking lots meeting at property lines are required, as well as intra-site access among uses. Cross access easements are required.
(f) Integrate emergency vehicle access into the overall design.

5.1.5 **Parking:** The parking lot requirements shall meet or exceed the standards shown in the City of Las Vegas Town Center Development Standards Manual adopted by the City of Las Vegas City Council on November 9, 1998.

5.1.6 **Service Areas**

(a) Service areas, docks, and truck loading areas shall be screened and located away from public view;
(b) Screen outside storage areas from public view and other adjacent uses with a solid 6' tall masonry wall designed and finished to be compatible with the architectural character of the site;
(c) Screen all refuse areas with 6' tall masonry walls on three sides, and with a trellis or roof, finished to coordinate with the architectural character of the project;
(d) Enclosures shall have opaque doors on the remaining fourth side. Provide access from within the development to the refuse collection areas, so that such areas shall be accessible by service vehicles, but not be the focal point of a driveway or parking area;
(e) Design private drives to allow for easy access of service vehicles.

5.1.7 **Required Open Space:** The goal of the Montecito Town Center with respect to open space is to achieve a harmonious, well-integrated balance of traditional landscaped open space, recreational facilities, on/off-site pedestrian/bikeway facilities and/or trails, landscaped areas in medians and public rights-of way, as well as unique civic and common community areas contained within plazas, courtyards, covered walkways, and within finished, publicly accessible, building lobbies and rooftops.

In addition, Montecito Town Center will forge relationships with the City of Las Vegas so that the open space, civic, and recreational areas the City has planned and/or constructed for the northwest quadrant of Town Center will be integrated into Montecito Town Center's design in order to offer the widest range possible of public amenities to residents and visitors of the area.

Montecito Town Center will be planned to contain, at ultimate build-out, a total of 20 percent of open space, based on the gross property area of the site itself as well as Montecito Town Center's proportionate share of the open space, civic and recreational areas the City of Las Vegas has planned and/or constructed in the northwest quadrant of Town Center.

Of the total 20 percent open space requirement, 12 percent is attributable to the Montecito Town Center site proper, and the remaining 8 percent is Montecito Town Center's proportionate share of the City of Las Vegas' open space planned and/or constructed in the northwest quadrant of Town Center.

It is understood by the City of Las Vegas and the Master Developer that the ultimate goal is to achieve the overall 20 percent of open space at final build-out of the project and that individual phases of construction will contribute varied amounts of the overall total open space.

Therefore, open space contained in individual portions of Montecito Town Center as brought forward for Site Development Plan Review will vary in quantity (under and over 12 percent) and will be reviewed by City of Las Vegas staff with the objective of obtaining the overall goal of 20 percent open space (including Montecito Town Center's share of the City of Las Vegas' open space) at ultimate build-out of Montecito Town Center.

The Master Developer will be responsible for demonstrating to the City of Las Vegas that the goal of achieving 12 percent open space on site is being met as individual Site Development Plans are submitted to the City of Las Vegas for review. For practical purposes, the Master Developer will include a table with each Site Development Plan Review application that demonstrates, by a method mutually acceptable to the Master Developer and the City of Las Vegas, how the open space requirement is being met.

5.1.8 **Floor Area Ratio (FAR):** The goal of Montecito Town Center is to achieve a net FAR of .33 for the initial buildout of the entire project, exclusive of the Timberlake Buffer Area. The Timberlake Buffer Area shall have no minimum FAR goal.

The Master Developer and the City of Las Vegas contemplate that initial development phases will have net FAR's that approximate .20, with restaurants or other specialty uses having FAR's of .10 or less. It is contemplated that office and other more intense FAR uses will occur in later years, The result will be lower FAR's in the earlier phases of development, and higher FAR's in the latter phases of development.

The Master Developer will provide with each Site Development Plan Review application, information demonstrating that the subject project either has a net FAR of .33, or that the project will not prohibit an overall net FAR of .33 for the entire Montecito Town Center, exclusive of the Timberlake Buffer Area.

5.2 Architecture

The goal for the architecture is to establish a high standard of quality and long-term value. Architectural design shall support a community theme, (see Appendix A) and be of appropriate scale and character, and commensurate with the surrounding developments. See also Section 4 - Architecture and Landscape Guidelines. Design review attention will be devoted to the consistent application of sound design and planning principles.

(a) All design elements shall appear integrated with the overall project concept. Designs that appear arbitrary or are inconsistent in form will not be accepted.
(b) Detached structures and satellite buildings must be integrated with the overall project design. Pre-fabricated, temporary, or patchwork type constructions shall not be allowed on any portion of the site.

5.2.1 **Setback Requirements:** Setback requirements shall meet or exceed the standards shown in the City of Las Vegas Town Center Development Standards Manual adopted by the City of Las Vegas City Council on November 9, 1998.

5.2.2 **Building Massing and Form:** A relationship between site and building shall be firmly established. Site features that create a link to the building and develop a sense of place must be integrated into every project. Appropriate examples include enhanced hardscape areas framed by special planters and plantings, entry courts, and employee patio areas. Inappropriate examples include a primary building entry served solely by a narrow sidewalk that can be reached only by walking between a row of parked cars.
(a) The City of Las Vegas will favor visual continuity within multi-building projects, and within the context of adjacent projects;
(a) Building massing shall possess a balance in form and composition. Avoid large, flat, unarticulated building elevations, and long undifferentiated walls;

(b) Vertical supports such as columns, piers, and fins, shall be visually balanced with the loads they appear to carry;
(c) Fenestration must be carefully composed to complement a building's basic solid massing. Mullion patterns shall provide scale and modulation that relates to the overall building design;
(d) Develop a positive relationship between the building and the pedestrian. Design ground story facades to relate to the human scale. For example, break the facade into bays; provide signage and graphics appropriate to the pedestrian; extend the architecture into the landscape by use of arcades, porticoes and shade structures.
(e) Building elevations shall have varied rooflines, building roofline accent features and regularly spaced vertical façade elements. In addition, all building elevations shall provide consistent regularly spaced vertical façade elements.

5.2.3 **Building Entry and Focal Points:** Primary building entries shall be emphasized by design features such as overhangs, recesses and roof forms that are integrated into the overall building design.

(a) Primary building entries shall be obvious. A clearly defined primary pedestrian entry linking to an enhanced hardscaped foreground is required for each building;
(b) Enhance entries and connections with landscaping, paving, and architectural elements;
(c) To reinforce the building-to-site relationship, incorporate landscape features which visually and functionally complement the architectural design. This creates a link with the building and helps to develop a sense of place;
(d) Passenger pick-up and drop-off areas (auto courts) shall use accent trees and specialty paving to identify the entry areas;
(e) Use flowering trees and shrubs for accent and color;
(f) Use trees to provide shade for pedestrian areas. For focal points and other areas within thirty-five feet (35') of a primary building entry, the minimum size tree specimen shall be 24" box, 1-1/2 inches caliper diameter;
(g) Buildings shall cluster around pedestrian plazas and courts where possible, and pedestrian access shall be integrated into the overall design of facilities. The clusters shall be linked by pedestrian paths.

5.2.4 **Patio Areas**

(a) Patio areas shall be integrated into the overall project design. Elements shall include landscaping, shade structures, seating, low walls, and enhanced specialty paving. Patio sizes and features shall be proportional to the project.
(b) Projects with over 20,000 square feet of building area shall provide an on-site outdoor employee patio area which is separate and removed from the main building entry.

(c) The patio area shall be readily accessible to all on-site users. In a single user project, the patio area shall be adjacent to or reasonably accessible to a side building entrance. In a multi-user project, the patio area shall be centrally located, or more than one patio shall be provided.

5.2.5 Building Materials, Colors, and Finishes

(a) Exterior materials selected for a building must be consistently applied and linked throughout a project; e.g., if a building is faced in a veneer of brick or tile, this feature shall in some manner turn the corner or wrap the building;
(b) Preferred construction material is masonry, or tilt-up concrete. Other methods are allowed, subject to City of Las Vegas design review;
(c) Wood must be used as an accent material only, not as the primary building cladding. All wood must be finished with paint;
(d) Monolithic glazing will be used in special applications such as an accent to the overall design, but not as a singular design theme. Unarticulated "glass box" design will not be allowed because of its obtrusive reflectivity;
(e) Building color selection, and its relationship to the surrounding environment and adjacent properties, will be critically evaluated in design review. White, off-white, and gray-white colors are discouraged unless used for a specific reason and in small areas only;
(f) A minimum of ten percent contrasting material or color is required on commercial buildings. Glazing will constitute twenty percent at the ground floor.

5.2.6 Roof Design

(a) Most office or commercial projects in the Montecito Town Center area will feature parapet-screened, built-up flat roof forms. Sloped, curved or other roof forms will be used if expressed as a design element and consistently applied. Special purpose roof systems such as tensile structures are acceptable as long as they are well integrated into the project design.
(b) Built-up roofing systems shall be effectively screened on all sides by the building parapet. Parapet height must equal or exceed the height of the highest point of the built-up roof and rooftop equipment;
(c) The City of Las Vegas shall allow limited use of flat roofs with parapet and roof-mounted mechanical equipment.

5.2.7 Mechanical Equipment Screening

(a) Exterior components, whether roof or ground mounted, shall be screened on all sides by a screening device such as a screen wall or parapet wall that shall be aesthetically compatible with the architectural design of the building.

(b) Screening of the tops of roof-mounted equipment that will be visible from upper levels of an adjacent building will be required, depending upon the project location and adjacent uses.
(c) Minimum screening height shall be the height of the screened exterior components, and shall effectively screen all equipment from view from within 500 feet.
(d) Equipment screening shall occur as monolithic units rather than individual smaller units. Multiple individual equipment screen "hats" surrounding individual elements will not be allowed.
(e) Extruded metal screens, or screens of the same material or cladding as the building and directly linked to the building form, are appropriate screen examples. Wood, expanded metal lath, and chain link are not acceptable.
(f) Roof access ladders shall be located on buildings so as to be internal to the site, and not visible from the street.

5.3 Lighting: A carefully conceived architectural lighting scheme is required for each project.

(a) Emphasize building entries and hardscape forecourts with lighting;
(b) Fixtures shall be complimentary to the overall project design and consistent throughout the project;
(c) All fixtures in public areas shall be vandal- and tamper-resistant. Low mounted access panels shall require tools to open;
(d) Fixtures under twenty feet (20') in height shall have rock guards, and lenses shall be shatter resistant polycarbonate or other substance;
(e) For architectural lighting, metal halide, halogen, and fluorescent light sources are acceptable for use on-site throughout the project. Outlining of a building with neon lighting is prohibited;
(f) "Wall-pack" type fixtures are limited to service area use; where allowed, they shall be down-lights with reduced glare, or have minimally exposed light sources;
(g) Horizontal illumination shall be kept to a minimum;
(h) Uniformity ratios, vertical illumination levels, and fixture cut-off levels shall meet or exceed IES recommendations;
(i) Fixtures shall not be placed to produce glare or significantly cast onto adjoining lots or streets. Light cast onto adjacent properties shall not exceed 0.02 foot candles;
(j) Outdoor lighting shall not be powered beyond 240V;
(k) Globe type fixtures with exposed lighting sources are not allowed;
(l) Cobra heads are not allowed;
(m) Themed lighting shall be consistent with the entire planned area;

(n) Wallpack lighting shall utilize "shoe-box" fixtures and downward-directed lights on all buildings. Lighting standards within parking lots shall be no more than 20 feet in height and shall utilize "shoe-box" fixtures and downward-directed lights.

5.3.1 **Parking and Public Area Lighting:** The fixture type shall be from the Quality Lighting line, or approved equivalent. Luminaries used for drive aisles and parking areas shall be pole-mounted. Pole heights shall be between 15 and 20 feet. Pole height shall be determined so as not to exceed the height of adjacent buildings.

5.3.2 **Covered Parking Area Lighting:** Luminaires for covered parking areas shall be recessed, with tamper-proof trims and hardware. Lenses shall be 5/8" polycarbonate or 1/2" laminate riot glass with 3/8" tempered glass. Finish shall be durable architectural paint or surface treatment. Lamps shall be high-pressure sodium or fluorescent. Light sources shall be hidden from street view (no "wall-pack" type fixtures or fixtures with exposed sources of light).

5.3.3 **Low Level Lighting:** Bollards, beacons, and wall-mounted low level fixtures serve primarily as accent lighting and to provide safety lighting at steps, ramps, and structures. They are not intended for use as area lighting.

5.3.4 **Landscape and Accent Lighting:** Accent lighting for landscape and site features shall be provided by grade-mounted floodlights or housing-below-grade uplight.

5.4 Landscape

The goal of the landscape design is to help develop a project identity while contributing to a pleasant and attractive environment. The landscape will give structure and image to the overall development, while providing orientation, shade, and comfort for individual areas.

5.4.1 **Landscape Concept:** Plant material shall be selected from the Plant Palette in Appendix B. (See also Section 4 - Architecture and Landscape overview)

The density and maintenance requirements of plant materials shall be in planned zones, with low-maintenance, drought-tolerant plants along natural open areas and more formal and intensively maintained areas near building entrances and other areas of higher use, such as public plazas, courtyards, and pedestrian walkways.

5.4.3 **General Requirements:** * The landscape will include plant (organic) materials as well as inorganic elements such as rock mulch, boulders, etc. The proportion of organic material which comprises the total landscaped area, shall range from forty to sixty percent (40-60%) after one year of growth. Also see the City of Las Vegas Landscape, Wall and Buffer Guidelines.

5.4.4 **Landscape Grading and Drainage:** See also Section 5.2.1 - Site Grading and Section 3.11 - Site Drainage.

5.4.5 **Parking and Vehicular Areas:** Parking and vehicular circulation areas can detract from a project's appearance if not properly designed. Parking lots and vehicle circulation spaces shall be designed to blend with the building site character through the use of landscape planting and grading. See the City of Las Vegas Landscape, Wall, and Buffer guidelines.

6. GLOSSARY

BUILDER / DEVELOPER
"Builder/Developer" shall mean a developer/builder of an individual parcel other than the Master Developer.

CITY OF LAS VEGAS
City of Las Vegas (CLV) includes, but is not limited to the Planning Department, Development Department, Public Works, or any other Department that reviews the Montecito Town Center Land Use and Design Standards and/ or plans.

COMMUNITY OPEN SPACE
Community open space is defined as any improved public recreational facility or grounds including but not limited to: park areas provided for passive recreation including gardens, walking areas, picnic areas. Linear open space connections were developed to provide pedestrian and bicycle linkages between commercial centers, parks and civic areas. These connections can make dual use of preserved natural drainage, new drainage ways and utility easements.

CURB RAMP
A sloping walkway, which provides access between a walkway to a surface located above or below an adjacent curb face.

*Non-Material Modification 12/30/03

DESIGN THEME
A conceptual theme that is established for an area of the Montecito Town Center which forms the basis for all design decisions that are made toward realizing the final form of the area. The Design Theme provides a visual basis for architecture, engineering, site planning and landscape architecture.

DRAINAGE WAY
A drainage channel, or swale that serves to carry surface run-off.

HANDICAPPED ACCESSIBLE
Means of access and egress that are easily utilized by people having temporary activity, or mobility impairments, as defined by American's with Disabilities Act.

LANDSCAPE
An outdoor area that is improved with one, or a combination of, ground cover, shrubbery, trees, water features, sculptures, earth berms, walls, or fences, based on a design that maximizes function, aesthetics and maintenance considerations.

LANDSCAPE AREA
A tract of land, usually adjacent to street right of way that is provided for the purpose of community landscape.

LANDSCAPE BUFFER
An area of land landscaped with earth forms and plant materials for the purpose of minimizing adverse effects of smoke, odor, noise, dust, glare or visual pollution form incompatible adjacent uses.

ON-SITE
Within the boundary of the development parcel or development site referenced.

PARCEL
A parcel of land, established by the primary developer, to be developed according to a specific program and planning and design criteria.

PARCEL DESIGN AND ENGINEERING CRITERIA
Documents that provide planning, site design and engineering criteria specifically for an individual development parcel.

RAMP
A portion of a handicapped accessible walkway with a slope greater than 1 foot vertical in 20 feet horizontal five percent.

SERVICE AREAS AND YARDS
Areas required to provide loading facilities and storage of waste products and trash at commercial buildings, offices, and community facilities.

SETBACK - BUILDING
The distance between the property line of a lot and the closest point on the exterior face of a building. In the proximity of streets, building setbacks shall be measured from the edge of the landscape area adjacent to the street. Parts of a building such as cantilevered eaves, decks, or bay windows may encroach into the setback.

SETBACK - PARKING
The distance between the property line of a lot and the back curb of a parking area.

SIGNAGE
Any device, structure, fixture or placard using graphics, symbols and/or written copy for the primary purpose of identification or advertising any establishment, product, goods or services.

SITE FURNISHING
Utilitarian outdoor elements intended for public use such as benches, trash receptacles, public telephones, newspaper dispensers, postal delivery units and lighting standards.

STREETSCAPE
All of the plant material, walkways, walls, street furnishings, and building facades adjacent to a roadway that establish the visual character of the public street.

WALKWAY
Paved pedestrian connections or walkways designated as handicapped accessible shall not exceed five percent.

WATER CONSERVING PLANT MATERIALS
Plant materials that may or may not require irrigation, but do so in a limited way, as opposed to exotic plant material that is not indigenous to the area and require large amounts of irrigation.

APPENDIX A: ARCHITECTURAL STYLES

Mission

Mission architecture combines the building patterns of the Pueblo Indians with Spanish Colonial design, incorporating Mediterranean influences. Mission style uses low-pitched tile roofs, with hipped or gabled forms and wide overhanging eaves. Missions were commonly built around a central patio or garden, with extended building eaves creating a covered arcade supported by rounded arches. Clay tiled roofs, white stucco walls, and colonnades, or covered walkways, are typical features.

Italian Renaissance

Aspects of Italian Renaissance architecture include classical elements such as columns, pediments, cornices, arches, and niches, with emphasis on overall symmetry of form. Roof forms are flat with a parapet, or hipped with a shallow slope. Balconies are projecting or recessed, with iron rails or concrete balustrades. Exteriors are stucco or masonry, frequently with lower story rustication.

A brief list of typical characteristics of the style includes the following.

- Flat roofs with parapets.
- Shallow-pitched roofs with a slope of 3 1/2:12 to 6:12.
- Gable, shed and hip roof forms.
- S-shaped clay or concrete tile roofing.
- Stucco, smooth or textured, and masonry exteriors.
- Generous overhangs with closed eaves; fascia and eave soffits wood
- Half-round or flat arches above doors, windows and porch roofs.
- Entry accented by columns.
- Simple massing with projecting porches or wings.
- Balconies, projecting or recessed, with iron railing or concrete balustrade.
- Accent details such as shutters, medallions, quoins, tiled gables, molded cornices, window pediments, continuous belt course trim, and ground-story rustication are encouraged.
- Exterior entry courts, courtyards, patios, and arcaded wing walls that are an extension of the architecture.

Southwest Contemporary

Retains the basic elements from Mission and Italian Renaissance - stucco walls, clay roof tiles, arcades and courtyards with fountains, white and off-white to sand and coral exterior colors - but executed with cleaner lines, simplified forms and contemporary materials.

APPENDIX B: PLANT PALETTES

MONTECITO TOWN CENTER PLANT PALETTE TREES

	BOTANICAL NAME	COMMON NAME
1	*Acacia aneura*	Mulga
2	*Acacia greggii*	Catclaw acacia
3	*Acacia minuta*	Southwest sweet acacia
4	*Acacia rigidula*	Blackbrush acacia
5	*Acacia schaffneri*	Schaffner's acacia
6	*Acacia smallii*	Sweet acacia
7	*Albizia julibrissin*	Silk tree
8	*Arbutus unedo*	Strawberry tree
9	*Bauhinia congesta*	Anacacho orchid tree
10	*Brahea armata*	Mexican blue palm
11	*Cedrus atlantica 'Glauca'*	Blue atlas cedar
12	*Celtis reticulata*	Western hackberry
13	*Celtis sinensis*	Chinese hackberry
14	*Cercidium floridum*	Blue palo verde
15	*Cercidium microphyllum*	Littleleaf palo verde
16	*Chilopsis linearis*	Desert willow
17	*Chitalpa*	Chitalpa (*Chilopsis x Catalpa*)
18	*Cupressocyparis leylandii*	Leyland cypress
19	*Eriobotrya deflexa*	Bronze loquat
20	*Eriobotrya japonica*	Loquat
21	*Eriobotrya Rahpiolepis*	Coppertone
22	*Eucalyptus formanii*	Forman's eucalyptus
23	*Feijoa sellowiana*	Pineapple guava
24	*Fraxinus greggii*	Little leaf ash
25	*Fraxinus oxycarpa* 'Raywoodii'	Raywood ash
26	*Fraxinus velutina*	Arizona ash
27	*Fraxinus velutina* 'Modesto'	Modesto ash
28	*Fraxinus velutina* 'Rio Grande'	Rio Grande ash
29	*Gleditsia triacanthos inermis* cultivars	Honey locust
30	*Juniperus chinensis* 'Torulosa'	Hollywood twisted juniper
31	*Koelreuteria paniculata*	Goldenrain tree
32	*Lagerstroemia indica*	Crape myrtle
33	*Laurus nobilis*	Grecian laurel
34	*Ligustrum lucidum*	Glossy privet
35	*Olea europaea* 'Swan Hill'	Swan Hill Olive
36	*Olea europaea* 'Wilsonii'	Wilson's olive
37	*Phoenix dactylifera*	Date palm
38	*Pinus edulis*	Colorado pinyon pine
39	*Pinus eldarica*	Mondel pine
40	*Pinus halapensis*	Aleppo pine

MONTECITO TOWN CENTER PLANT PALETTE

41	*Pinus pinea*	Italian stone pine
42	*Pinus roxburghii*	Chir pine
43	*Pistacia chinensis*	Chinese pistache
44	*Pithecellobium flexicaule*	Texas ebony
45	*Pittosporum phillyraioides*	Willow pittosporum
46	*Platanus acerfolia*	London plane tree
47	*Platanus wrightii*	Arizona sycamore
48	*Podocarpus macrophyllus*	Japanese yew pine
49	*Populus alba* 'Bolleana'	Bolleana white poplar
50	*Populus fremontii*	Fremont cottonwood
51	*Prosopis* species	Mesquite
52	*Prunus caroliniana*	Carolina laurel cherry
53	*Prunus cerasifera*	Purple leaf plum
54	*Punica granatum*	Pomegranate
55	*Pyrus calleryana* 'Bradford'	Bradford callery pear
56	*Pyrus kawakamii*	Evergreen pear
57	*Quercus buckleyi* 'Redrock'	Redrock oak
58	*Quercus ilex*	Holly oak
59	*Quercus suber*	Cork oak
60	*Quercus texana*	Texas red oak
61	*Quercus virginiana*	Southern live oak
62	*Quercus vierginina* 'Heritage'	Heritage live oak
63	*Robinia ambigua* 'Idahoensis'	Idaho locust
64	*Robinia ambigua* 'Purple Rose'	Purple robe locust
65	*Sophora japonica*	Japanese pagoda tree
66	*Sophora secundiflora*	Texas mountain laurel
67	*Ulmus parvifolia* 'Sempervirens'	Evergreen elm
68	*Vitex agnus-castus*	Chaste tree
69	*Zizyphus jujuba*	Chinese jujube

MONTECITO TOWN CENTER PLANT PALETTE

SHRUBS

	BOTANICAL NAME	COMMON NAME
1	*Atriplex* species	Saltbush
2	*Baccharis pilularis* 'Twin Peaks'	Dwarf coyote bush
3	*Baccharis sarothroides*	Desert broom
4	*Cassis* species	Cassia and senna
5	*Cotoneaster* species and cultivars	Cotoneaster
6	*Dalea* species	Indigo bush
7	*Encelia farinosa*	Brittlebush
8	*Ericameria laricifolia*	Turpentine bush
9	*Euonymus* species	Euonymus
10	*Fallugia paradoxa*	Apache plume
11	*Feijoa sellowian*	Pineapple guava
12	*Ilex* species	Holly
13	*Juniperus* species	Juniper
14	*Lagerstroemia indica* cultivars	Crape myrtle
15	*Larrea tridentata*	Creosote
16	*Leucophyllum* species and cultivars	Texas ranger
17	*Ligustrum japonicum*	Japanese privet
18	*Ligustrumlucidum*	Glossy privet
19	*Myrtus communis*	Myrtle
20	*Myrtus communis* 'Compactus'	Dwarf myrtle
21	*Nandina domestica* cultivars	Heavenly bamboo
22	*Photinia fraseri*	Fraser's photinia
23	*Pittosporum tobira*	Mock orange
24	*Pittosporum tobira* 'Variegata'	Variegated mock orange
25	*Pittosporum tobira* 'Wheeler's Dwarf'	Dwarf mock orange
26	*Pyracantha* species	Pyracantha
27	*Rhaphiolelpis indica* cultivars	Indian hawthorn
28	*Rhus ovata*	Sugar bush
29	*Simmondsia chinensis*	Jojoba
30	*Tecoma stans angustata*	Yellow bells
31	*Vauquelinia californica*	Arizona rosewood
32	*Viburnum tinus*	Viburnum
33	*Viburnum tinus* 'Compacta'	Dwarf viburnum
34	*Xylosma congestum*	Xylosma

MONTECITO TOWN CENTER PLANT PALETTE

SUBSHRUBS AND GROUND COVERS

	BOTANICAL NAME	COMMON NAME
1	*Abelia grandiflora*	Abelia
2	*Acacia redolens* 'Desert Carpet'	Prostrate acacia
3	*Aptenia cordifolia*	Hearts and flowers
4	*Baccharis* 'Centennial'	Centennial baccharis
5	*Baileya multiradiata*	Desert marigold
6	*Calliandra eriophylla*	Fairy duster
7	*Convolvulus cneorum*	Bush morning glory
8	*Convolvulus mauritanicus*	Ground morning glory
9	*Dietes iridoides*	Fortnight lily
10	*Gazania* species	Gazania
11	*Hemerocallis* species	Daylily
12	*Hymenoxys acaulis*	Angelita daisy
13	*Justicia* species	Justicia
14	*Lantana* species	Lantana
15	*Melampodium leucanthum*	Blackfoot daisy
16	*Osterospermum fruiticosum*	Trailing African daisy
17	*Psilostrophe cooperi*	Paperflower
18	*Rosmarinus officinalis* cultivars	Rosemary
19	*Salvia* species	Sage
20	*Santolina* species	Lavendar cotton
21	*Sphaeralcea ambigua*	Globe mallow
22	*Teucrium* species	Germander
23	*Trachelospermum asiaticum*	Asiatic jasmine
24	*Trachelospermum jasminoides*	Star jasmine
25	*Verbena* species	Verbena
26	*Vinca minor*	Vinca

MONTECITO TOWN CENTER PLANT PALETTE

ACCENTS, CACTI AND SUCCULENTS

	BOTANICAL NAME	COMMON NAME
1	*Agave* species	Agave
2	*Aloe* species	Aloe
3	*Brahea armata*	Mexican blue palm
4	*Caesalpinia*	Bird of paradise
5	*Chamaerops humilis*	Mediterranean fan palm
6	*Dasylirion wheeleri*	Desert spoon
7	*Echinocactus* species	Barrel cactus
8	*Echinocereus* species	Hedgehog cactus
9	*Ferocactus* species	Barrel cactus
10	*Fouquieria splendens*	Ocotillo
11	*Hesperaloe parviflora*	Red yucca
12	*Muhlenbergia* species	Muhley grass
13	*Nolina microcarpa*	Bear grass
14	*Opuntia* species	Prickly pear and cholla
15	*Penstemon* species	Penstemon
16	*Pennisetum setaceum* 'Rubric'	Ruby fountain grass
17	*Trachycarpus fortunei*	Windmill palm
18	*Washingtonia filifera*	California fan palm
19	*Washingtonia robusta*	Mexican fan palm
20	*Washingtonia filifera x robusta*	Hybrid fan palm
21	*Yucca* species	Yucca

VINES

	BOTANICAL NAME	COMMON NAME
1	*Campsis species*	Trumpet creeper
2	*Ficus pumila*	Creeping fig
3	*Gelsemium sempervirens*	Carolina jasimine
4	*Hedera species*	Ivy
5	*Jasminium mesneyi*	Primrose jasmine
6	*Lonicera species*	Honeysuckle
7	*Madfadyena unguis-cati*	Cat's claw
8	*Parthenocissus quinquefolia*	Virginia creeper
9	*Parthenocissus tricuspidata*	Boston ivy
10	*Rosa banksiae*	Bank's rose
11	*Trachelospermum asiaticium*	Asiatic jasmine
12	*Trachelospermum jasminoides*	Star jasmine

MONTECITO TOWN CENTER PLANT PALETTE

PROHIBITED PLANTS

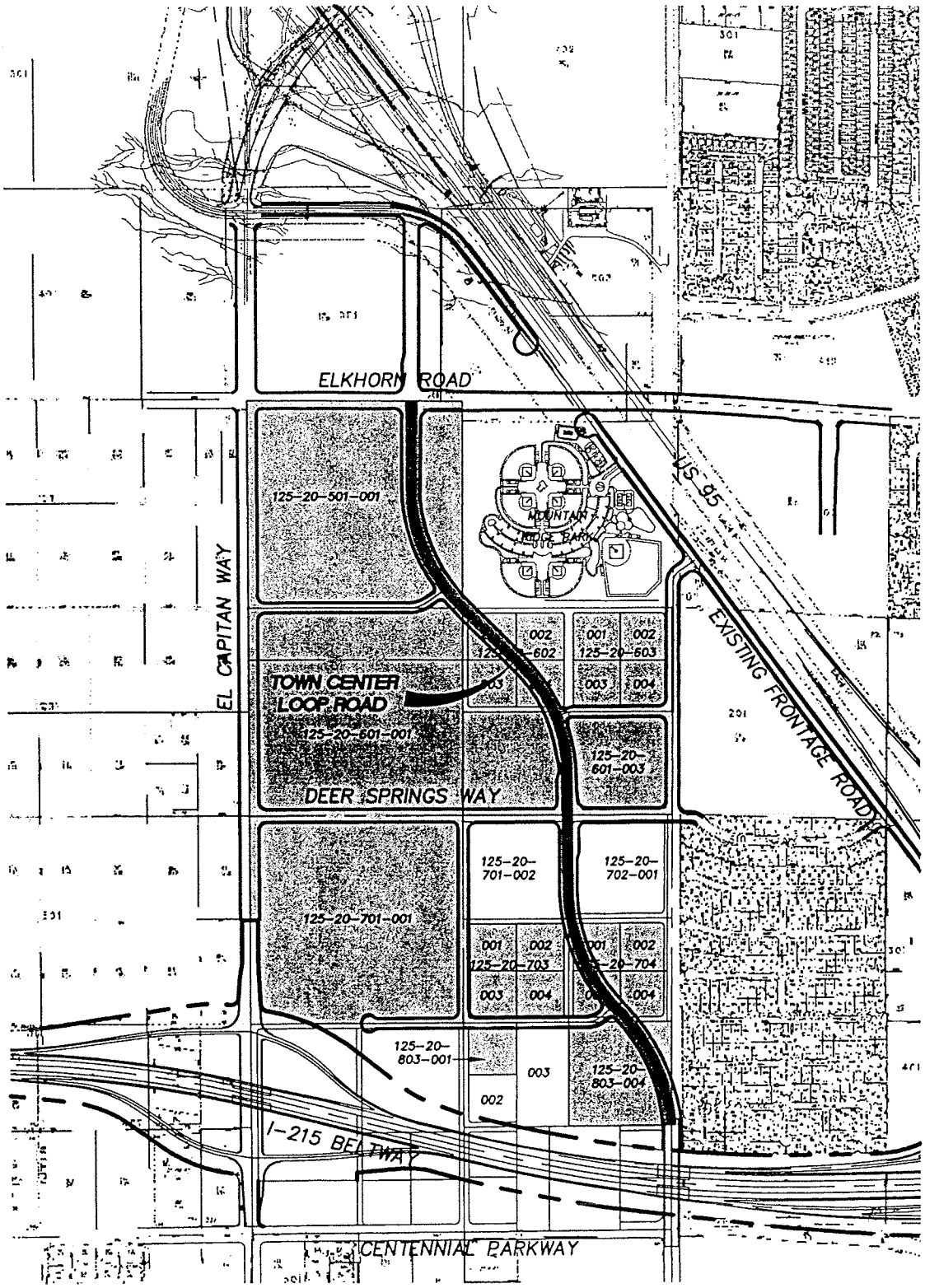
	BOTANICAL NAME	COMMON NAME
1	Cynodon dactylon	Common bermuda
2	Morus alba	Fruitless mulberry
3	Olea europaea	Olive tree
4	Nerium oleander	Oleander

NOTE 1: Each project shall coordinate its plant palette with existing street trees and landscape design concept.

NOTE 2: All other plants not listed on the Montecito Town Center Plant Palette, but which are not expressly prohibited above, will be allowed subject to approval by the City of Las Vegas.

NOTE 3: Not all species or cultivars of each genus listed will be allowed, depending on the suitability of the selected plant, with respect to its use or adaptability.

EXHIBIT "E"
TOWN CENTER LOOP ROAD ALIGNMENT

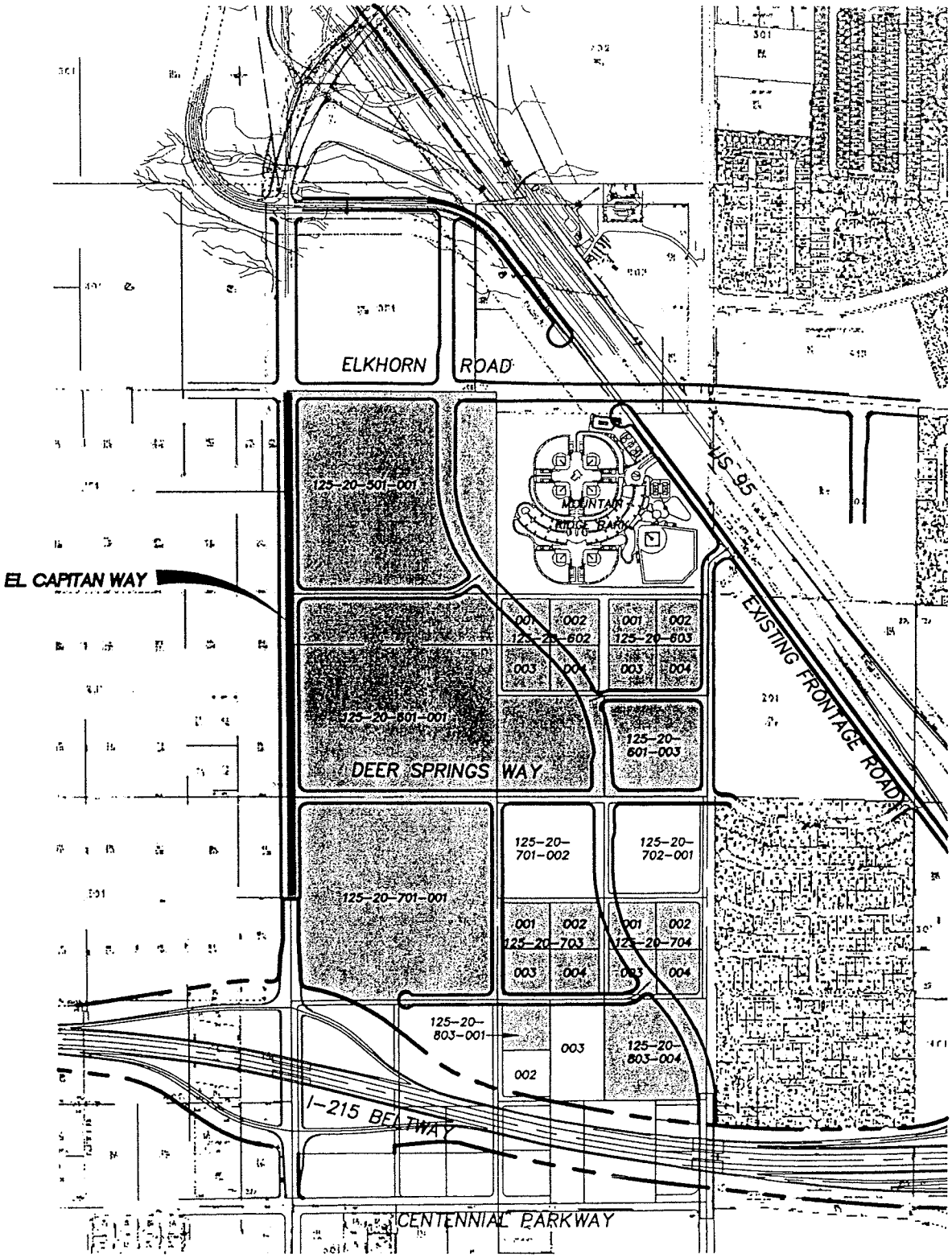


PRIMAS AND ASSOCIATES
CONSULTING ENGINEERS

SCALE 1" = 1000'
NORTH

MONTECITO TOWN CENTER
NOV. 6, 2001

EXHIBIT "F"
EL CAPITAN WAY ALIGNMENT

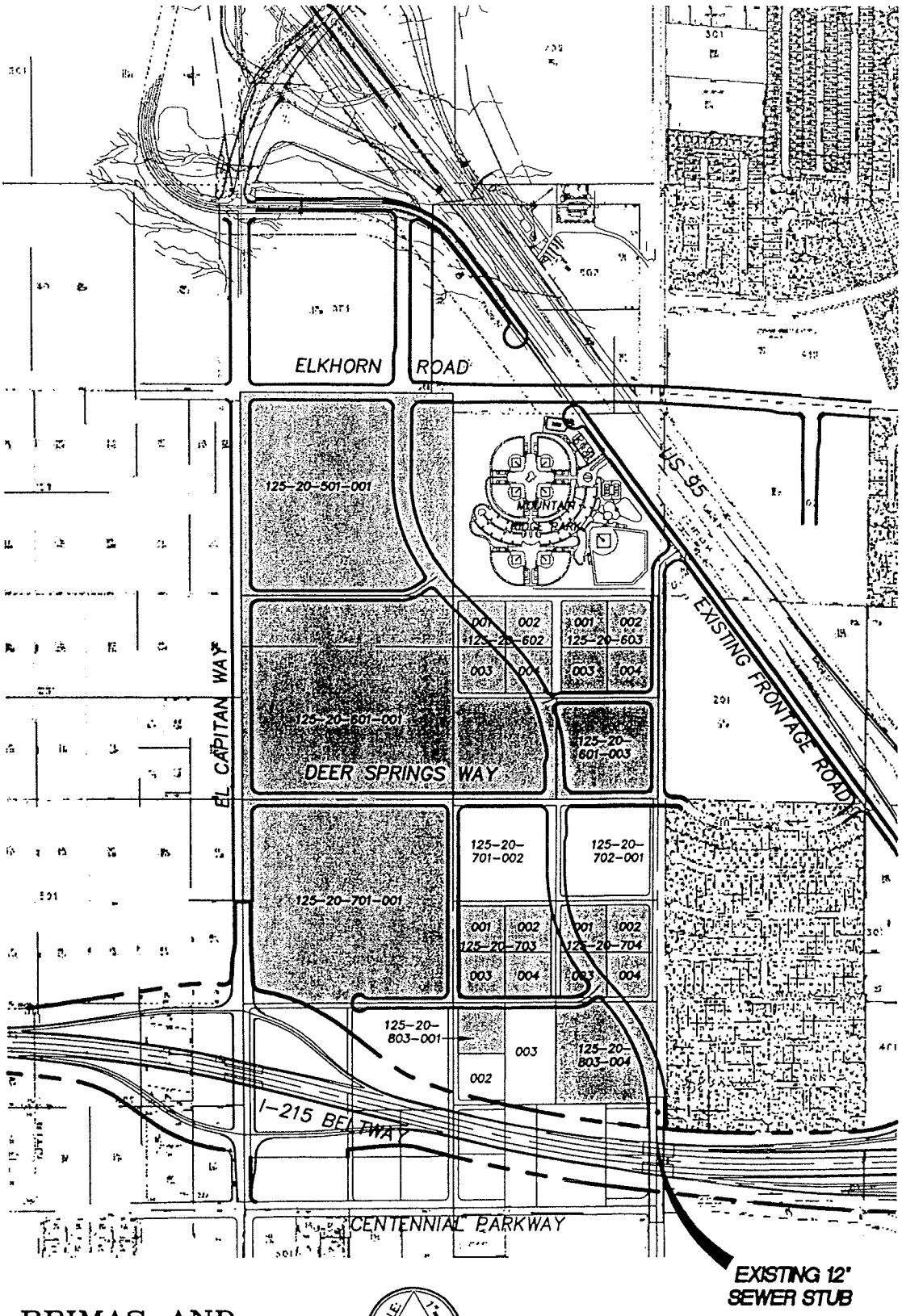


PRIMAS AND ASSOCIATES
CONSULTING ENGINEERS

SCALE 1" = 1000'
NORTH

MONTECITO TOWN CENTER
NOV. 6, 2001

EXHIBIT "G"
PROJECT SEWER LOCATION



PRIMAS AND ASSOCIATES
CONSULTING ENGINEERS

SCALE 1" = 1000'
NORTH

MONTECITO TOWN CENTER
NOV. 6, 2001

EXHIBIT "H" – PAGE 1

MAINTENANCE PLAN

(A) The Plan must be approved by the City pursuant to and in compliance with the Montecito Rules and must contain provisions that outline the proposed standards and level of maintenance to be provided with respect to such improvements. The Plan will include provisions for maintenance of all landscaping and related irrigation systems, including the following landscaped areas, if applicable and part of the applicable project, whether developed or natural:

(1) Common areas;

(2) Parks, trails, and related facilities and equipment;

(3) Drainage easements;

(4) Sight Visibility Restriction Zones, as defined in the Uniform Standard Drawings, Clark County Area;

(5) Any areas of landscaping located within public rights of way which are required by law or by the City approval of the development to be maintained by the association;

(B) Provisions for maintenance of common area lighting and for security walls located within common areas, but excluding any walls located on an individual unit or lot;

(C) Provisions for periodic inspection, maintenance and repair of the improvements described in this Section 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 and look of the improvements as originally intended. Any significant deviation from those standards may be implemented only after consultation with and the approval of the City. The required maintenance and repair shall include without limitation:

(1) Maintenance of all landscaping in a healthy condition, with all grass cut to an appropriate length, all plants and bushes appropriately trimmed and maintained, and diseased or dead portions of landscaping promptly replaced with healthy plant materials.

(2) Repair, maintenance and replacement of facilities and equipment in common areas, including tables, playground equipment, fences, walkways and fountains.

(3) Regular cleaning and maintenance of restrooms.

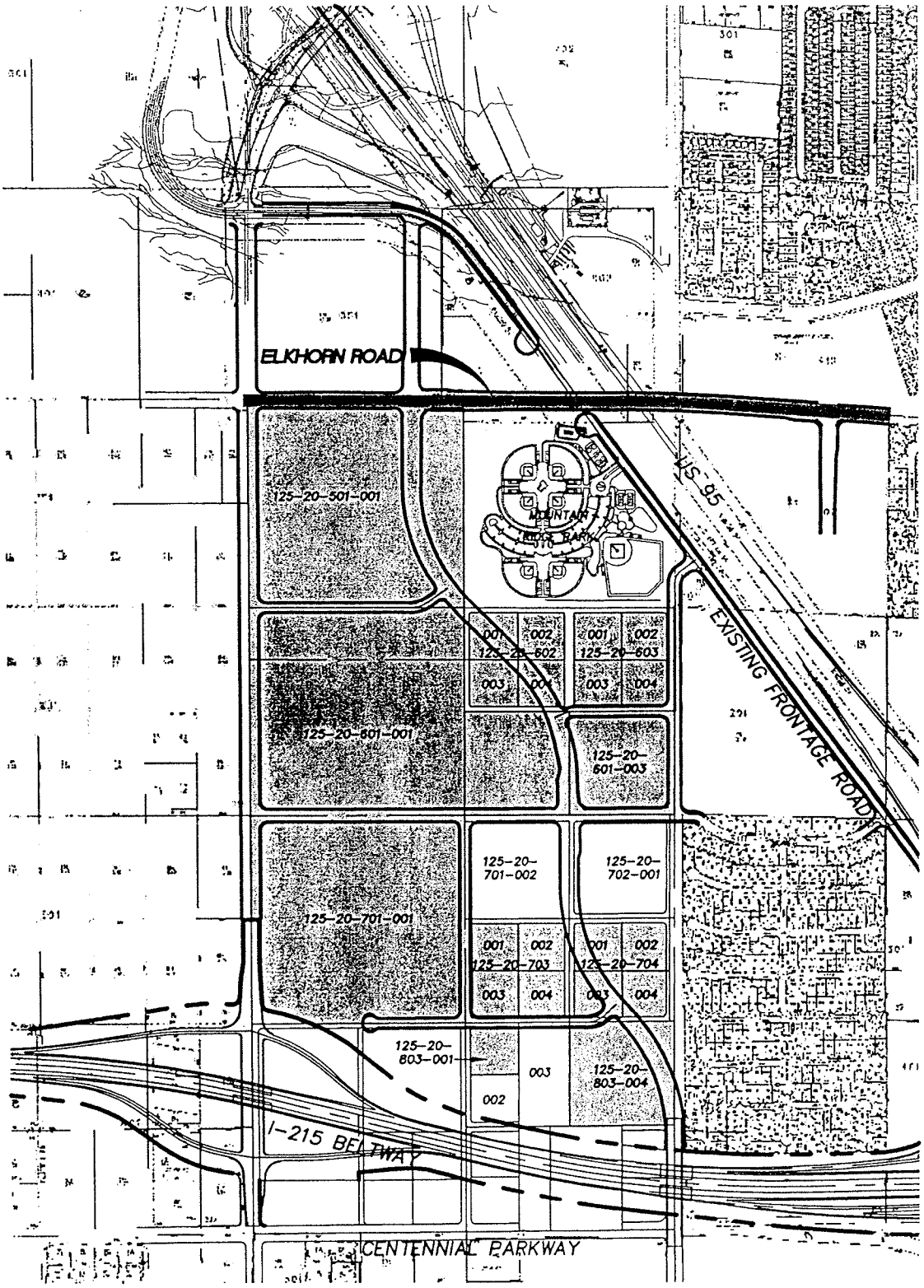
EXHIBIT "H" – PAGE 2

(D) A provision that the plan can be amended by the governing board of the association but only with the written consent of the City.

(E) A provision that, in the event the association 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 land and the individual lots within the subdivision which may be executed upon and which shall have the same priority as liens for real estate taxes.

(F) A provision requiring the posting with the City and maintenance thereafter of a continuing bond, acceptable to the City, to guarantee the payment of all of such maintenance costs for a continuing period of one year from any given date. The requirement for the posting and maintenance of such bond shall be maintained only until the association has the capital reserves to cover such one-year's maintenance.

EXHIBIT "I"
ELKHORN ROAD / U.S. ALIGNMENT



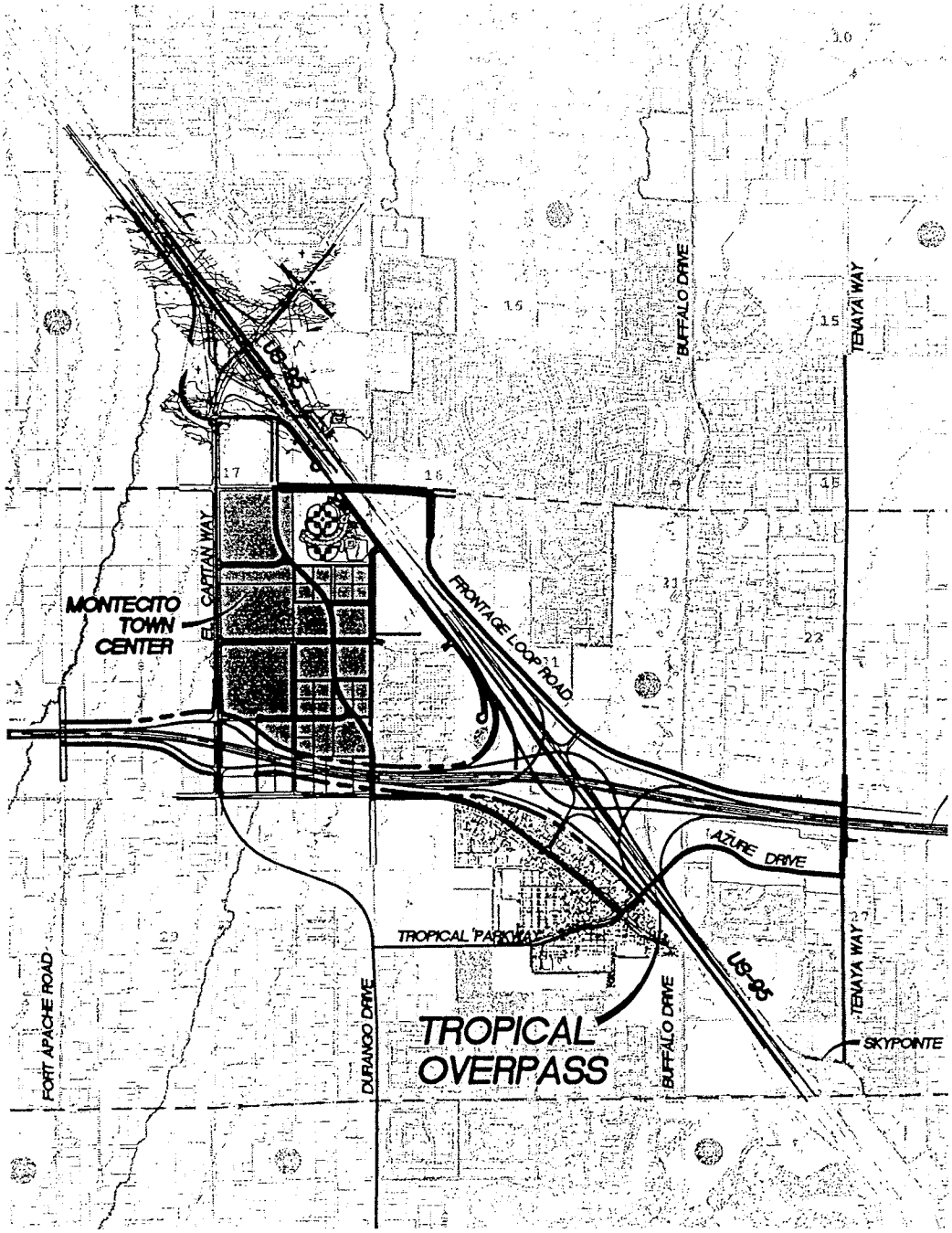
PRIMAS AND ASSOCIATES
CONSULTING ENGINEERS

SCALE: 1" = 1000'
NORTH

MONTECITO TOWN CENTER
NOV. 6, 2001

EXHIBIT "J"

TROPICAL / U.S. 95 ALIGNMENT



PRIMAS AND ASSOCIATES
CONSULTING ENGINEERS

SCALE: 1" = 2000'
NORTH

MONTECITO TOWN CENTER
NOV. 6, 2001

EXHIBIT "K"

FEE SCHEDULE FOR RESIDENTIAL DEVELOPMENT

The amount of fees to be paid by the Developer shall be:

$0.36 per square foot for each residential dwelling unit, up to a maximum of $1000.00 per residential dwelling unit.

CITY OF LAS VEGAS

DEVELOPER SPECIAL IMPROVEMENT DISTRICT GUIDELINES

December 2, 1992

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CITY OF LAS VEGAS
Developer Special Improvement District Guidelines

Under chapter 271 of Nevada Revised Statutes (NRS), the City is authorized to acquire street, sidewalk, water, sewer, curb, gutter, flood control and other publicly owned "infrastructure" improvements that benefit new development by the creation of a special improvement district as specified in NRS 271.265. The purpose of these guidelines is to outline the circumstances under which the City will consider this type of financing for new developments involving one or a small number of private property owners who intend on developing their property for residential, commercial, industrial or other beneficial use.

These guidelines apply to all assessment districts financed under NRS 271.710 through 271.730 and to all other assessment districts which both involve 15 or fewer property owners and involve properties 80% or more of which are unimproved, unless 50% or more of the cost of the project proposed to be funded is being funded from a governmental source other than special assessments or the proceeds of special assessment bonds (e.g., RTC).

The City Council reserves the right, on a case by case basis, to impose additional requirements or waive specific requirements listed herein. Such waived requirements shall be noted in the approval of any petition together with a finding that the deviation from this policy is in the best interest of the City. Additional requirements shall be noted in the approval.

A. Eligible Improvements.

1. Regional Improvements. The City will consider financing only regional infrastructure improvements i.e., regional improvements are those streets, storm drains, water systems, sewer and other utilities which will provide benefit to the entire project. Such projects are those with respect to which the City Council has made a finding of regional benefit which benefit the general area in which the development is located as opposed to improvements which exclusively benefit a particular subdivision. (Only the portion of the total cost that benefits the special improvement district will be assessed.) Thus, an arterial street or highway or major sewers, storm drains and water lines which provide benefit to the entire project and are found to be of general or regional benefit by the council, would be considered for financing.

2. Public Ownership Requirements. Only publicly owned infrastructure is eligible for financing. Privately-owned improvements such as electric, gas, and cable television improvements, streets or roads which are not dedicated to the City, and private portions of other improvements, such as water and sewer service lines from the property lines to the home or other structure are not eligible for financing.

3. Benefit. The improvements proposed to be constructed must benefit the property assessed by an amount at least equal to the amount of the assessment.

4. Subdivision Improvements. The City will not consider financing "subdivision" or "in-tract" improvements, that is, improvements within a subdivision that benefit only the land within a subdivision such as neighborhood streets.

5. Size. Generally, the City will not consider stand alone assessment districts which involve less than $2,500,000.

B. Environmental Matters.

1. A Phase 1 environmental assessment (hazardous waste assessment) on the property to be assessed, property on which the improvements are to be located and on any property to be dedicated to the City, must be provided by the property owner prior to the bonds being issued by the City. The property owner must also provide the City with an indemnification agreement in a form acceptable by and provided by the City, promising to indemnify the City against any and all liability and/or costs associated with any environmental hazards located on property assessed. With respect to abating environmental hazards that are located on property on which improvements financed with the assessment district are proposed to be located or on any property dedicated to the City, the City and the property owner will reach an accord before the bonds are issued. Where the Phase 1 assessment indicates that there may be an environmental hazard on any of the assessed property, the property owner will be required to abate the problem or to post security for environmental clean up costs prior to the City proceeding with the district. The environmental assessment shall be performed by an environmental engineer acceptable to the City.

2. The developer must undertake all steps required by the "Habitat Conservation Plan Compliance Report" or other future federal requirements in the project area and other areas owned by the same developer which are used in connection with the project.

C. Development.

1. Property Owner Experience. The property owner must demonstrate to the City that it has the expertise to develop the property involved in the assessment district. In order to demonstrate its ability to develop, the property owner should furnish the City with the following: (a) its last three years prior audited financial statements, (b) a list of prior development of similar or larger size which the property owner has completed, and (c) a list of references consisting of the names of officials of other political subdivisions in which the property owner has completed similar or larger size developments. The City will accept, in place of financial statements stated in (a) above, a comfort letter from a mutually acceptable CPA firm indicating for the past three (3)

years: (1) that a minimum level of net worth, acceptable to the City, has been maintained; (2) whether or not there have been any material adverse changes in operations; and (3) whether or not there have been any exceptions in the accountant's opinion letter on the property owner's financial statements. If this alternative is utilized, the property owner shall also provide such other financial information as the City and its consultants request.

2. Financing Completion; Equity The property owner must provide the City with its plan for financing the development to completion and advise the City of the amount of equity it has invested in the development.

3. Land Use. The proposed development must be consistent with the City's General Plan. The property owner must demonstrate that it reasonably expects to obtain the required discretionary development permits (e.g. subdivisions) in sufficient time to proceed with the development to completion as proposed. Proper zoning must have been obtained for the development.

4. Water, Sewer, and Other Utilities. The property owner must provide "will serve" or similar letters from the entities providing water, sewer and other utility (e.g. electricity, gas, telephone) services to the development stating that capacity is then in existence and reserved (or otherwise to be made available) for the development in a sufficient quantity for the development to proceed to completion as proposed.

5. Other Permits. The property owner must demonstrate that there are no significant permitting requirements (i.e. permitting requirements which could result in substantial delay or alteration in the project as proposed, e.g., wetlands permits, archeological permits, etc.) applicable to the project or other governmental impediments to development which have not yet been satisfied and which are required to be satisfied for the development to proceed to completion as proposed.

D. Assessment Bonds and Bond Security.

1. Primary Security. The primary security for bonds will be the assessment lien on the land proposed to be assessed. A preliminary title report indicating that the petitioners are the owners of all of the assessed property must accompany the petition. The City may also require title insurance on a case by case basis.

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

3. Appraisal Valuation. The property owner must obtain and provide to the City an appraisal of the property which will be assessed which in the case of the appraised value of the property "as is" (prior to further subdivision and without considering the installation of the improvements) is at least equal to the amount of bonds proposed to be issued, and that the value of the property after the improvements financed with the assessment bonds are installed is at least three (3) times the amount of the bonds proposed to be issued. The appraiser must be acceptable to the City.

4. Additional Security. The property owner must demonstrate to the City that there is not significant financial risk to the City in issuing the bonds. If the City determines that it is not adequately protected by the security that is described in section D. 1, 2, and 3 above, the City can require additional security. This additional security can be satisfied in one or a combination of the following ways:

(a) Providing a source of security that is acceptable to the City Council and the property owner. The determination of the acceptability of the security shall be discussed with the property owner on a case by case basis.

(b) Providing an irrevocable letter of credit drawn on an acceptable bank in a form and an amount and with a term acceptable to the City.

(c) Pledging marketable securities in which form the City is permitted to invest City funds pursuant to Chapters 355 and 356 of NRS and which are acceptable to the City (e.g., U.S. Treasury obligations) and in an amount that is acceptable to the City. The City must obtain the sole first priority security interest in the pledged securities, and those securities must be held by the City or a City agent. Interest paid on the pledged securities, if there is not default in paying the assessment, will be paid to the owner of the securities.

A pro-rata portion of the foregoing additional security will be released with respect to any parcel assessed (1) which has been improved in any manner if the appraised value (as determined by an appraiser acceptable to the City) of the parcel is 5.0 or more times the amount of the unpaid assessment on such parcel or (2) on which a substantial improvement (e.g., a home or commercial building) has been completed if the parcel has a size of one acre or less or (3) to the extent that property is conveyed to one or more third-party property owners, then a proportionate amount of the foregoing additional security shall be released with respect to such conveyed property so long as such conveyed property does not exceed, in the aggregate, thirty percent (30%) of the entire property included within the district; provided, however, that any individual parcel conveyed to each such third-party property owner shall have a minimum value-to-lien ratio of 3:1.

5. Payment of Assessments; Capitalized Interest. The assessments shall be payable over not more than 20 years in substantially equal semiannual installments (excluding variable rate bonds with regard to equal payments) commencing within one year of the levy of assessments. The City will allow not more than two years of interest or the maximum permitted under federal tax laws, whichever is less, to be capitalized.

6. Absorption Study. The property owner must provide the City with funds with which to have an expert to prepare an absorption study. The City and property owners shall mutually agree upon the expert who is to prepare this study illustrating the economic feasibility of the project based upon supply and demand trends and estimated conditions in the market area for the proposed product mix. Provided, however, that if the appraiser of the real property for the project conducts his or her own absorption analysis, such absorption study may be accepted in lieu of this requirement.

7. Floating Rate Bonds. The City will consider applications for floating rate assessment bonds only if those bonds and the assessments underlying those bonds automatically convert to a fixed interest rate at or before the time the initial property owner sells property, regardless of whether the sale is wholesale sale to a merchant builder or a developer or a sale to a potential homeowner. Floating rate bonds must be secured by a letter of credit issued by a bank acceptable to the City.

8. No Pledge of General Fund or Taxing Power. The City will not pledge its general fund or taxing power to bonds.

9. Bond Underwriting Commitment. The property owner must demonstrate to the City and its financial advisor that bonds proposed to be issued for the financing are saleable. Prior to the time the City commences work on the assessment district, the property owner must provide the City with a letter from a reputable underwriter or bond buyer, acceptable to the City, which states that the underwriter has completed a due diligence review of the project and the property owner and believes that the bonds are marketable at an interest rate acceptable to the property owner based on then prevailing market conditions and that it is willing, subject to reasonable conditions precedent, to contract with the City to underwrite the bonds on a best efforts basis, or that the bond buyer has completed a due diligence review of the project and the property owner and intend to acquire the bonds at an interest rate which the bond buyer and property owner agree is acceptable and that it is willing, to contract with the City to so acquire the bonds.

E. Consultants. The City will permit the property owner to chose the consulting engineers and underwriter provided that the entities chosen are acceptable to the City. The City will select the assessment engineer, project management engineer, its financial consultants, bond counsel and bond trustee. The payment of all fees and expenses of these consultants (selected by the City) shall be the responsibility of the property owner; however, these consultants will be responsible to, and will act as consultants to, the City in connection with the district.

F. Expenses. The property owner will be required to pay out of its own pocket all of costs of the project prior to the time bonds are issued, including the costs of consulting engineers, assessment engineers, project management engineers, underwriters, the City's financial consultants, the City's bonds counsel, the cost of preparing the appraisals, absorption study, environmental review and other matters listed above. These items will be eligible for reimbursement from bond proceeds if the bonds are ultimately issued; however, the property owner must agree to pay these costs even if bonds are not issued. At the time of application, the City will provide an estimate for these expenses in order to enable the developer to more precisely anticipate costs associated with the process.

G. Project Acquisition. The City will acquire completed projects after final inspection by the City, an audit by the City assessment engineer and City staff, and acceptance by the City. Alternatively, the City will expend bond proceeds through a City-established progress payment system on uncompleted projects utilizing a construction payment management system. If this alternative is used, performance and payment bonds from a bonding company acceptable to the City, each in an amount at least equal to 100% of the cost of the project, and otherwise in such form as is approved by the Department of Public Works and the City Attorney must be provided to the City and must each indicate that the City is a beneficiary of those bonds. Additional construction security, as determined appropriate by the Department of Public Works and City Attorney, may be required.

H. Cost Overruns. The property owner must agree to fund all project costs which exceed the amount available from the proceeds of the bonds issued for the project. The City will not commit to issue additional bonds or otherwise provide funding for any such cost overruns.

I. Procedure.

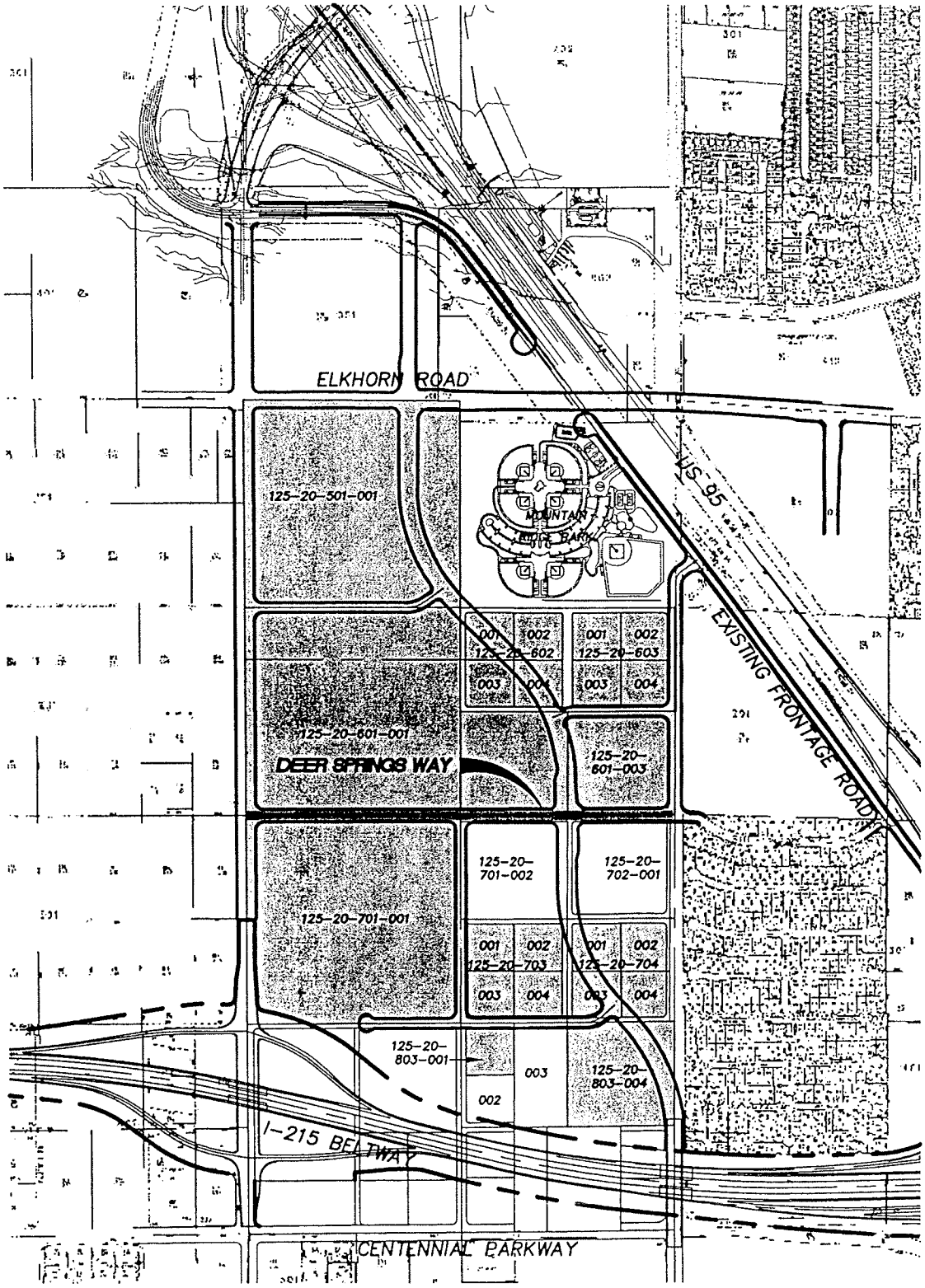
1. Pre-Application Meeting. Initially, the property owner shall schedule a meeting with such representatives of the City as are designated by the City Manager to review the proposed development to discuss whether the development is one which may be eligible for financing under these guidelines.

2. Application. If the property owner decides to proceed after the initial meeting, all owners of record of property in the proposed district must sign a petition for the district and file the petition and an application which contains sufficient information and exhibits to demonstrate that the proposed district will comply with parts A-H of these guidelines. Copies of the petition and application must be filed with the office of the Director of Finance and the office of the Director of Public Works.

3. Council Approval. If after an initial review, the City staff believes the application satisfies parts A-H hereof, an item will be placed on the Council's agenda authorizing negotiations with respect to the proposed project. If this item is approved by the Council, it is anticipated that staff will be authorized to begin negotiating the particulars of the financing with the property owner and other appropriate parties.

4. Security for Costs. Prior to entering negotiations, the property owner must post a letter of credit, surety bond, cash or other acceptable form of security for payment of the costs described in F above in an amount determined by the Director of Finance. The interest on the security will be paid to the developer. The City shall invest such security according to NRS 355 and 356.

EXHIBIT "M"
DEER SPRINGS WAY ALIGNMENT

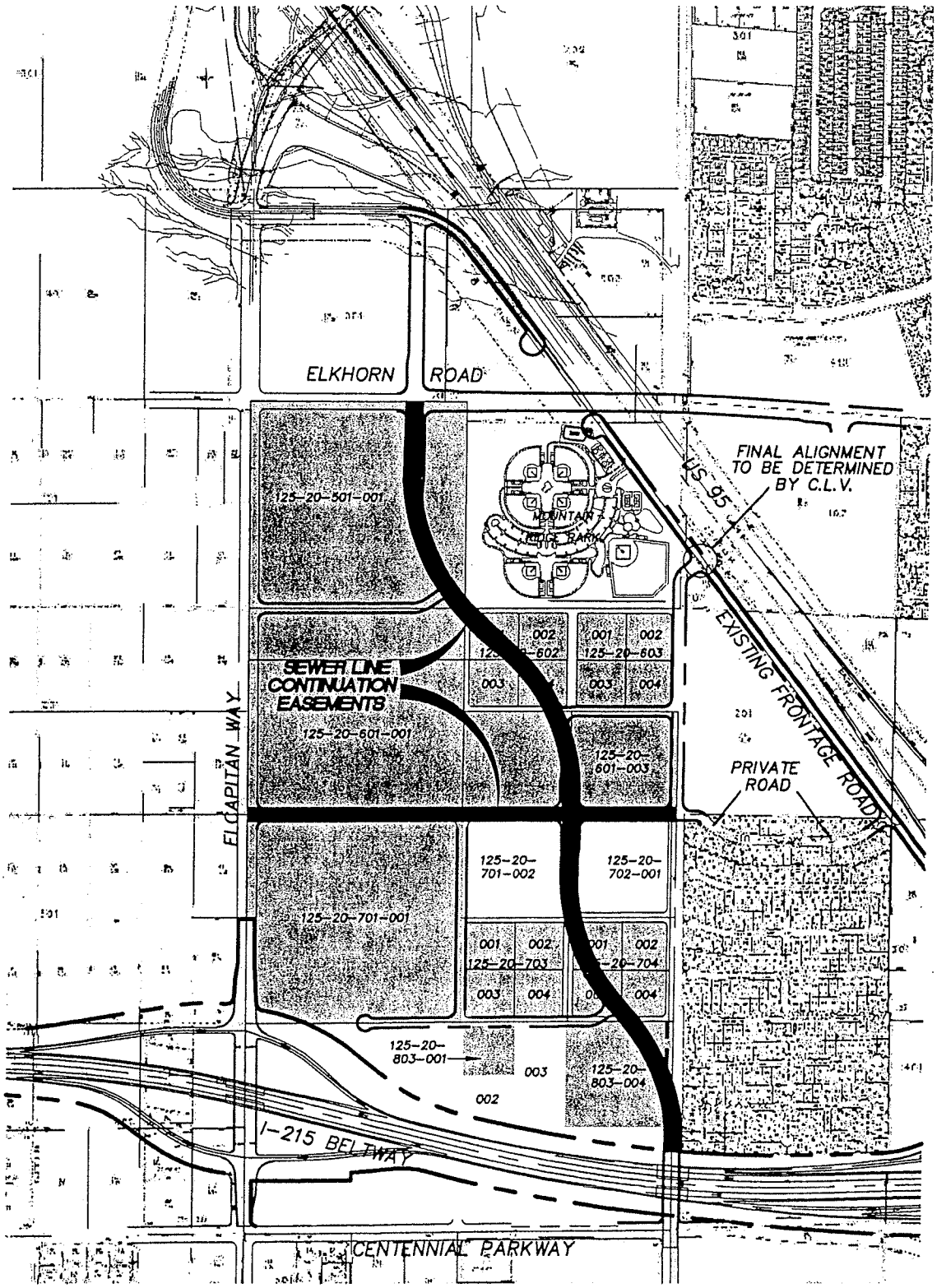


PRIMAS AND ASSOCIATES
CONSULTING ENGINEERS

SCALE: 1" = 1000'
NORTH

MONTECITO TOWN CENTER
NOV. 6, 2001

EXHIBIT "N"
SEWER LINE CONTINUATION EASEMENTS



PRIMAS AND ASSOCIATES
CONSULTING ENGINEERS

SCALE: 1" = 1000'
NORTH

MONTECITO TOWN CENTER
NOV. 6, 2001
REVISED FEB. 19, 2002

EXHIBIT "O" – Page 1

OFFSITE TRAFFIC SIGNAL FEES

Land Use Type	Unit	Cost/Unit
Residential Uses		
Single Family Detached	Dwelling	$ 203.00
Multi-Family	Dwelling	$ 141.00
Mobile Home	Pad	$ 102.00
Adult Cong. Living Facility	Dwelling	$ 46.00
Hotel/Motel	Room	$ 192.00
Elderly Housing - Attached	Dwelling	$ 74.00
Retail/Commercial		
Shopping Center (0 - 99,999 sf)	1000 sf	$ 540.00
Shopping Center (100,000 - 249,999 sf)	1000 sf	$ 445.00
Shopping Center (250,000 - 449,999 sf)	1000 sf	$ 374.00
Shopping Center (500,000+ sf)	1000 sf	$ 285.00
Bank w/ Drive Through	1000 sf	$ 1,483.00
Car Wash, Self Service	Stall	$ 1,157.00
Convenience Store w/ Gas Sales	1000 sf	$ 4,154.00
Golf Course (open to public)	Acre	$ 73.00
Movie Theater without Matinee	1000 sf	$ 959.00
Restaurant, Sit-Down	1000 sf	$ 884.00
Restaurant, Fast Food	1000 sf	$ 2,952.00
Movie Theater w/ Matinee	Screen	$ 1,883.00
Health Club	1000 sf	$ 660.00
Building Materials & Lumber Store	1000 sf	$ 631.00
Free-Standing Discount Superstore	1000 sf	$ 746.00
Specialty Retail	1000 sf	$ 315.00
Free-Standing Discount Store	1000 sf	$ 879.00
Hardware/Paint Store	1000 sf	$ 815.00
Nursery (Garden Center)	1000 sf	$ 573.00
Factory Outlet Store	1000 sf	$ 398.00
Automobile Care Center	1000 sf	$ 577.00
New Car Sales	1000 sf	$ 701.00
Automobile Parts Sales	1000 sf	$ 626.00
Wholesale Tire Store	1000 sf	$ 381.00
Supermarket	1000 sf	$ 849.00
Convenience Store w/o Gas Sales	1000 sf	$ 3,425.00
Discount Club	1000 sf	$ 664.00
Home Improvement Superstore	1000 sf	$ 341.00
Apparel Store	1000 sf	$ 1,055.00
Electronics Superstore	1000 sf	$ 505.00
Pharmacy/Drugstore with Drive-Through	1000 sf	$ 535.00
Furniture Store	1000 sf	$ 44.00
Video Rental Store	1000 sf	$ 1,012.00
Bank w/o Drive Through	1000 sf	$ 931.00

EXHIBIT "O" – Page 2

OFFSITE TRAFFIC SIGNAL FEES

Office/Institutional		
Office, General (0 - 99,999 sf)	1000 sf	$ 346.00
Office, General (100,000+ sf)	1000 sf	$ 252.00
Office, Medical	1000 sf	$ 636.00
Hospital	1000 sf	$ 295.00
Nursing Home	1000 sf	$ 81.00
Church	1000 sf	$ 139.00
Elementary/Sec. School (Private)	1000 sf	$ 190.00
Public Elementary School	Student	$ 15.00
Public Middle School	Student	$ 23.00
Public High School	Student	$ 29.00
Day Care Center	1000 sf	$ 974.00
Cemetery	Acre	$ 88.00
Lodge/Fraternal Organization	Member	$ 5.00
Clinic	1000 sf	$ 615.00
Office Park	1000 sf	$ 253.00
Business Park	1000 sf	$ 283.00
Industrial		
Industrial Park	1000 sf	$ 124.00
Warehouse	1000 sf	$ 88.00
Mini-Warehouse	1000 sf	$ 34.00

The Traffic Signal Fees shall increase on the sixtieth (60th) month after the Effective Date and on every sixtieth (60th) month thereafter by a percentage equal to the percentage increase in the Index (rounded to the nearest one-hundredth (100th)) over the month in which the Effective Date occurs and the month in which the increase occurs, provided, however, that in no event shall any increase exceed twelve percent (12%) of the Traffic Signal Fees payable immediately prior to any increase. Index means the Consumer Price Index, Urban Wage Earners and Clerical Workers for Los Angeles, Anaheim and Riverside Area, all items (1982-1984=100), as published by the Bureau of Labor Statistics of the United States Department of Labor. In the event that the Index is discontinued or is revised to substantially alter the calculations, the City shall select such other government index, which provides substantially the same result as would have been obtained if the Index had not been so discontinued or revised.

EXHIBIT "P"

CITY OF LAS VEGAS PLANNED TRAFFIC SIGNALS

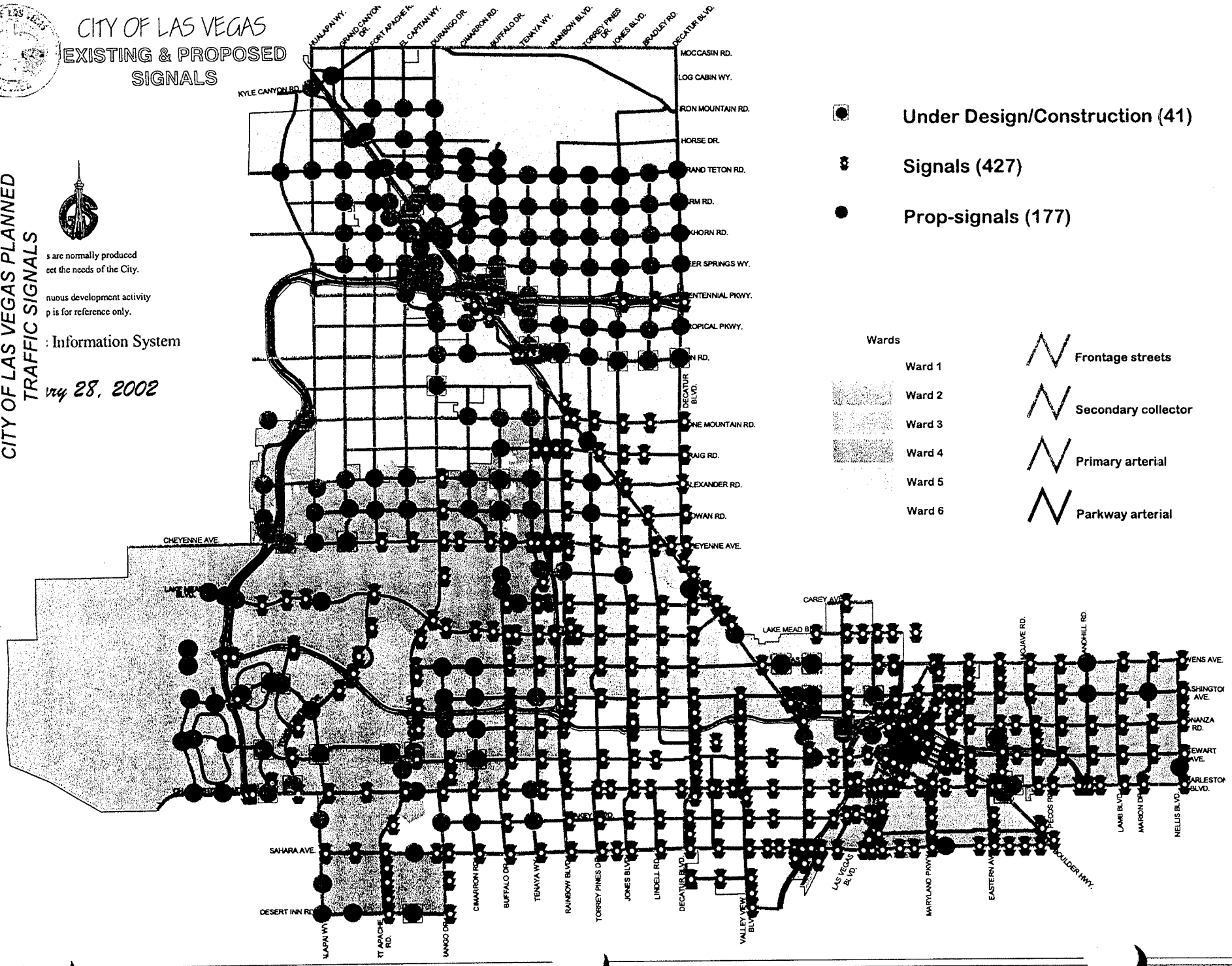
CITY OF LAS VEGAS EXISTING & PROPOSED SIGNALS

s are normally produced
eet the needs of the City.

nuous development activity
p is for reference only.

: Information System

ry 28, 2002



CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

PLANNING & DEVELOPMENT LAS VEGAS

03-01-2002 15:11 SUD 112
BOOK: 20020501 INST: 02542

FEE: 125.00 RPTT: .00
AGREEMENT

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