

BOARD OF REGENTS  
BRIEFING PAPER

**1. AGENDA ITEM TITLE:** Conveyance of 42.82 acres in northwest Las Vegas from the Bureau of Land Management for a campus for the College of Southern Nevada, and approval of the Cooperative Campus Development Agreement with the City of Las Vegas.

**MEETING DATE:** December 1-2, 2016 Board of Regents meeting

**2 BACKGROUND & POLICY CONTEXT OF ISSUE:**

In December of 2014, the National Defense Authorization Act for Fiscal year 2015 (the “Act”) was passed by Congress and signed into law by the President (Pub. L. 113-291 2015). Among other things, the Act authorized the Secretary of the Interior/Bureau of Land Management (“BLM”) to make several conveyances of federal land to NSHE institutions. *See* §3092(h) of the Act, a copy of which is attached as **Exhibit A**. This included authorization to convey approximately 42.82 acres to the Board of Regents for the establishment of a campus for the College of Southern Nevada (“College”) in the northwest area of the City of Las Vegas (“City”) adjacent to the intersection of Durango Dr. and Elkhorn Rd.

The Act required that the College execute a development agreement with the City, and NSHE is required to pay all administrative costs of the conveyance including “the costs of any environmental, wildlife, cultural and historical resource studies” required by the law including those required under the National Environmental Policy Act (“NEPA”) and the Federal Land Policy Management Act (“FLPMA”). In addition, the Act provides that the land must be used for “public purposes” consistent with those allowed under the Recreation and Public Purposes Act (“RP&P”).

The proposed Cooperative Campus Development Agreement (“DA”) with the City of Las Vegas is attached as **Exhibit B**. The DA at page 4 includes a historical summary of the City’s involvement and prior rights to the property to explain why the DA is necessary and appropriate. The DA provides for the College to develop the campus pursuant to the Design Standards and Permitted Uses that are included in it without further City Council approval unless something is proposed that is substantially outside the Design Standards or the Permitted Uses. The DA provides for the development of the campus in an area of the City of Las Vegas that is already built out with residential areas, commercial developments and city infrastructure. The DA also incorporates the separate Design Standards document which was negotiated to provide consistency with the City’s Centennial Hills and Town Center design guidelines, and which have already been used as parameters in the development of the initial northwest campus Master Plan which President Richards present to the Board at its September meeting. These standards address such items as the surrounding streetscapes, on-site/off-site improvements and building standards to ensure aesthetically consistent development.

On April 29, 2016, the BLM issued its Determination of National Environmental Policy Act (“NEPA) Adequacy (a copy of which is attached as **Exhibit C**) for the conveyance finding that the campus plan conforms to the applicable land use plan and that the NEPA

documentation fully covers the conveyance and constitutes BLM's compliance with the requirements of the NEPA. Based thereon, the BLM staff is prepared to issue its internal Memorandum of Conveyance (a copy of which is attached as **Exhibit D**) to the State Director providing the necessary information for the issuance of a patent to the Board of Regents. The property is subject to several typical rights-of-way and encumbrances listed in **Exhibit D** which have been reviewed and taken into account. In addition, as a condition of the conveyance the BLM is requiring the execution of a Memorandum of Agreement ("MOA") that incorporates the statutory restrictions on the property as set forth in the Act. A copy of the MOA is attached as **Exhibit E**. NSHE's Real Estate Office has worked with the BLM and CSN to finalize the agreements and complete the requirements necessary for the conveyance.

The acreage is located in the heart of the Centennial Hills area of the City, which already has hundreds of thousands of residents and continues to experience explosive growth, established commercial establishments supporting the needs of the residents (including, for example, the Centennial Hills Hospital immediately to the south of the proposed campus site), and fully built out infrastructure. The proposed campus site is adjacent to the Regional Transportation Commission's Centennial Hills Park and Ride facility and the exit/on-ramps to U.S. 95. The location provides excellent access opportunities.

After approval of the conveyance by the Board of Regents (as set forth below), the BLM will conduct a final environmental field survey of the property and then issue NSHE a patent conveying fee title to the property subject to the rights-of-way and other reservations set forth in the Memorandum of Conveyance attached as **Exhibit D**.

CSN intends to begin construction of the first building on the property as soon as it can and has already begun to coordinate those efforts with, for example, the Clark County School District to explore sharing of resources and funding.

### **3 SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:**

Based on the above, CSN President Mike Richards requests that the Board: (1) accept the conveyance of 42.82 acres in northwest Las Vegas from the BLM for the benefit of the College of Southern Nevada, (2) authorize the Chancellor to accept and record the patent to the property upon the terms and conditions set forth in the Memorandum of Conveyance (attached as Exhibit D), (3) approve the Cooperative Campus Development Agreement between the City of Las Vegas setting forth the process for the future development of the campus, (4) authorize the Chancellor to execute the Memorandum of Agreement with the BLM, and (5) authorize the Chancellor to execute any ancillary documents necessary to effectuate the conveyance of the property on forms approved by the Vice Chancellor for Legal Affairs.

### **4 IMPETUS (WHY NOW?):**

Congress authorized this conveyance for the benefit of CSN in December of 2014. CSN has been working for over a decade to get rights to the property and finalize a DA with the City.

**5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:**

The establishment of a CSN campus in the Centennial Hills area of Las Vegas will allow CSN to expand educational opportunities into a growing area of Las Vegas. Currently, residents of this area are at least thirty minutes driving-time away from a CSN campus.

**6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:**

There will be capital and operating costs associated with the establishment of a new campus.

**7. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:**

None. Decline to accept the conveyance of the property.

**8. COMPLIANCE WITH BOARD POLICY:**

- Consistent With Current Board Policy: Title #4 Chapter #10 Section #1(9)  
Title#4 Chapter#1 Section#9  
Title#4 Chapter#14 Section#2
- Amends Current Board Policy: Title #\_\_\_\_Chapter #\_\_\_\_Section #\_\_\_\_
- Amends Current Procedures & Guidelines Manual: Chapter #\_\_\_\_Section #\_\_\_\_
- Other:\_\_\_\_\_
- Fiscal Impact: Yes\_\_\_\_\_ No x\_  
Explain: not presently; this is a long term phased project

EXHIBIT A  
TO CSN'S  
BRIEFING MEMO

(h) Conveyance of Land to the Nevada System of Higher Education.--

(1) Definitions.--In this subsection:

(A) Board of regents.--The term ``Board of Regents'' means the Board of Regents of the Nevada System of Higher Education.

(B) Campuses.--The term ``Campuses'' means the Great Basin College, College of Southern Nevada, and University of Las Vegas, Nevada, campuses.

(C) Federal land.--The term ``Federal land'' means--

(i) the 40.92 acres to be conveyed for the College of Southern Nevada, identified as ``Parcel to be Conveyed'', as generally depicted on the map entitled ``College of Southern Nevada Land Conveyance'' and dated June 26, 2012;

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(ii) the approximately 2,085 acres to be conveyed for the University of Nevada, Las Vegas, identified as ``UNLV North Campus'', as generally depicted on the map entitled ``North Las Vegas Valley Overview'' and dated November 5, 2013; and

(iii) the approximately 285 acres to be conveyed for the Great Basin College, identified as ``Parcel to be Conveyed'', as generally depicted on the map entitled ``College of Southern Nevada Land Conveyance'' and dated June 26, 2012.

(D) Secretary.--The term ``Secretary'' means the Secretary of the Interior.

(E) State.--The term ``State'' means the State of Nevada.

(F) System.--The term ``System'' means the Nevada System of Higher Education.

(2) Conveyances of federal land to system.--

(A) Conveyances.--Notwithstanding section 202 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1712) and section 1(c) of the Act of June 14, 1926 (commonly known as the ``Recreation and Public Purposes Act'') (43 U.S.C. 869(c)), and subject to all valid existing rights and such terms and conditions as the Secretary determines to be necessary, the Secretary shall--

(i) not later than 180 days after the date of enactment of this section, convey to the System, without consideration, all right, title, and

interest of the United States in and to--

(I) the Federal land identified on the map entitled ``Great Basin College Land Conveyance'' and dated June 26, 2012, for the Great Basin College; and

(II) the Federal land identified on the map entitled ``College of Southern Nevada Land Conveyance'' and dated June 26, 2012, for the College of Southern Nevada, subject to the requirement that, as a precondition of the conveyance, the Board of Regents shall, by mutual assent, enter into a binding development agreement with the City of Las Vegas that--

(aa) provides for the orderly development of the Federal land to be conveyed under this item; and

(bb) complies with State law; and

(ii) convey to the System, without consideration, all right, title, and interest of the United States in and to the Federal land identified on the map entitled ``North Las Vegas Valley Overview'' and dated November 5, 2013, for the University of Nevada, Las Vegas, if the area identified as ``Potential Utility Schedule'' on the map is reserved for use for a potential 400-foot-wide utility corridor of certain rights-of-way for transportation and public utilities.

(B) Conditions.--

(i) In general.--As a condition of the conveyance under subparagraph (A), the Board of Regents shall agree in writing--

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(I) to pay any administrative costs associated with the conveyance, including the costs of any environmental, wildlife, cultural, or historical resources studies;

(II) to use the Federal land conveyed for educational and recreational purposes; and

(III) to release and indemnify the United States from any claims or liabilities that may arise from uses carried out on the Federal land on or before the date of enactment of this section by the United States or any person.

(ii) Agreement with Nellis Air Force Base.--

(I) In general.--The Federal land conveyed to the System under subparagraph (A)(ii) shall be used in accordance with the agreement entitled

the ``Cooperative Interlocal Agreement between the Board of Regents of the Nevada System of Higher Education, on Behalf of the University of Nevada, Las Vegas, and the 99th Air Base Wing, Nellis Air Force Base, Nevada'' and dated June 19, 2009.

(II) Modifications.--Any modifications to the agreement described in subclause (I) or any related master plan shall require the mutual assent of the parties to the agreement.

(III) Limitation.--In no case shall the use of the Federal land conveyed under subparagraph (A)(ii) compromise the national security mission or navigation rights of Nellis Air Force Base.

(C) Use of federal land.--The System may use the Federal land conveyed under subparagraph (A) for any public purposes consistent with uses allowed under the Act of June 14, 1926 (commonly known as the ``Recreation and Public Purposes Act'') (43 U.S.C. 869 et seq.).

(D) Reversion.--

(i) In general.--If the Federal land or any portion of the Federal land conveyed under subparagraph (A) ceases to be used for the System, the Federal land, or any portion of the Federal land shall, at the discretion of the Secretary, revert to the United States.

(ii) University of Nevada, Las Vegas.--If the System fails to complete the first building or show progression toward development of the University of Nevada, Las Vegas campus on the applicable parcels of Federal land by the date that is 50 years after the date of receipt of certification of acceptable remediation of environmental conditions, the parcels of the Federal land described in paragraph (1)(C)(ii) shall, at the discretion of the Secretary, revert to the United States.

(iii) College of Southern Nevada.--If the System fails to complete the first building or show progression toward development of the College of Southern Nevada campus on the applicable parcels of Federal land by the date that is 12 years after the date of conveyance of the applicable parcels of Federal land to the College of Southern Nevada, the parcels of the Federal land described in paragraph (1)(C)(i) shall, at the discretion of the Secretary, revert to the United States

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**EXHIBIT B  
TO CSN'S  
BRIEFING MEMO**

APN's:

125-17-401-006

125-17-801-004

**COOPERATIVE CAMPUS DEVELOPMENT AGREEMENT**

**BETWEEN**

**THE CITY OF LAS VEGAS**

**AND**

**THE BOARD OF REGENTS  
OF THE NEVADA SYSTEM OF HIGHER EDUCATION  
ON BEHALF OF  
THE COLLEGE OF SOUTHERN NEVADA**

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## COOPERATIVE CAMPUS DEVELOPMENT AGREEMENT

This Cooperative Campus Development Agreement (“**Agreement**”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Las Vegas (“**City**”), a political subdivision of the State of Nevada, and the Board of Regents of the Nevada System of Higher Education (“**NSHE**”), a constitutional entity of the State of Nevada, on behalf of the College of Southern Nevada (“**CSN**” or “**College**”). The City and NSHE may be referred to individually as a “**Party**” or collectively as the “**Parties**.”

### RECITALS

- A. The College desires to build a campus on approximately 40.92 acres of land located within the corporate boundaries of the City of Las Vegas as described in **Exhibit A** (the “**Property**”). The Property is currently owned by the United States of America and is managed by the Department of Interior, Bureau of Land Management (“**BLM**”).
- B. The Property was originally leased by the BLM to the City in 2001 pursuant to the provisions of the Recreation and Public Purpose Act (43 U.S.C. §869, as amended) and the terms of a lease referenced as N-61839-01 (the “**RP&P Lease**”). The original intention for the RP&P Lease was to develop the Property as a regional park.
- C. In April of 2006 the City and College entered into a Memorandum of Understanding that called for the Property to be used and developed as the northwest regional campus of CSN through transfer or relinquishment of the RP&P Lease.
- D. In February of 2010 the Parties entered into a Development Agreement related to the Property. The Development Agreement was entered into in contemplation, and as a condition of, the City’s agreement to relinquish or transfer the RP&P Lease to NSHE on behalf of the College.
- E. On December 19, 2014, Congress passed, and the President subsequently signed into law the Carl Levin and Howard P. “Buck” McKeon National Defense Authorization Act for Fiscal Year 2015 (Pub L. 113-291 2015) which includes “Section 3092. Miscellaneous Issues Related to Las Vegas Public Land and Tule Springs Fossil Beds National Monument Act”, which in Section (h) delineates a transfer of the Site to the College for the express purpose of construction of the Northwest Campus by the College (“**Federal Legislation**”). The Federal Legislation indicates at Section (h)(2)(A(i)(II), that:
- “as a precondition of the conveyance, the Board of Regents shall, by mutual assent, enter into a binding development agreement with the City of Las Vegas that provides for the orderly development of the Federal land to be conveyed under this subclause; and complies with State law.”
- F. This Agreement is intended to comply with the above condition, provide for the orderly development of the Property, outline the public infrastructure necessary to develop and sustain

the campus, and further the mutual interests of the Parties in the successful development of the Property.

G. The City desires to enter into this Agreement in order 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 the orderly development of the College's northwest regional campus ("Northwest Campus"), 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 Site as proposed by College, the City will receive needed educational facilities and opportunities, jobs, sales and other tax revenues, 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 agreeing to the use and development of the Site by the College.

H. 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, College will receive reasonable assurances that it may develop the Northwest Campus in accordance with this Agreement. Because of the nature of the Northwest Campus and the many constituents that it will serve while also balancing its development with the other needs of NSHE and College, the development of the Northwest Campus will take a long period of time to fully complete. The College's decision to commence development of the Northwest Campus is based on expectations of proceeding with the Northwest Campus to completion;

I. In the absence of this Agreement, the College believes it would have no assurance that it could complete the Northwest Campus 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 Northwest Campus at a point short of total build out, (ii) reduce the scope of the Northwest Campus, (iii) defer or delay completion of the Northwest Campus, or (iv) apply new rules or requirements in such a manner as to significantly increase the cost of the Northwest Campus or to otherwise burden its development. The burden of interest carrying costs, the difficulty of obtaining financing or funding, 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 the College from making a long-term commitment to the development of the Northwest Campus. In addition, the cost of certain improvements to be constructed by the College will be substantial and may not match the timing of the revenue or appropriations associated with the Northwest Campus which is a necessary element of the overall provision of educational opportunities. Accordingly, the College cannot prudently commence the development of the Northwest Campus without reasonable assurance from the City that it will be able to complete the Northwest Campus;

J. A unique process for the development of the Property is necessary. The Parties understand and appreciate that NSHE is a constitutional entity of the State of Nevada with sovereign authority over the development and operation of the Site, and the Parties also understand that the Las Vegas City Council believes it is important to understand the design and development of the site and provide necessary oversight to ensure that the Northwest Campus is in conformance with the Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan, and harmonious with the Town Center Special Area Plan. The Parties are aware of the provisions of NRS 341, which governs the State Public Works Division, and the Parties understand that the State Public Works Division has final authority to approve and inspect all development of state-owned buildings within Nevada, such as the Northwest Campus. The Parties agree that this Agreement is not meant under any circumstance to circumvent the authority of the State Public Works Division, but the Parties have concluded that this negotiated arms-length Agreement is in the best interest of the residents living near the Site, and is meant to complement the actions of the State Public Works Division by permitting NSHE to work cooperatively with the City and its residents by presenting its development plans to the City prior to submission to the State Public Works Division in conformance with this Agreement, and to design and construct its Northwest Campus in accordance with the land uses and development standards approved herein.

K. The Parties are authorized to enter into this Agreement pursuant to certain express and inherent powers granted to them and the provisions of Chapter 277 and 278 of the Nevada Revised Statutes.

NOW THEREFORE, the Parties agree as follows:

## **SECTION ONE DEFINITIONS**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the meanings set forth below:

**"Agreement"** means this Cooperative Campus Development Agreement and all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

**"Applicable Rules"** means and refers to:

- a) The Code, in effect on the Effective Date of this Agreement;
- b) This Agreement;
- c) The Northwest Campus Design Standards attached to and by the reference included in this Agreement as **Exhibit C**; and
- d) The Building Codes;
- e) The term does not include:
  - i. Any ordinances, laws, policies, regulations or procedures adopted by the City subsequent to the Effective Date of this Agreement, unless such ordinances, laws, policies, regulations or procedures are adopted as provided in Section 2.02;

- ii. Any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or
- iii. Any applicable state or federal law or regulation.

**"Building Codes"** means the applicable Building Codes and Fire Codes, or other codes, to the extent adopted by the State Public Works Division and subject to any modifications that are adopted by the State Public Works Division.

**"City"** means the City of Las Vegas, together with its successors and assigns.

**"City Council"** means the Las Vegas City Council.

**"Code"** means the Las Vegas Municipal Code, including all ordinances, rules, regulations, standards, criteria, manuals and other references adopted therein or pursuant thereto.

**"Effective Date"** means the date this Agreement is approved by the City Council following approval and execution thereof by the Board of Regents of NSHE. Following approval by the City Council, the Agreement shall be executed by the Mayor of the City but the date of such execution shall not affect the Effective Date, and the City Clerk shall enter the Effective Date in the first paragraph above. The Effective Date shall be the date the Agreement is fully binding and effective upon the parties, which is the date upon which this Agreement is recorded as provided by Nevada law. The City shall take the necessary steps to approve the Agreement by ordinance and record the Agreement.

**"Development Submission"** means a submission by the College of a site plan, development application, use permit or other document related to the entitlement, development and construction of any improvements or buildings on the Property submitted to the City.

**"Geotechnical Report"** means a comprehensive geotechnical report for off-site improvements plans in the public right-of-way prepared under the direction of and stamped by a Nevada-based professional geotechnical engineer. The substance of the Geotechnical Report shall be determined, reviewed and approved by the Director of Public Works.

**"Grading Plan,"** means a detailed plan showing contours and grade elevations to a level of detail sufficient to support construction drawings, in accordance with the Clark County Regional Flood Control District (CCRFCD) Hydrologic Criteria and Drainage Design Manual.

**"LVMPD"** means the Las Vegas Metropolitan Police Department.

**"Major Roadways"** means the streets which the College is obligated to construct as determined by the Master Traffic Study. Major Roadways include the street, gutter, curb, sidewalk, streetlights, traffic control devices, landscaping and/or amenity zones, storm drains, sewer facilities, trails, and all necessary appurtenances as required by the Northwest Campus Design Standards and this Agreement.

**"Master Drainage Study"** means a comprehensive hydrologic and hydraulic study prepared under the direction of and stamped by a Nevada-based professional engineer. The Master Drainage



Study shall be prepared in accordance with the (CCRFCD) Hydraulic Criteria and Drainage Design Manual. As this development impacts downstream property within the jurisdiction of the City of Las Vegas, the study and the assumptions and techniques for modeling storm water run-off and its impacts shall be approved by the City's Director of Public Works, in addition to any review by the State Department of Public Works prior to any construction of improvements upon the Site.

**"Master Studies"** means the Master Traffic Study, the Master Drainage Study, Master Sanitary Sewer Study and the Geotechnical Report.

**"Master Sanitary Sewer Study"** means a comprehensive study, including any updates, of existing and planned public sewer infrastructure capacity serving the Site, and associated analysis of how development of the Site will utilize such capacity. The analysis shall address all public sewer requirements, both on and off-site, and shall address any mitigation necessary to sustain proposed development.

**"Master Traffic Study"** means a comprehensive transportation study prepared under the direction of and stamped by a Nevada-based professional traffic engineer. The Master Traffic Study shall comply with the Traffic Impact Analysis Guidelines contained in the RTC Policies and Procedures document, as well as the requirements of the City Traffic Engineer. The Master Traffic Study must also address pedestrian circulation and roadway crossings, and on-site traffic circulation as it impacts the Public ROW. As this development impacts the jurisdiction of City of Las Vegas, the assumptions and techniques for modeling traffic and its impacts shall be approved by the City's Director of Public Works, in addition to any review by the State Department of Public Works prior to any construction of improvements upon the Site.

**"NRS"** means the Nevada Revised Statutes, as amended from time to time.

**"Off-Premise Sign"** means any sign which advertises products or services which are not sold on the premises upon which the sign is constructed. Such sign is considered a specific land use, rather than an incidental use to another existing land use. Owners of Off-Premise Signs generally receive consideration for the use of such sign, as compared to on-premise signs which do not produce consideration for the owner, but is incidental to another land use. Off-Premise Signs are commonly and generally referred to as "billboards."

**"Off-Site Improvements"** means infrastructure improvements located outside of the Site boundaries.

**"On-Site Improvements,"** means infrastructure improvements located within the Site boundaries.

**"Planning Department"** means the City's Department of Planning.

**"Planning Director"** means the Director of the City's Department of Planning.

**"Public Works Director"** or **"Director of Public Works"** means the Director of the City's Department of Public Works.

"RTC" means the Regional Transportation Commission of Southern Nevada.

"Site" has the same meaning as the term "Property" and means that certain 40.92± gross acres of unimproved real property, as further described in Exhibit A.

"Term" means the term of this Agreement.

## SECTION TWO APPLICABLE RULES AND CONFLICTING LAWS

- 2.1. Development consistent with Applicable Rules. The Site shall be developed in accordance with the terms and conditions of the Applicable Rules. The City and the NSHE agree that the College will be permitted to and shall carry out and complete development of the Site in accordance with the uses, densities and provisions as set forth by the Applicable Rules.
- 2.2. Application of Subsequently Enacted Rules by the City. Except as provided herein or as mutually agreed by the Parties, the City shall not (i) amend, alter or change any Applicable Rule as applied to the development of the Site, (ii) apply a new rule, regulation, resolution, policy or ordinance to the development of the Site. In addition, the parties agree that:
  - (a) The development of the Site shall be subject to the Building Codes in effect at the time of issuance of the permit by the State Public Works Division to construct any building or structure.
  - (b) The application of a new rule, regulation, resolution, policy or ordinance to the development of the Site is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents.
  - (c) Nothing in this Agreement shall preclude the application to the Site of new or changed rules, regulations, policies, resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 2.04 of this Agreement are applicable.
  - (d) Should the City adopt or amend rules, regulations, policies, resolutions or ordinances and apply such rules to the development of the Site, other than pursuant to one of the above subparagraphs 2.02(b) or 2.02(c), the College shall have the option, in its sole discretion, of accepting such new or amended rules by the giving of written notice of such acceptance. City and the College shall subsequently execute an amendment to this Agreement evidencing the College's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.
- 2.3. Application of New Fees. To the extent any such fees are applicable, notwithstanding subparagraph 2.02, above, the City may increase cost-based processing fees, Entitlement Request processing fees, inspection fees, plan review fees, facility fees, sewer connection fees, or traffic signal impact fees that are typical or uniformly applied to all development in the City.

- 2.4. Conflicting Federal or State Rules. In the event that any federal or state laws or regulations enacted after the Effective Date prevent or preclude compliance by City or College with one or more provisions of this Agreement or require changes to any approval given, 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, rule, 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) calendar 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, rule, regulation or policy.
- 2.5. Conveyance of the Site. NSHE may not commence work on the Site until it obtains fee title to the Site and is in compliance with the terms of this Agreement.

### **SECTION THREE PLANNING AND DEVELOPMENT OF THE SITE**

- 3.1. Planned Site. One of the primary objectives of the Parties is that development of the Site be undertaken in an organized fashion so as to ensure a well-integrated campus that is based on the design concepts of sustainable development with a mix of educational, educational office, and commercial uses providing services to the campus, its students and employees. The concept of the Site is to combine a college campus and supportive services in an academic urban village. The Site will provide a learning environment that attracts students, faculty, community and business partners and that incorporates appropriate opportunities to support the traditional college experience. Commercial, for profit activities may be carried out along with non-profit public services. A substantial percentage of the College's students study health sciences, applied sciences and technology, and other areas leading directly in a relatively short period of time to the workplace. One of the objectives of this concept is to provide student services in a highly accessible one-stop storefront environment for education, culture and associated services for the benefit of the citizens of Las Vegas. NSHE recognizes the significant planning and development that many entities, including the City, have undertaken to develop the northwest area of the City, of which the Northwest Campus will be a significant contributing part.
- 3.2. Time for Construction and Completion of the Site. The Parties acknowledge and agree that it is in their respective best interests that development of the Site be accomplished to best support NSHE's objectives and purposes. In light of this mutual objective, and subject to the terms of the Applicable Rules, the College shall commence construction upon at least one educational building within eight (8) years of the transfer of the Site to NSHE from the United States of America. In addition, the College will use its best efforts to obtain planning funds for the construction of the initial building on the Site, and has requested

such funds as part of NSHE's Capital Improvements Budget for the 79<sup>th</sup> (2017) Session of the Nevada Legislature. The City acknowledges that build-out of the entire Northwest Campus is anticipated to take many years and is subject to a variety of factors, including the availability of funding.

33. Permitted Uses, Density and Height. The parties agree that the maximum height and size of structures to be constructed on the Site, and the permitted uses of the land within the Site, shall be as follows.

(a) Maximum Height of Structures. The maximum height of structures within the Site shall conform to the Northwest Campus Design Standards (Exhibit C). The College further agrees to comply with the 3: 1 residential adjacency height setback ratio for buildings or other structures constructed on the western edge of the Site immediately adjacent to the existing residential area.

(b) Maximum Square Footage of Commercial Space. The maximum square footage of commercial space on the Site shall be up to 475,000 square feet.

(c) Square Footage for Educational Uses. There shall be no maximum square footage for educational uses. The Parties agree and acknowledge that the primary purpose of the Site is to provide educational opportunities including all ancillary uses such as faculty and administrative offices to achieve the educational purposes.

(d) Land Uses. The Parties agree that the permissible land uses within the Site are defined by this Agreement and more particularly described in **Exhibit B** which specifically delineates permitted uses, conditional uses and special uses within the Site. If this Agreement is silent as to any particular proposed land use, and such particular land use is not specifically prohibited by this Agreement, the City shall refer to the Town Center Development Standards Manual and Chapter 19 of the Code to determine whether such proposed use is prohibited, permitted, a conditional use or a special use for entitlement purposes.

(e) The following uses within the Site are specifically prohibited: (i) Off-Premises Signs (billboards); (ii) cemeteries, (iii) gravel pits and open mining, (iv) sexually oriented businesses, and (v) marijuana establishments of any and every kind, whether medicinal or recreational (if allowed pursuant to state law in the future). Such prohibition regarding marijuana establishments includes any laboratories for the study or testing of marijuana, tetrahydrocannabinol (THC) or any other active or inactive substance derived from the plant commonly known as marijuana or by its scientific name, *Cannabis sativa L.*

34. Use of the Property. The Federal Legislation authorizes conveyance of the Site to NSHE specifically for educational and recreational purposes and for public purposes consistent with uses allowed under the Recreation and Public Purposes Act (42 U.S.C. 869 et seq.). NSHE may grant other less-than-fee interests in the Site (including, without limitation, leases, easements and licenses) and the granting of such interests shall not constitute a violation of this section or otherwise violate any term or condition of this Agreement.

NSHE acknowledges that any party to which NSHE grants a less-than-fee interest is subject to all terms, conditions, obligations and limitations provided by this Agreement, and such person or entity is subject to the City's jurisdiction. NSHE agrees to provide notification to such other persons or entities of this Section 3.04 in any lease, license, easement or any other documentation of a less-than-fee interest executed by and between NSHE or the College and another person or entity.

35. Building Official - State Public Works Division. NRS Chapter 341 authorizes the State Public Works Division to provide the following services (collectively the "Development Services") for NSHE projects: (i) technical review of all plans and specifications, (ii) design, engineering and other construction services, (iii) Code and technical inspections, and (iv) issuance of building permits and certificates of occupancy, except for review and approval of Master Traffic Study and Master Drainage Study, both of which will be reviewed and approved by both the City Director of Public Works and the State Public Works Board as such studies are meant to mitigate onsite and off-site impacts caused by the development of the Site. Thus, except as otherwise provided in this Agreement, the State Public Works Division will serve as the "building official" and provide all Development Services for buildings and improvements planned and constructed on the Site. NSHE acknowledges that it must submit all plans for Development Services for off-site improvements and any other improvements through the City's development review processes as described in this Agreement.
36. Required Zoning and Master Plan Entitlement for Site. The Parties acknowledge and agree that the Site is currently master-planned and zoned Town Center, and designated on the Town Center Special Area Plan as PF-TC (Public Facilities-Town Center). The Parties further acknowledge that the unique circumstance of developing the Site as a college campus means that other uses not traditionally allowed on PF property will be permitted on the Site in accordance with Exhibit B, to this Agreement and the Town Center Development Standards Manual for non-specified uses as provided by 3.03(e), above.
37. Approval Required for Certain Development Proposals. Notwithstanding any other term or provision of this Agreement, the Parties agree that the following proposals related to the development and construction of buildings or improvements on the Site will be submitted to the City for review and approval prior to submission to the State Public Works Division for final approval:
- (a) Modifications to the Northwest Campus Design Standards. Any proposed modifications to the Northwest Campus Design Standards shall be subject to the review and approval process set forth in Section 3.09;
  - (b) Special Uses. Any proposed use classified as a special use shall be subject to section 19.16.110 of the Code in effect as of the Effective Date of this Agreement;
  - (c) Site Development Plan Review. NSHE shall submit a site development plan review application as provided by LVMC 19.16.100 for development upon the Site. For purposes of this Agreement, any site development plans submitted to the City which are

in substantial conformance with the Northwest Campus Design Standards (Exhibit C) shall be deemed “minor review decisions” pursuant to LVMC 19.16.100(F)(1), and may be approved administratively as provided therein, and such plan shall not be subject to review by the City Council pursuant to LVMC 19.16.100(F)(3). If site development plans submitted to the City are not in substantial conformance with the Northwest Campus Design Standards (Exhibit C) then such site plans shall be subject to LVMC 16.16.100(G)(1), Major Review.

(d) Infrastructure and Utility Connections. Development and construction plans related to connections made between on-site and off-site infrastructure and utilities, including without limitation, driveway and public right of way intersections, and water, sewer and electrical connection points. Submittals related to such infrastructure and utility connections shall be subject to the applicable review, approval and appeal processes set forth in the Code as of the date such documents are submitted.

- 3.8. Build-out Phases. NSHE will generally develop the Campus over time as various relevant factors dictate, including but not limited to, maximizing the efficiency of the Site for multiple buildings serviced by central plant and parking facilities until the Site is wholly developed.

Notwithstanding on-site phasing, as set forth in Section 7.02, the extension of Grand Montecito Parkway will be constructed with the first phase, and other public transportation improvements will be phased as determined in the Master Traffic Study.

- 3.9. Process for Modifications to the Northwest Campus Design Standards. The Parties agree that modifications of the Northwest Campus Design Standards are generally not in the best interests of the effective and consistent development of the Site. However, the Parties do acknowledge that there are special circumstances which may necessitate the modification of certain provisions to accommodate unique situations which are presented to the NSHE upon the actual development of the Site:

(a) Applicant. Requests for all modifications may be made only by NSHE.

(b) Minor Modifications. Minor Modifications are changes to the Design Standards that include:

- (i) Changes in architectural styles, color palettes and detail elements.
- (ii) The addition of similar and complementary commercial and architectural styles, color palettes and detail elements.
- (iii) Changes in building materials.
- (iv) Changes in landscaping materials, plant palettes and landscaping detail elements.
- (v) A change in an on-site private roadway or driveway (not major public roadway) that does not adversely impact traffic circulation.

(c) Submittal, Review, Decision and Appeal.

- (i) An application for Minor Modification may be made to the Director of Planning

for consideration. The Director of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application;

(ii) The Director of Planning may, in his/her discretion, approve a Minor Modification or impose any reasonable condition upon such approval. The Director of Planning shall issue a written decision within thirty (30) business days of receipt of the application, which decision is final unless it is appealed by the College pursuant to Section (iii) below. Applications for which no written decision is issued within thirty (30) days shall be deemed approved. If the Director of Planning rejects a request for a Minor Modification, the request shall automatically be deemed a Major Modification, and at the option of the NSHE, the decision of the Director of Planning may be appealed directly to the City Council.

(iii) The College may appeal any decision of the Director of Planning to the City Council by providing a written request for an appeal within ten (10) business days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(d) Major Modifications.

(i) Any application for a modification that does not qualify as a Minor Modification is a Major Modification. All applications for Major Modifications shall be scheduled for a hearing at the next available City Council meeting after the City's receipt of the application or its receipt of the appeal provided for in Section (c) above, whichever is applicable;

(ii) Prior to City Council consideration of a Major Modification that increases density on the Site, NSHE shall meet and confer with the Director of Public Works or designee as to whether an update to the Master Studies is required. If the Director of Public Works or designee requires an update to one of more of the Master Studies, such update shall be prepared by NSHE and submitted to the Department of Public Works no later than fifteen (15) business days prior to the City Council hearing.

3.10. Dedicated Staff and the Processing of Applications.

(a) Dedicated Staff. The City will endeavor but not be required to have at least one person in the various City departments that are reasonably knowledgeable for processing matters related to the Site. Such person will be at least generally familiar with the Site, including without limitation, the Applicable Rules. This sub-section applies to the following departments:

- (i) Department of Planning;
- (ii) Building and Safety Department;
- (iii) Public Works Department;
- (iv) Right-of-way Section of the Department of Public Works;
- (v) Traffic Division of the Department of Public Works;
- (vi) Flood Control Section of the Department of Public Works;

- (vii) Collection System Planning Section of the Department of Public Works;
- (viii) Such other City Departments, divisions or agencies as may be necessary to process applications related to the Planned Site; and
- (ix) Surveying Section of the Department of Public Works

(b) Processing. The Parties agree that the City will use its reasonable efforts to utilize such dedicated staff members for the processing of all applications by NSHE, including those submitted pursuant to Section 3.06, 3.07, 3.08 and 3.09 in an expedient fashion.

- 3.11. Blasting. The College agrees to comply with all Code provisions and City policies as related to blasting. Notwithstanding anything to the contrary in this agreement, the Code provisions and City policies related to blasting may be amended at the City's discretion.
- 3.12. Property Dedications to City. Any real property (and fixtures thereupon) transferred or dedicated to the City or any other public entity shall be free and clear of any mortgages, deeds of trust, liens or encumbrances (except for any encumbrances that existed on the patent at the time it was delivered to the College from the United States of America).
- 3.13. Anti -Moratorium. The Parties agree that no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the construction, rate, timing or sequencing of the development of the Site including those that affect parcel or subdivision maps, building permits, occupancy permits or other entitlements to use land that are issued or granted by the City shall apply to the development of the Site or portion thereof. Notwithstanding the foregoing, the City may adopt ordinances, resolutions or rules or regulations that are necessary to:
  - (a) comply with any state or federal laws or regulations as provided by Section 2.04, above;
  - (b) alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Site, in which event the ordinance shall contain the most minimal and least intrusive alternative possible, and shall not, in any event, be imposed arbitrarily; or
  - (c) maintain the City's compliance with non-City and state sewerage, water system and utility regulations.

In the event of any such moratorium, future ordinance, resolution, rule or regulation, unless taken pursuant to the three exceptions contained above, the College shall continue to be entitled to apply for and receive consideration of Development Submissions in accordance with the Applicable Rules.

- 3.14. Additional Property Not Included Within Development Agreement. This Agreement applies only to the Site and does not apply to any other property acquired by the College within the City, including any property that the College acquires in the future near or adjacent to the Site, unless otherwise agreed to by the Parties via a written amendment to this Agreement. In the event of such an amendment the Parties will consider and evaluate any additional impacts to the City based upon the inclusion of such additional real property to this Agreement.



3.15. Cooperation in Financing. The City will consider in good faith any modifications, clarifications or changes to this Agreement which are reasonably requested by NSHE or its lenders in order to obtain financing for buildings and improvements on the Site. In addition, City will execute and deliver within thirty (30) days of a written request from the NSHE, such documents as may be reasonably necessary to acknowledge that:

(a) the City has no lien on the Site as a direct result of this Agreement, or disclosure of any City liens that exist; and

(b) the City is not aware of a default of this Agreement by NSHE or if it is in default of this Agreement, the specific ground(s) of default. Nothing herein shall be deemed to relieve the College of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

The College shall have sole discretion over the form, amount and conditions of any financing of buildings and improvements on the Site and nothing in this Section 3.14 shall be construed as a guaranty, of any kind, by the City of the College's financing.

3.16. Franchise Agreements. The City warrants that it has entered into franchise agreements with all of the public utility companies that provide utility services within City of Las Vegas, specifically, NV Energy, CenturyLink and Southwest Gas Corporation (the "Franchise Agreements").

3.17. On Site Sale and Distribution of Alcohol. Notwithstanding any provision of the Code requiring a land use entitlement, including any requirement to obtain a special use permit, the College may engage in the sale or service of alcoholic beverages at the Site provided that (i) such sale or service is non-commercial in nature, and (ii) such sale or service is in compliance with all applicable policies established by the Board of Regents. This section 3.17 does not authorize the establishment of a permanent commercial use (such as a bar or tavern) or provided any exemption from any liquor or business license requirements applicable under the Code. Any permanent or commercial use involving the sale and service of alcoholic beverages at the Site is subject to all applicable provisions of the Code, including, without limitation, any requirement to obtain a special use permit, other applicable land use entitlement, and liquor or business license requirement.

3.18 Pedestrian Bridge over Durango Drive. The College will seek to make the most effective use of the Site which is bisected by Durango Drive. The College may place buildings and parking facilities on both sides of Durango Drive as it builds out the campus. The College may propose an overhead pedestrian bridge as appropriate to ensure pedestrian and vehicular safety regarding the campus and traffic on Durango Drive. The College will apply for any appropriate easement required for such pedestrian bridge.

#### SECTION FOUR

## MAINTENANCE OF THE SITE

41. Maintenance of Landscape Areas. The College will maintain all landscaped areas within the Site and within the right-of-way abutting the Site that are installed by the College in good condition and repair, to include maintaining clear Sight Visibility Restriction Zones (SVRZs) to the satisfaction of the Director of Public Works. The College shall submit encroachment agreements for landscaping within the Right-of-Way pursuant to the Applicable Rules. In addition, the College shall maintain in good condition and repair all sidewalks, private streets, drives and alleys, trails, amenity zones, drainage facilities and any landscaping in, on and around medians and public rights-of-way.
42. City Maintenance Obligation Acknowledged. The City acknowledges and agrees that all of the City-dedicated public street(s) (excluding any landscaping within the right-of-way), associated curbs, gutters, City-owned traffic control devices and signage, and streetlights upon City-dedicated public streets which are within the Site and accepted by the City will be maintained by the City in good condition and repair at the City's sole cost and expense.

## SECTION FIVE PUBLIC FACILITIES

51. Other Public Facilities. The City agrees that College shall have no obligation, other than those identified in this Agreement, 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 Site 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. The College agrees that the City shall have no obligation, other than those identified in this Agreement and its normal and customary duties as a municipal corporation providing services to its constituents, to participate in, pay, contribute or otherwise provide for any land, facilities, equipment or physical improvements for the development of the Site.
52. Police and Fire Services. The City agrees that it shall provide, at its sole cost and expense, fire service to the Site and that no development within the Site will be denied or conditioned as a result of lack of police and fire services. City acknowledges that (i) the College maintains its own police department and other security services, (ii) the College's police department shall have jurisdiction for law enforcement on the Site, (iii) the College maintains cooperative inter-local agreements with the LVMPD, which may provide additional or supplemental law enforcement on the Site as necessary.

## SECTION SIX OPEN SPACE and PARKS

- 6.01. Parks and Open Space. The City agrees that the College shall not be required to provide any land for parks, public recreational uses, or other public uses other than as the College determines is appropriate to achieve its educational purposes.

## SECTION SEVEN TRANSPORTATION

### 7.1. Mitigation of Off-Site Traffic Impacts.

(a) The College's obligation to construct or provide traffic improvements shall be limited to: i) its appropriate share and obligations related to the extension of Grand Montecito Parkway adjacent to the Site as set forth in Section 7.02 of this Agreement; ii) the expansion of Elkhorn Road to two westbound travel lanes immediately west of Durango Drive; iii) the completion of improvements on Oso Blanca Road and Severance lane adjacent to the Site; iv) other traffic improvements identified in the Master Traffic Study the need for which results from development of the Site; and v) bus turnouts, traffic chord easements, and similar features at various locations as identified in **Exhibit C**. The College 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 therefore. The College agrees that except for public streets, all parking and paved traffic areas on the Site will be its responsibility.

(b) The College agrees that it shall pay the traffic signal impact fees provided for in City Ordinance 5644. In the event that the College is not required to obtain building permits from the City, the College agrees to pay traffic signal impact fees at the time the building permit is issued by the State Public Works Division.

### 7.2. Grand Montecito Parkway.

(a) Grand Montecito Parkway is the road that goes north/south between Elkhorn Road and Oso Blanca Road as shown on Exhibit C.

(b) Grand Montecito Parkway ultimately may include, without limitation, curb, gutter, drainage and sewer facilities, sidewalk, street lights, pavement, striping, medians, landscaping, amenity zones and traffic control devices, including conduits and foundations and signage. Grand Montecito Parkway has been substantially constructed near the Site as a part of the RTC Park and Ride Project. The RTC constructed the full-width (curb-to curb) of Grand Montecito Parkway, and constructed the amenity zone, including sidewalk and streetlights on all portions of the Site abutting the RTC Park and Ride Facility. The remaining unconstructed portion of Grand Montecito Parkway amenity zone, including, without limitation, landscaping, sidewalk and streetlights and including additional paving, curb and gutter for a dedicated right-turn lane at Elkhorn Road in accordance with Exhibit "E" shall be constructed by the College in conjunction with the construction of the first building on the Site.

(c) In conjunction with the construction of the first building on the Site, the College shall grade and install a five (5) foot wide asphalt path at back of curb adjacent to the east side of Durango Road from Elkhorn Road to Oso Blanca Road.

(d) After road dedication to the City, the College shall submit to the City encroachment agreements for maintenance of the landscaping within the public right-of-way.

(e) The College shall enter into an agreement with the RTC for the shared use and maintenance of the existing private perimeter roadways on the west and south sides of the RTC facility west of Grand Montecito Parkway.

7.3. Land Dedication and Easements.

(a) Notwithstanding anything to the contrary in this Agreement, NSHE and the City agree that, in conjunction with the construction of the first building on the Site, NSHE will dedicate the rights-of-way required for the extension of Grand Montecito Parkway and the expansion of Elkhorn Road and the portion of Severance Lane at the northwest corner of the Site, as set forth in Exhibit C. Except as otherwise required in Section 7.01, no other land dedications shall be required.

(b) To the extent necessary, NSHE shall provide the following public easements:

- (i) Pedestrian access easements in favor of the City where sidewalks exist adjacent to public streets;
- (ii) Easements in favor of the City for any traffic signals, related appurtenances and equipment; and
- (iii) Easements in favor of the RTC for bus shelters at bus turnouts.

7.4. Conformance to Master Studies. The Master Studies shall be submitted to the City prior to the construction of any buildings and improvements on the Site. Phasing of the development of the Site may require the submission of periodic updates to the Master Studies. NSHE agrees to construct and dedicate to the City all off-site infrastructure necessary for the development of the Site as identified by the Master Studies and this Agreement. Such infrastructure improvements will be constructed in conformance with the Master Studies and applicable City standards and completed as necessary to support the demands generated by development of the Site.

7.5. Acquisition of Rights-of-Way and Easements. The City acknowledges that certain rights-of-way and easements outside the boundaries of the Site may be necessary for construction of the necessary public infrastructure improvements. The City shall assist NSHE in obtaining any necessary rights-of-way, easements or other interests not owned or controlled by the City or the College that are necessary to construct the necessary infrastructure improvements.

7.06 Shared Parking Facilities. NSHE and the RTC are encouraged to permit joint use of the parking facilities at the RTC Park and Ride Facility.

**SECTION EIGHT  
FLOOD CONTROL**

- 8.01. Flood Control Facilities and Technical Drainage Studies. NSHE shall submit a Master Drainage Study addressing the overall drainage impacts to the Site and adjacent roadways. Phased development of the Site may require that a Technical Drainage Study or update be required for each phase of development. The Master Drainage Study and the Technical Drainage Study or update for each phase of development shall be prepared in accordance with the CCRFCD Hydraulic Criteria and Drainage Design Manual. NSHE agrees to implement the drainage study requirements and follow the recommendations of approval from the City of Las Vegas, with concurrence by the Clark County Regional Flood Control District and the Nevada Department of Transportation.

The drainage studies shall identify the necessary storm drain system and/or other mitigation measures needed to protect the Site development from the existing condition flows and the ultimate condition flows for both the 10-year and 100-year storms. The facilities identified in the drainage studies must be designed and constructed by NSHE with each phase of development and may include both on-site and adjacent off-site facilities. NSHE agrees that Grand Montecito Parkway may include storm drain facilities as determined by the drainage study for the Site. NSHE shall be responsible for paying the costs of constructing any facilities necessary, whether interim or ultimate, and shall comply with Section 7.05 of this Agreement regarding Acquisitions of rights-of-way and easements to accommodate such facilities. All interim and on-site storm drain facilities must be maintained by the NSHE.

## **SECTION NINE SANITATION**

- 9.01. Sewer Capacity. The Parties agree that the City will provide sanitary sewer service. The available sanitary sewer point of connections are: (i) the existing 8-inch sanitary sewer main located at the intersection of Elkhorn Road and Grand Montecito Parkway, (ii) an existing 24-inch sewer main located within the Durango Drive right-of-way, and (iii) a 12-inch sewer main located in Elkhorn Road west of Durango Drive. NSHE is responsible for design and construction of any sewer main extensions of adequate capacity to serve the Site and for sewer connection fees in accordance with the City's Municipal Code, Title 14. NSHE shall design, using City's sewer planning criteria, and construct, all sanitary sewer main facilities that are identified as NSHE's responsibility pursuant to the Master Sanitary Sewer Study. NSHE acknowledges and agrees that this obligation shall not be delegated or transferred to any other party. NSHE shall grant easements to the City for public sewer purposes to perpetuate the continuation of sewer lines prior to the installation of any sewer lines. Except as otherwise stated herein, NSHE 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 off-site to the College. All offsite sewer design and construction shall conform to the latest edition of the "Design and Construction Standards for Wastewater Collection Systems for Offsite Sewers". All on-site sewer design and construction shall conform to the latest adopted edition of the "Uniform Plumbing Code."

Off-Property Sewer Capacity. NSHE agrees to construct any off-site sewer infrastructure determined to be necessary by the approved Master Sanitary Sewer Study. For purposes of the Master Sanitary Sewer Study a pipe to be at considered at full capacity if it reaches a d/D ratio of 0.90 or greater. The sizing of new on-property and off-property sewer pipe will be based on peak dry-weather flow d/D ratio of 0.50 for pipes between eight (8) and twelve (12) inches in diameter, and 0.60 for pipes larger than fifteen (15) inches in diameter.

## **SECTION TEN WATER**

10.01. 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 (“LVVWD”). If, however, the City assumes any role in water allocation during the term of this Agreement, the City agrees it will endeavor to allocate or cause to be allocated to the College water in order that the development of the Site will continue uninterrupted. The City and the College will cooperate with the LVVWD to grant over their respective properties reasonable easements or rights-of-way either on or off site necessary for the installation of water facilities to serve the Site.

## **SECTION ELEVEN DISPUTE RESOLUTION**

11.1. Dispute Resolution. Disputes related to this Agreement shall be resolved in the following manner:

(a) In the event of a dispute or alleged noncompliance with the terms and conditions of this Agreement the Party alleging such dispute or noncompliance shall deliver to the other party written notice of the dispute or noncompliance (a “Dispute Notice”).

(b) Within five (5) working days, the Parties’ representatives shall conduct good faith negotiations in an effort to resolve the issues raises in any Dispute Notice in a timely manner.

(c) If any issues raised in the Dispute Note remain unresolved fifteen (15) working days after the above negotiations have taken place, the Parties’ representatives shall prepare a concise written report summarizing the basis of the disputes(s), the negotiations conducted, the result of the negotiations, and the current status of the unresolved issues (a “Dispute Report”).

(d) Within ten (10) working days, copies of the Dispute Report shall be provided to the City Manager, or his or her designee, and the President of the College, or her or her designee. Within ten (10) days after receipt of the Dispute Report, the City Manager and the President, or their designees, shall meet and conduct good faith negotiations in an

effort to resolve the dispute(s).

(e) If the City Manager and the President, or their designees, are unable to resolve the dispute(s) either Party may initiate legal action, specifically related to the dispute. Venue for such legal action shall rest exclusively in the Eighth Judicial District Court in and for Clark County, Nevada or the United States District Court for the District of Nevada and the Parties retain all rights and remedies at law or in equity. Nothing in this Agreement shall prevent the Parties from agreeing to mediate disputes prior to the initiation of litigation provided the dispute resolution procedure set forth in this Section 11.01 has first been completed.

- 11.2. Unavoidable Delay, Extension of Time. Neither party hereunder shall be deemed to be in non-compliance or default of this Agreement where delays, non-compliance or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, or acts of God. If written notice of any such delay is given to the other party within thirty (30) days after the commencement thereof, an automatic extension of time, shall be granted coextensive with the period of the delay, non-compliance or default, or longer as may be required by circumstances or as may be subsequently agreed to between the Parties representatives.
- 11.3. No Waiver. Failure or delay in giving notice of non-compliance or default under this Agreement shall not constitute a waiver of any such non-compliance or default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies shall not operate as a waiver of any such rights or remedies, or deprive such party of its right to institute or enforce any of its rights or remedies
- 11.4. Choice of Law and Attorney's 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 dispute resolution or legal proceeding hereunder.
- 11.5. Limitation on Monetary Damages. The City and the NSHE agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a non-compliance or default of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, the City and NSHE may pursue any course of action in law or equity available for breach, except that neither Party shall be liable to the other or to any other person for any monetary damages based upon a non-compliance or breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement.

## SECTION TWELVE TERM

- 12.1. Term. The term of this Agreement shall be for thirty (30) years; commencing on the

Effective Date and terminating on the thirtieth (30<sup>th</sup>) anniversary of the Effective Date, unless extended by amendment or terminated earlier pursuant to the terms of this Agreement.

- 12.2. Periodic Review. At least once every twenty-four months throughout the Term, representatives of the parties shall meet and review the Agreement to determine its effectiveness and each party's material compliance therewith. If, as a result of any such meeting, the representatives of the parties determine that any provision of the Agreement is not effectively serving its intended purpose or a party routinely fails to comply with a material provision of the Agreement, the parties representatives shall prepare a report detailing the issue and shall (a) attempt to resolve the matter using the process outlined in Section 11, (2) propose any amendments to the Agreement necessary to address the issue, or (3) submit the report for review and consideration by the City Council and Board of Regents respectively.

### **SECTION THIRTEEN GENERAL PROVISIONS**

- 13.1. Assignment to a Third Party. Neither party shall assign, or delegate to any third-party, any of its rights or obligations under this Agreement except with the prior written consent of the other party. Any purported assignment or delegation in violation of this section is void. However, following a conveyance of the Site from the BLM, NSHE shall have full discretion and authority to encumber the Site or portions thereof, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds there from, 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.
- 13.2. Amendment or Cancellation of Agreement. This Agreement may only be amended or canceled upon the mutual consent of the Board of Regents and the City Council, evidenced in writing.
- 13.03. Binding Effect of Agreement. The burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective successors in-interest and permitted assigns and the property which is the subject of this Agreement.
- 13.04. Relationship of Parties. It is understood that the contractual relationship between City and the College is such that the College is not an agent of City for any purpose and City is not an agent of the College for any capacity.
- 13.5. 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



495 S. Main St.,  
Las Vegas, NV 89101  
Attention: City Manager

With a copy to: CITY of LAS VEGAS  
495 S. Main St.,  
Las Vegas, NV 89101  
Attention: City Attorney

To College: College of Southern Nevada  
6375 W. Charleston Blvd.  
Las Vegas, Nv. 89146  
Attention: SVP, Strategic Initiatives & Admin.

With a copy to: College of Southern Nevada  
6375 W. Charleston Blvd.  
Las Vegas, Nv. 89146  
Attention: General Counsel

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.

- 13.6. 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.
- 13 .07. Recording; Amendments. In addition to the City Council approving this Agreement as set forth herein, the City shall also take all necessary steps to approve this Agreement by ordinance and subsequently thereto, 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 the College in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon 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 the College and shall be recorded in the Official Records of Clark County, Nevada.
- 13.8. 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.

- 13.9. Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate the transactions contemplated hereby. If any terms or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the Parties.

[SIGNATURE PAGE TO FOLLOW]

**SIGNATURE PAGE FOR THE COOPERATIVE CAMPUS DEVELOPMENT AGREEMENT:**

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

**CITY:  
CITY COUNCIL, CITY OF LAS VEGAS**

**BOARD OF REGENTS OF THE NEVADA  
SYSTEM OF HIGHER EDUCATION ON  
BEHALF OF THE COLLEGE OF  
SOUTHERN NEVADA:**

**By: \_\_\_\_\_  
CAROLYN G. GOODMAN, MAYOR**

**Recommended by:**

**\_\_\_\_\_  
MICHAEL D. RICHARDS, PRESIDENT  
COLLEGE OF SOUTHERN NEVADA**

**\_\_\_\_\_  
APPROVED AS TO FORM:  
DEPUTY CITY ATTORNEY**

**By:**

**\_\_\_\_\_  
JOHN V. WHITE, ACTING  
CHANCELLOR  
NEVADA SYSTEM OF HIGHER  
EDUCATION**

**ATTEST:  
CITY CLERK**

**By: \_\_\_\_\_  
LuANN HOLMES, CITY CLERK**

**APPROVED AS TO FORM:**

**\_\_\_\_\_  
CSN OFFICE OF GENERAL COUNSEL**

**EXHIBIT A**  
**to the Cooperative Campus Development Agreement**

**Legal Description of Property**

The lands described as follows:

**Mount Diablo Meridian**  
**T. 19S., R. 60 E.,**  
**Sec. 17, lots 31, 32, 35-38, and 41**

**EXHIBIT B**  
**To the Cooperative Campus Development Agreement**

**Permitted Uses**

(Page 1 of 2)

USES	PF
Alcohol, Ancillary Use (as set forth in Section 3.17 of the Cooperative Development Agreement)	P
Amphitheater	P
Animal Hospital, Clinic, Shelter, Without Outside Pens	P
Antique/Collectible Stores	P
Beer/Wine/Cooler On-Sale Establishment	S
Building and Landscape Material/Lumber Yard (ancillary to the maintenance and operation of the campus)	P
Child Care Center	P
Church/House of Worship	P
College, University (and all associated and ancillary uses)	P
Commercial Recreation/Amusement (Indoor)	P
Commercial Recreation/Amusement (Outdoor)	S
Community Recreational Facility, Public	P
Convalescent Care Facility/Nursing Home	S
Copy Center	P
Dry Cleaners	P
Electric Utility Substation	S
Financial Institution, General (with Drive-Through)	S
Financial Institution, General (w/out Drive-Through)	P
General Personal Service	P
General Retail Store	P
Government Facility	P
Health Club	P
Helipad	S
Hospital	P
Laboratory, Medical or Dental	P
Laundry Self Service	P
Library, Art Gallery or Museum (Public)	P
Museum or Art Gallery (Private)	P
Office, Medical or Dental	P

Office, other than listed	P
Parking, Commercial	P
Post Office, Local Service	P
Private Club, Lodge or Fraternal Organization	P
Campus Recreational facility (ancillary to the operation of the campus)	P
Public Park or Playground	P
Public or Private School, Primary	P
Public or Private School, Secondary	P
Radio, TV or Microwave Communication Tower	S
Restaurant (without drive-through)	P
Temporary Contractor's Construction Yard (ancillary to the construction and maintenance of the campus)	P
Temporary Outdoor College Event	P
Trade Schools	P
Transit Passenger Facility	P
TV Broadcasting and other Communication Service	P
Utility Transmission Lines	S
Wireless Communication Facility	S

(Page 2 of 2)

# COLLEGE OF SOUTHERN NEVADA NORTHWEST CAMPUS DESIGN STANDARDS

Exhibit C to the Cooperative Campus Development Agreement



# College of Southern Nevada Northwest Campus Design Standards

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## A. INTRODUCTION

### 1. PURPOSE OF THE NORTHWEST CAMPUS

The College of Southern Nevada (hereinafter College or CSN) is the largest institution of higher learning in Nevada based on full time-equivalent student count. It currently operates three major



campuses in the northeast, southeast and southwest areas of the Las Vegas valley. As a result of overall growth in the valley and the extensive development of the northwest, commute times for students/potential students who reside there have continued to increase. The Cheyenne and Charleston campuses will be fully developed in the near-term and student enrollment has expanded to current physical capacity. Growth has continued to boom in the northwest area of the valley, and CSN proposes to develop a northwest campus (hereinafter NW campus) to serve the needs of those residents. The northwest community is not currently served by any NSHE institution.

### 2. CONCEPT

The campus will provide a world-class learning environment that creates a state-of-the-art learning environment that attracts students, faculty, and staff. Once the campus is fully realized, it will be a vibrant activity center where students can learn. One of the objectives of this campus concept is to provide student services in a highly accessible environment.

CSN's NW campus will be realized in multiple phases. This document forms the initial design standards and commitment to building standards appended to the Development Agreement entered into with the City of Las Vegas (hereinafter City).

The campus improvements will look to provide a sustainable, low energy and low water use development. It will also be the objective of the College to develop the campus at a density to maximize efficient use of land and resources. The site should have a campus feel, rather than appearing like The District -- the college function should be readily identified through the architecture, public spaces, etc.

### 3. PURPOSE OF THE DESIGN STANDARDS

CSN provides this appendix to the Development Agreement to guide the physical development for the NW campus. Development of the campus will incorporate consistent standards and themes to provide a visually attractive and efficient campus. There will be a compatibility of building scale, color, materials, and design motifs, allowing the various structures to blend together in a harmonious manner. Essential to creating this sense of a quality learning and

working environment is a commitment to the characteristics of development and design standards outlined in this document.

## B. CIRCULATION

### 1. STREETScape DESIGN GUIDELINES

Streets are the organizing feature around which buildings and open space will be developed. The role they play must be identified within the urban context in terms of hierarchy, image, character and the functional requirements of linking land uses.



*Streetscape*

#### a. Northwest Campus Street Hierarchy

There are four (4) types of streets or roadways within or adjacent to the Northwest Campus. These streets are depicted in Figures 1 through 4. The designation and right-of-way width of each of these streets are as follows:

Street Type	Right-of-Way Width
Parkway (Durango)	120 Feet
Frontage Road (Grand Montecito)	90 Feet
Interior Campus Streets	80 Feet
Primary Arterial (Elkhorn)	100 Feet

These streets are based on the Town Center Street guidelines. If changes to the guidelines are made due to safety reasons, the Northwest Campus standards will be amended for prospective applications.

Each type of street within the Northwest Campus shall be designed to be pedestrian-friendly and shall have a distinctive character that includes the adjacent setbacks, landscape, and plazas, and compliments the building articulation.

All streets shall conform to the Uniform Standard Drawings for Public Works Construction, Clark County Area. The standards for the Northwest Campus streets shall be applicable in the areas of the Northwest Campus depicted on Map 1, "Northwest Campus Site Plan" Map.

The following criteria are intended to provide an answer to potential future conflicts. Other criteria may be developed in the future as the need arises under particular conditions.

1. All public right-of-way shall be as shown in Figures 1 through 4. Encroachment agreements shall be required for all landscaping in the public right-of-way.

**b. Standards Applicable to All Northwest Campus Streets**

1. **Street Furniture** - Locational requirements for street furniture are described below. For specific details concerning the design of street furniture, refer to Section C.2.f of these standards.
2. **Trash receptacles** - trash receptacles shall be provided at every corner of each intersection.
3. **Bicycle racks** - bicycle racks shall be provided in conjunction with the benches at bus stops and near the entrances of buildings.
4. **Amenity Zone** – an Amenity Zone is an area, located between back of curb to the sidewalk, which will be landscaped and improved as described in these standards. Streetlights, benches and trash receptacles on a patterned hardscape area will be incorporated in the Amenity Zone.
5. **Principle Characteristics of Streets**
  - a. All sidewalk patterns shall conform to the Northwest Campus Standards for Special Pavement and Sidewalk Treatment. (See Section C.2.c).
  - b. All medians shall be landscaped using a mix of drought tolerant trees, plants, and shrubs in the following manner: at least 20 percent of the landscaping shall consist of palm trees, at least ten percent of the landscaping shall consist of flowering trees; at least five 5-gallon flowering shrubs shall be planted per tree; a combination of other plant materials shall be used to obtain at least 5 percent coverage within three years of normal growth after installation. Trees must be evenly distributed within the median. Median islands shall not be less than four feet from back of curb to back of curb at the narrowest sections. The landscaping for the four foot medians shall consist of a combination of decomposed granite, Vista Gold, larger accent boulders, ground cover as desired and Mexican Fan Palms spaced 35 feet on-center beginning 50 feet from median bull nose.

**c. Amenity Zones**

1. **Parkway and Primary Arterial Amenity Zones** - (Figure 7) trees shall be installed 35 feet on-center in an alternating pattern consisting of one shade tree and two palm trees with decomposed granite, Vista Gold, to cover the ground plane. In addition, ground cover consisting of a minimum of one third, five 5-gallon plant material shall be planted to reach 75 percent coverage within three years. At the time of placement of trees, a minimum clearance of 7 feet measured from the bottom of the tree canopy to the roadway surface must be maintained at all times.



Parkway

2. **Frontage Road Amenity Zone** – the four foot zone which exists between the curb and a five foot sidewalk shall be planted with Mexican Fan Palms measuring twenty feet BTH (Brown Trunk Height) at a distance of 35 feet on center with Decomposed Granite, Vista Gold, to cover the ground plane. In addition, ground cover consisting of a minimum of one-third, five 5-gallon plant material shall be planted to reach 75 percent coverage within three years. Hardscape areas of standard gray concrete with broom finish (expansion joints at five foot intervals to match the sidewalk) shall be located to coordinate with required street furniture, amenities and crosswalks. These hardscape areas shall occur no less than every three Palm Trees or 105 feet on-center and shall measure not less than fifteen feet long and four feet deep. A five foot sidewalk of standard gray concrete with broom finish and expansion joints every five feet shall be located between the four foot Amenity Zone and a ten foot landscape setback as required by Title 19A.



*Frontage*

3. **Interior Campus Street Amenity Zone** – This zone shall include single alternating shade trees and flowering trees at intervals of 30 feet on-center. Two accent trees shall be installed in each Amenity Zone at every intersection except at intersection with a public street.
  4. Tree placement with respect to intersections on public streets shall conform to figure 15.
- d. **Street Lighting**  
All street lighting shall be overhead and shall conform to Uniform Standard Drawings for Public Works Construction, Clark County Area and the standards set forth in Figures 1 thru 4.
- e. **Driveways and Curb Cuts**  
In general, curb cuts for driveways shall conform to the Uniform Standard Specifications of Public Works for the construction of off-site improvements. However, along Durango and Elkhorn, vehicular access from the public right-of-way is prohibited and driveway curb cuts shall not be permitted, unless the curb cut is an Interior Campus Road.
- f. **Street Intersections**  
All street intersections in Northwest Campus shall be constructed in conformance with the Uniform Standard Specifications of Public Works for the construction of off-site improvements. Interior Campus Street Intersections will be constructed per Figure 5.



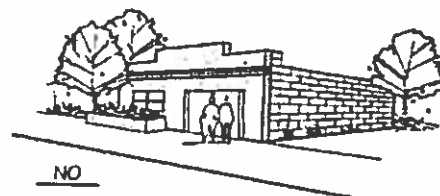
## C. DEVELOPMENT STANDARDS

### 1. ARCHITECTURAL FEATURES

In all cases, architectural features shall contribute to an attractive, integrated environment consistent with the intent of the Northwest Campus Land Use Plan and the adjacent neighborhood or projects.

#### a. Building Façade.

In addition to meeting building height, step back and exterior materials requirements, building design shall incorporate patterns and materials that are visually interesting, particularly at street level. This must be accomplished through the use of a combination of expression lines and areas, and features of the facade that include changes in material, color and/or relief.



Building Façade.

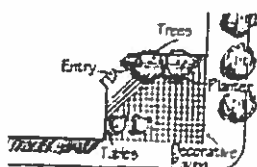
#### b. Exterior Features

The use of visually interesting features such as awnings, signage, windows and doors are required, particularly along primary pedestrian routes. At a minimum, all proposed applications shall adhere to the following standards.

1. Walls on primary pedestrian routes along Durango and Elkhorn shall not have reflective glass at the pedestrian level. Glass on the second floor and above shall not be greater than twenty-two percent reflectivity so as not to reflect light and solar heat on other buildings, streets and sidewalks.
2. Glazing shall not exceed 75 percent coverage of any building elevations excluding the ground floor where a specific percentage applies.
3. Dark tinted glass is prohibited at the street level.
4. All external stairwells throughout Northwest Campus shall be covered in a finish that matches or complements the exterior finish of the building.

#### c. Building Height, Step backs, and Build-To-Line Standards

Maximum building heights, step back and build-to-line requirements are intended to ensure that structures have consistent height, bulk and mass relationship to one another. All development shall conform to the height requirements shown in Figures 9, 10 and Map 2 "Northwest Campus Site Plan".

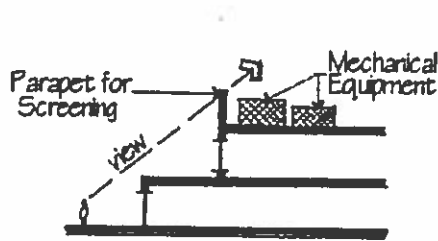


1. Step back requirements are intended to provide visually interesting building elevations, reduce the street canyon effect and lessen the effect of strong winds at the street



- level. All development shall conform to the step back requirements shown in Figures 9 and 10.
2. Buildings along primary pedestrian corridors must abut the build-to-line on the side of the building facing the street unless there is intervening landscaping provided.
  3. Build-to-line requirements apply only to the first three stories or the first 36 feet of building height, whichever is greater.
  4. Outdoor dining areas and sidewalk cafes are encouraged.

**d. Roofs and Rooftops.**



*Roofs and Rooftops*

Roofs and rooftops shall be designed with consideration given to appearance. The following standards apply to all roofs and rooftops.

1. Highly reflective materials or contrasting colors are prohibited on sloping roofs.
2. All roof mounted equipment or other obtrusive features shall be screened from view on all sides and from the top or painted to match the roof or parapet.
3. An articulated roof line or cornice is to be designed as a major feature at or near the top of all building walls.

**e. Exterior Materials.**

It is the intent of the exterior materials standards to encourage creative expression. Exterior materials of all buildings shall contribute to a cohesive physical environment and convey a sense of timelessness. Because they do not meet these standards, the following exterior materials are prohibited:

1. Mirrored glass
2. Wood and asphalt shingles
3. Corrugated fiberglass
4. Exposed, unfinished tilt-up concrete
5. Plastic laminate
6. Neon

The use of a variety of materials, including brick, stone and imitation stone, on all exterior surfaces is encouraged.

**f. Exterior Colors.**

Developers are urged to concentrate richer and high quality materials on the ground floor of buildings within the Northwest Campus. To emphasize the continuous plane created by the street-wall, consistency and coordination of texture and color is essential to maintain a homogenous streetscape. Exterior materials such as stucco and sandblasted concrete may be used with a smooth finish. Some minor areas of the exterior may have a lightly textured surface. Large areas of flat uniform texture, unarticulated, windowless or mono-color building face should be avoided.

The use of color will dramatically affect the visual appearance of buildings. It will affect the apparent scale and proportion of buildings by highlighting architectural elements such as doors, windows, fascias, cornices, lintels and sills. Color will also be a significant element in unifying and identifying individual developments to create a visually coherent streetscape. Color must be carefully considered in relation to the overall design intent.

Careful attention should be given to developing a palette of color used on each building. The palette is a range of basic and accent colors which may be used. Light, pastel, earth tone and other colors common to the Las Vegas valley and its surroundings, or the southwest region, should be used as a background or field colors. Accent colors can be used to highlight building elements and to reinforce appropriate scale and proportion. The selected palette should promote a selection of colors taken from the natural landscape and used in the same proportion as in their natural element.

**g. Permitted Signs.**

The purpose of sign regulations within the Northwest Campus is to: 1) encourage creativity; 2) promote continuity; 3) reduce conflicting design among signs; and 4) enhance the overall appearance of the Northwest Campus.

Any sign proposed that is not expressly permitted by the sign provisions of these standards is prohibited.

**1. Sign Standards for Northwest Campus**

**A. Ground (Freestanding) Signs**

The maximum allowable combined sign area for all Ground Signs: One (1) square foot of signage per 300 square feet of gross floor area.

**1. Monument Signs**

Specific Design Standards

- a. Sign Height: 10 feet maximum.
  - b. Sign Area: 100 square feet maximum (not including concrete base).
  - c. Quantity: Two signs per 400 lineal feet of street frontage.
  - d. Setback: 5 feet minimum.
  - e. Illumination: Must be designed so as to avoid any fugitive light. No exposed neon is permitted.
  - f. Must be compatible with the architecture and scale of the on-site building(s).
- 2. Campus Gateway Signs – One campus gateway sign may be located at the northeast and northwest corners of the intersection of Durango and Elkhorn to help identify the site as a college campus.**

**3. Pylon Signs are not permitted**

**B. Wall Signs**

No wall sign that faces existing residential development that is outside of the limits of the Centennial Hills Northwest Campus shall be permitted with the exception of building identification signs.

Specific Design Standards:

1. Area: The total area of all signs per building elevation shall not exceed 15 percent of the total square footage of each elevation.
2. Height: Shall not extend above roofline of building unless it is part of an architectural feature.





3. Illumination: Prefer internal. External illumination is allowed provided it is integrated architecturally within the design of the building. No exposed neon is permitted.
  4. Wall sign may be a cabinet or consist of channel letters.
  - C. Signs that mechanically or electronically display only the time and temperature.
  - D. Development entry statement signs per LVMC Chapters 19.06 and 19.08.
  - E. Political signs per LVMC Chapters 19.06 and 19.08.
  - F. Construction signs per LVMC Chapters 19.06 and 19.08.
  - G. Community Interior Directional signs per the College of Southern Nevada's Exterior and Interior Signage and Way finding Master Plan dated March 31, 2011 (see Exhibit E).
  - H. Marquee signs per LVMC Chapters 19.06 and 19.08.
  - I. Modular awning signs no greater than 25 square feet in size.
  - J. Changeable copy signs for theater marquees, convention-centers, business directories, churches, museums, educational facilities and nonprofit organizations.
  - K. Window signs shall comply with LVMC Chapter 19.08.120 (F)(18).
2. Signs Permitted Without a Certificate
- Except as otherwise specifically provided in this manual, the following signs and similar devices are permitted in the Northwest Campus, subject to the specified conditions, without the issuance of a sign certificate.
- A. Decorations. Signs in the nature of decorations, clearly incidental and customary and commonly associated with any national, local or religious holiday; provided that such signs are not displayed for a period of not more than sixty (60) consecutive days nor more than sixty (60) days in any one (1) calendar year. Such signs are not restricted as to type, number, area, height, location, illumination, or animation.
  - B. Traffic Control Signs on Private Property. Any traffic control sign on private property, such as "Stop," "Yield" and similar signs, the face of which meets Department of Public Works standards and which contains no commercial message of any sort.
  - C. Official Flags of Governments and Governmental Agencies. Flags of the United States, state flags, municipal flags, flags of foreign nations and any other flag representing a government or governmental agency, provided that:
    1. The flag is not flown from a pole the top of which is more than 40 feet in height.
    2. No more than one flag for any one governmental unit or nation is permitted on each parcel of land.
    3. No more than four flags are permitted on the same parcel of land.
    4. Any flag on a roof can only be a total of 40 feet high measured from the building's foundation.
  - D. Official Flags of Private Entities. Official flags of private corporations or other private entities are permitted at the location of the main headquarters, corporate offices or branch office of the subject entity provided that:
    1. The flags do not exceed 60 square feet in area.
    2. The flags are not flown from a pole the top of which is more than 40 feet in height.
    3. No more than one flag is permitted on each parcel of land.
  - E. Incidental Signs (Attached or Freestanding)
    1. Non-directional Signs.
      - a. Maximum Number. There is no specific limit on the number of signs.



- b. **Maximum Area.** Incidental signs, including warning and trespassing signs are permitted without review if they do not exceed four square feet in size or ten square feet for an incidental sign set back at least 30 feet from the right-of-way.
    - c. **Maximum Height:** Five feet.
    - d. **Minimum Setback:** Five feet from all property lines.
    - e. **Additional standards, including district variations.** Typical incidental signs include, but are not limited to, "restroom," "telephone," "no parking," "entrance," "exit" and generic directions such as "office," "ATM" or "stores." No such sign shall carry any commercial message whatsoever.
  - 2. **Directional Signs on private property.** Signs specifically designed to give parking or traffic directions and other directional information commonly associated with and related to the permitted use. Such signs shall be limited to:
    - a. **Type:** Wall and freestanding signs.
    - b. **Maximum number:** Unlimited.
    - c. **Maximum Sign Area:** 50 square feet. If the sign includes a business name or logo, it shall not comprise more than 50 percent of the permitted sign area.
    - d. **Maximum Sign Height:** Ten feet.
    - e. **Minimum Setback:** Five feet from all property lines.
    - f. **Illumination permitted:** Internal illumination only. No exposed neon is permitted.
- h. **Prohibited Signs.**  
The following signs, as defined in LVMC 19.20.020, are prohibited in the Northwest Campus:
  - 1. **Off Premise Signs.**
  - 2. **All signs prohibited in LVMC Chapters 19.06 and 19.08.**
  - 3. **All signs not expressly permitted by the sign provisions of these standards.**
  - 4. **Animated signs except as permitted in Section C.1.g of this manual**
  - 5. **Changeable copy signs, except for the following (which are permitted): theater/marquee signs, convention signs, business directories, church or museum signs, gasoline price signs, educational facility, non-profit organization or club signs, traffic signs, and signs for special events as defined in LVMC 6.78.010.**
- i. **General Sign Design Guidelines.**  
The following guidelines shall be considered when reviewing signage within the Northwest Campus:
  - 1. **Signs that identify a business shall fit within the architectural frame or sign band of the building elevation. They shall not overpower the façade or its surrounding streetscape.**
  - 2. **Signs shall be easily read from the pedestrian level. Suspended signs are allowed provided they are well crafted. Such signs may display a logo of the business.**
  - 3. **Brevity is encouraged in sign messages.**
  - 4. **Easy to read typeface is encouraged.**
  - 5. **Colors should be selected to contribute to legibility and design integrity.**
  - 6. **There should be a significant contrast between the background and the letter or symbol colors.**
  - 7. **The use of more than three colors on any single sign is discouraged.**
  - 8. **Signs should be placed in such a way as to clearly indicate the location of access to a business.**

9. Signs shall be sized in a manner that is consistent and compatible with the scale of the building elements in the façade.
10. Address numbering shall comply with the “City of Las Vegas Street Naming and Address Assignment Regulations.”
11. Irregularly shaped signs are discouraged.
12. Lettering shall not occupy more than 75 percent of the sign face.
13. Sign design shall be consistent with the building on which it is placed.
14. Directional signs shall be placed perpendicular to approaching vehicular traffic.
15. Signs shall be located such that sight visibility is maintained.

a. **Guidelines Specific to Wall and Building Signs.**

In addition to the Sign Design Guidelines noted above, the following guidelines shall be considered when reviewing signage to be placed on all exterior walls and building facades.

1. Exterior wall and building signs shall not be permitted above the bottom of the second floor window line except for hotels and high-rise buildings which may have a sign panel just below the roof line of the sole purpose of identification. Building Letter identification signs shall be an exception.
2. Sign colors shall be compatible with all other signs on the same building and all other signs on the parcel. Cabinet signs may be used when a wall sign is 50 square feet or less. For wall signs over 50 square feet, the signs shall consist of channel letters.
3. Address numbering shall comply with the “City of Las Vegas Street Naming and Address Assignment Regulations.”
4. Wall sign placement shall establish façade rhythm, scale and proportion.

j. **Sign Definitions**

*Address Sign:* A sign consisting of numerals and letters identifying a property address. Letter and numeral height shall not exceed 12 inches.

*Sign Area:* See LVMC 19.18.030.

*Community Interior Directional Sign:* A sign which is constructed within the interior of a development to provide identification and direction to various buildings, residences and major amenities such as parks, schools, pedestrian trails, bike paths or similar community facilities, within the development.

*Channel Letters:* A wall sign that consists of individual letters that is affixed directly to the face of the wall.

*Development Entry Statement Sign:* Any permanent on premise architectural design statement or feature sign at the entrance to a commercial development, subdivision, condominium complex, apartment complex or identifiable community that serves to announce the identity of the development where the sign is located. In order to qualify as this type of sign, the sign shall not contain the name of the developer, contractor, or business(es) in or of the project or subdivision.

*Ground (freestanding) Sign:* Any sign supported from the ground by one or more poles, or similar upright structures or supports that are anchored in the ground and that are independent from any building or other structure.

*Sign Height:* See LVMC 19.18.030.

*Internal Illumination:* The light source of the sign is behind the channel letters or within the sign cabinet.

*Marquee Sign:* Any sign attached to, in any manner, or made a part of a marquee.

*Monument Sign:* Any sign that stands independently from any building or other structure and are attached to and wholly supported by a solid base, such as brick or concrete, and where the lineal width of the sign is greater than the lineal height of the sign.

*Political Signs:* Any sign advertising the candidacy for the office of any person or any sign advertising support or non-support of a candidate for office or of an action on a ballot matter of a primary, general or special election.

*Projecting Sign:* Any sign affixed to a building in such a manner that its leading edge extends more than 12 inches beyond the surface of the building. The term does not include a lighted or non-lighted decorative awning or canopy.

*Pylon Sign:* A sign that is mounted on freestanding poles or other similar upright structures, that are wrapped by metal, wood, stone or brick, so that the bottom edge of the sign face is six feet or more above grade, and where the lineal height of the sign is equal to or greater than the lineal width of the sign.

*Suspended Sign:* A sign that is suspended from the underside of a horizontal plane surface and is supported by the surface.

*Wall sign:* Any sign (other than a projecting sign) that is attached parallel to a wall or building. The sign may be painted on or erected upon the building, but shall be confined within the limits of the building elevation to which it is attached. The wall of the building to which it is attached shall support the sign. Only one sign surface shall be displayed.

## 2. ON-SITE AND OFF-SITE IMPROVEMENT

### a. Fences and Walls

1. Screen walls, fences and retaining walls shall be designed and constructed in conformance with Northwest Campus setback requirements.

2. Screen walls shall be composed of 100 percent decorative material in accordance with the standards of the city of Las Vegas and shall include 20 percent



City of Las Vegas Design Standards Revised August 15, 2016  11

### Fences and Walls

contrasting material and color. Neither contrasting texture of the same material nor light to dark variations of the same color are permitted. SVRZ in accordance with U.S.D. #201.2 shall be maintained.

3. Chain link fences are not permitted within the Northwest Campus except on temporary construction sites.
4. Razor wire and barbed wire are not permitted within the Northwest Campus.

**b. Landscaping**

These standards are intended to assist the designer in achieving a quality design that will enhance the development of Northwest Campus. With these standards, developments will have the appearance of high quality, design compatibility will be assured, water will be conserved and the overall value of Northwest Campus will be enhanced.

All required landscaping shall be installed as soon as permitted by standard seasonal planting practices. Dead vegetation shall be promptly removed and replaced, based on standard seasonal planting practices, with healthy, living plants in all landscaped areas.

All landscaped areas shall be landscaped with a combination of plant materials tolerant of the Las Vegas climate. Landscaping shall include drought-resistant and water efficient plant materials consistent with the Southern Nevada Regional Planning Coalition Regional Plant List and the turf limitations of Title 19.06 and 19.08.

1. Street trees shall be planted along every street within the Northwest Campus and shall be included in all plans for street improvements in accordance with the Northwest Campus Street Hierarchy.
2. Four types of trees shall be used in combination throughout the Northwest Campus for Parkways, Frontage Roads and Primary Arterial Streets:
  - a. Palm Tree: Washingtonia Robusta Hybrid (Mexican Fan Palm), at least 25 feet in height at the time of installation.
  - b. Shade Tree: Fraxinus Velutina Rio Grande (Rio Grande Ash), at least 36 inch box or greater in size, with a minimum three inch caliper diameter at six inches above grade at time of installation. A seven foot clear trunk will be required.
  - c. Accent Tree: Chitalpa Tashkentensis (Chitalpa), at least 36 inch box or greater in size, with a minimum three inch caliper diameter at six inches above grade at time of installation. A seven foot clear trunk will be required.
  - d. Flowering Tree: Robinia Ambigua "Purple Robe" (Purple Robe Locust), at least 36 inch box or greater in size, with a minimum three inch caliper diameter at six inches above grade at time of installation. A seven foot clear trunk will be required.

3. To determine the required theme and planting rhythm along a particular street, refer to the Streetscape Design Standards.
4. Approved street trees shall be planted within the amenity zone and regularly spaced. A tree grate measuring four feet square shall be installed at the base of each tree. All trees within the amenity zones shall have the standard decorative cast iron grates illustrated in Figure 8, as specified by the city's Public Works requirements.
5. Maintenance of medians, amenity zones and landscaped trails shall be the responsibility of the Master Developer. The City may take appropriate action as needed to remedy any non-compliance of proper landscaping maintenance posing a problem. The Master Developer may be held responsible for reimbursing the City for any cost incurred by such action.
6. Landscaping requirements for Temporary Parking Lots. Due to the nature of the Northwest Campus, temporary parking lots will be required. As build-out of the Northwest Campus occurs and it becomes necessary to utilize the available ground for buildings, parking structures will be built as a means of reducing the amount of ground level parking area. In an effort to conserve public funds, the temporary ground level parking lots will have reduced landscape requirements. To maintain the aesthetic appeal of the area, any area of parking lot which abuts a public street shall be screened by landscaping or landscaped berms with a minimum height of three feet above the finished grade at the rear of the setback area, or any combination thereof. The area shall have a two inch layer of ground cover or rock mulch, and a minimum of eight shrubs of five gallon size and twelve plants of one gallon size per 300 square feet of landscaped area. Any area of a parking lot which abuts a public street shall be set back from the property line a minimum of 15 feet.
7. Open air courtyards, plazas, open space, patios and gathering places, together with public amenities such as fountains, arbors, arcades, cloisters and landscaped corridors, paths or lanes, will be required of all projects. The parking lot landscaping, landscaped areas, buffers and landscaping in setback areas, together with the above, will account for the required open space. Developments shall be designed to enhance pedestrian activity.

Plans submitted for development review shall include analysis of proposed landscaping to ascertain compliance with LVMC 19.10.060.E.

8. Landscape Specifications - Plant material shall be chosen from the following approved plant pallet for Parkways, Frontage Roads and Primary Arterial Streets.

	Scientific Name	Common Name
Mexican Fan Palm: (Amenity Zone and Median) (10' landscape setback)	Washington Robusta Hybrid	20' BTH (Brown Trunk Height)
Selected Ground Covers	Verbena pulchella Dalea capitata	Purple verbena Green dalia

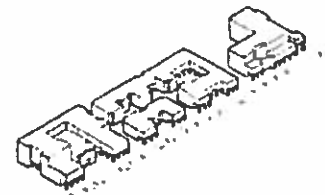
	Lantana Montevidensis Baccharis 'Centennial'	Trailing yellow lantana Dwarf coyote bush
Selected shrubs	Leuophyllum species Salvia species Muhlenbergia species Cassia species	Texas sage Sage Deer grass Cassia
Decompressed Granite	Mojave Gold	3"-5" screened @ 6' depth

**c. Special Pavement and Sidewalk Treatments**

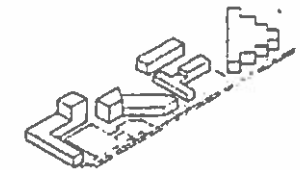
A special paving pattern is established and required for the Northwest Campus as a unifying element for pedestrian enjoyment. The typical pattern is composed of three major elements: an amenity zone, the sidewalk and the accent patterns at street intersections and driveways. These treatments shall be incorporated in all streetscape designs along Durango and Elkhorn Roads in the Northwest Campus.

The following paragraphs describe the required design characteristics of each of these elements.

1. The Amenity Zone: This zone is directly adjacent to the curb line. It contains a dark gray design pattern composed of sealed concrete on a light gray background, as depicted in Figure 11. This concrete area shall be no less than 15 feet long and spaced a minimum of 105 feet on-center or every three trees.
2. The Sidewalk: The width of the sidewalk varies from the edge of the amenity zone to the face of the building, including all required sidewalk easements. A 2'6" square grid scoring shall be designed on a light gray broom concrete finish, as depicted in Figure 6.
3. The Accent Patterns at Street Intersections: An accent pattern, per Figure 6 of these Standards, shall be used at every intersection to emphasize the pedestrian crosswalk areas. It consists of red concrete pavers, one square foot in size, laid at a 45° angle.



DESIRED  
Consistent setback pattern.



NOT DESIRED

**d. Setbacks**

1. Setbacks may be used to enlarge the sidewalk area or they may be used as an outdoor extension of the adjacent business for building articulation, patios, courtyards or other public and pedestrian uses only (figures 9 & 10).
2. All setbacks are measured from the street right-of-wayline.
3. Where these standards are not applicable, city of Las Vegas Codes and Regulations shall apply.

**e. Private Street Lighting**

Northwest Campus shall have two types of street lighting. These are standard street lights and decorative lights (see Figures 11 and 12). Both overhead and decorative lights shall be incorporated into the design of street improvements. The design of the lights and the pattern of their placement are part of the overall design for the Northwest Campus. Therefore, special attention shall be placed on maintaining a consistent spacing rhythm. In addition, the following standards apply:

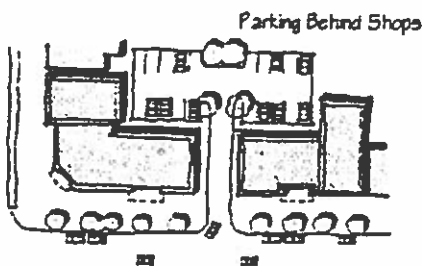
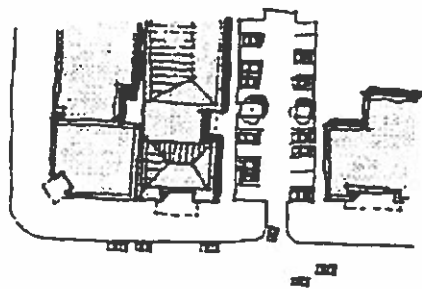
1. Street lights are intended to reinforce the hierarchical street system. Therefore, lights in the right-of-way associated with individual developments are prohibited.
2. Overhead lights, illustrated in Figure 11, shall be installed in conformance with the Uniform Standard Specifications of Public Works for the Construction of Off-Site Improvements.
3. Decorative lights shall be placed in a distinctive, clearly-defined geometric pattern with regular spacing. This type of light is illustrated in Figure 12.

**f. Street Furniture**

The design of street furniture such as benches, bicycle racks, and trash receptacles within the Northwest Campus shall coordinate with all other street furniture in size, shape color and style. All street furniture elements shall conform to Figures 13 and 14.

**g. Parking Standards**

Parking requirements within the Northwest Campus shall comply with city of Las Vegas Title 19 and the following provisions:



1. Multiple-user parking structures are the preferred method for providing adequate parking and special consideration will be given for shared parking within a structure.

2. Above-grade parking structures must be setback an additional ten feet from the required setback to provide a substantial landscape buffer. This additional setback requirement may be waived for the portion of the parking structure that incorporates ground floor retail uses.

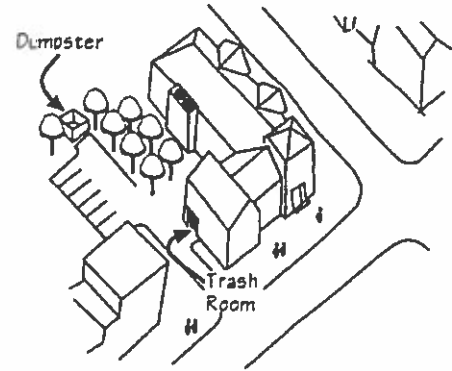


3. The exterior walls of all parking structures shall be designed to complement and coordinate with the architectural form of the main building or surrounding buildings. Parking structures shall appear to be an integral part of the main building. The intent is to minimize the garage appearance of parking structures through designs which conform to the accompanying development's general architectural features.
4. Surface parking shall be separated from buildings by surface treatment variations and/or grade separation.
5. Customer parking spaces shall not directly abut buildings and shall be separated by a planter/sidewalk area.
6. Parking facilities shall be located away from the right-of-way, on the rear side of the structure they serve except when ground floor uses are incorporated into parking structures.
7. Any area(s) dedicated to surface parking shall be large enough to be able to accommodate a potential future building or parking structure.
8. A continuous internal pedestrian and handicap accessible walkway must be provided from the perimeter public sidewalk to the principal customer entrance. The walkway must be distinguished from driving surfaces through the use of special pavers, bricks or patterned concrete, and raised slightly, to enhance pedestrian safety and the attractiveness of the walkway.
9. When buildings are located at the front of a site, all parking shall be located to the side or rear of buildings and away from the street front unless the applicant can demonstrate that to do so would not be feasible. Parking lots shall not be permitted on street corners unless the applicant can demonstrate that to do so would not be feasible.
10. Parking lots shall be screened by buildings and/or landscaping. Any area of a temporary or permanent parking lot which abuts a public street shall be screened by landscaping, decorative walls and landscaped berms with a minimum height of three feet above the finished grade at the rear of the setback area, or any combination thereof. Any area of a parking lot which abuts a public street shall be set back from the property line a minimum of 15 feet.
11. Additional pedestrian linkages should be created as necessary within large parking areas by removing two adjoining parking spaces (one on each side of a row) to provide perpendicular passages between rows.

### 3. STANDARDS FOR SPECIFIC USES AND ACTIVITIES

#### a. Loading and Service Areas

1. All loading and service areas (including storage, equipment and maintenance areas) shall be screened from view with landscaping and/or architectural elements so as not to be viewed from any adjacent uses or public right-of-way. Architectural screening shall be constructed of the same materials and finishes as the primary building.



Loading and Service Areas.

2. All service and loading areas shall be positioned so that service vehicles will not disrupt traffic flow or parking lot operations.
3. No service, storage, maintenance or loading area may extend into a setback area.

#### b. Mechanical and Electrical Equipment

Mechanical and electrical equipment, satellite dishes and any other communication equipment, excluding communication towers and antennas, shall be concealed from view of public streets and neighboring properties, and all parking areas. In an effort to encourage the use of alternate forms of energy, solar panels shall be exempt from this requirement.

Wireless communication antennas shall be of a design, and installed in such a manner, as to blend in with the architecture and design of the building or structure on which they are mounted.

In the initial design stage of a development project, consideration shall be given to incorporating mechanical and electrical equipment into the architectural form and layout of the proposed building to reduce the need for screening. Where reasonable height parapet or screen walls are insufficient to provide screening, all equipment shall be painted in a neutral color to blend with roofing materials or parapet walls.

Wall mounted service equipment such as utility boxes, valves, gas, electric and water meters, etc. shall be screened from public view with materials architecturally compatible with the finishes and character of the principal structures within the development and shall be screened to the height of the tallest equipment and/or integrated with the building design.

Small wall mounted equipment such as utility boxes, valves, gas, electric and water meters, should be screened by the appropriate use of shrubs and landscaping design.



ROW : 120'  
 Traffic : 6 Lanes & Medians  
 Direction : 2 Way  
 Parking : Off Street

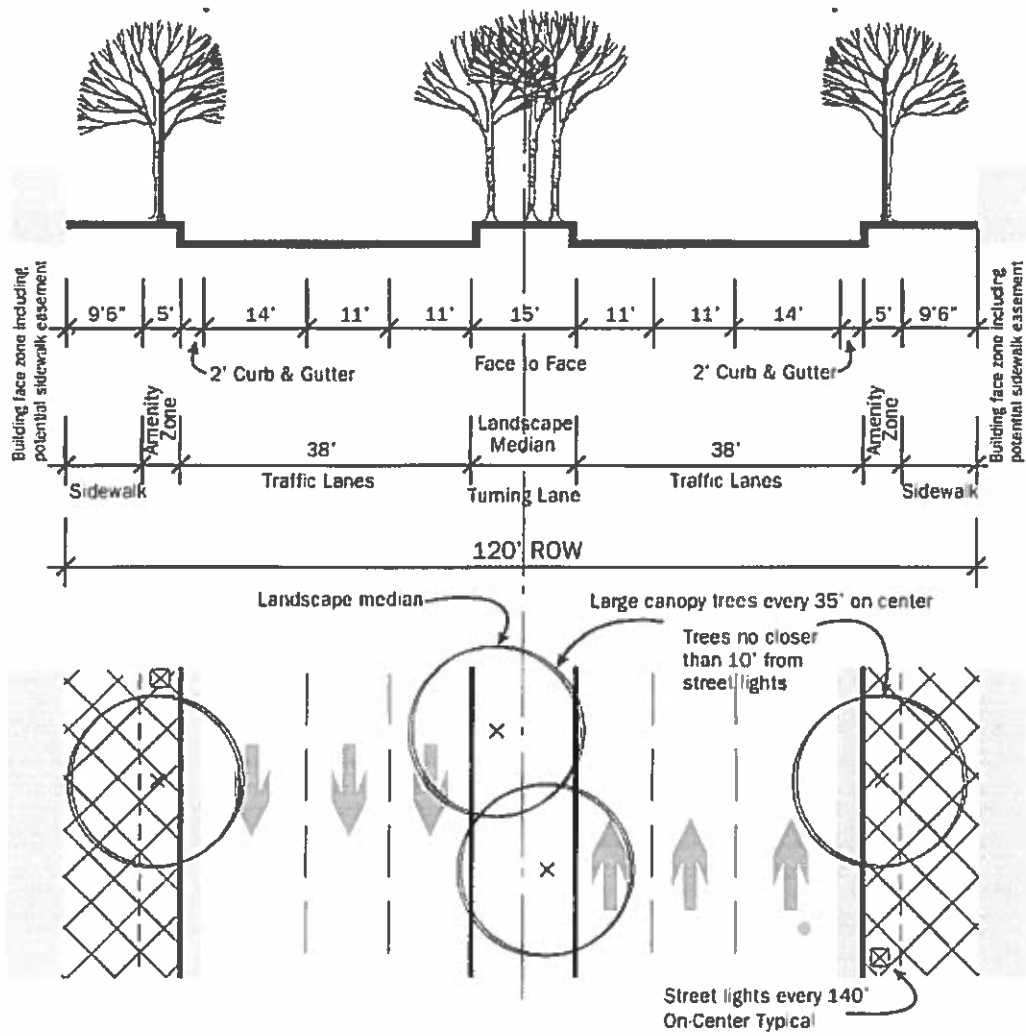


Figure 1

# Frontage Road

ROW : 90'  
 Traffic : 4 Lanes  
 Direction : 2 Way  
 Parking : Off Street

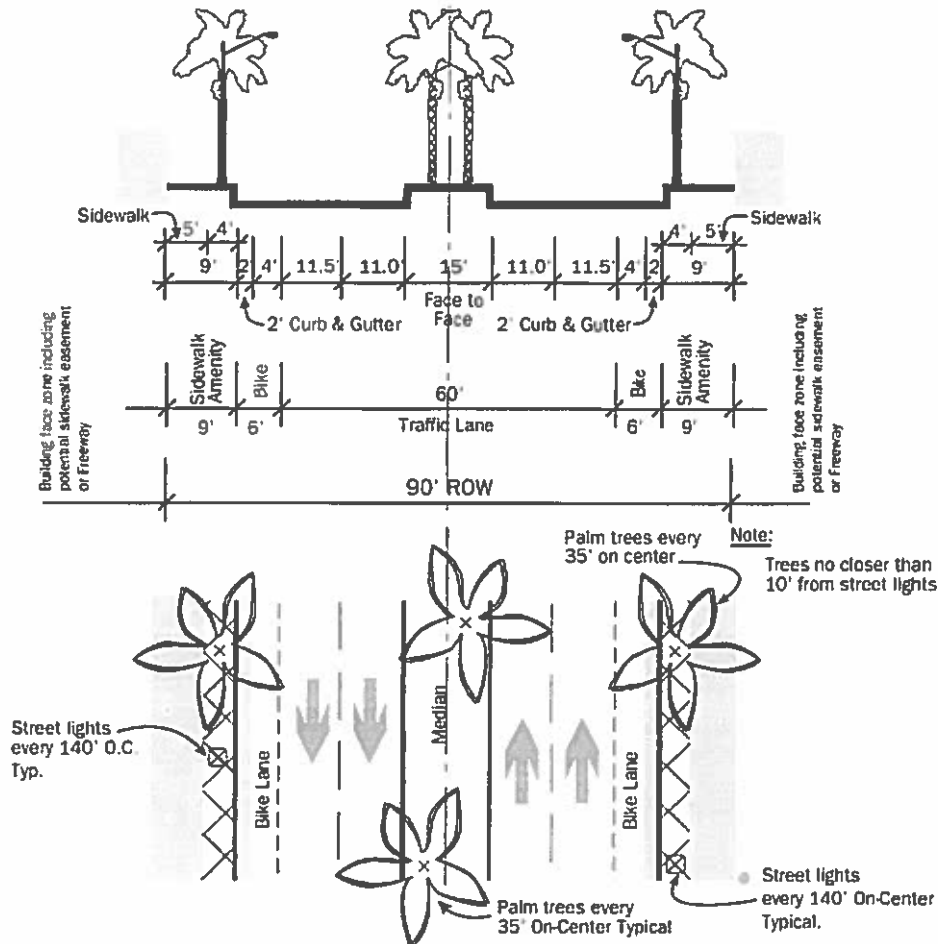


Figure 2

# Interior Campus Road

ROW : 50'  
 Traffic: 2 Lanes  
 Direction: 2 Way

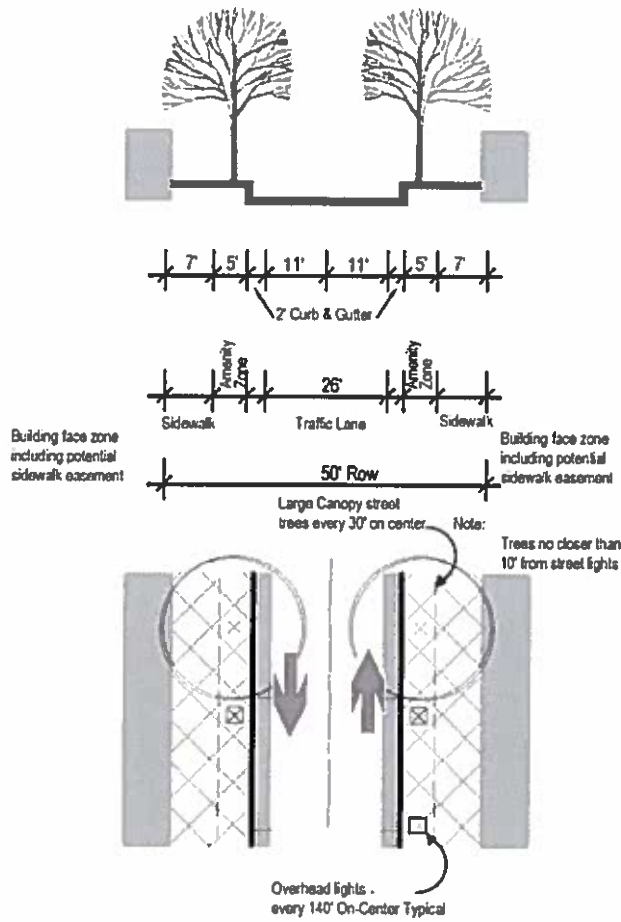


Figure 3



# Primary Arterial

ROW : 100'  
 Traffic : 6 Lanes & Median  
 Direction : 2 Way  
 Parking : Off Street

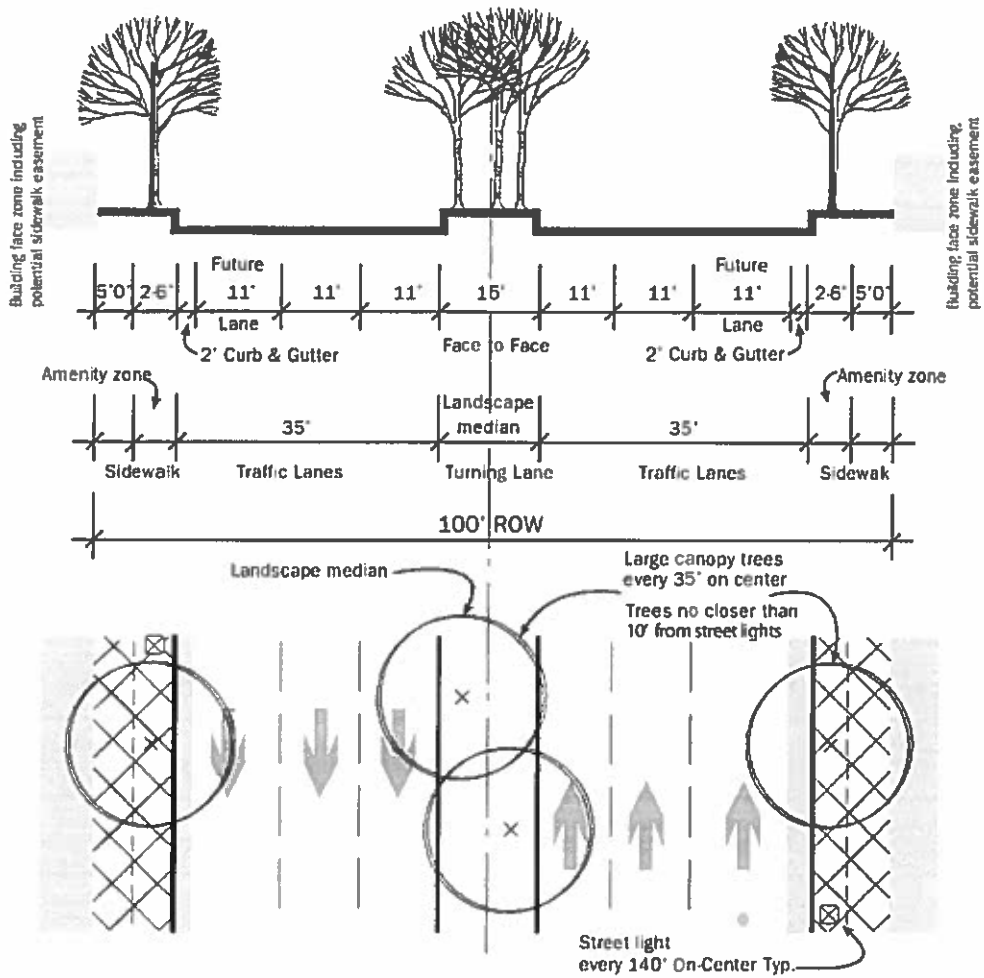


Figure 4

# Intersection Type A

## Collector Streets

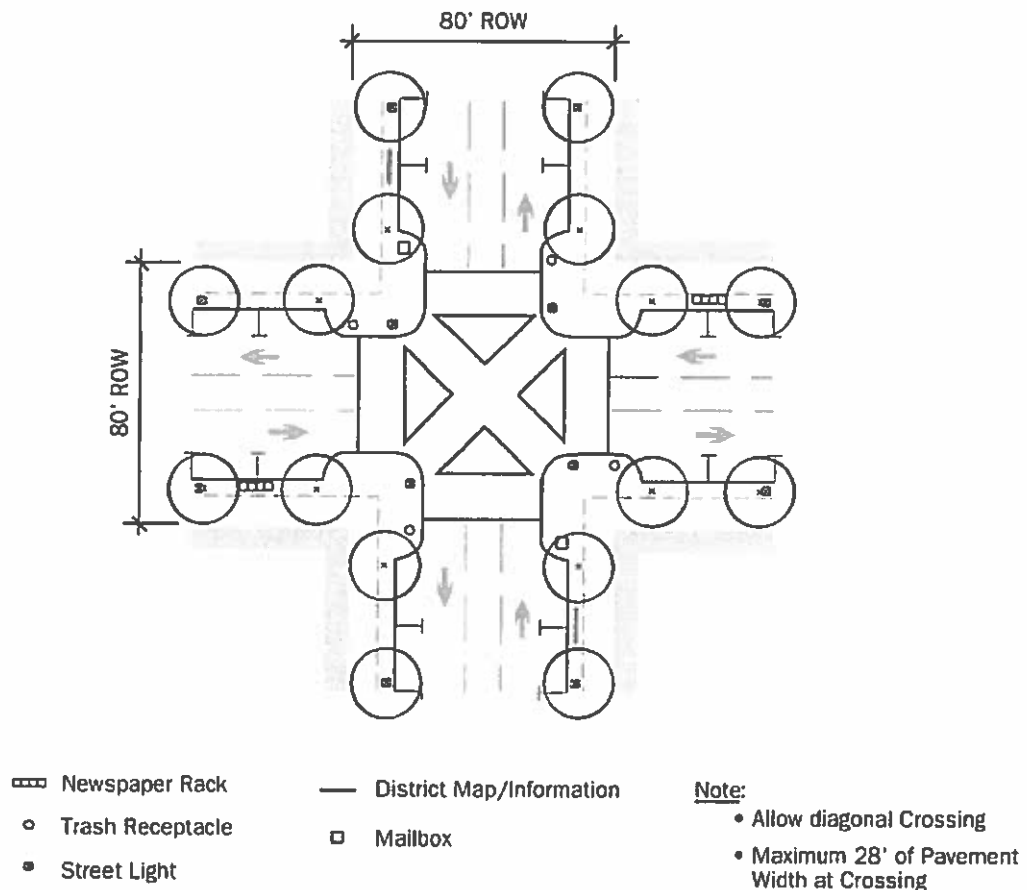
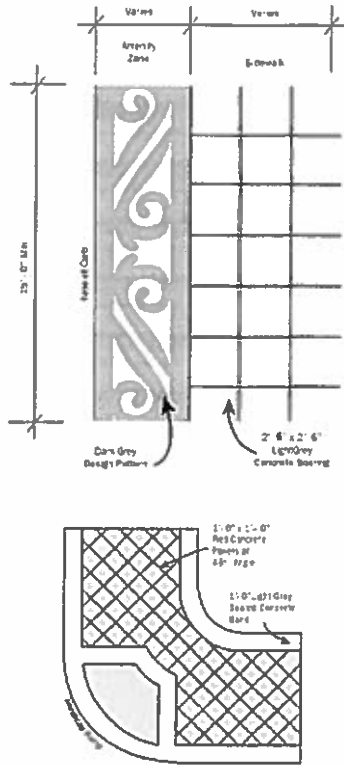


Figure 5

Figure 6

## Amenity Zone and Sidewalk Treatment



## Tree Grates

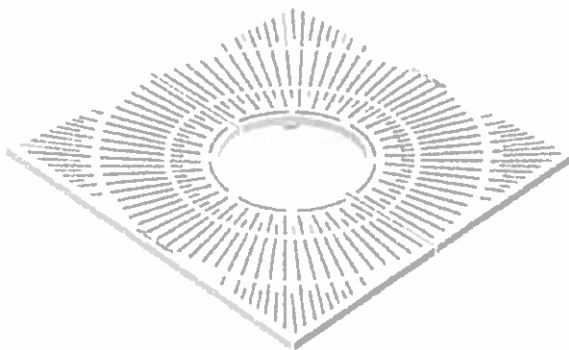
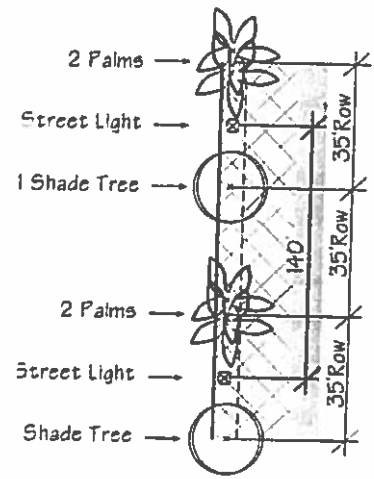


Figure 6

Figure 7



**Parkway and Arterial Tree Planting Layout**  
 Note:  
 A symmetrical arrangement shall be reflected on the opposite side of the parkway

### Specifications:

#### CAST IRON TREE GRATES:

Manufacturer: Neenah or equivalent  
 Model Number: R-8706-1A

#### NUMBER OF SECTIONS:

Two sections

#### DIMENSIONS:

Overall size: 4'-0" x 4'-0"



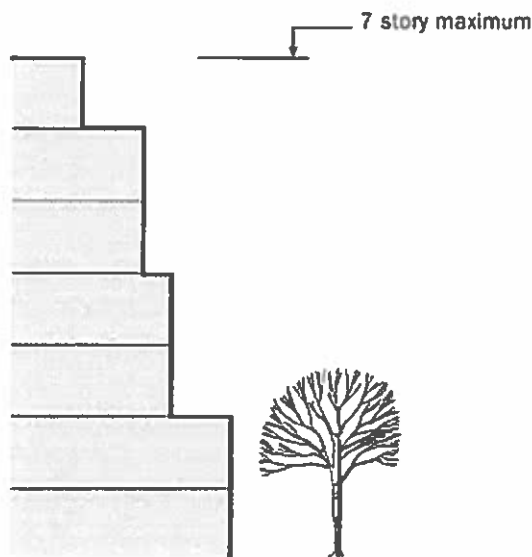
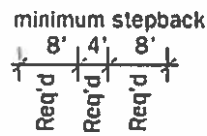
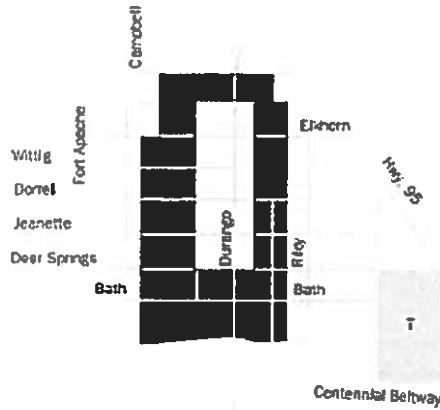


# Town Center

Urban Zone

Building Height

- Stepbacks
- Build-to-Line



Minimum build to setback line: 60%

Remaining 40% to be used for plaza, access to inner courtyard / parking and building face articulation

Figure 7

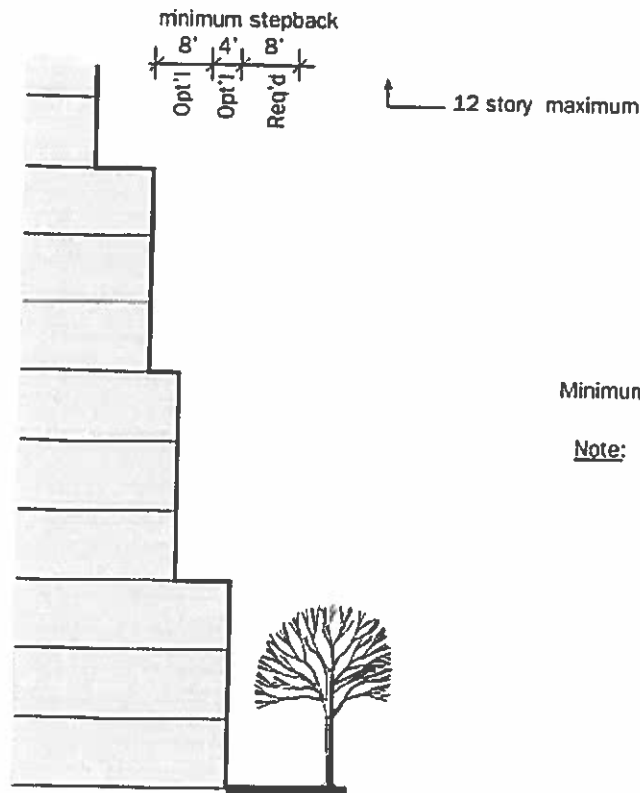
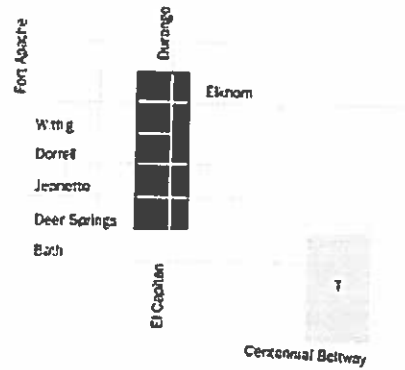


# Town Center

## Urban Core

### Building Height

- Stepbacks
- Build-to-Line



Minimum build to setback line: N/A

**Note:**

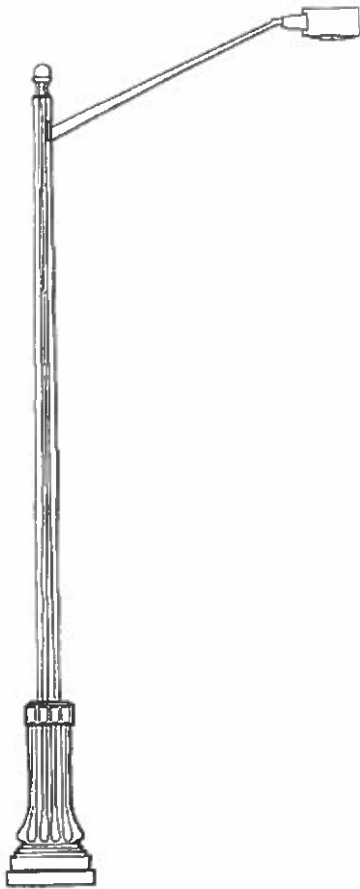
Building height in excess of 12 stories shall require Site Plan Review by PC/CC

Figure 8



Figure 9

## Overhead Lighting



**Specifications:**

**POLES:** Similar or equal to poles designated 6B1-29 (Double Arm) and 6B1-26 (Single) manufactured by Ameron.

**LIGHT FIXTURE:** Similar or equal to Gardco Form 10 Cylindrical Arm (CA-22-2-3-250HPS-240B.L.) or Kim CCS Series Curvilinear Arm Mounted Sharp Cutoff Fixture.

Light fixture to include standardized LED fixture.



# **Decorative Lighting**



## Specifications:

**POLES:** 13' - 0" above grade, similar or equal to Whatley Model # OA-510-13-BK-3N6.

**BASE COVER:** 20" w X 36" h, similar or equal to Whatley Series Park Model Base for Model 510 Post.

**LUMINARE:** 15" w X 29.5" h, similar or equal to Whatley Model 1002-23-50 HPS-W 240-F-BIK-III.

**FITTER:** 4" w X 11.5" h, similar or equal to Whatley Winter Park 500 Series.

**Light fixture to include standardized LED fixture.**

Figure 10



## Street Furniture



**Specifications:**

**ENDS:**

One-piece end castings of grey iron  
Plastic slats 2.75 in. (7cm.) x 1.125 in. (2.75cm.)

**LENGTH:**

5ft. (50in. / 147 cm.)

**DIMENSIONS:**

Height: 32 in. (81cm.)  
Seat height: 16.5 in. (41cm.)  
Depth: 30 in. (76cm.)

**Figure 11**

# Trash Receptacles

## Street Furniture



**Specifications:**

**FRAME:**

Solid steel flatbar fabrication

**LINER:**

Heavy duty plastic

**INSTALLATION:**

May be fastened to concrete using anchor plates provided in base

**DIMENSIONS:**

26.5 in. (66cm.) diameter x 38 in. (95 cm.) height

**CAPACITY:**

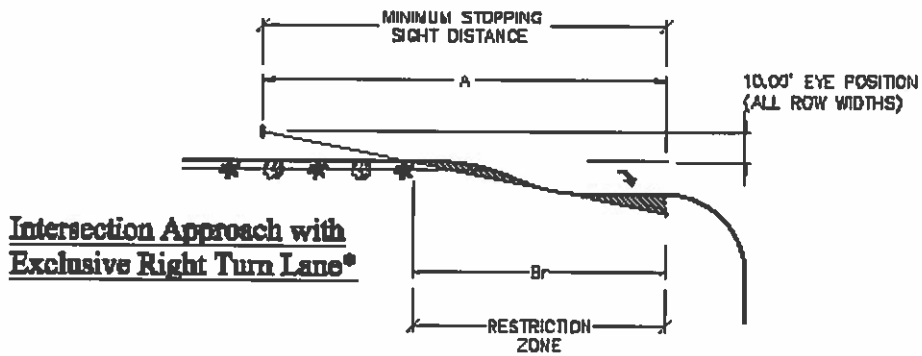
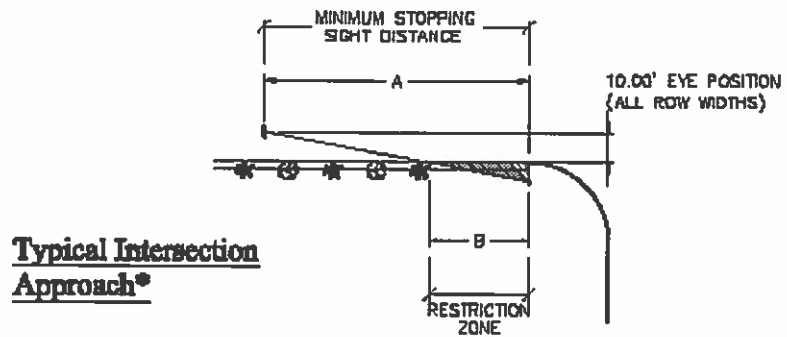
32 gallon

**WEIGHT:**

170 lb. (77 kg.)

Figure 12





\*NOTE: RESTRICTIONS FOR THE VISIBILITY OF SIGNS WILL DIFFER FROM INTERSECTION SIGHT DISTANCE RESTRICTIONS. FOR INTERSECTION SIGHT DISTANCE REFER TO TITLE 18, CHAPTER 12, SECTION 21D.

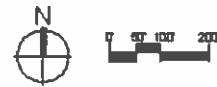
LANDSCAPING RESTRICTIONS FOR THE VISIBILITY OF SIGNS			
POSTED SPEED (mph)	A (ft)	B (ft)	Br (ft) (excluded right turn lane)
25	200	80	35
30	280	70	48
35	305	85	170
40	380	100	200
45	425	120	240
50	485	140	275

TYPICAL LANDSCAPING RESTRICTIONS FOR THE VISIBILITY OF SIGNS

Figure 13



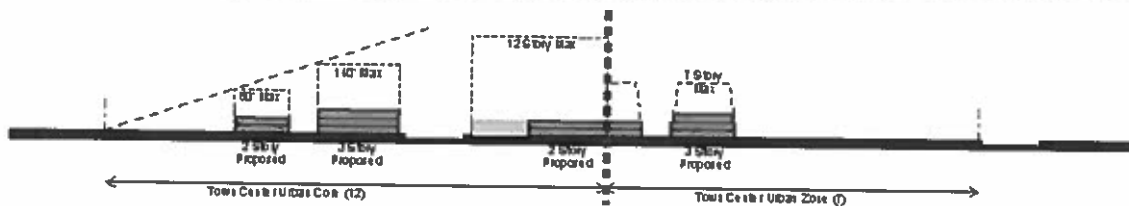
CSN NORTHWEST CAMPUS  
SITE PLAN - MAP 1



VICINITY MAP

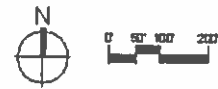






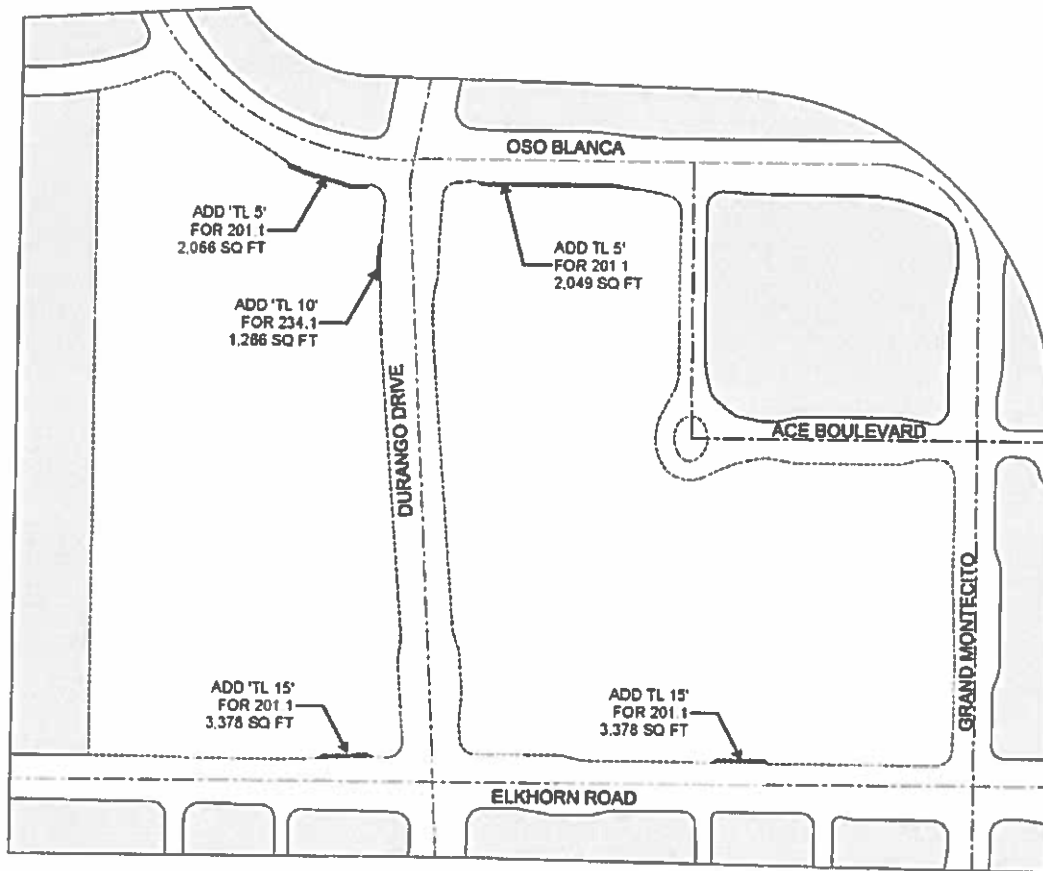
- Town Center Urban Core (12)
- Town Center Urban Zone (1)

CSN NORTHWEST CAMPUS  
SITE PLAN - MAP 2



VICINITY MAP





CSN NORTHWEST CAMPUS  
R/W PLAN - MAP 3



VICINITY MAP



EXHIBIT C  
TO CSN'S  
BRIEFING MEMO

**Determination of NEPA Adequacy (DNA) Worksheet  
for a  
Land Conveyance to the Nevada System of Higher Education  
for the College of Southern Nevada**

U.S. Department of the Interior  
Bureau of Land Management

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OFFICE: Las Vegas Field Office, NVSO100000

TRACKING NUMBER: DOI-BLM-NV-SO10-2015-0087-DNA

CASEFILE/PROJECTNUMBER: N-88283-02

PROPOSED ACTION TITLE/TYPE: Land Conveyance to the Nevada System of Higher Education for the College of Southern Nevada

LOCATION/LEGAL DESCRIPTION: Located in North Las Vegas, north of Highway 215, west of Interstate Highway 95, on Elkhorn Road and Durango Drive within the Mount Diablo Meridian, Nevada, T. 19 S., R. 60 E., sec. 17, lots 18, 31, 32, 35, 36, 37, and 38.

APPLICANT: Nevada System of Higher Education

**A. Description of Proposed Action and any application mitigation measures**

The proposed action is a land conveyance to the Nevada System of Higher Education for the College of Southern Nevada.

On December 19, 2014 bill H.R. 3979 was enacted as Public Law 113-291 (P.L. 113-291). Sec. 3092(h) of the public law conveyed 40.92 acres to the Nevada System of Higher Education, Board of Regents, for construction of a college campus for the College of Southern Nevada. The area has been surveyed by the Bureau of Land Management (BLM) Cadastral Surveyors. The legal description for the parcel area is Mount Diablo Meridian, Nevada, T. 19 S., R. 60 E., sec. 17, lots 18, 31, 32, 35, 36, 37, and 38 containing 42.03 acres more or less.

The conveyance parcel is undeveloped and undisturbed and located within a residential housing area in northwest Las Vegas. A final environmental site assessment (ESA) of the parcel will be conducted prior to sale.

This conveyance is in accordance with P.L. 113-291, sec. 3092(11), and as it states: "Notwithstanding section 202 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1712) and section 1(c) of the Act of June 14, 1926, (commonly known as the Recreation and Public Purposes Act) (43 U.S.C. 869(c), and subject to all existing rights and such terms and conditions as the Secretary determines to be necessary."

Determination of NEPA Adequacy (DNA)

## B. Land Use Plan Conformance

LUP Name Las Vegas Resource Management Plan and Final Environmental Impact Statement Date Approved: October 5, 1998

**The Proposed Action is in conformance with the applicable LUP because it is specifically provided for in the following LUP decisions:**

The action meets Lands Management, Objective: LD-1: "Approximately 175,314 acres of public lands within the disposal areas identified on Map 2-3 are potentially available for disposal through sale, exchange, or Recreation and Public Purpose patent to provide for the orderly expansion and development of southern Nevada." The parcel is located within a disposal area.

## C. Identify applicable National Environmental Policy Act (NEPA) documents and other related documents that cover the Proposed Action

This is a DNA according to NEPA regulations H-1790-1, 5.1.

The resource land area was previously analyzed in 2003 for use as a park under environmental assessment (EA): NEPA 2003-271; FONSI and Decision Record signed November 28, 2003.

The resource land area was previously analyzed in 2004 for disposal under the Las Vegas Valley Disposal Boundary Environmental Impact Statement, Record of Decision (ROD) signed December 23, 2004.

The resource land area was previously analyzed in 1998 for disposal under the Las Vegas Resource Management Plan (RMP) and Final Environmental Impact Statement (EIS), signed October 5, 1998.

## D. NEPA Adequacy Criteria

**1. Is the new Proposed Action a feature of, or essentially similar to, an alternative analyzed in the existing NEPA document(s)? Is the project within the same analysis area, or if the project location is different, are the geographic and resource conditions sufficiently similar to those analyzed in the existing NEPA document(s)? If there are differences, can you explain why they are not substantial?**

The Proposed Action is similar to an alternative analyzed in the previous EA 2003-271. The alternative in EA 2003-271 was analyzed as a Recreation and Public Purpose Act (R&PP) proposal for a park area with restrooms, parking lots, picnic areas, ballfields, basketball, tennis courts and community center. The new proposed conveyance action is a proposal for a college campus which could consist also of a park area, restrooms, parking lots, ballfields, basketball, tennis courts, and building education centers. It is therefore, essentially similar to the alternatives analyzed in EA 2003-271.

The conveyance action is within the same analysis area and same location as the previous EA 2003-271. The land is still undeveloped so the geographic location and the resource conditions remain the same.

**2. Is the range of alternatives analyzed in the existing NEPA document(s) appropriate with respect to the new Proposed Action, given current environmental concerns, interests, and resource values?**

The land is still undisturbed and undeveloped so the range of alternatives analyzed in the previous EA 2003-271 remain the same as in this analysis. The area is sunounded by residential areas. The alternatives in the previous analysis are appropriate for this action.

**3. Is the existing analysis valid in light of any new information or circumstances (such as, rangeland health standard assessments, recent endangered species listings, updated lists of BLM sensitive species)? Can you reasonably conclude that new information and new circumstances would not substantially change the analysis of the new Proposed Action?**

It is reasonable to conclude that there would be no substantial change to the analysis of the proposed action. There are no new information or circumstances that would require additional analysis.

The parcel area was previously analyzed under Biological Opinion File No. 1-5-96-F-23R.2 for the desert tortoise. Formal consultation was required with USFWS due to 33.75 acres of ground disturbance in tortoise habitat, which entailed an append to the programmatic biological opinion. The append was submitted to USFWS on July 12, 2015 and completed on February 23, 2016. Section 7 Consultation for this project is covered under the Programmatic Biological Opinion (84320-2010-F-0365 .R004) contingent on compliance with the terms and conditions. All remunerations fees for loss of desert tortoise habitat and other mitigation measures would be part of the Clark County Habitat Conservation Plan and section 10 incidental take permit process. Terms and conditions and minimization measures in the above Biological Opinion contain measures to avoid and reduce potential impacts, including take, to desert tortoise.

**4. Are the direct, indirect, and cumulative effects that would result from implementation of the new Proposed Action similar (both quantitatively and qualitatively) to those analyzed in the existing NEPA document?**

Yes, the direct, indirect, and cumulative effects that would result from implementation of the new conveyance action are similar (both quantitatively and qualitatively) to those analyzed in the previous EA 2003-271. The park (analyzed in EA-2003- 271) and the proposed college campus are similar and both would consist of parking lots, buildings, landscaping, lighting, and other amenities. The direct effects for both situations would involve an increase in public activity in the area with additional parking lots, sidewalks, traffic road congestion, road travel, and higher PM10 emissions in the area and these impacts were analyzed in the EA.

**5. Are there public involvement and interagency reviews associated with existing NEPA document(s) adequate for the current Proposed Action?**

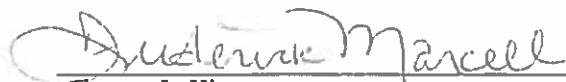
The public involvement and interagency reviews associated with previous assessments is adequate for this proposed action. Public involvement, other agency, and interagency reviews and involvement occurred in the RMP and EIS signed October 5, 1998, in the LVVDBEIS and Record of Decision (ROD) signed December 23, 2004, and in the previous EA 2003-271 assessment. This action is a requirement of P.L. 113-291, which was passed by Congress December 19, 2015, and placed in the Federal Register, Volume 79, No. 248, page vi, for public notification. The public involvement is adequate for the proposed action.

## Conclusion

Based on the review documented above, I conclude that this proposal conforms to the applicable land use plan and that the NEPA documentation fully covers the Proposed Action and constitute BLM's compliance with the requirements of the NEPA.

  
Project Lead: Dorothy Jean Dickey, Realty Specialist

  
Signature of NEPA Coordinator

  
FOR Vanessa L. Hice  
Assistant Field Manager  
Lands Division

4/29/2016  
Date

### Note:

The signed Conclusion on this Worksheet is part of an interim step in the BLM's internal decision process and does not constitute an appealable decision process and does not constitute an appealable decision. However, the lease, permit, or other authorization based on this DNA is subject to protest or appeal under 43 CFR Part 4 and the program-specific regulations.

EXHIBIT D  
TO CSN'S  
BRIEFING MEMO





# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Southern Nevada District Office  
Las Vegas Field Office  
4701 N. Torrey Pines Drive  
Las Vegas, Nevada 89130  
<http://www.blm.gov/nv/st/en.html>

In Reply Refer To:  
N- 3-02  
2740 (NVS01000)

## Memorandum

To: State Director, Nevada (NV-930)

From: Frederick Marcell  
Assistant Field Manager, Lands and Realty Division

Subject: Issuance of a Patent to the Board of Regents of the Nevada System of Higher Education (System) for the College of Southern Nevada

The following information should assist you in the preparation of a patent to the System. The requested patent is for 40.92 acres of public land. The following information is applicable to this case:

1. Patent is to satisfy the requirements of Public Law 113-291, sec. 3092(h), 128 STAT 3872 - 3874.
2. The System may use the Federal land conveyed for any public purpose consistent with uses allowed under the Act of June 14, 1926, as amended.
3. The patent is to the System. The address is: Nevada System of Higher Education, 4300 S. Maryland Parkway, Las Vegas, Nevada 89119.
4. Legal Description:  
Mount Diablo Meridian, Nevada  
T. 19 S., R. 60 E.,  
sec. 17, lots 31, 32, 35-38, and 41.

The area described contains 40.92 acres.

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches and canals constructed by the authority of the United States, Act of August 30, 1890 (43 U.S.C. 945); and
2. All mineral deposits in the land so patented, and right of the United States, or persons authorized by the United States, to prospect for, mine, and remove such deposits from the same under applicable laws and regulations as the Secretary of the Interior may prescribe.

SUBJECT TO:

1. Valid existing rights; and
2. Right-of-way N-46063 for a Federal highway to the Nevada Department of Transportation (NDOT) for a transmission line granted to Valley Electric Association, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761); and
3. Right-of-way N-58721 for an overhead distribution power line granted to NV Energy dba Nevada Power Company, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761); and
4. Right-of-way N-61329 for a water pipeline granted to Las Vegas Valley Water District, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761); and
5. Right-of-way N-73808 for telephone facilities granted to Central Telephone Company dba CenturyLink, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761); and
6. Right-of-way N-73826 for a distribution power line granted to Nevada Power Company dba NV Energy, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761); and
7. Right-of-way N-73902 for road, sewer, and drainage, granted to the City of Las Vegas, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761); and
8. Right-of-way N-74001 for a fiber optic line granted to Cox Communications, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761); and
9. Right-of-way N-75274 for an underground distribution line granted to Nevada Power Company dba NV Energy, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761); and

10. Right-of-way N-75820 for underground conduits and power lines granted to Nevada Power Company dba NV Energy, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761); and
11. Right-of-way N-76116 for road, sewer, and drainage purposes granted to the City of Las Vegas, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761); and
12. Right-of-way N-79227 for a natural gas pipeline granted to Southwest Gas Corporation, its successors or assigns, pursuant to the Act of February 25, 1920 (30 U.S.C. 185 Sec. 28); and
13. Right-of-way N-81383 for an underground power distribution line granted to Nevada Power Company dba NV Energy, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761); and
14. Right-of-way N-83109 for an underground water pipeline granted to the Las Vegas Valley Water District, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761); and
15. Right-of-way N-85235 for an underground power distribution line granted to Nevada Power Company dba NV Energy, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761); and
16. Right-of-way N-88267 natural gas pipelines granted to Southwest Gas Corporation, its successors or assigns, pursuant to the Act of February 25, 1920 (30 U.S.C. 185 Sec. 28); and
17. Provisions of Title VI of the Civil Rights Act of 1964;
  - a. The patentee or any successor in interest shall comply with and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CFR 17) for the period that the land conveyed herein is used for the purpose for which the patent was made pursuant to the act cited or for another purpose involving the provision of similar services or benefits.
  - b. If the patentee or any successor in interest does not comply with the terms or provisions of Title VI of the Civil Rights Act of 1964 and the requirements imposed by the Secretary of the Interior issued pursuant to that title during the period which the land described herein is used for the purpose for which the patent was made pursuant to the act cited or for another purpose involving the provision of similar services or benefits, said Secretary or his delegate may declare the terms of this patent terminated in whole or in part.

- c. The patentee, by acceptance of this patent, agrees for itself and its successors in interest that a declaration of termination in whole or in part of this patent shall, at the option of the Secretary or his delegate, operate to revert in the United States full title to the land involved in the declaration.
- d. The United States shall have the right to seek judicial enforcement of the requirements of Title VI of the Civil Rights Act of 1964 and the terms and conditions of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant to said Title VI, in the event of their violation by the patentee or any successor in interest.
- e. The patentee or any successor in interest will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the property conveyed.
- f. The reservations, conditions, and limitations contained in paragraphs (1) through (5) shall constitute a covenant running with the land, binding on the patentee and his (its) successors in interest for the period for which the land described herein is used for the purpose for which this patent was made, or for another purpose involving the provision of similar services or benefits.
- g. The assurances and covenant required by sections (1) through (6) above shall not apply to ultimate beneficiaries under the program for which this patent is made; "Ultimate beneficiaries" are identified in 43 CFR 17.12(h).

By accepting this patent, the patentee agrees to indemnify, defend and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind or nature arising from the past, present, and future acts or omissions of the patentee, its employees, agents, contractors, or lessees, or any third-party, arising out of, or in connection with, the patentees use, occupancy, or operations on the patented real property. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the patentee, its employees, agents, contractors, or lessees, or third party arising out of or in connection with the use and/or occupancy of the patented real property resulting in: (1) Violations of federal, state, and local laws and regulations applicable to the real property; (2) Judgments, claims or demands of any kind assessed against the United States; (3) Costs, expenses, damages of any kind incurred by the United States; (4) Other releases or threatened releases on, into or under land, property and other interests of the United States by solid or hazardous waste(s) and/or hazardous substances(s), as defined by federal or state environmental laws; (5) Other activities by which solid or hazardous substances or wastes, as defined by federal and state environmental laws were generated, released, stored, used or otherwise disposed of on the patented real property, and any cleanup response, remedial action, or other actions related in any manner to said solid or hazardous substances or wastes; (6) Or natural resource damages as defined by federal and state law. This covenant shall be construed as running with the patented real property, and may be enforced by the United States in a court of

competent jurisdiction;

PURSUANT to the requirements established by section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), (42 U.S.C. 9620(h)), as amended by the Superfund Amendments and Reauthorization Act of 1988, (100 Stat. 1670), notice is hereby given that the above described lands have been examined and no evidence was found to indicate that any hazardous substances had been stored for one year or more, nor had any hazardous substances been disposed of or released on the subject property.

The patentee may use the above described lands for any public purposes consistent with uses allowed under the Act of June 14, 1926 (commonly known as the Recreation and Public Purposes Act) 43 U.S.C. 869 *et seq.* The patentee shall get approval from the BLM for a development plan or management plan before construction begins in accordance with the Act of June 14, 1926. Provided that title shall revert to the United States upon a finding, after notice and opportunity for a hearing, that, without the approval of the Secretary of the Interior or his delegate, the above described lands ceases to be used for the System, or the patentee or its approved successor attempts to transfer title to or control over the lands to another, or the lands have been devoted to a use other than that for which the lands were conveyed, or the patentee has failed to follow the approved development plan or management plan.

Provided further that the Secretary of the Interior may take action to revest title in the United States if the patentee directly or indirectly permits its agents, employees, contractors, or subcontractors (including without limitation lessees, sublessees, and permittees) to prohibit or restrict the use of any part of the patented lands or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

The patent is to satisfy the requirements of Public Law 113, 291, sec. 3092(h), 128 STAT 3872 and 128 STAT 3874, which is to the System for the College of Southern Nevada. Patent is without consideration, no purchase monies received.

A Final Environmental Site Assessment (ESA) has been completed prior to patent issuance.

Please send all patent documents to: Attn: Nicholas G. Vaskov, System Counsel and Director of Real Estate Planning, Nevada System of Higher Education, 4300 S. Maryland Parkway, Las Vegas, Nevada 89119.

An electronic version of this memorandum will be uploaded into the Sharepoint site, attn: to Edison Garcia, Land Law Examiner, NV-931.

Should you have any questions concerning this patent request, please contact Eric Benavides, Realty Specialist, by e-mail at [ebenavides@blm.gov](mailto:ebenavides@blm.gov) or by phone at (702) 515-5144.

EXHIBIT E  
TO CSN'S BRIEFING  
MEMO

**Memorandum of Agreement  
Between  
Board of Regents of the Nevada System of Higher Education  
and  
United States Department of the Interior  
Bureau of Land Management**

This Memorandum of Agreement is made and entered into by the Board of Regents of the Nevada System of Higher Education (System), and the United States, by and through the Department of the Interior, Bureau of Land Management (BLM), to facilitate the transfer of Federal public land to the System for the College of Southern Nevada, as provided for in Public Law 113-291, H.R. 3979, the Carl Levin and Howard P. "Buck" McKeon National Defense Authorization Act for Fiscal Year 2015 (P.L. 113-291).

WHEREAS, in 2014, Congress passed P.L. 113-291, containing SEC. 3092 "Miscellaneous Issues Related to Las Vegas Valley Public Land and Tule Springs Fossil Beds National Monument" (Sec. 3092), in particular Sec. 3092(h), "Conveyances of Land to the Nevada System of Higher Education," which instructed at subsection (h)(2)(A) that "Notwithstanding section 202 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1712) and section 1(c) of the Act of June 14, 1926 (commonly known as the 'Recreation and Public Purposes Act,' 43 U.S.C. 869(c)), and subject to all valid existing rights and such terms and conditions as the Secretary determines to be necessary, the Secretary shall, not later than 180 days after the date of enactment of this section, convey to the System, without consideration, all right, title, and interest of the United States in and to... the Federal land identified on the map entitled 'College of Southern Nevada Land Conveyance' and dated June 26, 2012, for the College of Southern Nevada".

WHEREAS, in accordance with Sec. 3092(h)(2)(A)(i)(II), as a precondition of the conveyance, the Board of Regents shall, by mutual assent, enter into a binding development agreement with the City of Las Vegas that provides for the orderly development of the Federal land to be conveyed and complies with Nevada State law.

WHEREAS, in accordance with Sec. 3092(h)(2)(B), as a condition of the conveyance, the Board of Regents shall agree in writing:

1. To pay any administrative costs associated with the conveyance, including the costs of any environmental, wildlife, cultural, or historical resources studies;
2. To use the Federal land conveyed for educational and recreational purposes; and
3. To release and indemnify the United States from any claims or liabilities that may arise from uses carried out on the Federal land on or before the date of enactment of this section by the United States or any person.

WHEREAS, in accordance with Sec. 3092(h)(2)(C), the System may use the Federal land conveyed for any public purposes consistent with uses allowed under the Act of June 14, 1926 (commonly known as the "Recreation and Public Purposes Act," 43 U.S.C. 869 *et. seq.*)

WHEREAS, in accordance with Sec. 3092(h)(2)(D)(i), if the Federal land or any portion of the Federal land conveyed ceases to be used for the System, the Federal land, or any portion of the Federal land shall, at the discretion of the Secretary, revert to the United States.

WHEREAS, the Parties wish to memorialize their interpretation of several statutory provisions; their agreement on procedures to implement certain of those provisions; their agreement as to the methods, procedures, and timing for completing the conveyance action; their agreement to the legal



description of the land to be conveyed, along with the use of certain maps to facilitate the conveyance; and their agreement and interpretation of certain terms for inclusion in the conveyance patent.

NOW, THEREFORE, it is agreed as follows:

**I. AUTHORITY**

The BLM has the authority to enter into this MOA pursuant to the Federal Land Policy and Management Act of 1976 (FLPMA), 43 U.S.C. § 1737 (b) and (c); P.L. 113-291; and all other applicable federal rules and regulations.

The System has the authority to enter into this MOA pursuant to Article 11, Section 4 of the Nevada Constitution, Chapter 396 of the Nevada Revised Statutes (NRS), including without limitation, NRS 396.420, and certain other inherent and necessarily implied power and authority.

**II. DEFINITIONS:**

- A. "Agreement" means this Memorandum of Agreement duly and fully executed modifications, amendments or supplements.
- B. "BLM" means the United States Department of the Interior, Bureau of Land Management.
- C. "System" means the Board of Regents of the Nevada System of Higher Education.
- D. "Parties" means the BLM and the System.
- E. "Secretary" means the Secretary of the Interior.
- F. "P.L. 113-291" means that particular section (SEC. 3092) and subsections of Public Law 113-291, H.R. 3979 – the Carl Levin and Howard P. "Buck" McKeon National Defense Authorization Act for Fiscal Year 2015 - which describes the conveyance action to the System for the College of Southern Nevada. The conveyance action is described within subsection P.L. 113-291, SEC. 3092(h).

**II. THE SYSTEM AND THE BLM AGREE THAT:**

A. After further cadastral work, the approximately 40 acres to be conveyed for the College of Southern Nevada, described in P.L. 113-291, SEC. 3092(h)(1)(c)(i), is more accurately estimated at 42.82 acres, more or less. The System and the BLM agree that the conveyance action will be for approximately 42.82 acres of public land.

B. The legal description for the conveyance action is identified as:

Mount Diablo Meridian, Nevada

T. 19 S., R. 60 E.,

sec. 17, lots 31 thru 38, and 41.

C. The conveyance action may not be finished within the 180-day timeframe identified in P.L. 113-291, SEC. (h)(2)(A)(i), but the Parties will continue to cooperatively work toward completing of the conveyance as soon as is practicable.

D. The conveyance area will be used for the construction and operation of a college, and closely related amenities typically ancillary thereto which serve a need of such operation (e.g., research facilities, residential/dormitory facilities, food or bookstore commercial facilities, etc.).

**III. THE SYSTEM AGREES THAT:**

A. To fulfill the P.L. 113-291 requirement to use the conveyed land for public purposes consistent with uses allowed under the Act of June 14, 1926 (commonly known as the "Recreation and Public Purposes Act", 43 U.S.C. 869 *et. seq.*), the Systems shall:

- a. Submit to the BLM a Plan of Development for their college campus (including ancillary amenities) which must be approved by the BLM before construction may begin on the conveyance property. Submit any revised Plan of Developments, additions, or changes to the Plan of Development to the BLM.

The Plan of Development(s), additions, or changes must be approved by the BLM before construction can begin.

- B. The System accepts, or otherwise supports through contributed property interests, the following excepted and reserved interests of the United States for inclusion in the patent:
  - a. Right-of-way thereon for ditches and canals constructed by the authority of the United States, Act of August 30, 1890 (43 U.S.C. 945).
- C. The System agrees that, as a precondition of the conveyance, by mutual assent, the System is required to enter into a binding development agreement with the City of Las Vegas that provides for the orderly development of the Federal land to be conveyed and complies with Nevada State law.
- D. The System agrees that, before construction of the College can begin, the System will review and abide by the existing public laws in effect for the desert tortoise.
- E. The System agrees in writing to pay any administrative costs associated with the conveyance, including the costs of any environmental, wildlife, cultural, or historical resources studies.
- F. The System agrees in writing to release and indemnify the United States from any claims or liabilities that may arise from uses carried out on the Federal land on or before the date of enactment.

**IV. THE BLM AGREES THAT:**

- A. It will complete the conveyance action as soon as practicable.
- B. The BLM agrees that it will work in cooperation with the System and make a good faith effort to resolve any issues that may arise relating to this conveyance action.

**V. ADMINISTRATIVE PROVISIONS:**

1. This MOA is not intended to, and does not create, any right, benefit, or trust responsibility.
2. Freedom of Information Act (FOIA) – Any information held by the Parties under this instrument may be subject to either FOIA (5 U.S.C. 553) and/or the Nevada Public Records Act, Government Code sections 6250-6276.48.
3. MOA Modifications – Modifications of the MOA will be allowed and recognized upon signed agreement by both Parties. The requesting Party will submit a written modification request for consideration by the other Party, and the receiving Party will respond within 30 calendar days.
4. Availability of Appropriations – Nothing in this Agreement may be construed to obligate the Department of the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this Agreement obligate the Department or the United States to spend funds on any particular project or purpose, even if funds are available.
5. Effective Date – This Agreement will become effective upon the date of the last signature below.
6. Effective Period – This Agreement shall continue in force from the effective date until terminated by either party upon 30-days written notice to the other party.
7. Termination – Either Party may terminate this Agreement upon 30-days written notice to the other party.
8. Mediation of Future Disputes - The Parties agree that should any conflicts or disagreements arise between the Parties concerning the terms of this Agreement that they will make good faith efforts to resolve such disputes prior to terminating their involvement in this Agreement or commencing litigation. Such good faith efforts may include seeking

arbitration or mediation only with the written consent of all parties to the conflict or disagreement.

- 9. Complete Agreement - This Agreement represents the complete understanding of the Parties with respect to the terms of this Agreement and supersedes all inconsistent prior understandings, agreements and disagreements with respect to such terms.

**IN WITNESS WHEREOF THE PARTIES AFFIX THEIR SIGNATURES BELOW:**

Bureau of Land Management

Board of Regents of the Nevada System of Higher Education

BY: Timothy Z. Smith  
District Manager

BY:

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_