

**CLARK COUNTY BOARD OF COMMISSIONERS**  
**ZONING / SUBDIVISIONS / LAND USE**  
**AGENDA ITEM**

---

**Petitioner:** Sami Real, Director, Department of Comprehensive Planning

---

**Recommendation:** ORD-23-900649: Introduce an ordinance to consider adoption of a Development Agreement with HR NEVADA, LLC and MIRAGE PROPCO, LLC for the Hard Rock Resort Hotel, generally located west of Las Vegas Boulevard South and 1,300 feet south of Spring Mountain Road in Paradise. TS/sr (For possible action)

---

**FISCAL IMPACT:**

None by this action.

**BACKGROUND:**

The Board of County Commissioners (Board) approved the Hard Rock Resort Hotel, (UC-23-0031) on March 22, 2023 consisting of a casino, showrooms, restaurants, theater, retail, offices, pharmacy, and a variety of other ancillary uses. Conditions of approval of the application require the applicant to enter into a Development Agreement to mitigate the impacts of the project identified by the Board.

In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes (NRS), the Development Agreement must be approved by ordinance. Furthermore, in accordance with Title 30, the Board of County Commissioners may approve the Development Agreement (Agreement) if:

- (1) Final action has been taken approving the land use application for the proposed development project;
- (2) The issues identified in the regional infrastructure and services evaluative reports, or as otherwise identified, relating to this project have been adequately addressed;
- (3) The Agreement is a necessary and appropriate mechanism to implement the development of the project;
- (4) The Agreement is consistent with the objectives, policies, general land uses and programs specified in the master plan;
- (5) The Agreement is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the property is located and all other provisions of Title 30;
- (6) The Agreement is not detrimental to public health, safety and general welfare; and
- (7) The Agreement is consistent with the provisions of NRS Chapter 278.

Mitigation incorporated into the Agreement includes, but is not limited to, measures aimed at addressing impacts to fire services. Documents are available for review in the Department of Comprehensive Planning, Current Planning division.

Staff recommends the Board set a public hearing for January 3, 2024 to discuss the required findings and conduct a public hearing on the ordinance.

**Cleared For Agenda**  
12/20/23

BILL NO. \_\_\_\_\_

SUMMARY - An ordinance to consider adoption of a Development Agreement with HR NEVADA, LLC and MIRAGE PROPCO, LLC for the Hard Rock Resort Hotel, generally located west of Las Vegas Boulevard South and 1,300 feet south of Spring Mountain Road within Paradise.

ORDINANCE NO. \_\_\_\_\_  
(of Clark County, Nevada)

AN ORDINANCE TO CONSIDER ADOPTION OF A DEVELOPMENT AGREEMENT WITH HR NEVADA, LLC AND MIRAGE PROPCO, LLC FOR THE HARD ROCK RESORT HOTEL, GENERALLY LOCATED ON THE WEST SIDE OF LAS VEGAS BOULEVARD SOUTH, 1,300 FEET SOUTH OF SPRING MOUNTAIN ROAD IN PARADISE, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CLARK, STATE OF NEVADA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. In accordance with the provisions of Section 278.0203 of the Nevada Revised Statutes and Chapter 30.20 of the Clark County Code a Development Agreement with HR NEVADA, LLC AND MIRAGE PROPCO, LLC for the Hard Rock Resort Hotel on 69.8 acres, generally located west of Las Vegas Boulevard South and 1,300 feet south of Spring Mountain Road within Paradise, is hereby adopted.

SECTION 2. If any section of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not invalidate the remaining parts of this ordinance.

SECTION 3. All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the Clark County Code in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and the publication thereof by title only, together with names of the County Commissioners voting for or against its passage, in a newspaper published in and having a general circulation in Clark County, Nevada, at least once a week for a period of two (2) weeks and shall be effective on and from the fifteenth day after passage.

PROPOSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2023

INTRODUCED by: \_\_\_\_\_

PASSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2024

VOTE:

AYES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
NAYS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSTAINING:  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
CLARK COUNTY, NEVADA

By: \_\_\_\_\_  
JAMES B. GIBSON, Chair

ATTEST:

\_\_\_\_\_  
Lynn Marie Goya, County Clerk

This ordinance shall be in force and effect from and after the \_\_\_\_\_ day  
of \_\_\_\_\_ 2024.

APN: 162-17-711-002; 162-16-214-002  
Please Return to: Sami Real  
Comprehensive Planning Department  
1st Floor, Clark County Government Center  
500 Grand Central Parkway  
Las Vegas, Nevada 89155

**DEVELOPMENT AGREEMENT**

**BETWEEN**

**THE COUNTY OF CLARK, NEVADA**

**AND**

**HR NEVADA, LLC**

**AND**

**MIRAGE PROPCO, LLC**

**FOR THE**

**HARD ROCK HOTEL GUITAR TOWER**

**ORD-23-900649**

**HARD ROCK HOTEL GUITAR TOWER PROJECT**  
**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and among the County of Clark, State of Nevada (hereinafter referred to as the "County"), HR NEVADA, LLC, hereinafter referred to as the "Developer" of the Subject Property described on Exhibit "A" attached hereto and incorporated herein by reference, and MIRAGE PROPCO, LLC, hereinafter referred to as "Owner" of the Subject Property. The County and the Developer and/or Owner are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties".

**SECTION 1**  
**DEFINITIONS**

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

- (a) "**Acquisition Cost**" means costs including but not limited to attorney fees, court costs, witness fees, expert fees, acquisition and purchase amounts, closing costs and title insurance.
- (b) "**ADA**" means Americans with Disabilities Act, 42 U.S.C. § 12131, et. seq.
- (c) "**Agreement**" has the meaning assigned to it in the first paragraph hereof and includes all exhibits attached hereto or incorporated by reference herein and all written amendments, which are subsequently approved by the Parties hereto.
- (d) "**Applicable Rules**" means the specific codes, ordinances, rules, regulations and official policies of the County as adopted and in force at the time of permit issuance or map recordation and as amended and modified from time to time, regarding planning, zoning, subdivisions, timing and phasing of development, permitted uses of the Subject Property, density, design, and improvement standards and specifications applicable to the Project including the portions of Title 30 of the Code, which are attached as Exhibit "B", subject to the following:
  - (1) The zoning or land use established by the Land Use Approvals will not be amended or modified during the term of this Agreement without the Owner's prior written approval; and
  - (2) The Chapters of Title 30 of the Code set forth in Exhibit "B" shall be locked in for the term of this Agreement to the extent those chapters do not involve fees, monetary payments, submittal requirements, review procedures prescribed by ordinance and uniformly applied throughout the County, or any provision of the Title 30 adopted by the County Commission relating to or referencing standards or specifications which have also been endorsed or adopted by the Southern Nevada Regional Planning Coalition, Regional Transportation Commission, the Southern Nevada Water Authority or CCRFCD and which are uniformly applied throughout the County. The

Owner and Developer agree to be subject to all such fees and monetary payments prescribed by ordinance as adopted or amended from time to time throughout the duration of this Agreement.

- (e) **“CCRFCD”** means the Clark County Regional Flood Control District.
- (f) **“Code”** means the Clark County Code, including all rules, regulations, standards, criteria, manuals and other references as amended and modified from time to time subject to Section 1.01(d)(2).
- (g) **“County”** means the County of Clark, State of Nevada together with its successors and assigns.
- (h) **“County Commission”** means the Board of County Commissioners of the County of Clark, State of Nevada.
- (i) **“County Master Plan”** means the comprehensive plan adopted by the Planning Commission of Clark County and County Commission in 1983 and all amendments thereto including, but not limited to, all adopted land use and development guides and elements that are applicable to the Subject Property.
- (j) **“Developer”** means HR NEVADA, LLC, and its respective successors and assigns, as the Developer of the land constituting the Subject Property.
- (k) **“Development Agreement Ordinance”** means Chapters 30.16 and 30.20 of the Code and any other Chapters of the Code that are relevant to this Agreement.
- (l) **“Effective Date”** means the date on which the Ordinance approving this Agreement becomes effective.
- (m) **“Force Majeure”** means war, acts of terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, epidemic/pandemic, or acts of God.
- (n) **“Improvements”** means private or public facilities that may include, but are not limited to, roadway, fire hydrants, sidewalks, curbs, gutters, pavement, gravel, aggregate base, streetlights, street name signs, traffic signals and signs, pavement markings, other applicable traffic control devices, survey monuments, flood control and drainage facilities which are required by the County in direct connection with and as part of the development and use of the Project.
- (o) **“Land Use Approvals”** means land use applications approved by the County, including approvals or waivers subsequent to this Agreement, and all applicable conditions for the Project, including without limitation those approvals and conditions of UC-23-0031; the Agenda Sheet and Notice of Final Action are attached hereto as Exhibit “C” and incorporated herein by this reference.
- (p) **“LVMPD”** means the Las Vegas Metropolitan Police Department.

- (q) **“NDOT”** means Nevada Department of Transportation.
- (r) **“NRS”** means the Nevada Revised Statutes, as amended.
- (s) **“Occupancy Permit”** means a final occupancy permit or certificate of occupancy issued by the County.
- (t) **“Owner”** means MIRAGE PROPCO, LLC, and its respective successors and assigns, as the Owner of the land constituting the Subject Property.
- (u) **“Project”** means the Hard Rock Hotel Guitar Tower Project to be constructed on the Subject Property and the proposed development of the Subject Property as described in the Land Use Approvals and this Agreement. The Developer shall have the right to change the name of the Project in its sole discretion.
- (v) **“Subject Property”** means that certain real property, which the Owner owns and is generally located on the west side of Las Vegas Boulevard South, 1,300 feet south of Springs Mountain Road, more particularly described in Exhibit “A”.
- (w) **“Temporary Occupancy Permit”** means a temporary or partial certificate of occupancy or completion issued by the Clark County Building Department for the use of a portion or portions of a building or structure prior to the completion of the entire building or structure.
- (x) **“Term”** means the term of this Agreement together with any extension agreed upon pursuant to Section 7.02 hereof.
- (y) **“Traffic Impact Analysis”** means a transportation study prepared by Developer for the Project submitted to and approved by the County that includes any and all addendums acceptable to the County and all comments by the County, NDOT, if applicable, and other public entities.

**SECTION 2  
RECITAL OF PREMISES, PURPOSE AND INTENT**

**2.01 Recitals.** This Agreement is predicated upon the following facts and findings:

- (a) **Statutory Authorization.** The County is authorized, pursuant to NRS §§ 278.0201 through 278.0207 inclusive, to enter into binding development agreements with persons having a legal or equitable interest in real property and, pursuant to NRS Chapter 278, to establish long range plans for the development of such property.
- (b) **Ownership Interest.** The Owner represents that it has fee title ownership or has the right to acquire fee title to the Subject Property.

- (c) **County Authorization, Hearing and Ordinance.** All preliminary processing with regard to the Project has been duly completed in conformance with all applicable laws, rules and regulations. The County Commission, having given notice as required by law, held a public hearing on the Owner's application seeking approval of the form of this Agreement and the execution hereof by the County. After the public hearing, the County Commission found that this Agreement is consistent with the County's plans, policies and regulations, including the County Master Plan, that this Agreement meets the requirements of Title 30 of the Code, and execution hereof by and on behalf of the County is in the public interest and is lawful in all respects. During the same meeting at which the public hearing was held, the County Commission adopted the Ordinance approving this Agreement and authorizing the execution hereof by duly constituted officers of the County. Said ordinance was scheduled to be effective two weeks after adoption. The County agrees to record a certified copy of the ordinance as required by NRS § 278.0207.
- (d) **County Intent.** The County desires to enter into this Agreement in conformity with the requirements of NRS and as otherwise permitted by law to better provide for public services, public uses and urban infrastructure, to promote the health, safety and general welfare of the County and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Project and surrounding areas, to ensure attainment of the maximum efficient utilization of resources within the County at the least economic cost to its citizens and otherwise achieve the goals and purposes of the Code and County Master Plan. In exchange for these and other benefits to the County, the Owner and Developer will receive the assurance that it may develop the Project during the Term in accordance with the Applicable Rules, subject to the terms and conditions herein contained.
- (e) **Owner and Developer Intent.** In accordance with the legislative intent evidenced by NRS chapter 278 authorizing development agreements and the intent of the County in adopting an ordinance allowing development agreements, the Owner wishes to obtain reasonable assurances that the Developer may develop the Project in accordance with the conditions and obligations established in this Agreement and Developer wishes to obtain reasonable assurances that it may develop the Project in accordance with the conditions and obligations established in this Agreement. The Owner and Developer acknowledge there are insufficient public services, which includes facilities and infrastructure, existing or planned at this time and in order to develop the Subject Property such public services are necessary. The Owner and Developer are willing to enter into this Agreement in order to provide certain public services, facilities and infrastructure necessitated by the development of the Project. The Owner and Developer further acknowledge that this Agreement was made a part of the County record at the time of its approval by the County Commission and that the Owner and Developer agree without protest to the requirements, limitations, or conditions imposed by this Agreement and the Land Use Approvals. The Developer's decision to commence the Project is based on the expectation of proceeding with the Project to completion and the Developer assumes the Owner's rights and obligations, where applicable, in this Agreement.



- (f) **Acknowledgment of Uncertainties.** The Parties acknowledge that circumstances beyond the control of either Party could defeat their mutual intent that the Project be developed in the manner contemplated by this Agreement. Among such circumstances are the unavailability of water or other limited natural resources, regulation of air and water quality, and similar conditions. The Owner and Developer recognize that water shortages could affect the County's ability to perform its obligations hereunder. It is not the intent of the Parties nor shall this Section be construed as excusing the County of any obligation hereunder or depriving the Owner or Developer of any right under this Agreement which can be performed.
- (g) **Provision of Water and Sewer Service.** The Developer clearly understands and agrees that, amongst other requirements, water commitment and sanitary sewer system development approval must be obtained from the proper governmental entities. Fees and services for such commitments and systems are established by said governmental entities and must be paid and complied with by the Developer in accordance with said governmental entities' requirements as amended from time to time. This Agreement does not in any way guarantee or provide a right for the provision of water and sewer services nor are any fees and services for water or sewer service established and/or waived here.

2.02 **Incorporation of Recitals.** The foregoing recitals shall be deemed true and correct in all respects with respect to this Agreement and shall serve as the basis for the interpretation of this Agreement.

2.03 **Permitted Uses, Density, Height and Size of Structures.** Pursuant to NRS § 278.0201, this Agreement must describe the land which is the subject of this Agreement and specify the duration of this Agreement, the permitted uses of the land, the density or intensity of its use, the maximum height and size of the proposed buildings and any provisions for the dedication of any portion of the land for public use. Subject to the conditions and requirements of the Applicable Rules and the Land Use Approvals, the County agrees that the Project may be developed and constructed pursuant to the parameters set forth in the Land Use Approvals and this Agreement.

### SECTION 3 DEVELOPMENT OF THE PROJECT

3.01 **Time for Construction and Completion of the Project; Project Phasing.** Subject to the conditions of the Land Use Approvals and terms of this Agreement, the Developer shall have complete discretion as to the time of commencement, construction, phasing, and completion of any and all development of the Project. Nothing herein shall be construed to require the Owner or Developer to develop the Project.

3.02 **Reliance on Land Use Approvals and Applicable Rules.** To the maximum extent permissible under applicable law, the County hereby confirms and agrees Developer has the right to develop, construct, and complete the Project in accordance with the uses and densities set forth in the parameters of the Land Use Approvals subject to the terms and conditions of this Agreement, the conditions of the Land Use Approvals, and the Applicable

Rules and subject to Developer's infrastructure and monetary obligations described in this Agreement, without interference by the County, except as provided herein. In the event Developer seeks to obtain additional zoning or land use approvals to increase the intensity of the Project on the Subject Property, or to locate a facility necessitated by the Project on another property such as a parking facility, then the County at its option, may require additional land use approvals and/or an amendment to this Agreement to address the impacts, if any, caused by the increase in intensity of the Subject Property, or new use of another property.

- (a) Notwithstanding the foregoing, should the County adopt amended or new ordinances, rules, regulations or policies, Developer shall have the option, in its sole discretion, subject to the limitations included in the Applicable Rules, of accepting the current Unified Development Code, Title 30, by giving County written notice of such acceptance the current Title 30 in its entirety or of those specific section(s) of the current Title 30 the Developer intends to utilize and the section(s) of the locked-in Title 30 that will no longer be locked in. County and Developer shall execute a supplement to Exhibit "B" which will be recorded and then constitute a portion of this Agreement.

- 3.03 **Air Quality Conformity.** The Developer acknowledges the County has adopted an air quality plan and agrees to comply with all applicable provisions thereof, including any state and federal rules and regulations.
- 3.04 **Dust Mitigation.** The Developer will comply with all dust mitigation requirements and will notify the contractors for the Project of the applicable rules of the County Department of Environment and Sustainability with respect to dust mitigation and will require compliance therewith.
- 3.05 **Water Conservation.** The Developer agrees to provide for water conservation in the Project. The Developer agrees to design any open space using the best available commercially reasonable water conserving techniques, including but not limited to, proper soil preparation and water conserving irrigation systems and equipment. Notwithstanding any other provision in this Agreement, the Developer agrees to comply with the Code as amended from time to time with respect to landscaping adjacent to public streets, or water conservation measures.
- 3.06 **Temporary Storm Water Construction Permit.** If applicable, the Developer agrees to comply with and require its contractors within the Project to comply with the requirements for a temporary Storm Water Construction Permit issued from the Nevada Division of Environmental Protection.
- 3.07 **Traffic Impact Analysis.** The Developer has prepared, and the County has accepted, a Traffic Impact Analysis for the Project. The Developer agrees to construct at its sole cost and expense, and Owner agrees to dedicate to the County, such roadway and traffic Improvements identified in the Traffic Impact Analysis as accepted by the County. If sufficient rights-of-way or government patent easements do not exist to permit construction of a mitigation measure, the Owner or Developer, as applicable, will be required to obtain

the right-of-way necessary for the construction of that Improvement, or pay the County its acquisition cost of that right-of-way should the County elect to acquire the right-of-way.

- 3.08 Update and Amendments.** In the event an amendment is required pursuant to Section 3.02 of this Agreement, the amendment shall be completed and executed by all Parties prior to the issuance of any building permits for the additional development that triggers the need for the amendment. Additionally, if an amendment is required, the County may require the Developer to provide updated studies, including but not limited to updating the following: Traffic Impact Analysis, drainage study, master fire protection plan and other studies that were required for submittal in the original consideration of the Project.
- 3.09 Property Dedications.** All property required to be dedicated pursuant either to this Agreement, the Code, Land Use Approvals, Traffic Impact Analysis, a drainage study, the master fire protection plan or other studies, and any update thereto, if required by the County for the Project shall be conveyed to Clark County in fee simple absolute in a form acceptable to the County at no cost and expense to the County and shall be free of all liens, restrictions, encumbrances, covenants, unless specifically agreed to in writing by the County. In instances where easements are specifically requested by the County, the easement must be acceptable to the County at no cost and expense to the County and shall be free of all liens, restrictions, encumbrances, covenants, and or conditions unless specifically agreed to in writing by the County. In the case of a fee dedication or easement, the County in its sole discretion shall determine whether or not a lien, restriction, encumbrance, covenant, and or condition are acceptable. For either a fee dedication or an easement, the Developer, shall be responsible to pay for all surveys, title reports, document preparation, title insurance, and transfer fees. The Owner shall only be required to dedicate property as required by this Agreement, Land Use Approvals, Applicable Rules, Traffic Impact Analysis, drainage study, master fire protection plan and other studies and updates required by the County for the Project. Dedications required for NDOT shall conform to the same standards as set forth above except that title will be held by the State of Nevada.

#### **SECTION 4 PUBLIC FACILITIES**

**4.01 Fire/Emergency Equipment and Services.**

- (a) **Fire/Emergency Medical Substation-suite.** The Developer agrees to design and construct, at no cost or expense to the County, an on-site fire/emergency medical substation-suite ("CCFD Suite") with a design that is generally acceptable to the County. The CCFD Suite will be located on the premises of the Hard Rock Hotel and Resort. The CCFD Suite shall be located near the west employee entrance and near the existing fire command room. The CCFD Suite design must include the items set forth in Exhibit "D".

The CCFD Suite will also include a parking area and shade apparatus large enough to cover one (1) rescue unit capable of ALS services (the "Shaded Parking Area"). The County agrees to provide the Developer with the dimensions necessary to provide the shade structure for the Shaded Parking Area. The Developer further agrees, at its own cost and expense, to provide and maintain the roadway and

appurtenant improvements that allow vehicular and pedestrian access to the CCFD Suite and Shaded Parking Area.

- (b) **CCFD Suite Utilities.** The Developer agrees to be responsible for and pay all costs associated with the installation of all utilities, including but not limited to, gas, electric, phone, cable, data port access, sewer, water, and waste disposal needs associated with the CCFD Suite (the "CCFD Suite Utilities"). Necessary locution system is included in the CCFD Suite Utilities except that CCFD will purchase the locution system and the speakers and provide them to Developer, and Developer agrees to install the necessary wiring for the locution system and speakers in the CCFD Suite "behind the wall" to maintain standards and uphold the structured low voltage warranty from the manufacture in accordance with CCFD's requirements. The circuit will terminate at Developer's central DEMARC Room and Developer will be responsible for extending the circuit to the CCFD Suite. The CCFD Suite network will be an isolated and dedicated closed network for CCFD use only. CCFD will provide Developer comprehensive installation specifications for the locution system and the speakers, outlining technical requirements, configurations, and any other relevant details necessary for successful installation. The parties acknowledge and understand that Developer has no knowledge on the locution system and is relying on CCFD to provide the necessary installation specifications.

CCFD agrees to be responsible for and pay all costs associated with the following:

- (1) Installing, configuring and the maintaining the related software and application systems required by CCFD;
  - (2) Contracting with a carrier to install a dedicated network circuit for the CCFD Suite; and
  - (3) Installing and maintaining its own IT security.
- (c) **CCFD Suite Ongoing Maintenance.** The Developer agrees to be responsible for general maintenance, repairs and costs associated with the CCFD Suite Utilities, including any maintenance or repair to the speakers and wiring behind the wall; provided however, Developer shall not be responsible for any maintenance or repairs of the locution system and any software associated with the such system. If for instance the system needs to be repaired both behind the wall and the front panel, then the parties shall work together to maintain and/or repair the system. The Owner and Developer shall not be responsible for payment of any salaries or other personnel expense associated with staffing of the CCFD Suite. This Section 4.01(c) survives completion of this Agreement.
- (d) **CCFD Suite Furnishing Payment.** The Developer agrees to make a one-time payment to the County \$26,000.00 to assist the County in furnishing the CCFD Suite (the "Furnishing Payment"). The County shall use the Furnishing Payment to purchase including, but not limited to, the items outlined in Exhibit "D", which shall be placed at the CCFD Suite.

Parties agree that the Furnishing Payment shall cover all costs associated with furnishing the CCFD Suite and that Developer is under no further obligation to pay or contribute any additional funds to cover the costs associated with furnishing the CCFD Suite.

(e) **CCFD Suite Timing.**

- (1) Developer shall pay the Furnishing Payment to the County no later than twelve (12) months after the Effective Date of this Development Agreement.
- (2) Developer shall deliver the CCFD Suite and Shaded Parking Area thirty (30) days prior to the opening of the Hard Rock Hotel Guitar Tower to the general public.

(f) **County Fire Service Discretion.** Notwithstanding the contributions and obligations of the Developer as set forth above, the Developer acknowledges and agrees that the County has the sole discretion to locate, manage and operate the facilities/ improvements, equipment, personnel and further understands and agrees that the County at its sole discretion may relocate, rearrange or shift services, improvements, equipment, personnel and contributions made by the Developer in the interest of public safety and efficient management of resources. However, the County understands and agrees that the equipment provided by the Developer pursuant to this Agreement shall be primarily dedicated for use by the County in the Resort Corridor and its environs. If the County makes any decisions to relocate, rearrange, or shift services, improvements, equipment, personnel, and contributions, the Developer is not obligated to make any additional payments to the County nor is the Developer obligated to relocate the CCFD Suite on the Subject Property related to any such decisions. The Developer further understands and agrees that the contributions and obligations of the Developer set forth herein do not entitle the Developer to a priority emergency response over any other emergency response.

**SECTION 5  
REVIEW AND DEFAULT**

**5.01 Frequency of Reviews.** As required by NRS § 278.0205 and the Development Agreement Ordinance, at least once every twenty-four (24) month period during the Term, the Developer shall provide and the County shall review in good faith, a report submitted by Developer documenting the extent of Developer's and the County's material compliance with the terms of this Agreement during the preceding twenty-four (24) months. If at the time of review an issue not previously identified in writing is required to be addressed, the review, at the request of either Party, shall be continued to afford sufficient time for response. The County and Developer shall be permitted an opportunity to be heard before the County Commission regarding their performance under this Agreement in the manner set forth in this Agreement.

**5.02 Procedures in the Event of Noncompliance.** In the event of any noncompliance with any provision of this Agreement, the Party alleging such noncompliance shall deliver to the other in writing a courtesy notice stating the reason for noncompliance and any action necessary

to correct the noncompliance. Courtesy notices shall be delivered by registered mail to the address provided in Section 7.07 of this Agreement. If after thirty (30) days of the date the courtesy notice is sent the noncompliance is not corrected to the satisfaction of the complaining Party, the Party alleging noncompliance shall deliver in writing a notice of default by registered mail to the address provided in Section 7.07 of this Agreement. The timing of the notice of default shall be measured from the date of the registered mailing of such notice. The notice of default shall include the Section of this Agreement alleged to be violated, the nature of the alleged default and, where appropriate, the manner and period of time in which it may be satisfactorily corrected. During the period of time the notice of default letter is pending, the Party alleged to be in default shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is corrected, then no default shall exist and the noticing Party shall take no further action. If the default is not corrected after thirty (30) days or such greater time specified in any notice of default, the following procedures shall apply:

(a) **County Procedures.**

- (1) **Hearing Scheduled.** If the default is not corrected within the time specified above, the matter shall be scheduled and noticed as required by law for consideration and review by the County Commission on the next available County Commission zoning agenda. The letter shall notify the Developer of the action taken and shall give the Developer at least seven (7) business days notice to correct the default before the matter is scheduled for a hearing. The County shall notify the Developer of the hearing by sending notice of the hearing date at least seven (7) business days before the hearing date by registered mail. The letter notifying the Developer of the hearing shall contain the intended hearing date.
- (2) **Review by County Commission.** Following consideration of the evidence present before the County Commission and a finding that a default has occurred by the Developer and the default remains uncorrected, the County Commission may authorize the suspension of any or all permits and inspections within the Project or may amend or terminate this agreement. Termination shall not in any manner rescind, modify, or terminate any Occupancy Permit issued on or before the date of the termination. The Developer shall have twenty-five (25) days after the date notice of the County Commission's decision is filed with the County Clerk, Commission Division, to institute legal action pursuant to Section 5.04 hereof to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.

(b) **Developer Procedures.**

- (1) **Request for Review by County Commission.** After proper notice and the expiration of the above-referenced periods for correcting the alleged default, the Developer may issue a letter requesting a hearing before the County Commission for review of the alleged default. Upon receipt of the letter,

County shall schedule an item to consider the alleged default on the next available County Commission zoning agenda.

(2) **Decision by County Commission.** Following consideration of the evidence presented before the County Commission and a finding that a default has occurred by the County and remains uncorrected, the County Commission shall direct County staff to correct the default. Developer shall have twenty-five (25) days after the date that a notice of the County Commission's decision is filed with the County Clerk's Commission Division to institute legal action pursuant to Section 5.04 hereof to determine whether the County Commission abused its discretion in determining whether a default existed and remained uncorrected.

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

(d) **Notices.** All notices provided for herein shall be sent to the addresses provided in Section 7.07 of this Agreement.

**5.03 Unavoidable Delay or Default, Extension of Time for Performance.** Neither Party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by any Force Majeure event, restrictions imposed or mandated by governmental entities, failure of governmental agencies (other than the County) to perform acts or deeds necessary for the performance of this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the Parties. If written notice of any such delay is given to the County within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the County within ten (10) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between the County and the Developer.

**5.04 Institution of Legal Action.** The County and Developer agree the County would have not entered into this Agreement if it were liable for, or could be liable for damages under or with respect to this Agreement. Accordingly, Developer may pursue any remedy at law or equity available for breach, except that the County shall not be liable to Developer or to any other person or entity for any monetary damages whatsoever. Any judicial review of the County Commission's decision or any legal action taken pursuant to this Agreement will be heard by a Court under the standard of review appropriate for the review of zoning actions. Judicial review of the decision of the County Commission shall be limited to the evidence presented to the County Commission at the public hearing described in this Section. If a Party desires to present new or additional evidence to the Court, it may petition the Court to remand the matter to the County Commission to consider the additional or new evidence. Jurisdiction

for judicial review or any judicial action under this Agreement shall rest exclusively with the Eighth Judicial District Court, State of Nevada.

**5.05** Applicable Laws. This Agreement shall be construed and enforced in accordance with the law of the State of Nevada.

**5.06** Adjustments for Inflation. In the event there is a delay of more than one (1) year from the due date in the payment of a contribution required under this Agreement, the amount of the contribution may be adjusted for inflation. Each mitigation fee payment provided on or after 1 year from approval date of this Agreement (“Adjustment Date”) shall be adjusted for inflation equal to the change in the Consumer Price Index (“CPI”) between the Adjustment Date and the date the payment is made, using the Consumer Price Index (CPI) US City Average, All Items. If the Parties are unable to agree to the adjusted amount, the matter may be set for a hearing before the County Commission, after notice is provided to the Developer. After the County Commission conducts a public hearing and considers the evidence presented, it may adjust the amount of the contribution to account for inflation.

## SECTION 6 CONFLICTING LAWS

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

(a) Notice and Copies. 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 or regulation or an account of any such action or inaction together with a statement of how any such matter conflicts with the provisions of this Agreement.

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

**6.02** County Commission Hearings. In the event the County believes that an amendment to this Agreement is necessary pursuant to this Section 6 due to the effect or enactment of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the County Commission. The County Commission shall determine the exact nature of the amendment or suspension necessitated by such federal or state law or regulation or action or inaction. The Owner shall have the right to offer oral and written testimony at the hearing. Any suspension or modification ordered by the County Commission pursuant to such hearing is subject to judicial review as set forth in Section 5.04. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Local Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

## SECTION 7



## GENERAL PROVISIONS

- 7.01 Enforcement and Binding Effect.** This Agreement is enforceable by either Party in accordance with its terms notwithstanding any change in any of the Applicable Rules. Nothing in this Agreement shall prevent the County from increasing “cost based fees” which are deemed to be administrative fees for issuance of Land Use Approvals, building permits, plan checks, or inspections which are based upon actual costs to the County and which are uniformly applied to all development and construction subject to the County’s jurisdiction.
- 7.02 Duration of Agreement.** The Term of this Agreement shall commence upon the Effective Date and shall expire upon expiration of the Land Use Approvals or when all obligations hereunder are satisfied and only after an Occupancy Permit issued, whichever comes first. Notwithstanding the termination of this Agreement, the indemnity and defend and hold harmless provision set forth in Section 7.05 shall survive the term of this Agreement.
- 7.03 Assignment.**
- (a) **Transfer Not to Relieve the Owner of its Obligations.** Except as expressly provided herein, a sale or transfer of all or any portion of the Subject Property shall not relieve the Owner of its obligations under this Agreement.
  - (b) **Transfer to an Affiliate of the Owner.** In the event of a sale or transfer of all of the Owner’s interest in the Subject Property to any one or more limited liability companies, partnerships, corporations or other entities which the Owner controls or in which the Owner has a controlling interest or which controls the Owner, the rights of the Owner under this Agreement may be transferred or assigned, provided such entity assumes in writing all obligations of the Owner hereunder. The Owner or its affiliate shall provide copies of all sale, transfer, conveyance, and assignment documents to the County as part of its notice of such assignment. Such assignment shall relieve the Owner from its obligations under this Agreement.
  - (c) **Third Party Assignment.** In the event of a sale or transfer of all of the Owner’s interest in the Subject Property to any entity not affiliated with the Owner as provided in subparagraph (b) above, the rights and obligations of the Owner under this Agreement may be transferred or assigned to such third Party, provided such third Party assumes in writing all obligations of the Owner. The Owner or such third Party shall provide copies of all sale, transfer, conveyance, and assignment documents to the County as part of its notice of such assignment. The County’s consent, which shall not be unreasonably withheld or delayed, to such assignment shall relieve the Owner from its obligations under this Agreement.
  - (d) **Notice of Sale.** In the event of a sale, transfer or conveyance of all or any portion of the Owner’s interest in the Subject Property, the Owner shall provide the County with written notice of such sale, transfer or conveyance. Notwithstanding the foregoing, no assignee or transferee shall be entitled to the benefits of this Agreement, including but not limited to the issuance of a building permit or Occupancy Permit, if the obligations agreed to herein by the Owner have not been completed within the time periods and in the manner set forth herein.

(e) **Financing Transactions.** The Owner has full discretion and authority to transfer, assign or encumber the Subject Property or portions thereof in connection with financing transactions, without limitation on the size or nature of any such transaction, the amount of land or other real property involved or the use of the proceeds therefrom, and may enter into such transaction at any time and from time to time without permission of or notice to the County.

7.04 **Amendment or Cancellation of Agreement.** Except as otherwise permitted by NRS §278.0205 and Section 5 of this Agreement, this Agreement may be amended from time to time or canceled only upon the mutual written agreement of the Parties hereto; *provided, however,* that to the extent this Agreement expires pursuant to Section 7.02 above, terminates, or the Project is abandoned or materially redesigned, and a new or amended development agreement is required for a new or redesigned project, the Developer shall be entitled to a credit, equal in gross amount to the amount of such payments already paid, against the amount the Developer is required to pay to mitigate the impact of its development under the new or amended development agreement.

7.05 **Indemnification.** Except as expressly provided in this Agreement, the Owner and Developer shall indemnify, defend and hold harmless the County, its officers, agents, employees, and representatives from any claim, action, liability, loss, damage, cost, suit, judgment or expense, including fees and expenses for attorneys, investigators, and expert witnesses incurred by the County, arising from this Agreement, including but not limited to the following:

- (1) the development, construction or operation of the Project;
- (2) any personal injury, death or property damage;
- (3) any damages arising from any alleged inverse condemnation, construction delays or claims, interruptions or loss of business, or fines;
- (4) a challenge to the validity, legality, enforceability, performance or nonperformance of the terms of this Agreement;
- (5) any act, conduct or omission of the Owner and Developer, its successors, assigns, officers, employees, agents and volunteers, contractors and subcontractors; or
- (6) any action, approval, denial or decision of the County relating to this Agreement or the Project.

The Owner and Developer shall indemnify, defend and hold harmless the County, as set forth in this Section 7.05, even if the allegations, claims or causes of action are groundless, false or fraudulent. This Section 7.05 survives termination and/or completion of this Agreement.

Whether or not the Owner and Developer accepts the County's tender of defense under this Section 7.05, the County may elect at any time to hire its own attorneys to defend the County, its officers, agents, employees and representatives against any of the above claims. If the

County exercises this election and thereafter pays any reasonable amount to compromise or settle a claim, the Owner and Developer remains subject to all indemnification obligations as set forth above in this Section 7.05 including, but not limited to, paying all reasonable and documented fees and expenses for attorneys, investigators, and expert witnesses incurred by the County. Additionally, if the County or its officer, agent, employee, or representative is legally liable to the Party with whom any settlement is made and the amount paid is reasonable, the Owner and Developer is liable for reimbursement of the County for any amounts paid in discharge of the claim. The Developer agrees to pay, within thirty (30) days of receipt of billing(s) from the County and copies of invoices, statements or other evidence of the actual costs incurred by the County, all fees and expenses incurred by the County in defense of such claims in addition to those items listed above.

Notwithstanding the foregoing, Owner and Developer shall not be liable for, and shall not indemnify the County, its officers, agents, employees, and representatives from, any claim, action, liability, loss, damage, cost, suit, judgment or expense, including fees and expenses for attorneys, investigators, and expert witnesses incurred by the County, caused by the negligent or malicious acts of the County, its officers, agents, employees or representatives.

**7.06 Binding Effect of Agreement.** Subject to Section 7.03 hereof, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective successors in interest and the Owner and Developer of the Subject Property.

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

**To County:** COUNTY OF CLARK  
Department of Comprehensive Planning  
Clark County Government Center  
500 South Grand Central Parkway, 1<sup>st</sup> Floor  
P.O. Box 551741  
Las Vegas, NV 89155-1741  
Attn: Director

**With a copy to:** COUNTY OF CLARK  
OFFICE OF THE DISTRICT ATTORNEY-CIVIL DIVISION  
Clark County Government Center  
500 South Grand Central Parkway, 5<sup>th</sup> Floor  
P.O. Box 552215  
Las Vegas, Nevada 89155-2215

**To the Owner:** Mirage Propco, LLC  
535 Madison Avenue  
New York, New York 10022  
Attn: General Counsel

**With copies (not constituting notice) to the Developer:**

James Allen, President  
HR Nevada , LLC  
One Seminole Way, 2nd Floor  
Hollywood, FL 33314

**With copies to:**

Joe Corbo  
The Mirage Casino – Hotel, LLC  
3400 Las Vegas Boulevard South  
Las Vegas, Nevada 89109

And

Jennifer Lazovich  
Kaempfer Crowell  
1980 Festival Plaza Dr., Suite 650  
Las Vegas, NV 89135

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 and received on the day of personal delivery or the delivery date by overnight courier or mail is first attempted.

- 7.08 Entire Agreement.** This Agreement and any specific references to other agreements mentioned herein and all conditions imposed in the Land Use Approvals constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof.
- 7.09 Waivers.** All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the County or the Owner and Developer, as the case may be. Failure or delay in giving any notice provided for herein shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies in respect to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any of its rights or remedies.
- 7.10 Recording Agreements.** Promptly after the Effective Date, an executed original of this Agreement shall be recorded with the Clark County Recorder. All amendments hereto must be in writing and signed by the appropriate officers of the County and the Owner in a form suitable for recordation with the Clark County Recorder. Upon the completion of performance of this Agreement or its earlier cancellation or termination, a statement evidencing such cancellation or termination signed by appropriate officers of the County and the Owner shall be recorded with the Clark County Recorder.

- 7.12 **Headings, Exhibits, Cross References.** The 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 and the recitals at the front of this Agreement are incorporated herein by the references thereto 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 of or to this Agreement, unless otherwise specified. Unless otherwise expressly set forth herein, all references to “days” in this Agreement shall mean calendar days.
- 7.13 **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 term does not materially impair the Parties’ ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to carry into effect the original intention of the Parties.
- 7.14 **Voluntary Agreement.** The Owner and Developer acknowledges and agrees that it voluntarily, willingly and without protest and duress freely enters into this Agreement and accepts the terms and conditions herein.
- 7.15 **Joint and Several.** The Owner and Developer shall be jointly and severally liable to the County. If Owner or Developer determines that it is not responsible for the alleged actions or inactions, then it must seek contribution and/or remedy against the other and may not seek contribution or any other remedy from the County except as otherwise provided herein.
- 7.16 **Third-Party Beneficiary.** No person or entity other than those expressly named herein shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-Party beneficiary or otherwise.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written to be effective on the Effective Date of the ordinance approving this Agreement.

*[signatures appear on following page]*

**THE COUNTY:**

**BOARD OF COUNTY COMMISSIONERS,  
COUNTY OF CLARK, STATE OF NEVADA**

**ATTEST:**

\_\_\_\_\_  
James B. Gibson  
Chair

\_\_\_\_\_  
Lynn Marie Goya  
County Clerk

My Commission expires: \_\_\_\_\_







**LIST OF ATTACHED EXHIBITS**

- A SUBJECT PROPERTY**
- B APPLICABLE CHAPTERS OF TITLE 30**
- C AGENDA SHEET AND NOTICE OF FINAL ACTION**
- D CCFD SUITE IMPROVEMENTS**

**EXHIBIT "A"**

**SUBJECT PROPERTY**

## LEGAL DESCRIPTION

### PARCEL I:

THAT PORTION OF LOT ONE (1) OF "TIMIRAGE ONE LOT COMMERCIAL SUBDIVISION" , A COMMERCIAL SUBDIVISION, ON FILE IN BOOK 141 OF PLATS, PAGE 55 IN THE CLARK COUNTY RECORDER'S OFFICE, LYING WITHIN THE WEST HALF (W ½) OF SECTION 16 AND THE EAST HALF (E ½) OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 16;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 16 NORTH 00°24'19" WEST 493.27 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 63°50'11" EAST 94.06 FEET;

THENCE SOUTH 33°16'55" WEST 26.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 4.60 FEET, A CENTRAL ANGLE OF 92°13'00", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 08°52'21" WEST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 7.40 FEET;

THENCE SOUTH 01°21'09" WEST 36.82 FEET;

THENCE SOUTH 01°32'41" WEST 53.52 FEET TO THE BEGINNING POINT OF CUSP OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 04°29'12" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 87°31'21" WEST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 2.74 FEET;

THENCE SOUTH 01°14'10" WEST 90.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 278.00 FEET, A CENTRAL ANGLE OF 22°05'33", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 89°07'35" WEST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 107.19 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 249.00 FEET, A CENTRAL ANGLE OF 26°50'50", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 68°46'53" WEST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 116.67 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 298.00 FEET, A CENTRAL ANGLE OF 21°01'58", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 41°56'03" WEST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 109.39 FEET;

THENCE SOUTH 69°05'55" EAST 50.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 09°03'24", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 20°46'30" WEST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 131.20 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 49.80 FEET, A CENTRAL ANGLE OF 14°47'53", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 11°43'06" WEST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 12.86 FEET;

THENCE NORTH 86°55'14" EAST 12.30 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF LAS VEGAS BOULEVARD AS DEDICATED IN DOCUMENT 931020 INSTRUMENT 01511 OF OFFICIAL RECORDS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE;

THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FIFTEEN (15) COURSES;

- 1) THENCE SOUTH 11°41'28" EAST, 22.85 FEET;
- 2) THENCE SOUTH 24°39'16" WEST, 29.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 210.00 FEET AND A CENTRAL ANGLE OF 04°36'48", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 24°39'17" EAST;
- 3) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 16.91 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 8.00 FEET, A CENTRAL ANGLE OF 86°03'20" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 29°16'06" EAST;
- 4) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 12.02 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 4066.00 FEET, A CENTRAL ANGLE OF 03°11'04" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 64°40'34" WEST;
- 5) THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 225.98 FEET TO THE BEGINNING OF A NON-TANGENT COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 05°04'14" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 67°51'39" WEST;
- 6) THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 88.50 FEET;
- 7) THENCE SOUTH 17°04'07" WEST, 271.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 4054.00 FEET AND A CENTRAL ANGLE OF 02°20'57";
- 8) THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 166.22 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 8.00 FEET, A CENTRAL ANGLE OF 91°48'30" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 75°16'49" EAST;
- 9) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 12.82 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 02°20'23" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 16°31'41" WEST;
- 10) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 8.17 FEET;
- 11) THENCE SOUTH 18°52'04" WEST, 33.74 FEET;
- 12) THENCE SOUTH 45°12'14" WEST, 19.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 61.24 FEET, A CENTRAL ANGLE OF 60°48'08" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 45°12'14" EAST;
- 13) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 64.99 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 248.30 FEET, A CENTRAL ANGLE OF 06°46'08" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 73°59'38" WEST;

14) THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 29.33 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 512.04 FEET, A CENTRAL ANGLE OF 02°59'41" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 80°45'46" EAST;

15) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 26.76 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 88°44'46" WEST, 138.91 FEET;

THENCE NORTH 88°51'07" WEST, 1924.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 44°33'49" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 45°13'22" WEST, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF FRANK SINATRA DRIVE AND INDUSTRIAL ROAD (ALSO KNOWN AS SAMMY DAVIS JR. DRIVE) AS DEDICATED IN DOCUMENT 940831:01339 OF OFFICIAL RECORDS IN THE CLARK COUNTY NEVADA RECORDER'S OFFICE;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES:

1) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 35.00 FEET;

2) THENCE NORTH 00°12'49" WEST, 137.18 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 91°31'55";

3) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 63.90 FEET;

4) THENCE NORTH 00°12'49" WEST, 46.19 FEET;

5) THENCE NORTH 35°46'51" EAST, 5.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 68°15'46" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 35°46'42" WEST;

6) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 89.36 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 04°42'30" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 75°57'32" WEST;

7) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 41.09 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 143.00 FEET, A CENTRAL ANGLE OF 08°20'29" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 71°15'02" WEST;

8) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 20.82 FEET;

9) THENCE NORTH 27°05'27" EAST, 389.60 FEET TO THE BEGINNING OF A NON-

TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 6000.00 FEET, A CENTRAL ANGLE OF 00°28'42" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 63°51'57" WEST;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF INDUSTRIAL ROAD AS DEDICATED IN DOCUMENT 0496:0399453 OF OFFICIAL RECORDS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, THE FOLLOWING THREE (3) COURSES:

1) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 50.09 FEET;

2) NORTH 27°37'16" EAST, 228.55 FEET;

3) THENCE NORTH 89°12'43" WEST, 9.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 6000.00 FEET, A CENTRAL ANGLE OF 00°22'57" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 65°32'14" EAST, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF INDUSTRIAL ROAD AS DEDICATED IN THE AFOREMENTIONED DOCUMENT 940831:01339 OF OFFICIAL RECORDS;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF INDUSTRIAL ROAD THE FOLLOWING TWO (2) COURSES:

- 1) THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 40.06 FEET;
- 2) THENCE NORTH 24°04'49" EAST ALONG SAID RIGHT-OF-WAY, 142.71 FEET;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF INDUSTRIAL ROAD AS DEDICATED IN DOCUMENT 940831:01338 OF OFFICIAL RECORDS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 24°06'50" EAST, 76.42 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 90°36'48";
- 2) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 63.26 FEET;
- 3) THENCE NORTH 24°43'38" EAST, 32.50 FEET;
- 4) THENCE NORTH 65°16'22" WEST, 1.55 FEET;
- 5) THENCE NORTH 24°43'38" EAST, 32.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 89°23'12" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 24°43'38" WEST;
- 6) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 62.40 FEET;
- 7) THENCE NORTH 24°06'50" EAST, 30.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3000.00 FEET, A CENTRAL ANGLE OF 03°53'45" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 65°53'11" WEST;
- 8) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 203.99 FEET;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF INDUSTRIAL ROAD AS DEDICATED IN DOCUMENT 900501:00870 OF OFFICIAL RECORDS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, NORTH 70°41'14" EAST, 13.27 FEET (RECORD) 17.49 FEET (MEASURED) TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 43.38 FEET, A CENTRAL ANGLE OF 44°15'53" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 69°15'46" WEST; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 33.51 FEET;

THENCE SOUTH 62°18'55" EAST, 307.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 228.35 FEET, A CENTRAL ANGLE OF 20°36'47" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 24°32'14" WEST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 82.15 FEET;

THENCE SOUTH 89°17'23" EAST 143.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 1275.46 FEET, A CENTRAL ANGLE OF 04°52'51" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 01°57'34" EAST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 108.65 FEET;

THENCE NORTH 33°06'16" EAST 24.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 45.50 FEET, A CENTRAL ANGLE OF 68°17'20" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 00°32'30" EAST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 54.23 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 69°47'28" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 68°49'50" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 30.45 FEET;

THENCE SOUTH 89°11'01" EAST, 61.01 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 90°59'03";

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 111.16 FEET TO A POINT OF CUSP ON THE EAST RIGHT-OF-WAY LINE OF VEGAS PLAZA DRIVE AS SHOWN BY MAP THEREOF IN BOOK 46, PAGE 64 OF PLATS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE;

THENCE SOUTH 00°12'48" EAST 39.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 21.50 FEET, A CENTRAL ANGLE OF 55°05'49", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 54°34'21" WEST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 20.67 FEET;

THENCE SOUTH 88°49'38" EAST 99.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 449.10 FEET, A CENTRAL ANGLE OF 04°47'17", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 11°59'48" EAST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 37.53 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 21.10 FEET, A CENTRAL ANGLE OF 49°21'12", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 16°49'25" WEST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 18.18 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 10.70 FEET, A CENTRAL ANGLE OF 27°53'16", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 32°29'52" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 5.21 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 12.70 FEET, A CENTRAL ANGLE OF 23°06'26", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 04°37'48" EAST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 5.12 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 68.60 FEET, A CENTRAL ANGLE OF 41°03'53", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 13°26'43" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 49.17 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 52.50 FEET, A CENTRAL ANGLE OF 43°00'24", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 23°03'16" WEST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 39.41 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 177.80 FEET, A

CENTRAL ANGLE OF 19°15'45", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 15°57'04" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 59.78 FEET;

THENCE SOUTH 88°48'48" EAST 117.50 FEET;

THENCE SOUTH 63°50'11" EAST 23.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION WAS PREPARED BY RANDY A. OXBORROW, PLS NO. 10119, OF LOCHSA SURVEYING, 6345 S. JONES BOULEVARD, SUITE 200, LAS VEGAS, NV 89118, AND REPRESENTS THE REMAINDER OF LOT 1 OF "TI/MIRAGE ONE LOT COMMERCIAL SUBDIVISION" ON FILE IN BOOK 141 OF PLATS, PAGE 55, OFFICIAL RECORDS, AFTER EXCEPTING THEREFROM THOSE CERTAIN RECORDS OF SURVEY FILED IN FILE 177 OF SURVEYS, PAGE 0064, OFFICIAL RECORDS; FILE 177 OF SURVEYS, PAGE 0065, OFFICIAL RECORDS; AND FILE 177 OF SURVEYS, PAGE 0066, OFFICIAL RECORDS.

PARCEL II:

THAT PORTION OF LOT ONE (1) OF "TI/MIRAGE ONE LOT COMMERCIAL SUBDIVISION", A COMMERCIAL SUBDIVISION, ON FILE IN BOOK 141 OF PLATS, PAGE 55 IN THE CLARK COUNTY RECORDER'S OFFICE, LYING WITHIN THE WEST HALF (W ½) OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE WESTERLY LINE AS DEDICATED BY THOSE CERTAIN DOCUMENTS RECORDED IN BOOK 931020 AS INSTRUMENT NO. 01511 OF OFFICIAL RECORDS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, FROM WHICH A LAS VEGAS BOULEVARD RIGHT-OF-WAY BRASS CAP NO. 029Y, AS SHOWN BY THAT CERTAIN MAP IN FILE 169, PAGE 20 OF SURVEYS IN CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, BEARS NORTH 31°42'48" EAST 217.60 FEET;

THENCE SOUTH 28°49'54" WEST 8.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 52°41'26", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 66°21'08" EAST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 45.98 FEET;

THENCE SOUTH 29°02'34" WEST 60.11 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 07°07'30";

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 6.22 FEET;

THENCE SOUTH 36°10'04" WEST 87.41 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 07°07'30".

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 12.44 FEET;

THENCE SOUTH 29°02'34" WEST 146.78 FEET TO A POINT FROM WHICH A LAS VEGAS BOULEVARD RIGHT-OF-WAY BRASS CAP NO. 027Y, AS SHOWN BY THAT CERTAIN MAP IN FILE 169, PAGE 20 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, BEARS NORTH 56°46'46" WEST 8.60 FEET AND THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 49°15'58";

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 64.49 FEET;



THENCE SOUTH 86°55'14" WEST 12.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 49.80 FEET AND A CENTRAL ANGLE OF 14°47'52";

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 12.86 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 09°03'24", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 11°43'06" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 131.20 FEET;

THENCE NORTH 69°05'55" WEST 50.46 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 298.00 FEET AND A CENTRAL ANGLE OF 21°01'58";

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 109.39 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 249.00 FEET, A CENTRAL ANGLE OF 26°50'50", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 41°56'03" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 116.67 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 278.00 FEET, A CENTRAL ANGLE OF 22°05'32", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 68°46'53" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 107.19 FEET;

THENCE NORTH 01°14'10" EAST 90.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 69°24'13", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 87°59'26" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 42.40 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 09°29'47", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 20°08'21" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 60.50 FEET;

THENCE NORTH 81°57'31" EAST 31.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 05°49'26", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 05°08'41" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 39.13 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 43.00 FEET, A CENTRAL ANGLE OF 17°10'23", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 00°40'45" EAST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 12.89 FEET;

THENCE SOUTH 67°00'52" EAST 15.55 FEET;

THENCE SOUTH 88°37'20" EAST 143.54 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 27°03'59", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 04°30'55" WEST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 20.79 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE OF 31°43'57", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 29°09'16" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 19.94 FEET TO THE BEGINNING OF A NON-TANGENT COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 12°24'36", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 07°11'21" EAST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 94.22 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 09°44'50", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 19°35'57" EAST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 77.41 FEET;

THENCE SOUTH 62°30'28" EAST 50.13 FEET;

THENCE SOUTH 60°07'37" EAST 18.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 35.54 FEET, A CENTRAL ANGLE OF 23°56'30", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 37°39'02" EAST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 14.85 FEET TO THE POINT OF BEGINNING. SAID LAND IS ALSO SHOWN AS JOINT VALET PARCEL ON THAT CERTAIN RECORD OF SURVEY FILED IN FILE 177 OF SURVEYS, PAGE 0065, OFFICIAL RECORDS.

PARCEL III:

THAT PORTION OF LOT ONE (1) OF "TI/MIRAGE ONE LOT COMMERCIAL SUBDIVISION", A COMMERCIAL SUBDIVISION, ON FILE IN BOOK 141 OF PLATS, PAGE 55 IN THE CLARK COUNTY RECORDER'S OFFICE, LYING WITHIN THE EAST HALF (E ½) OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION 17;

THENCE NORTH 53°33'40" WEST 828.35 FEET TO AN ALUMINUM CAP, PLS #6030 AT THE CENTER OF THE CUL-DE-SAC OF PERSHING AVENUE;

THENCE SOUTH 00°32'30" EAST 45.50 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PERSHING AVENUE AND THE POINT OF BEGINNING;

THENCE SOUTH 33°06'16" WEST, DEPARTING SAID RIGHT-OF-WAY LINE, 24.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 1275.46 FEET, A CENTRAL ANGLE OF 04°52'52", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 06°50'26" EAST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 108.66 FEET;

THENCE NORTH 89°17'23" WEST 143.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 228.35 FEET, A CENTRAL ANGLE OF 20°36'47", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 03°55'27" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 82.15 FEET;

THENCE NORTH 62°18'55" WEST 307.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 43.38 FEET, A CENTRAL ANGLE OF 44°15'53", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 24°59'53" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 33.51 FEET TO THE EAST RIGHT-OF-WAY LINE OF INDUSTRIAL ROAD AS DEDICATED BY THOSE CERTAIN DOCUMENTS RECORDED IN BOOK 900501 OF OFFICIAL RECORDS AS INSTRUMENT NO. 00870 IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA;

THENCE ALONG SAID RIGHT-OF-WAY LINE THE NEXT FOUR (4) COURSES: NORTH 70°41'14" EAST 4.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 47°55'52", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 70°40'14" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 29.28 FEET;

THENCE NORTH 28°36'06" EAST 257.71 FEET;

THENCE NORTH 27°38'40" EAST 227.58 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SPRING MOUNTAIN ROAD AS DEDICATED BY THOSE CERTAIN DOCUMENTS RECORDED IN BOOK 980415 OF OFFICIAL RECORDS AS INSTRUMENT NO. 00154 IN CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 67°45'49";

THENCE ALONG SAID RIGHT-OF-WAY LINE THE NEXT TWO (2) COURSES: ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 35.48 FEET;

THENCE SOUTH 84°35'31" EAST 337.34 FEET;

THENCE SOUTH 00°25'43" WEST 292.58 FEET TO THE RIGHT-OF-WAY LINE OF BLACK CANYON AVENUE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 45.50 FEET, A CENTRAL ANGLE OF 73°47'02", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 66°18'24" WEST;

THENCE ALONG SAID RIGHT-OF-WAY LINE THE NEXT TWO (2) COURSES: ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 58.59 FEET;

THENCE SOUTH 50°05'26" EAST 24.08 FEET;

THENCE SOUTH 00°48'59" WEST, DEPARTING SAID RIGHT-OF-WAY LINE, 150.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF PERSHING AVENUE;

THENCE ALONG SAID RIGHT-OF-WAY LINE THE NEXT TWO (2) COURSES: SOUTH 65°38'25" WEST 7.82 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 45.50 FEET AND A CENTRAL ANGLE OF 156°10'55";

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 124.03 FEET TO THE POINT OF BEGINNING; SAID LAND IS ALSO SHOWN AS JOINT EMPLOYEE GARAGE PARCEL ON THAT CERTAIN RECORD OF SURVEY FILED IN FILE 177 OF SURVEYS, PAGE 0066, OFFICIAL RECORDS.

THE ABOVE PARCEL I, PARCEL II AND PARCEL III ARE ALSO DESCRIBED AS FOLLOWS:

THAT PORTION OF BOOK 19880407, INSTRUMENT 00313 AND BOOK 19901004, INSTRUMENT 00062 IN BOOK OF DEEDS, ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE, LOCATED WITHIN THE WEST HALF (W ½) OF SECTION 16 AND THE EAST HALF (E ½) OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 16;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 16 NORTH 00°24'19" WEST 493.27 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 63°50'11" EAST 94.06 FEET;

THENCE SOUTH 33°16'55" WEST 26.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 4.60 FEET, A CENTRAL ANGLE OF 92°13'00", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 08°52'21" WEST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 7.40 FEET;

THENCE SOUTH 01°21'09" WEST 36.82 FEET;

THENCE SOUTH 01°32'41" WEST 53.52 FEET TO THE POINT OF CUSP OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 64°55'01" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 87°31'21" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 39.66 FEET TO THE BEGINNING OF A NON-TANGENT COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 09°29'47", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 20°08'21" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 60.50 FEET;

THENCE NORTH 81°57'31" EAST 31.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 05°49'26", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 05°08'41" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 39.13 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 43.00 FEET, A CENTRAL ANGLE OF 17°10'23", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 00°40'45" EAST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 12.89 FEET;

THENCE SOUTH 67°00'52" EAST 15.55 FEET;

THENCE SOUTH 88°37'20" EAST 143.54 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 27°03'59", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 04°30'55" WEST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 20.79 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE OF 31°43'57", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 29°09'16" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 19.94 FEET TO THE BEGINNING OF A NON-TANGENT COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 12°24'36", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 07°11'21" EAST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 94.22 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 09°44'50", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 19°35'57" EAST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 77.41 FEET;

THENCE SOUTH 62°30'28" EAST 50.13 FEET;

THENCE SOUTH 60°07'37" EAST 18.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 35.54 FEET, A CENTRAL ANGLE OF 23°56'30", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 37°39'02" EAST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 14.85 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF LAS VEGAS BOULEVARD AS DEDICATED BY THOSE CERTAIN DOCUMENTS RECORDED IN BOOK 931020 AS INSTRUMENT 01511 OF OFFICIAL RECORDS IN THE CLARK COUNTY, RECORDER'S OFFICE, CLARK COUNTY, NEVADA, FROM WHICH A LAS VEGAS BOULEVARD RIGHT-OF-WAY BRASS CAP NO. 029Y, AS SHOWN BY THAT CERTAIN MAP IN FILE 169, PAGE 20 OF SURVEYS IN CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, BEARS NORTH 31°42'48" EAST 217.60 FEET;

THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWENTY THREE (23) COURSES;

1) SOUTH 28°49'54" WEST 8.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 52°41'26", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 66°21'08" EAST;

2) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 45.98 FEET;

3) THENCE SOUTH 29°02'34" WEST, 60.11 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 07°07'30";

4) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 6.22 FEET;

5) THENCE SOUTH 36°10'04" WEST, 87.41 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 07°07'30";

6) THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 12.44 FEET;

7) THENCE SOUTH 29°02'34" WEST, 146.78 FEET TO A POINT FROM WHICH A LAS VEGAS BOULEVARD RIGHT-OF-WAY BRASS CAP NO. 027Y, AS SHOWN BY THAT CERTAIN MAP IN FILE 169, PAGE 20 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, BEARS NORTH 56°46'46" WEST 8.60 FEET AND THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 49°15'58";

8) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 64.49 FEET;

9) THENCE SOUTH 11°41'28" EAST, 22.85 FEET;

10) THENCE SOUTH 24°39'16" WEST 29.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 210.00 FEET AND A CENTRAL ANGLE OF 04°36'48", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 24°39'17" EAST;

11) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 16.91 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 8.00 FEET, A CENTRAL ANGLE OF 86°03'20" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 29°16'06" EAST;

12) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 12.02 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 4066.00 FEET, A CENTRAL ANGLE OF 03°11'04" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 64°40'34" WEST;

13) THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 225.98 FEET TO THE BEGINNING OF A NON-TANGENT COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 05°04'14" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 67°51'39" WEST;

14) THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 88.50 FEET;

15) THENCE SOUTH 17°04'07" WEST, 271.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 4054.00 FEET AND A CENTRAL ANGLE OF 02°20'57";

16) THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 166.22 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 8.00 FEET, A CENTRAL ANGLE OF 91°48'30" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 75°16'49" EAST;

17) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 12.82 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 02°20'23" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 16°31'41" WEST;

18) THENCE ALONG SAID CURVE TO THE RIGHT AN ARCH LENGTH OF 8.17 FEET;

19) THENCE SOUTH 18°52'04" WEST 33.74 FEET;

20) THENCE SOUTH 45°12'14" WEST 19.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 61.24 FEET, A CENTRAL ANGLE OF 60°48'08" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 45°12'14" EAST;

21) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 64.99 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 248.30 FEET, A CENTRAL ANGLE OF 06°46'08" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 73°59'38" WEST;

22) THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 29.33 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 512.04 FEET, A CENTRAL ANGLE OF 02°59'41" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 80°45'46" EAST;

23) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 26.76 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 88°44'46" WEST 138.91 FEET;

THENCE NORTH 88°51'07" WEST 1924.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 44°33'49" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 45°13'22" WEST, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF FRANK SINATRA DRIVE AND INDUSTRIAL ROADS AS DEDICATED IN DOCUMENT 940831:01339 OF OFFICIAL RECORDS IN THE CLARK COUNTY NEVADA RECORDER'S OFFICE;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES:

1) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 35.00 FEET;

2) THENCE NORTH 00°12'49" WEST, 137.18 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 91°31'55";

3) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 63.90 FEET;

4) THENCE NORTH 00°12'49" WEST 46.19 FEET;

5) THENCE NORTH 35°46'51" EAST 5.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 68°15'46" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 35°46'42" WEST;

6) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 89.36 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 04°42'30" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 75°57'32" WEST;

7) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 41.09 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 143.00 FEET, A CENTRAL ANGLE OF 08°20'29" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 71°15'02" WEST;

8) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 20.82 FEET;

9) THENCE NORTH 27°05'27" EAST, 389.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 6000.00 FEET, A CENTRAL ANGLE OF 00°28'42" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 63°51'57" WEST;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF INDUSTRIAL ROAD AS DEDICATED IN DOCUMENT 0496:0399453 OF OFFICIAL RECORDS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, THE FOLLOWING THREE (3) COURSES:

1) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 50.09 FEET;

2) NORTH 27°37'16" EAST 228.55 FEET;

3) THENCE NORTH 89°12'43" WEST, 9.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 6000.00 FEET, A CENTRAL ANGLE OF 00°22'57" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 65°32'14" EAST, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF INDUSTRIAL ROAD AS DEDICATED IN THE AFOREMENTIONED DOCUMENT 940831:01339 OF OFFICIAL RECORDS;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF INDUSTRIAL ROAD THE FOLLOWING TWO (2) COURSES:

1) THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 40.06 FEET;

2) THENCE NORTH 24°04'49" EAST ALONG SAID RIGHT-OF-WAY, 142.71 FEET;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF INDUSTRIAL ROAD AS DEDICATED IN DOCUMENT 940831:01338 OF OFFICIAL RECORDS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, THE FOLLOWING EIGHT (8) COURSES:

1) NORTH 24°06'50" EAST, 76.42 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 90°36'48";

2) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 63.26 FEET;

3) THENCE NORTH 24°43'38" EAST 32.50 FEET;

4) THENCE NORTH 65°16'22" WEST 1.55 FEET;

5) THENCE NORTH 24°43'38" EAST 32.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 89°23'12" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 24°43'38" WEST;

6) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 62.40 FEET;

7) THENCE NORTH 24°06'50" EAST 30.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3000.00 FEET, A CENTRAL ANGLE OF 03°53'45" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 65°53'11" WEST;

8) THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 203.99 FEET;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF INDUSTRIAL ROAD AS DEDICATED IN DOCUMENT 900501:00870 OF OFFICIAL RECORDS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, NORTH 70°41'14" EAST, 17.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 47°55'52" AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 70°40'14" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 29.28 FEET;

THENCE NORTH 28°36'06" EAST 257.71 FEET;

THENCE NORTH 27°38'40" EAST 227.58 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SPRING MOUNTAIN ROAD AS DEDICATED BY THOSE CERTAIN DOCUMENTS RECORDED IN BOOK 980415 OF OFFICIAL RECORDS AS INSTRUMENT NO. 00154 IN CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 67°45'49";

THENCE ALONG SAID RIGHT-OF-WAY LINE THE NEXT TWO (2) COURSES: ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 35.48 FEET;

THENCE SOUTH 84°35'31" EAST, 337.34 FEET;

THENCE SOUTH 00°25'43" WEST 292.58 FEET TO THE RIGHT-OF-WAY LINE OF BLACK CANYON AVENUE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 45.50 FEET, A CENTRAL ANGLE OF 73°47'02" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 66°18'24" WEST;

THENCE ALONG SAID RIGHT-OF-WAY LINE THE NEXT TWO (2) COURSES: ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 58.59 FEET;

THENCE SOUTH 50°05'26" EAST, 24.08 FEET;

THENCE SOUTH 00°48'59" WEST, DEPARTING SAID RIGHT-OF-WAY LINE, 150.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF PERSHING AVENUE;

THENCE ALONG SAID RIGHT-OF-WAY LINE THE NEXT TWO (2) COURSES: SOUTH 65°38'25" WEST 7.82 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 45.50 FEET AND A CENTRAL ANGLE OF 224°28'15";

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 178.26 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 69°47'28" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 68°49'50" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 30.45 FEET;



THENCE SOUTH 89°11'01" EAST 61.01 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 90°59'03";

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 111.16 FEET TO A POINT OF CUSP ON THE EAST RIGHT-OF-WAY LINE OF VEGAS PLAZA DRIVE AS SHOWN BY MAP THEREOF IN BOOK 46, PAGE 64 OF PLATS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE;

THENCE SOUTH 00°12'48" EAST 39.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 21.50 FEET, A CENTRAL ANGLE OF 55°05'49", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 54°34'21" WEST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 20.67 FEET;

THENCE SOUTH 88°49'38" EAST 99.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 449.10 FEET, A CENTRAL ANGLE OF 04°47'17", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 11°59'48" EAST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 37.53 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 21.10 FEET, A CENTRAL ANGLE OF 49°21'12", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 16°49'25" WEST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 18.18 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 10.70 FEET, A CENTRAL ANGLE OF 27°53'16", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 32°29'52" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 5.21 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 12.70 FEET, A CENTRAL ANGLE OF 23°06'26", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 04°37'48" EAST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 5.12 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 68.60 FEET, A CENTRAL ANGLE OF 41°03'53", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 13°26'43" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 49.17 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 52.50 FEET, A CENTRAL ANGLE OF 43°00'24", AND A POINT TO WHICH A RADIAL LINE BEARS SOUTH 23°03'16" WEST;

THENCE ALONG SAID CURVE TO THE LEFT AN ARC LENGTH OF 39.41 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 177.80 FEET, A CENTRAL ANGLE OF 19°15'45", AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 15°57'04" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 59.78 FEET;

THENCE SOUTH 88°48'48" EAST 117.50 FEET;

THENCE SOUTH 63°50'11" EAST 23.91 FEET TO THE POINT OF BEGINNING.

PARCEL IV:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AS SET FORTH IN THAT CERTAIN "DECLARATION OF RECIPROCAL EASEMENTS AND OPTION TO

PURCHASE TENANCY-IN-COMMON INTEREST", RECORDED MARCH 20, 2009 IN BOOK 20090320 AS DOCUMENT NO. 00883, OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED APRIL 20, 2016 IN BOOK 20160420 AS INSTRUMENT NO. 00183.

**EXHIBIT "B"**

**APPLICABLE CHAPTERS OF TITLE 30**

- 30.08 DEFINITIONS
- 30.24 PLANNED UNIT DEVELOPMENT
- 30.36 ZONING DISTRICTS AND MAPS
- 30.40 ZONING BASE DISTRICTS
- 30.44 USES
- 30.48 ZONING OVERLAY DISTRICTS
- 30.56 SITE DEVELOPMENT STANDARDS
- 30.60 PARKING AND LOADING REGULATIONS
- 30.64 SITE LANDSCAPING AND SCREENING STANDARDS
- 30.66 LANDSCAPE MAINTENANCE
- 30.72 SIGNS
- 30.76 NONCONFORMITIES

\* Refer to definition 1.01(d) of the Agreement for exceptions to the locked in Chapters of Title 30.

**EXHIBIT "C"**

**AGENDA SHEET AND NOTICE OF FINAL ACTION**



# Department of Comprehensive Planning

500 S Grand Central Pkwy • Box 551741 • Las Vegas NV 89155-1741  
(702) 455-4314 • Fax (702) 455-3271

Nancy A. Amundsen, Director

## NOTICE OF FINAL ACTION

April 03, 2023

KAEMPFER CROWELL  
1980 FESTIVAL PLAZA DR, STE 650  
LAS VEGAS, NV 89135

REFERENCE: UC-23-0031

On the date indicated above, a Notice of Final Action was filed with the Clark County Clerk, Commission Division, pursuant to NRS 278.0235 and NRS 278.3195, which starts the commencement of the twenty-five (25) day limitation period specified therein.

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of **March 22, 2023** and was **APPROVED** subject to the conditions listed below. You will be required to comply with all conditions prior to the issuance of a building permit or a business license, whichever occurs first.

Time limits to commence, complete or review this approval, apply only to this specific application. A property may have several approved applications on it with each having its own expiration date. **It is the applicant's responsibility to keep the application current.**

### **CONDITIONS OF APPROVAL - Comprehensive Planning**

- **Prior to the issuance of building permits, mitigate the impacts of the project including, but not limited to, issues identified by the technical reports and studies, and issues identified by the Board of County Commissioners or commit to mitigating the impacts of the project by entering into a Development Agreement with Clark County;**
- **Allow the following permits prior to the adoption of the Development Agreement: all grading, including excavation and underground utilities, construction below grade level, and structural first lift with initial foundation work;**
- **Prior to the issuance of building and grading permits, enter into a Performance Agreement with Clark County which includes a Decommissioning Plan specifying the actions to be taken by the Developer or County in the event construction of the project is stopped or abandoned;**
- **Bond or other form of financial security, acceptable to Clark County shall be provided with the Performance Agreement as security of the full and complete fulfillment of the decommissioning actions identified in the Decommissioning Plan;**
- **Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.**

#### **BOARD OF COUNTY COMMISSIONERS**

JAMES B. GIBSON, Chair • JUSTIN C. JONES, Vice Chair  
MICHAEL NAFT • MARILYN KIRKPATRICK • TICK SEGERBLOM • ROSS MILLER • WILLIAM MCCURDY II  
KEVIN SCHILLER, County Manager



## Department of Comprehensive Planning

500 S Grand Central Pkwy · Box 551741 · Las Vegas NV 89155-1741  
(702) 455-4314 · Fax (702) 455-3271

Nancy A. Amundsen, Director

- Applicant is advised that approval of this application does not constitute or imply approval of a liquor or gaming license or any other County issued permit, license or approval; water features must comply with Chapter 30.64; the installation and use of cooling systems that consumptively use water will be prohibited; the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion within the time specified; and that this application must commence within 2 years of approval date or it will expire.

### Public Works - Development Review

- Drainage study and compliance;
- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Section 30.32.040(a)(9) are needed to mitigate drainage through the site;
- Traffic study and compliance;
- Right-of-way dedication per RS-22-500123;
- Execute a License and Maintenance Agreement for any non-standard improvements within the right-of-way;
- 30 days to coordinate with Public Works - Design Division & Construction Management Division and to dedicate any necessary right-of-way and easements for the Las Vegas Boulevard South improvement project;
- Grant necessary easements including, but not limited to pedestrian access for sidewalks and bridges.
- Applicant is advised that approval of this application will not prevent Public Works from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approvals.

### Department of Aviation

- Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77;
- Applicant must also receive either a Permit from the Director of Aviation or a Variance from the Airport Hazard Areas Board of Adjustment (AHABA) prior to construction as required by Section 30.48 Part B of the Clark County Unified Development Code; Applicant is advised that many factors may be considered before the issuance of a permit or variance, including, but not limited to, lighting, glare, graphics, etc.;
- No building permits should be issued until applicant provides evidence that a "Determination of No Hazard to Air Navigation" has been issued by the FAA.
- Applicant is advised that the FAA's determination is advisory in nature and does not guarantee that a Director's Permit or an AHABA Variance will be approved; that FAA's airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments; and that the FAA's airspace determinations include expiration dates and that separate airspace determinations will be needed for construction cranes or other temporary equipment.

#### BOARD OF COUNTY COMMISSIONERS

JAMES B. GIBSON, Chair · JUSTIN C. JONES, Vice Chair  
MICHAEL NAFT · MARILYN KIRKPATRICK · TICK SEGERBLOM · ROSS MILLER · WILLIAM MCCURDY II  
KEVIN SCHILLER, County Manager



# Department of Comprehensive Planning

500 S Grand Central Pkwy • Box 551741 • Las Vegas NV 89155-1741  
(702) 455-4314 • Fax (702) 455-3271

Nancy A. Amundsen, Director

## Fire Prevention Bureau

- Applicant is advised that fire protection may be required for this facility; that operational permits may be required for this facility; to contact Fire Prevention for further information at (702) 455-7316; and to please contact this office for pre-construction meetings.

## Clark County Water Reclamation District (CCWRD)

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email [sewerlocation@cleanwaterteam.com](mailto:sewerlocation@cleanwaterteam.com) and reference POC Tracking #0246-2022 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

## BOARD OF COUNTY COMMISSIONERS

JAMES B. GIBSON, Chair • JUSTIN C. JONES, Vice Chair  
MICHAEL NAFT • MARILYN KIRKPATRICK • TICK SEGERBLOM • ROSS MILLER • WILLIAM MCCURDY II  
KEVIN SCHILLER, County Manager

03/22/23 BCC AGENDA SHEET

RESORT HOTEL  
(TITLE 30)

LAS VEGAS BLVD S/SPRING MOUNTAIN RD

PUBLIC HEARING

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

**UC-23-0031-MGP LESSOR, LLC:**

**USE PERMITS** for the following: **1)** high impact project; **2)** resort hotel; **3)** public areas including but not limited to: casino, showrooms, theater, retail, restaurants, offices, pharmacy, personal services, art gallery, live entertainment, night clubs, indoor and outdoor dining and drinking, and alcohol sales (package liquor, beer and wine); **4)** associated accessory and incidental commercial uses, buildings, and structures including retail areas, dining, theater, spa, fitness center and daycare; and **5)** deviations as depicted per plans on file.

**DEVIATIONS** for the following: **1)** increase building height; **2)** reduce height/setback ratio; **3)** encroachment into airspace; **4)** reduced loading spaces; **5)** allow primary access into portions of the building from the exterior of the resort hotel; **6)** alternative landscaping and pedestrian realm; and **7)** all other deviations as depicted per plans on file.

**WAIVER OF DEVELOPMENT STANDARDS** for modified driveway geometrics.

**DESIGN REVIEWS** for the following: **1)** high impact project; **2)** resort hotel with all associated and accessory uses, structures, and incidental buildings and structures; and **3)** finished grade on 69.8 acres in an H-1 (Limited Resort and Apartment) Zone.

Generally located on the west side of Las Vegas Boulevard South, 1,300 feet south of Spring Mountain Road within Paradise. TS/rk/syp (For possible action)

---

RELATED INFORMATION:

**APN:**

162-16-214-002; 162-17-711-002

**DEVIATIONS:**

1. Increase building height to 660 feet where a maximum height of 100 feet is permitted per Table 30.40-7 (a 557% increase).
2. Reduce height/setback ratio from an arterial street (Las Vegas Boulevard South) to 59 feet where 218 feet is required per Figure 30.56-4 (a 73% reduction).
3. Permit encroachment into airspace.
4. Reduce the number of loading spaces to 12 where 24 spaces are required per Table 30.60-6 (a 50% reduction).
5. Allow primary access into portions of the building from the exterior of the resort hotel.
6. Allow alternative landscaping and a pedestrian realm along the street frontage (Las Vegas Boulevard South) where required per Table 30.56-2, Table 30.64-2, Figure 30.64-17, and Figure 30.64-18.
7. Allow all other deviations as depicted per plans on file.



**WAIVER OF DEVELOPMENT STANDARDS:**

Allow existing driveways to remain where compliance with Uniform Standard Drawing 222.1 is required.

**WINCHESTER/PARADISE - ENTERTAINMENT MIXED-USE****BACKGROUND:****Project Description****General Summary**

- Site Address: 3400 Las Vegas Boulevard S.
- Site Acreage: 69.8
- Project Type: Resort hotel
- Number of Stories: 43 (including podium)
- Building Height (feet): 542 (top of guitar)/660 (additional architectural features)
- Square Feet: 1,208,301 (total)
- Parking Required/Provided: 4,634/6,166

Site Plans

This request is for a new hotel tower to be built on the site currently branded as The Mirage where the volcano attraction currently sits adjacent to Las Vegas Boulevard. The new hotel tower and buildings will consist of 1,208,301 square feet of total area including casino, retail, restaurants (indoor and outdoor dining), night club, day club, offices, live entertainment, entertainment areas, recreation areas, public and back of house areas, and other accessory uses.

The square footage breakdown is more fully described below:

- 48,234 square feet of casino.
- 96,668 square feet at street level to include restaurants and retail.
- 156,634 square feet for check in/pool level.
- 66,673 square foot spa, fitness center and salon.
- 804,282 square feet of floor area associated with the hotel rooms.

The new Hard Rock hotel tower will be in the shape of a guitar and will contain 600 hotel rooms. There will be approximately 36 occupied room levels within the tower which will be built on top of a 105 foot tall podium. The total height of the project will be 542 feet to the top of the guitar and a maximum height of 660 feet for additional architectural features to mimic the neck of the guitar. The height/setback ratio requires 218 feet from Las Vegas Boulevard South where 59 feet is provided, necessitating a deviation. The porte-cochere for the project is accessed via existing driveways off Las Vegas Boulevard South. A valet drop-off area is provided at the porte-cochere for use by patrons of the resort hotel. All parking will be provided through existing adjacent parking garages (total of 3). Based upon the parking totals submitted with this request, a total of 6,166 parking spaces are provided between the Mirage Property and Treasure Island. With the addition of the new hotel tower and uses as well as the other existing uses, a total of 4,6340 parking spaces are required. The plans also depict the location of multiple "potential" pedestrian bridges. Two of the proposed bridges are located on the west side of Las Vegas Boulevard South and would span across the existing vehicular driveways off Las Vegas

Boulevard South. Also, as a point of information, the applicant has been working with The Boring Company for a proposed Vegas Loop station. Access to the project site is granted via 2 existing commercial driveways adjacent to Las Vegas Boulevard South. The existing driveways along Las Vegas Boulevard are not being modified with this project, though it is noted that these driveways do not meet current uniform standard drawing dimensions for entry/exit driveway radii, driveway widths, and throat depths. The intent of this project is to maintain the existing driveways.

#### Landscaping

The plans depict a pedestrian realm and landscaping along Las Vegas Boulevard South consisting of 36 inch box trees, shrubs, and groundcover. The pedestrian realm adjacent to Las Vegas Boulevard South measuring approximately 18 feet to maximum 29.5 in width, with a detached sidewalk measuring 18 feet with no landscaping, necessitating deviations for alternative landscaping and a pedestrian realm. Additional landscaping is featured around the perimeter of the buildings and entry driveways throughout the project site.

#### Elevations

The plans depict a proposed resort hotel with a total height of 542 feet to the top of the guitar and a maximum height of 660 feet for additional architectural features to mimic the neck of the guitar. The design of the hotel features an exterior composed of a glazed aluminum window wall system, EIFS applications, and aluminum composite panels. The lower-level podium areas involve the use of pre-cast concrete panels, and aluminum composite. The necessary forms have been filed with the Federal Aviation Administration (FAA). However, final action cannot occur until the FAA has issued a valid Determination of No Hazard, and the Department Of Aviation (DOA) has reviewed the determination.

#### Floor Plans

The plans depict a variety of hotel room sizes measuring between 460 square feet to 5,60 square feet in area. The floor plans of the resort hotel consist of the following: 1) 48,234 square feet of casino; 2) 96,668 square feet at street level to include restaurants and retail; 3) 156,634 square feet for check in/pool level; 4) 66,673 square foot spa, fitness center and salon; and 5) 804,282 square feet consisting of 600 hotel suites.

#### Signage

Signage is not a part of this request.

#### Applicant's Justification

The applicant indicates the Hard Rock Guitar Tower will bring 600 luxury guestrooms and suites to the Las Vegas strip. The proposed new hotel tower and additional amenities are compatible and consistent with all the other resort hotels along Las Vegas Boulevard South. Designed to resemble back to back guitars, complete with guitar faces and lit strings, this tower will be an engineering masterpiece at a height of 660 feet with floor to ceiling glass panes. The guitar tower will forever change the skyline of the Strip.

**Prior Land Use Requests**

<b>Application Number</b>	<b>Request</b>	<b>Action</b>	<b>Date</b>
DR-21-0443	Comprehensive sign package	Approved by BCC	October 2021
ADR-21-900297	Outdoor patio	Approved by ZA	July 2021
UC-19-0859	Temporary commercial outdoor events	Approved by BCC	December 2019
DR-18-0647	Façade changes to existing outdoor sales structure/booth	Approved by BCC	October 2018
AR-18-400147 (UC-0283-17)	First application for review of an outdoor sales structure/booth subject to removing the time limit	Approved by BCC	July 2018
UC-0283-17	Allowed an outdoor sales structure/booth for Mirage and signage subject to a 1 year review after ticket sales begin	Approved by BCC	June 2017
UC-0200-17	Allowed an outdoor sales structure/booth for Treasure Island and a use permit for deviations to development standards for a Resort Hotel	Approved by BCC	May 2017
DR-0596-12	Comprehensive sign package	Approved by BCC	November 2012
TM-0221-08	1 lot commercial subdivision	Approved by PC	February 2009
UC-2055-04	Remodel and expansion of the existing Mirage Resort Hotel including signage	Approved by PC	January 2005
DR-1047-03	67 foot high pedestrian bridge connection to a proposed public pedestrian bridge on the north side of the Treasure Island Resort Hotel	Approved by BCC	August 2003
VC-2030-98	Pedestrian bridge to connect the Treasure Island and The Mirage Resort Hotel properties to the Venetian Resort Hotel	Approved by BCC	August 1998
VC-894-92	37,000 square feet of signs	Approved by PC	December 1992

**Surrounding Land Use**

	<b>Planned Land Use Category</b>	<b>Zoning District</b>	<b>Existing Land Use</b>
North	Entertainment Mixed-Use	H-1	Treasure Island Resort Hotel
South	Entertainment Mixed-Use	H-1	Caesars Palace Resort Hotel & Forum Shops
East	Entertainment Mixed-Use	H-1	Venetian/Palazzo Resort Hotel Complex, Casino Royale, & Harrah's Resort Hotel
West	Business Employment	M-1	Office/warehouse buildings & I-15

## **STANDARDS FOR APPROVAL:**

The applicant shall demonstrate that the proposed request meets the goals and purposes of Title 30.

### **Analysis**

#### **Comprehensive Planning**

##### Use Permits

A use permit is a discretionary land use application that is considered on a case by case basis in consideration of Title 30 and the Master Plan. One of several criteria the applicant must establish is that the use is appropriate at the proposed location and demonstrate the use shall not result in a substantial or undue adverse effect on adjacent properties.

The proposed resort hotel, in addition to the various accessory and incidental uses, is defined as a High Impact Project (HIP) as it includes more than 1,200 guest rooms and will generate 8,000 or greater average daily trips, as defined by the Institute of Transportation Engineers. The purpose of the Limited Resort and Apartment District (H-1) is to provide for the development of gaming enterprises, compatible commercial, and mixed commercial and residential uses, and to prohibit the development of incompatible uses that are detrimental to gaming enterprises. Policy 5.1.3 of the Master Plan emphasizes tourism, conventions, trade shows, and gaming as one of the region's economic pillars. Staff finds the request for a new resort hotel with all associated accessory uses complies with the aforementioned policy and is appropriate based on the site's location on Las Vegas Boulevard South, the H-1 zoning designation, and the Las Vegas Boulevard Gaming Corridor; therefore, staff can support these requests.

##### Deviations #1 and #2

Policy 6.2.1 of the Master Plan aims to ensure the design and intensity of new development is compatible with the surrounding area and uses in terms of height, scale, and the overall mix of uses. The requested height increase is similar to, and consistent with, other resort hotel requests that have been approved within the immediate area. Varying building height, breaking-up the mass of the building, and shifting building placement can provide appropriate transitions between differing building scales and intensities. Although the height/setback ratio reduction along Las Vegas Boulevard South is significant, the encroachment into the setback begins at a height of 53 feet. Staff finds the encroachment into the setback should not negatively impact the surrounding land uses and adjacent properties; therefore, staff recommends approval of these requests.

##### Deviations #4 through #7

The intent of the loading requirements is to establish regulations for the provision of safe and efficient loading facilities in amounts sufficient to meet existing and/or proposed land uses. Staff finds the reduction to the number of loading spaces should have minimal to no impact on the proposed resort hotel development. The proposed number of loading spaces should adequately serve the resort hotel and the associated uses. The Applicant is requesting to allow direct access to the pool area and other accessory incidental areas that are not accessed through the interior type of entry to the resort hotel. The exterior entrances are popular and operated in many resort hotels. This allows for better queuing and less congestion in the hotel and gaming areas; therefore, staff recommends approval. Finally, staff does not object to the proposed alternative

landscaping and pedestrian realm design along Las Vegas Boulevard South. The pedestrian realm adjacent to Las Vegas Boulevard South measures between 34 feet to 43 feet in width, with a detached sidewalk measuring 15 feet in width. The alternative landscaping and pedestrian realm are compatible with other developed properties along Las Vegas Boulevard South; therefore, staff recommends approval.

#### Waiver of Development Standards

According to Title 30, the applicant shall have the burden of proof to establish that the proposed request is appropriate for its existing location by showing that the uses of the area adjacent to the property included in the waiver of development standards request will not be affected in a substantially adverse manner. The intent and purpose of a waiver of development standards is to modify a development standard where the provision of an alternative standard, or other factors which mitigate the impact of the relaxed standard, may justify an alternative.

#### Design Reviews #1 & #2

The proposed design of the resort hotel and accessory uses consist of a contemporary design that is unique and architecturally diverse, which is appropriate for the surrounding area. The street landscape area along Las Vegas Boulevard South, which consists of detached sidewalks, complies with the Master Plan which encourages detached sidewalks and shade to provide a safe and comfortable environment for pedestrians. The majority of Harmon Avenue also includes detached sidewalks, in compliance with the Master Plan. Policy WP-1.1 of the Master Plan encourages a diversity of land uses along major corridors at densities that support pedestrian activity and transit use, especially along Las Vegas Boulevard South. A multitude of accessory commercial uses are provided in conjunction with the resort hotel including, but not limited to, retail uses, restaurants, art studio, theater, and entertainment. Staff finds the proposed resort hotel is appropriate for the area, is compatible with the surrounding land uses, and complies with multiple goals and policies from the Master Plan; therefore, recommends approval.

#### **Public Works - Development Review**

##### Waiver of Development Standards

Staff can support the request to allow the existing driveways on Las Vegas Boulevard South to remain since both driveways are signalized to reduce potential conflicts.

##### Design Review #3

This design review represents the maximum grade difference within the boundary of this application. This information is based on preliminary data to set the worst case scenario. Staff will continue to evaluate the site through the technical studies required for this application. Approval of this application will not prevent staff from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approval.

#### **Department of Aviation**

The development will penetrate the 100:1 notification airspace surface for Harry Reid International Airport. Therefore, as required by 14 CFR Part 77, and Section 30.48.120 of the Clark County Unified Development Code, the Federal Aviation Administration (FAA) must be notified of the proposed construction or alteration.

More importantly, the development will penetrate the Part 77 airspace surface (Airport Airspace Overlay District), as defined by Section 30.48.100 of the Clark County Unified Development Code. Therefore, as required by Section 30.16.210(12)(D) of the Clark County Unified Development Code, final action cannot occur until the FAA has issued an airspace Determination of No Hazard and the Department of Aviation has reviewed the determination. (Note that Section 30.16.210(12)(D) requires that the FAA Determination of No Hazard shall be submitted two weeks prior to final approval for any proposed structure that intrudes into Airport Airspace Overlay District [see Chapter 30.48 Part B].)

#### **Staff Recommendation**

Approval.

If this request is approved, the Board and/or Commission finds that the application is consistent with the standards and purpose enumerated in the Master Plan, Title 30, and/or the Nevada Revised Statutes.

#### **PRELIMINARY STAFF CONDITIONS:**

##### **Comprehensive Planning**

- Prior to the issuance of building permits, mitigate the impacts of the project including, but not limited to, issues identified by the technical reports and studies, and issues identified by the Board of County Commissioners or commit to mitigating the impacts of the project by entering into a Development Agreement with Clark County;
- Allow the following permits prior to the adoption of the Development Agreement: all grading, including excavation and underground utilities, construction below grade level, and structural first lift with initial foundation work;
- Prior to the issuance of building and grading permits, enter into a Performance Agreement with Clark County which includes a Decommissioning Plan specifying the actions to be taken by the Developer or County in the event construction of the project is stopped or abandoned;
- Bond or other form of financial security, acceptable to Clark County shall be provided with the Performance Agreement as security of the full and complete fulfillment of the decommissioning actions identified in the Decommissioning Plan;
- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection.
- Applicant is advised that approval of this application does not constitute or imply approval of a liquor or gaming license or any other County issued permit, license or approval; water features must comply with Chapter 30.64; the installation and use of cooling systems that consumptively use water will be prohibited; the County is currently rewriting Title 30 and future land use applications, including applications for extensions of time, will be reviewed for conformance with the regulations in place at the time of application; a substantial change in circumstances or regulations may warrant denial or added conditions to an extension of time; the extension of time may be denied if the project has not commenced or there has been no substantial work towards completion

within the time specified; and that this application must commence within 2 years of approval date or it will expire.

#### **Public Works - Development Review**

- Drainage study and compliance;
- Drainage study must demonstrate that the proposed grade elevation differences outside that allowed by Section 30.32.040(a)(9) are needed to mitigate drainage through the site;
- Traffic study and compliance;
- Right-of-way dedication per RS-22-500123;
- Sight zones adjacent to all driveways to be restored to be code compliant within 90 days of approval;
- 30 days to coordinate with Public Works - Design Division & Construction Management Division and to dedicate any necessary right-of-way and easements for the Las Vegas Boulevard South improvement project;
- Grant necessary easements including, but not limited to pedestrian access for sidewalks and bridges.
- Applicant is advised that approval of this application will not prevent Public Works from requiring an alternate design to meet Clark County Code, Title 30, or previous land use approvals.

#### **Department of Aviation**

- Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77;
- Applicant must also receive either a Permit from the Director of Aviation or a Variance from the Airport Hazard Areas Board of Adjustment (AHABA) prior to construction as required by Section 30.48 Part B of the Clark County Unified Development Code; Applicant is advised that many factors may be considered before the issuance of a permit or variance, including, but not limited to, lighting, glare, graphics, etc.;
- No building permits should be issued until applicant provides evidence that a "Determination of No Hazard to Air Navigation" has been issued by the FAA.
- Applicant is advised that the FAA's determination is advisory in nature and does not guarantee that a Director's Permit or an AHABA Variance will be approved; that FAA's airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments; and that the FAA's airspace determinations include expiration dates and that separate airspace determinations will be needed for construction cranes or other temporary equipment.

#### **Fire Prevention Bureau**

- Applicant is advised that fire protection may be required for this facility; that operational permits may be required for this facility; to contact Fire Prevention for further information at (702) 455-7316; and to please contact this office for pre-construction meetings.

**Clark County Water Reclamation District (CCWRD)**

- Applicant is advised that a Point of Connection (POC) request has been completed for this project; to email sewerlocation@cleanwaterteam.com and reference POC Tracking #0246-2022 to obtain your POC exhibit; and that flow contributions exceeding CCWRD estimates may require another POC analysis.

**TAB/CAC:** Paradise - approval.

**APPROVALS:**

**PROTESTS:**

**APPLICANT:** HR NV, LLC

**CONTACT:** KAEMPFER CROWELL, 1980 FESTIVAL PLAZA DR. SUITE 650, LAS VEGAS, NV 89135

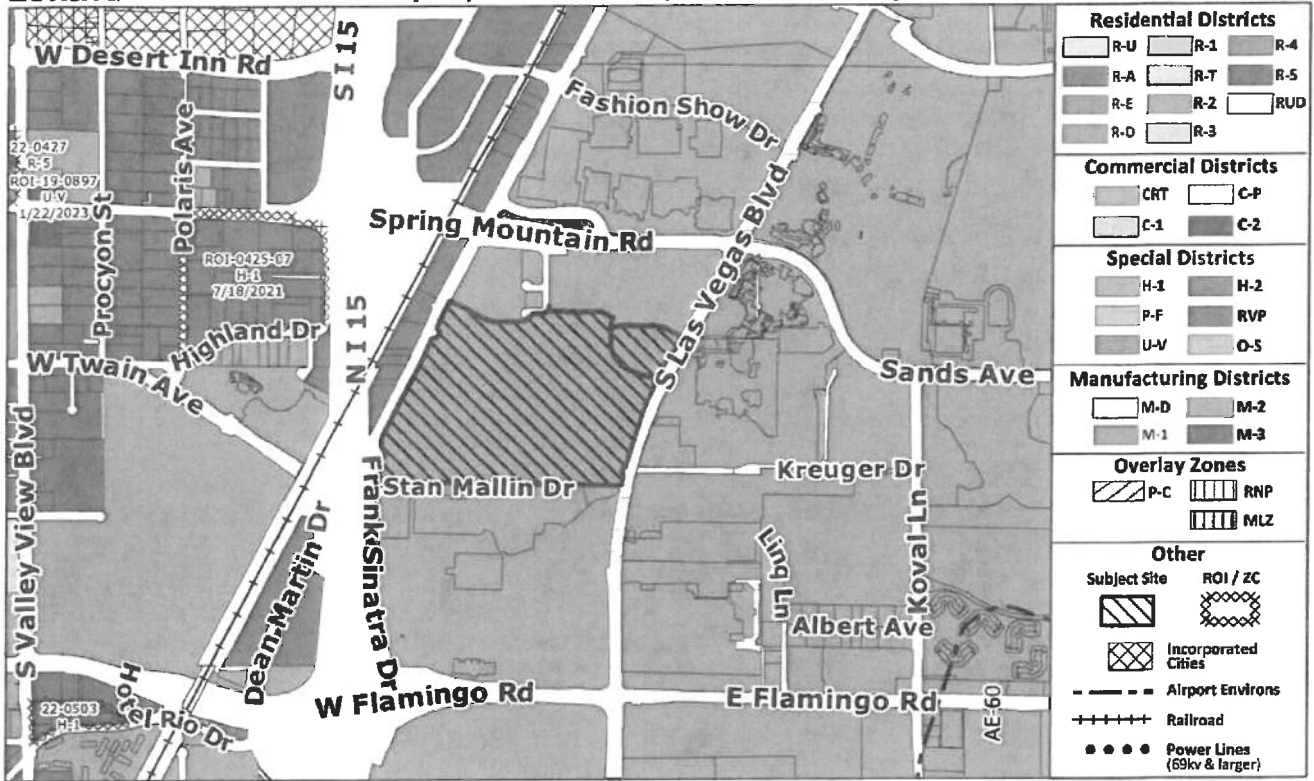


# Commission Agenda Map

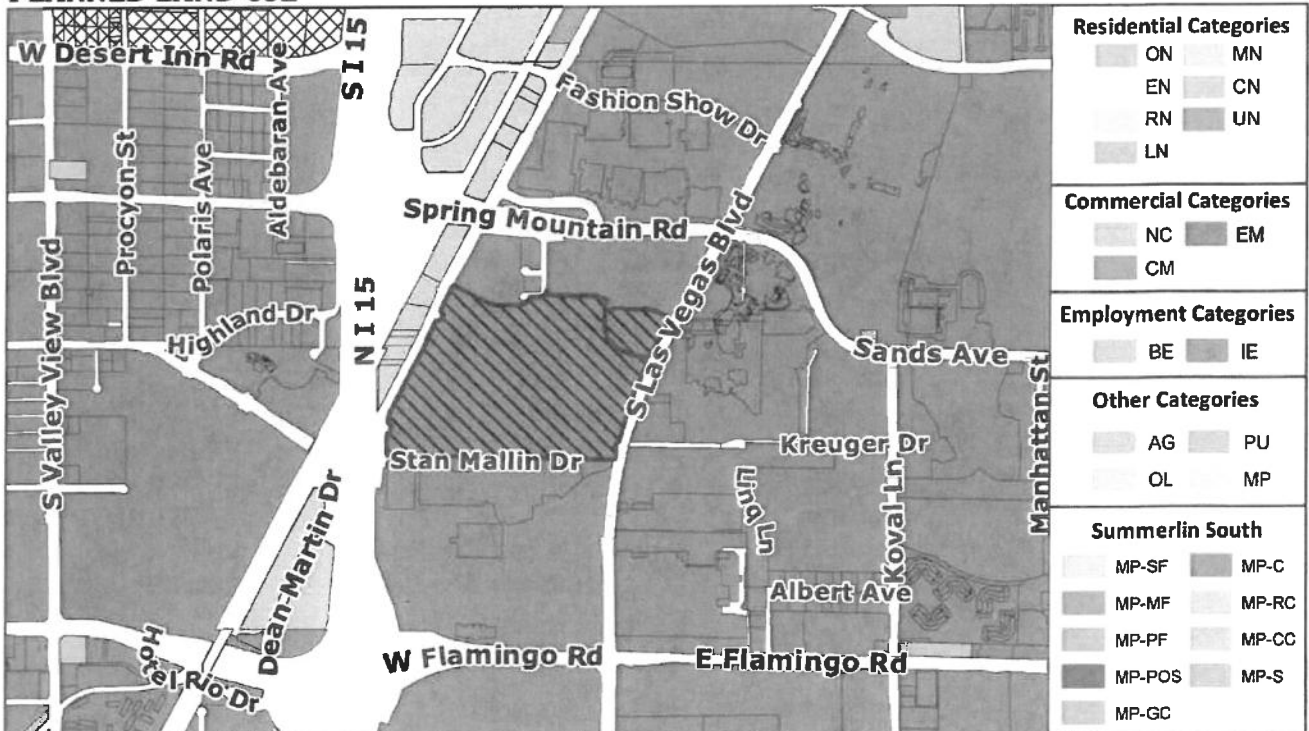
UC-23-0031

Clark County Department of Comprehensive Planning, Clark County, Nevada

## ZONING

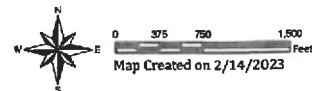


## PLANNED LAND USE



This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated hereon.

Subject Parcel(s)  
16216214002  
16217711002



## **EXHIBIT "D"**

### **CCFD SUITE IMPROVEMENTS**

CCFD Suite design must include:

- (1) A maximum of approximately one thousand square feet (1,000);
- (2) one (1) kitchenette;
- (3) one (1) shower area;
- (4) one (1) toilet area;
- (5) two (2) individual and private sleeping accommodations for two (2) personnel;
- (6) one (1) storage space;
- (7) designated locker area with space for three (3) separate lockers located in each private sleeping accommodation;
- (8) one (1) tele-data closet; and
- (9) one (1) medical lock-up drug closet (air conditioned space).

County shall use the Furnishing Payment to purchase including, but not limited to, the following items:

- (1) IBM Network;
- (2) Voice Lady;
- (3) Speaker/Intercom;
- (4) Two (2) Computers;
- (5) Software;
- (6) GPS Equipment;
- (7) Dining table and chairs;
- (8) Modular furniture;
- (9) Recliners;
- (10) Coat Hooks;
- (11) Beds, frames;
- (12) Vacuum;
- (13) Microwave;
- (14) Refrigerator;
- (15) Television and brackets;
- (16) Washer and Dryer;
- (17) Garbage can (50 gallon);
- (18) Wet mop bucket with wringer;
- (19) Dry mop pole head and covering;
- (20) Printer;
- (21) Clocks;
- (22) Trash cans – (23 gallon);
- (23) Kitchen goods; and
- (24) Cleaning supplies and chemicals.