

CITY OF NORTH LAS VEGAS

INTEROFFICE MEMORANDUM

To: Sharianne Dotson, Planner, Land Development & Community Services
From: Jimmy Love, Major Projects Coordinator, Department of Public Works
Subject: SUP-10-2024 **The Hills Preschool**
Date: February 20, 2024

In addition to the requirement to comply with the *City of North Las Vegas Municipal Code* - Titles 15 and 16, the *Development Standards for the Villages at Tule Springs*, NRS 278 and accepted *Clark County Area Uniform Standard Drawings*, the Department of Public Works recommends the following conditions of approval:

1. All known geologic hazards shall be shown on any preliminary development plans and civil improvement plans submitted to the City. Subsequent identification of additional hazards may substantially alter development plans.
2. Approval of a drainage study is required prior to submittal of the civil improvement plans.
3. Approval of a traffic study is required prior to submittal of the civil improvement plans. Please contact Traffic Engineering at 633-2676 to request a scope. The traffic study shall include neighborhood traffic management elements to address the potential for cut through traffic to/from the south.
4. All Nevada Energy easements, appurtenances, lines and poles must be shown and shall be located entirely within the perimeter landscape area of this development. Distribution lines, existing or proposed, shall be placed underground if impacted by the proposed development of the parcel or if the pole impedes upon the proper ADA clearances for sidewalk. Under no circumstances will new down guy wires be permitted.
5. The applicant is responsible for acquiring any easements needed to construct the project.
6. All off-site improvements must be completed prior to final inspection of the first building.

Utilities – For information only:

- This project shall comply with the General Provisions and Conditions of the *City of North Las Vegas Water Service Rules and Regulations* and the *Design and Construction Standards for Wastewater Collection Systems*.
- Submittal of a Hydraulic Analysis per the *Uniform Design and Construction Standards (UDACS) for Potable Water Systems* is required and will be subject to the review and approval of the Utilities Department.

For more information regarding the land development process and other associated requirements in the City of North Las Vegas, please visit the City's website and find the **Land Development Guide**:
<http://www.cityofnorthlasvegas.com/Departments/PublicWorks/PublicWorks.shtm>.

Jimmy Love
Digitally signed by Jimmy Love
DN: C=US,
E=lovej@cityofnorthlasvegas.com, O=City
of North Las Vegas, OU=Development &
Flood Control, CN=Jimmy Love
Reason: I am the author of this document
Date: 2024.02.20 16:39:36-08'00'

Jimmy Love, Major Projects Coordinator
Department of Public Works

John David Burke, Architect
a Professional Corporation

Revised

02/21/2024 11:17:08 AM

February 21, 2024

City of North Las Vegas
Land Development & Community Services
Planning & Zoning
2250 Las Vegas, North, Suite #125
North Las Vegas, Nevada 89030

Project: The Hills Preschool Daycare
Tax Assessors #: 139-05-702-012
Re: Letter of Intent – Special Use Permit Application

To Whom It May Concern:

This letter of intent is for the application for a special use permit for The Hills Preschool daycare. The daycare will serve 275 children that will be cared for by 35 employees. The children's ages range from toddlers to 4 year olds (preschool ages). The hours of operation are 6AM to 6PM. The property is a 1.16 acre parcel at the southeast corner of West Craig Road and Fusilier Drive in the City of North Las Vegas. This site is uniquely appropriate for this use. The site is currently zoned C1 with C1 zoning to the north and east. To the south is R1 single family residential for which we are providing a 31.5' intense landscape buffer which is in addition to a 40' play yard further buffering the daycare building. The play yard are 55% larger than what is required by the Southern Nevada Health District. This parcel has a cross access easement that allows this facility to share the existing parking lot to the north with the Outback and Las Islitas restaurants. Parking provided exceeds parking required by 55%. All offsite improvements and onsite parking lot improvements exist.

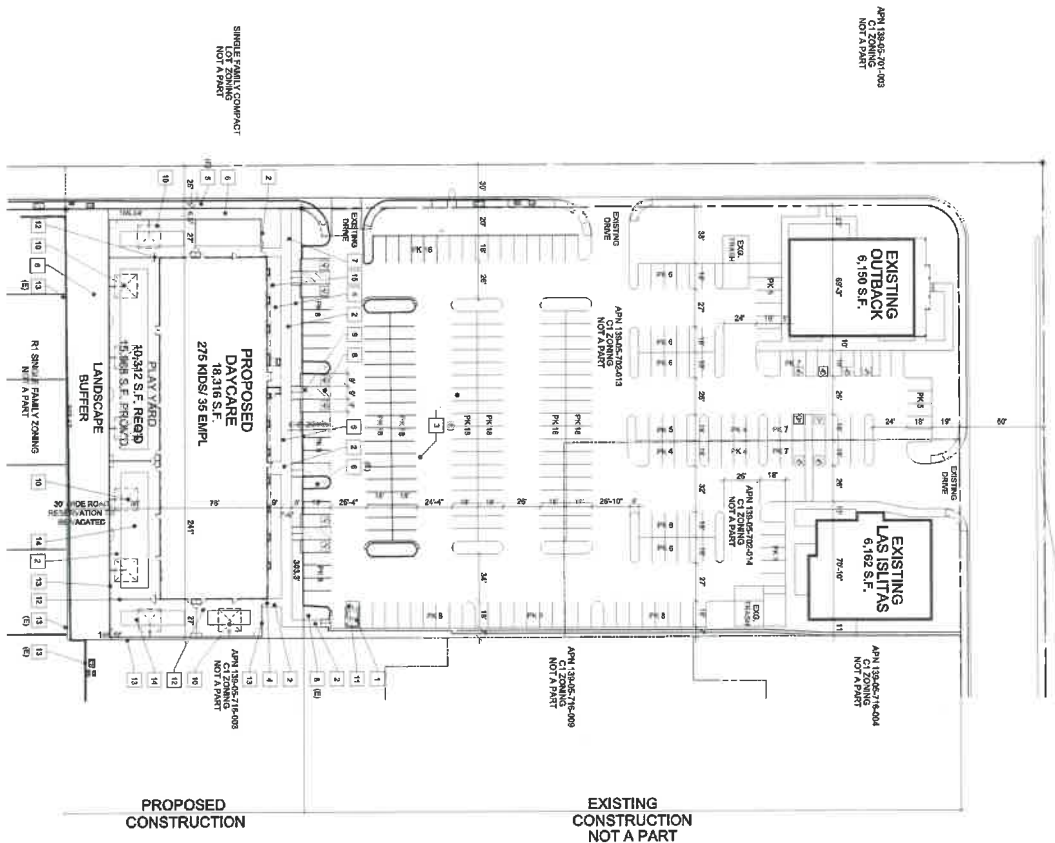
The applicant respectfully requests the approval of this application and hopes to become a much needed service for the City and a new member of its business community. Thank you and if you have any questions, please do not hesitate to call.

Sincerely,



John David Burke, Architect

02/21/2024 10:04:59 AM



Site plan

scale: 1" = 40'-0"

Keynotes

#	Description
1	1) NOT PAINT CONCRETE BLOCK TRAILER ENCLOSURE PER REPUBLIC SERVICES STANDARDS. TRAILER ENCLOSED WITH CHAIN LINK TOP & ALUMINUM SLAM GATE
2	CONCRETE DRIVEWAY
3	AC PAVING
4	ERT GATES W/ HINGE HARDWARE
5	ADDITIONAL 10' CHAIN LINK FENCE PER MONTH 18 IN VEGAS STANDARDS
6	LANDSCAPING
7	HANDPAW ACCESSIBLE FENCE
8	HANDPAW ACCESSIBLE PALE
9	ZERO CHAIR FACE CURBS PAW - SEE CIVILS
10	SHADE STRUCTURE
11	CONCRETE ASPHALT
12	3' HIGH WINDSTOP FROM TRAILER W/ BLIND GATES
13	6' HIGH PAINT FACE CONCRETE BLOCK FENCE
14	PLAY YARD TURF
15	ELECTRIC, SWITCHES/OUT

Project data

EXISTING ZONING:	C1
REQUIRED ZONING:	C1
PROPOSED USE:	UNDEVELOPED DANVCARE
PROPERTY SIZE:	69,542 S.F. / 1.6 ACRES (NET)
BUILDING COVERAGE:	36.2%
APR#: 139-05-702-012	

PARKING ANALYSIS

BUILDING	AREA	RATIO	PER REQ.	PER PROV.
OUTRACK RESTAURANT	8,160 S.F.	1/73 INDOOR SEATING AREA	56	
OUTRACK RESTAURANT	4,300 S.F., 15A			
LAY DOWN RESTAURANT	8,162 S.F.	1/73 INDOOR SEATING AREA	56	
OUTRACK RESTAURANT	4,300 S.F., 15A			
OUTRACK RESTAURANT	7,821 S.F.	1 PER 6 PERSONS	62	
TOTAL BUILDING	30,623 S.F.		144 SPACES	256 SPACES

Location map



sheet no.	date	2/15/2024
ST1	proj. no. 2023-25 ...
	drwn. by	
	chkd. by	

Daycare Center
SEC Craig & Simmons
for: Active Commercial
North Las Vegas Nevada

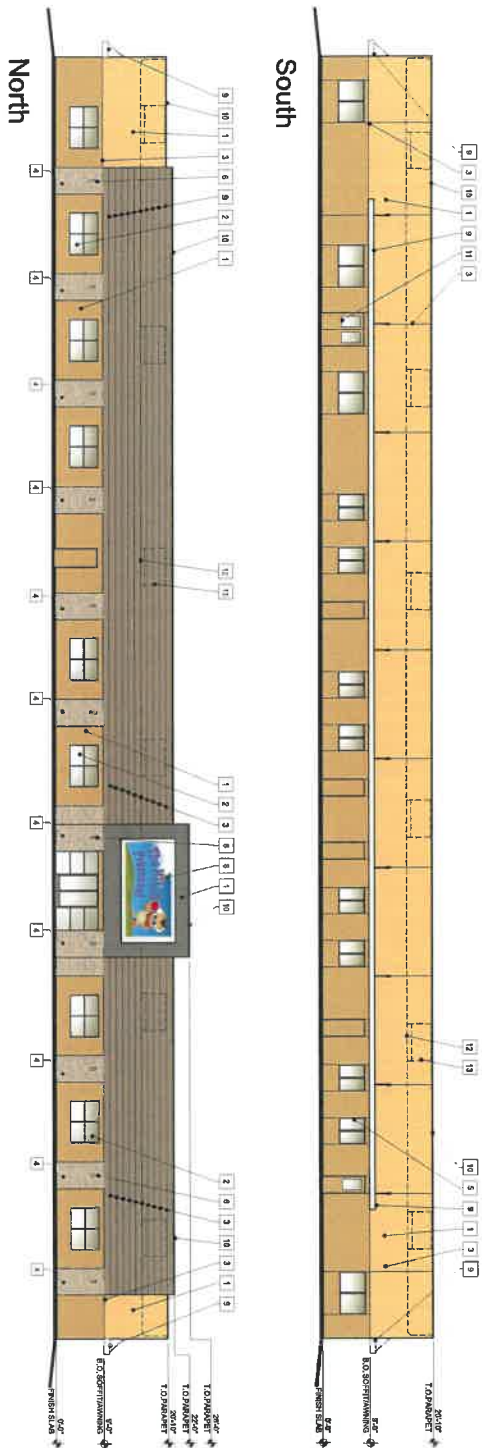
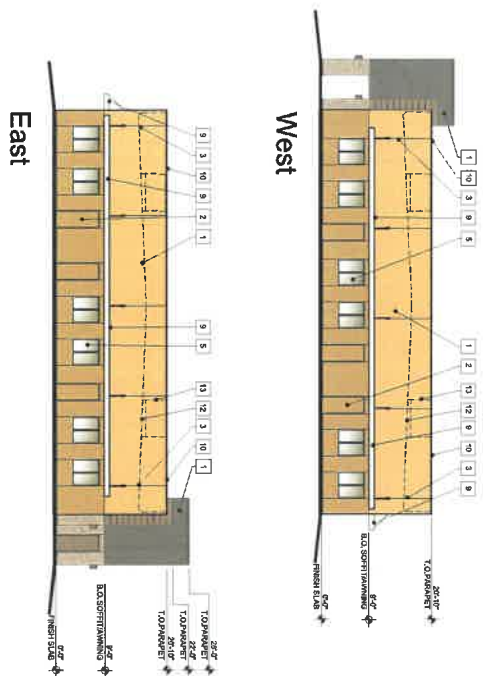
jdB
architect

John David Banks, Architect, 6780 S. Fort Apache Rd., #110, Las Vegas, NV 89148 (702) 797-4403, john@jdbarchitect.com

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copyright © 2024

Revised
02/21/2024 10:04:44 AM



Exterior Finishes

Keynotes

1	STUCCO		1	FIELD PAINT #1: SHERWIN-WILLIAMS DOLBY WHITE - SEMI-GLOSS - 100% 3458-3459	
2	ALUMINUM STOREFRONT DOOR/PIED WINDOW		2	FIELD PAINT #2: SHERWIN-WILLIAMS TONGUE/PIED - SEMI-GLOSS - 100% 3254-14-607	
3	DECORATIVE METAL		3	FIELD PAINT #3: SHERWIN-WILLIAMS CHAMPAINE - SEMI-GLOSS - 1173-1124-11	
4	CUTLERY STOVE VENER		4	STONE VENEER: DORLAND/STONETECH DORLAND MARBLE/FLAME	
5	ALUMINUM STOREFRONT FLUSH WINDOW		5	STONE VENEER: DORLAND/STONETECH DORLAND MARBLE/FLAME	
6	DECORATIVE DOORICE		6	STONE VENEER: DORLAND/STONETECH DORLAND MARBLE/FLAME	
7	H.M. INSULATED DOOR		7	STONE VENEER: DORLAND/STONETECH DORLAND MARBLE/FLAME	
8	BRASS BY OTHERS (NOT A PART)		8	STONE VENEER: DORLAND/STONETECH DORLAND MARBLE/FLAME	
9	PAINTED METAL VENER		9	STONE VENEER: DORLAND/STONETECH DORLAND MARBLE/FLAME	
10	PAINTED 24 GA. GALVANEET CAR FLASHING		10	STONE VENEER: DORLAND/STONETECH DORLAND MARBLE/FLAME	
11	H.M. INSULATED DOOR W/ VISION GLASS		11	STONE VENEER: DORLAND/STONETECH DORLAND MARBLE/FLAME	
12	LINE OF ROOF BEYOND		12	STONE VENEER: DORLAND/STONETECH DORLAND MARBLE/FLAME	
13	LINE OF HALLWAY BEYOND		13	STONE VENEER: DORLAND/STONETECH DORLAND MARBLE/FLAME	

revisions		
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drawings is the premisses of the architect's work. In this respect, they are in the same position as the architect's client, who is not a passive recipient of the architect's work, but an active participant in the process. They are not to be used as a mere backdrop for the architect's work, but as a part of the work itself. The architect's work is a process, not a product. It is a process of discovery, of exploration, of experimentation. It is a process of learning, of growth, of change. It is a process of creating, of making, of doing. It is a process of living, of breathing, of feeling. It is a process of being, of existing, of becoming. It is a process of...
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John David Bader Architects

jdB
architect.

John Derek Burke, Architect, 8780 S. Fort Apache Rd., #110, Las Vegas, NV 89148 (702)719-6803, jd@burkearchitect.com

Daycare Center
SEC Craig & Simmons
for: Active Commercial
North Las Vegas Nevada

sheet no.	date	2/15/2024
A2	proj. no.	2023-25
	drawn by	
	chkd. by	

1 Exterior elevations

Scale: 3/32" = 1'-0"

(23)

20060711-0004204

This instrument prepared by and return to:
Escrow #NCS-209767-HHLV (ak) (C)
Outback Steakhouse of Florida, Inc.
2202 North West Shore Boulevard, 5th Floor
Tampa, Florida 33607
Attention: Laureen Sustachek, Director of Lease Administration
APN: PTN 139-05-702-010

Fee: \$36.00
N/C Fee: \$25.00

07/11/2006 14:45:51
T20060120793

Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVADA

Frances Deane JKA
Clark County Recorder Pas: 23

**DECLARATION OF CROSS EASEMENTS
AND RESTRICTIONS**

THIS DECLARATION OF CROSS EASEMENTS AND RESTRICTIONS is made and entered into as of this 10th day of July, 2006 ("Declaration"), by and between The Craig Connection, LLC, a Nevada limited liability company (hereinafter "Owner C") whose address is 6019 Jamestown Park, Orlando, FL 32819 and Outback Steakhouse of Florida, Inc., a Florida corporation (hereinafter "Outback") whose office address is 2202 North West Shore Boulevard, 5th Floor, Tampa, Florida 33607 (Outback and Owner C sometimes collectively referred to as "Owners").

RECITALS:

WHEREAS, Owner C is the current Owner of certain real property (hereinafter referred to as the "Undeveloped Property") situated in the City of North Las Vegas, County of Clark, State of Nevada, described on **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, Outback is the current Owner of certain real property (hereinafter referred to as the "Outback Property") situated in the City of North Las Vegas, County of Clark, State of Nevada described on **Exhibit "B"** attached hereto and incorporated herein by this reference (the Outback Property and the Undeveloped Property, sometimes collectively referred to as the "Properties"); and

WHEREAS, the parties hereto desire to subject their respective Properties to the covenants, conditions, easements and restrictions described herein for the benefit of the parties hereto and their respective heirs, executors, successors, assigns, employees, mortgagees, tenants, customers and invitees.

NOW, THEREFORE, in consideration of the covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The Undeveloped Property shall be (i) utilized for the purpose of any of the "Permitted Uses" listed on **Exhibit "C"** attached hereto, and for no other use or purpose except for any other use or purpose except as may be permitted by

at its sole discretion, and (ii) limited to a one (1) or two (2) story of no more than 20,000 square feet per story.

3. Once the Undeveloped Property is developed, Owner C hereby declares, grants and conveys to Outback a perpetual, non-exclusive easement on, over, through and across the Undeveloped Property for: (1) vehicular access, ingress and egress, including, without limitation, the use of driveways and curb cuts; (2) parking areas; and (3) the passage and accommodation of pedestrians in connection with the use and enjoyment of the Outback Property. Owner C hereby reserves unto itself and its Permittees the right to use the Undeveloped Property for all uses not inconsistent with the rights granted herein.
4. Outback hereby declares, grants and conveys to the Owner C a perpetual, non-exclusive easement on, over, through and across the Outback Property for: (1) vehicular access, ingress and egress, including, without limitation, the use of driveways and curb cuts; (2) one hundred thirty (130) non-exclusive parking spaces; and (3) the passage and accommodation of pedestrians in connection with the use and enjoyment of the Undeveloped Property. Outback hereby reserves unto itself and its Permittees the right to use the Outback Property for all uses not inconsistent with the rights granted herein.
5. Outback hereby declares, grants and conveys to the Owner C a perpetual, non-exclusive easement to install, maintain and illuminate, at Owner C's sole cost and expense, one (1) monument sign on the Outback Property in the location as shown on Exhibit "D" attached hereto (the "Monument Sign"). All Owner C's signage shall be in compliance with all applicable governmental codes and shall be maintained by Owner C in good and clean condition. Outback hereby reserves unto itself a perpetual, non-exclusive easement to install and maintain at Outback's sole cost and expense one (1) panel on the Monument Sign. Outback hereby declares grants and conveys to the Owner C a perpetual, non-exclusive easement to maintain and use two (2) parking spaces in the location as shown on Exhibit "E" attached hereto for Owner C's dumpster (the "Dumpster Easement Area").
6. "Permittees", as used in this Declaration, shall mean and refer to any tenants, subtenants, licensees, occupants, guests, employees, contractors, invitees, lenders, customers and visitors of the Owner C and Outback.
7. Owner C and Outback, shall each have the right to reasonably regulate the traffic on their respective properties in a manner that promotes pedestrian safety and avoids excessive traffic congestion.
8. Notwithstanding anything herein to the contrary, no building, improvement, fence, wall, curb or other barrier shall be constructed which shall prevent the Owners from utilizing the parking rights granted herein or the passage of vehicular and/or pedestrian traffic between the respective Properties and adjacent streets, roads, highways and alleys of the respective Properties necessary for use

of the parking rights granted hereunder. However, the parties shall not be prevented or prohibited from making reasonable and necessary repairs upon their respective Properties that may temporarily inhibit the use of the Properties, provided that such parties shall undertake to make any such repairs at times and in such manner so as to minimize any interference with operation and use of the Owners' enjoyment of the Properties and the parking rights granted herein.

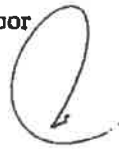
9. The cost of maintaining the Outback Property, shall be borne by Outback. The cost of maintaining the Undeveloped Property, the Monument Sign, as described in Section 5 (which excludes Outback's panel) and the Dumpster Easement Area, shall be borne by Owner C.
10. In the event that either Owner fails to perform any maintenance obligations described in this Declaration (referred to in this Section 10 as the "Defaulting Owner" with the non-defaulting Owner referred to as the "Non-Defaulting Owner"), the Non-Defaulting Owner shall have the right, upon thirty (30) days prior written notice to the Defaulting Owner and the Defaulting Owner's failure to perform such maintenance, to perform such maintenance. All costs incurred by the Non-Defaulting Owner, which are properly the responsibility of the Defaulting Owner shall be reimbursed by the Defaulting Owner within thirty (30) days of presentation of evidence of payment for such costs. In the event that the Defaulting Owner fails to reimburse such costs, the Non-Defaulting Owner shall have a lien against the Defaulting Owner's property and improvements located thereon for the unpaid amount together with interest from the date such evidence was presented at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is lower. Such lien shall be subordinate to the interest of any mortgagee, lessee or sublessee of the affected property irrespective of when such interest attached.
11. The parties acknowledge and agree that the Undeveloped Property is currently undeveloped. When construction on the Undeveloped Property is commenced it shall be completed in such a manner as to minimize interference with operation and use of the Owners' enjoyment of the Properties and the parking rights granted herein.
12. Each party does hereby release, indemnify, and promise to defend and save harmless the other party from and against any and all liabilities, losses, damages, expenses, actions, and claims, including, without limitation, reasonable attorney fees and costs incurred by the other party in defense thereof, which is asserted or arising directly or indirectly on account of the acts or omissions of the indemnifying party, its servants, agents, licensees, invitees, employees, and/or contractors; provided, however, this paragraph does not purport to indemnify such party against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligent act or failure to act of the party itself, its agents, or employees.

13. Except as otherwise herein provided, each and every covenant, undertaking, condition, easement, right, privilege, and restriction (herein referred to as "Obligations of this Declaration") made, granted or assumed, as the case may be, by either party to this Declaration, is made by such party for the benefit of the Parties hereto, and shall be an equitable servitude on the Property owned by the Parties, and shall be an appurtenant right and easement benefiting the other Property. Every Obligation of this Declaration shall run with the land, and shall be binding upon the party making or assuming the Obligations of this Declaration, and such party's successors, assigns, mortgagees, tenants, customers and invitees, and shall inure to the benefit of the other party to this Declaration, and to its successors, assigns, mortgagees, tenants, customers and invitees. Any transferee of all or any portion of the Properties shall become an Owner for purposes of this Declaration, and shall automatically be deemed, by acceptance of title to such Property to have assumed all the Obligations of this Declaration and any matters related thereto, but only to the extent such Obligations of this Declaration accrue after the effective date of such transfer of title, and shall automatically be deemed to have agreed with the Owner of the other Property to execute any and all instruments and do any and all things reasonably required to carry out the intention of this Declaration. Any transferor shall upon the consummation of such transfer be relieved of all further liability under this Declaration except such liability as may have arisen during its period of ownership of the Property so conveyed and which remains unsatisfied, unless such transferor remains an Owner hereunder.
14. None of the terms or provisions of this Declaration shall be deemed to create a partnership between the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.
15. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of either Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Declaration is for the exclusive benefit of the Owners and their successors, assigns, mortgagees, tenants, customers and invitees, and that nothing in this Declaration, express or implied, shall confer upon any person, other than such Owners, and their successors, assigns, mortgagees, tenants, customers and invitees any rights or remedies under or by reason of this Declaration.
16. This Declaration may be amended or modified at any time only by an agreement in writing mutually agreed to, executed and acknowledged by all Owners of both Properties and thereafter duly recorded in the Office of the County Recorder for the County in which the Properties are located.
17. It is expressly agreed that no breach, whether or not material, of the provisions of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other

rights or remedies which any Owner may have hereunder by reason of any breach of the provisions of this Declaration.

18. In the event that any party is required to commence any action or proceeding against the other in order to enforce the provisions hereof, the prevailing party's remedy shall be limited to injunctive relief and damages for the alleged breach of any of the provisions, and neither party shall have the right to terminate this Declaration. The prevailing party in such action shall be entitled to recover, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including attorneys' fees. No waiver by either party of any default under this Declaration shall be effective or binding upon such party unless made in writing. No waiver of any default shall be deemed a waiver of any other or subsequent default hereunder. If any provision, or a portion thereof, of this Declaration, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Declaration or the application of such provision, or portion thereof, to any persons or circumstances shall not be affected thereby. The remainder of this Declaration shall be given effect as if such invalid, inoperative or unenforceable portion has not been included; such invalid, inoperative or unenforceable provision, or portion thereof, or the application thereof to any person or circumstances, shall not be given effect.
19. This Declaration shall be construed in accordance with the laws of the State of Nevada.
20. This Declaration may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.
21. Any notice, demand, request, consent, approval, designation, or other communication made pursuant to this Declaration by one Owner to the other Owner shall be in writing and shall be given or made or communicated by personal delivery (including courier service) or by United States registered or certified mail, return receipt requested, to the parties at the addresses given below, or at such other address as may be specified by written notice:

If to Outback:
Outback Steakhouse of Florida, Inc.
2202 North West Shore Boulevard, 5th Floor
Tampa, Florida 33607
Attn: Vice President of Real Estate




With a required copy to:

Outback Steakhouse of Florida, Inc.
2202 North West Shore Boulevard, 5th Floor
Tampa, Florida 33607
Attn: General Counsel

If to Owner C:
The Craig Connection, LLC
6019 Jamestown Park
Orlando, FL 32819
Attn: Giancarlo Zanolini

With a copy to:
Black, LoBello & Sparks
6885 West Charleston Boulevard
Las Vegas, NV 89117
Attn: Tisha Black-Chernine and Josh Correlli

22. All notices so mailed shall be deemed given on the date delivery was made, attempted or refused as shown on the return receipt.
- 

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective authorized signatures as of the day and year first above written.

OUTBACK STEAKHOUSE OF FLORIDA, INC.
a Florida corporation

By: 

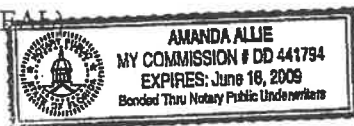
Print Name: Karen C. Bremer

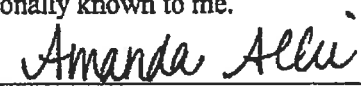
Its: Authorized Agent

STATE OF FLORIDA)
) SS.
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 7th day of July, 2006, by Karen C. Bremer as Authorized Agent of Outback Steakhouse of Florida, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me.

(NOTARY SEAL)




(Notary Signature)
Amanda Allie
(Notary Name Printed) NOTARY PUBLIC
Commission No. DD 441794

****Clarification Copy****

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective authorized signatures as of the day and year first above written.

OUTBACK STEAKHOUSE OF FLORIDA, INC.
a Florida corporation



By: 
Print Name: Karen C. Bremer
Its: Authorized Agent

STATE OF FLORIDA)
) SS.
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 7th day of July, 2006, by Karen C. Bremer as Authorized Agent of Outback Steakhouse of Florida, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me.

(NOTARY SEAL)




(Notary Signature)

(Notary Name Printed) NOTARY PUBLIC
Commission No. DD 441794

THE CRAIG CONNECTION, LLC,
a Nevada limited liability company

By: [Signature]
Print Name: Giancarlo Zanolini
Its: Manager

STATE OF Florida)
) SS.
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 7th day of July, 2006,
by Giancarlo Zanolini as Manager of The Craig Connection, LLC, a Nevada limited liability
company, on behalf of the entity. He is personally known to me.

(NOTARY SEAL)



[Signature]
(Notary Signature)

KAREN H. NICE
(Notary Name Printed) NOTARY PUBLIC
Commission No. DD273993

RECORDER'S NOTE:
NOTARY STAMP IS PRESENT,
HOWEVER THE INK COLOR
MAY NOT BE REPRODUCIBLE.

****Clarification Copy****

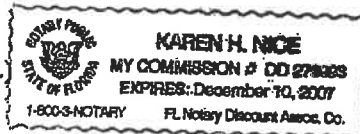
THE CRAIG CONNECTION, LLC,
a Nevada limited liability company

By: *[Signature]*
Print Name: Giancarlo Zanolini
Its: Manager

STATE OF Florida)
) SS.
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 7th day of July, 2006,
by Giancarlo Zanolini as Manager of The Craig Connection, LLC, a Nevada limited liability
company, on behalf of the entity. He is personally known to me.

(NOTARY SEAL)



Karen H. Nice
(Notary Signature)

KAREN H. NICE
(Notary Name Printed) NOTARY PUBLIC
Commission No. DD273993

EXHIBIT "A"

(description of "Undeveloped Property")

THE WEST HALF (W ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 05, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE ¼), OF THE NORTHWEST QUARTER (NW ¼), OF THE SOUTHEAST QUARTER (SE ¼) SECTION 05 ALSO BEING THE INTERSECTION OF CRAIG ROAD AND FUSELIER DRIVE; THENCE SOUTH 00°05'14" EAST A DISTANCE OF 522.54 FEET; THENCE NORTH 89°54'46" EAST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'24" EAST A DISTANCE OF 303.30 FEET; THENCE SOUTH 00°08'28" EAST A DISTANCE OF 166.57 FEET; THENCE SOUTH 89°44'39" WEST A DISTANCE OF 303.45 FEET ALSO BEING THE NORTH LINE OF CRAIG ROAD AND COLEMAN SUBDIVISION PER BOOK 127 PAGE 13 OF PLATS, THENCE NORTH 00°05'14" WEST A DISTANCE OF 166.64 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

(description of "Outback Property")

PARCEL I:

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE (1), AS SHOWN MY MAP THEREOF ON FILE IN FILE 43 OF PARCEL MAPS, PAGE 84 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL TWO (2), AS SHOWN BY MAP THEREOF ON FILE IN FILE 43 OF PARCEL MAPS, PAGE 84 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL III:

THAT PORTION OF THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 5; THENCE SOUTH 87 DEGREES 57'23" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE ¼) 666.07 FEET TO THE NORTHWEST CORNER OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 5; THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 5 A DISTANCE OF 359.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG SAID WEST LINE 329.63 FEET; THENCE SOUTH 87 DEGREES 42'25" EAST 303.65 FEET TO A POINT IN THE EAST LINE OF THE WEST HALF (W ½) OF THE EAST HALF (E ½) OF THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 5; THENCE NORTHERLY ALONG SAID EAST LINE 330.07 FEET THENCE NORTH 87 DEGREES 47'24" WEST 303.65 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE WEST 30 FEET CONVEYED TO THE CITY OF NORTH LAS VEGAS BY DEED RECORDED NOVEMBER 18, 1970 IN BOOK 80 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS AS DOCUMENT NO. 63462.



(CONTINUED)

LESS AND EXCEPT THE FOLLOWING:

THE WEST HALF (W ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 05, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE ¼), OF THE NORTHWEST QUARTER (NW ¼), OF THE SOUTHEAST QUARTER (SE ¼) SECTION 05 ALSO BEING THE INTERSECTION OF CRAIG ROAD AND FUSELIER DRIVE; THENCE SOUTH 00°05'14" EAST A DISTANCE OF 522.54 FEET; THENCE NORTH 89°54'46" EAST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'24" EAST A DISTANCE OF 303.30 FEET; THENCE SOUTH 00°08'28" EAST A DISTANCE OF 166.57 FEET; THENCE SOUTH 89°44'39" WEST A DISTANCE OF 303.45 FEET ALSO BEING THE NORTH LINE OF CRAIG ROAD AND COLEMAN SUBDIVISION PER BOOK 127 PAGE 13 OF PLATS; THENCE NORTH 00°05'14" WEST A DISTANCE OF 166.64 FEET TO THE POINT OF BEGINNING.

a

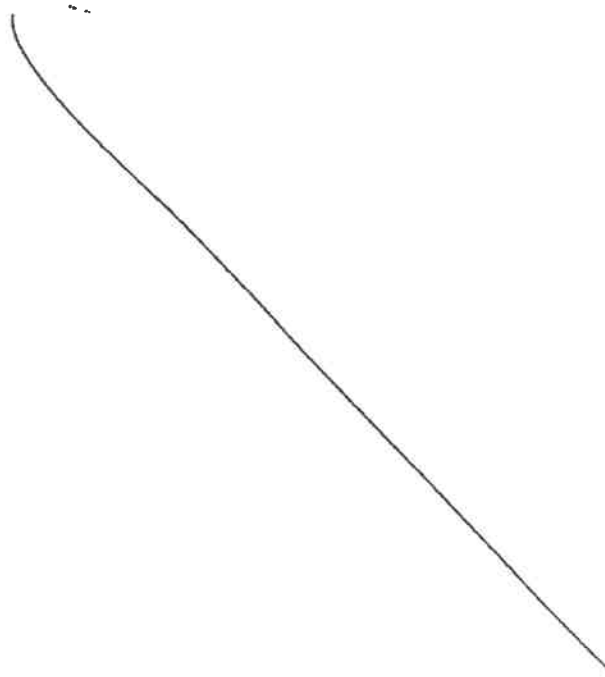



EXHIBIT "C"

(Permitted Uses)

Antique shop and store;
Apparel and accessory store;
Appliance sales and services up to 4,000 square feet;
Art supply stores;
Audio-visual equipment sales and rental;
Auto supply store up to 4,000 square feet;
Banks, when accessory to a major retail use and not freestanding;
Barber shop;
Beauty parlor;
Bicycle sales and service shop;
Book and stationery store;
Candy and ice cream store;
Cigar and tobacco store;
Clothing sales shop;
Custom dressmaking, furrier, millinery or tailor shop employing five persons or less;
Dry goods and notion store;
Electrical power transmission poles and lines, if they are within the utility corridors and within the voltage limits identified in Figure 43 of the utilities element of the 1999 comprehensive plan. If the poles and lines are not within such utility corridors, they shall be subject to subsection C of this section;
Essential public service or utility installation;
Florist;
Furniture store;
Garden supply store, indoor sales only;
Gift shop;
Hardware store, no exterior storage;
Hobby, stamp and coin shop;
Hunting and fishing supply store up to 4,000 square feet;
Interior decorator's shop;
Jewelry and metal craft store;
Leather goods and luggage store;
Liquor store for off-premises consumption;
Lock and key shop;
Medical, dental or health clinic, excluding controversial or politically sensitive clinics;
Messenger or telegraph service station;
Music and instrument sales, service and repair shop;
Newsstand;
Offices, professional;
Office supply store up to 4,000 square feet;
Optician;
Paint and wallpaper store;
Photographic equipment and supply store;



Photographic studio;
Picture frame shop;
Public, quasi-public uses or buildings so long as such use or building does not affect the
uses being operated on the Outback property;
Radio or television sales, with/without service and repair;
Sewing machine store;
Shoe repair and shoeshine shop;
Shoe store;
Sporting and athletic goods store up to 4,000 square feet;
Tailor shop, less than five employees;
Toy store up to 4,000 square feet;
Travel agency;
Variety store up to 4,000 square feet;
Wallpaper store;
Watch repair shop.
Banks and financial institutions;
Fast Food Restaurant up to 2,000 square feet (i.e. Subway or Quizno's) not utilizing an on-
premises alcoholic beverage license (or otherwise serving alcoholic beverages);
Mini-office warehousing;
Nurseries for the retail sale of plants and related materials;
Residential health care facilities;
Hair Salon;
Upscale consignment shop;
Temporary buildings for principally permitted uses and special uses.




Exhibit "D"

(Monument Sign)

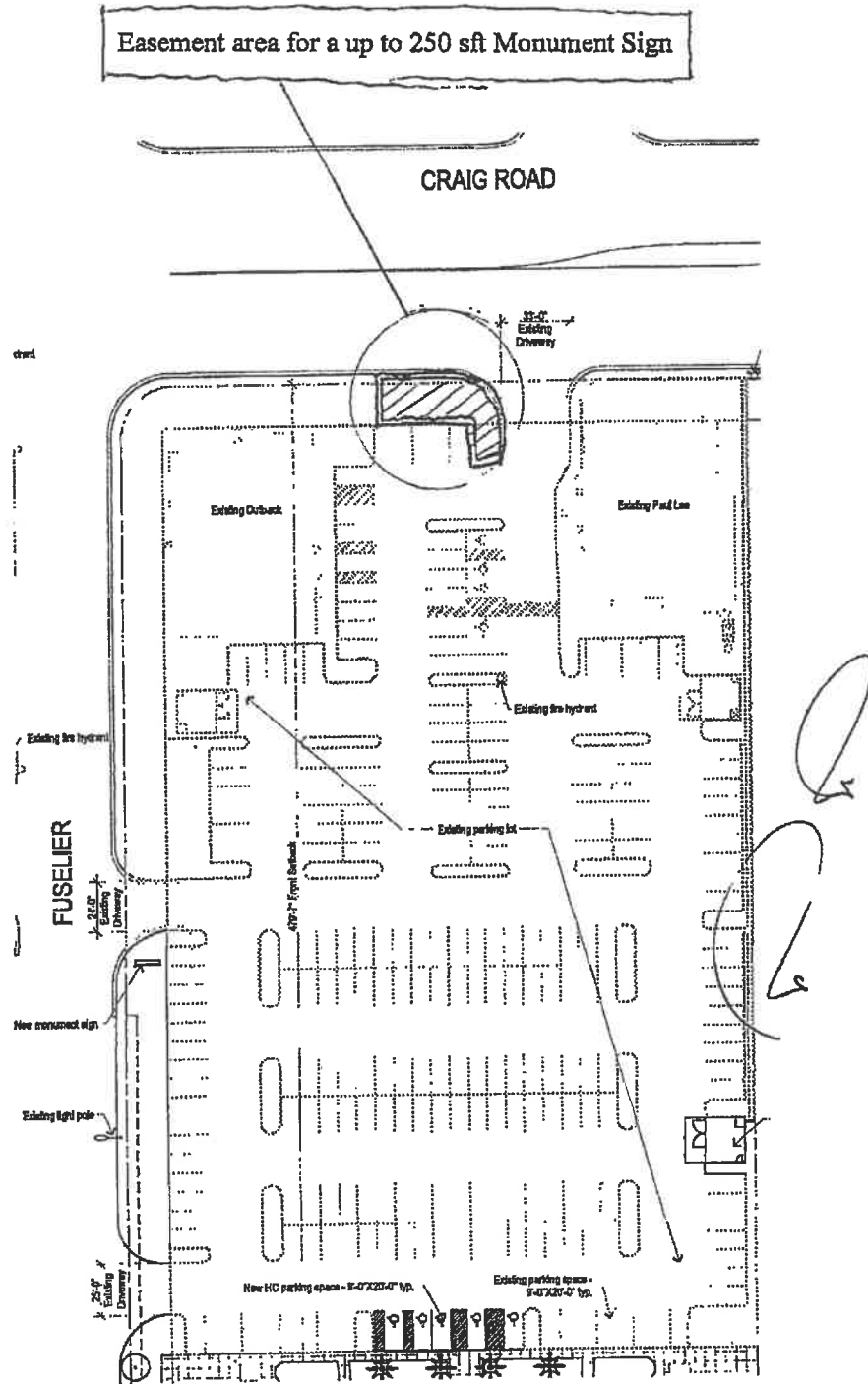


Exhibit "D"

(Monument Sign)

Easement area for a up to 250 sft Monument Sign

CRAIG ROAD

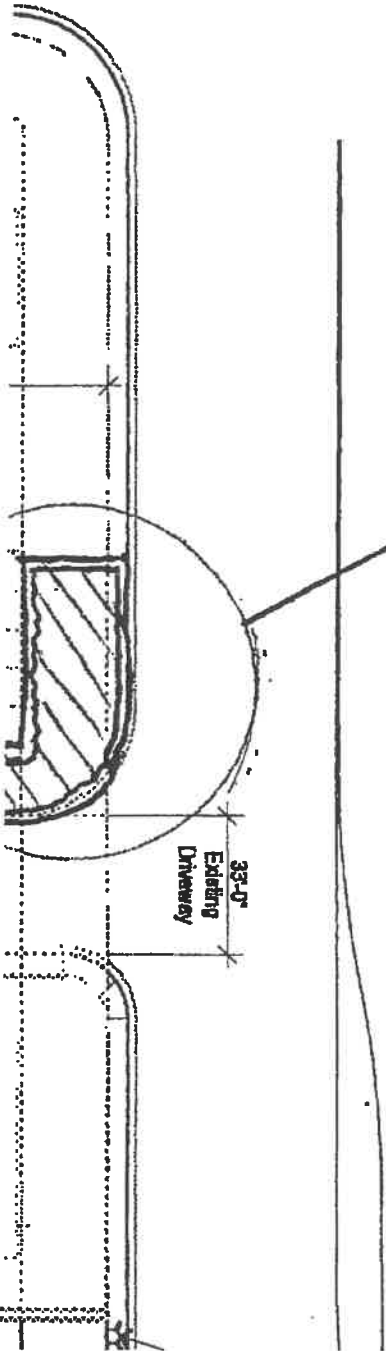


Exhibit "D"

Clarification Copy

2 of 3

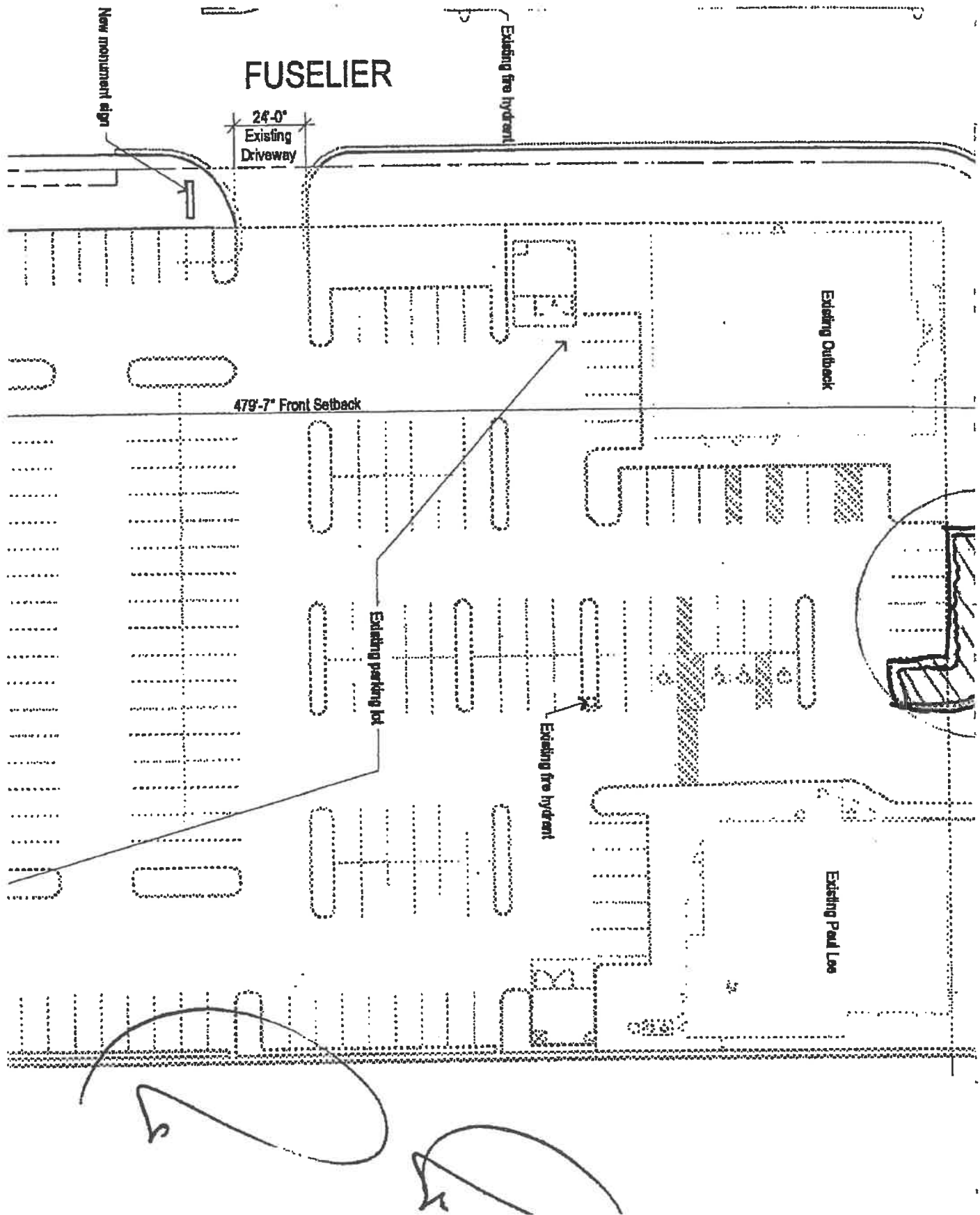


Exhibit "D"

Clarification Copy
3 of 3

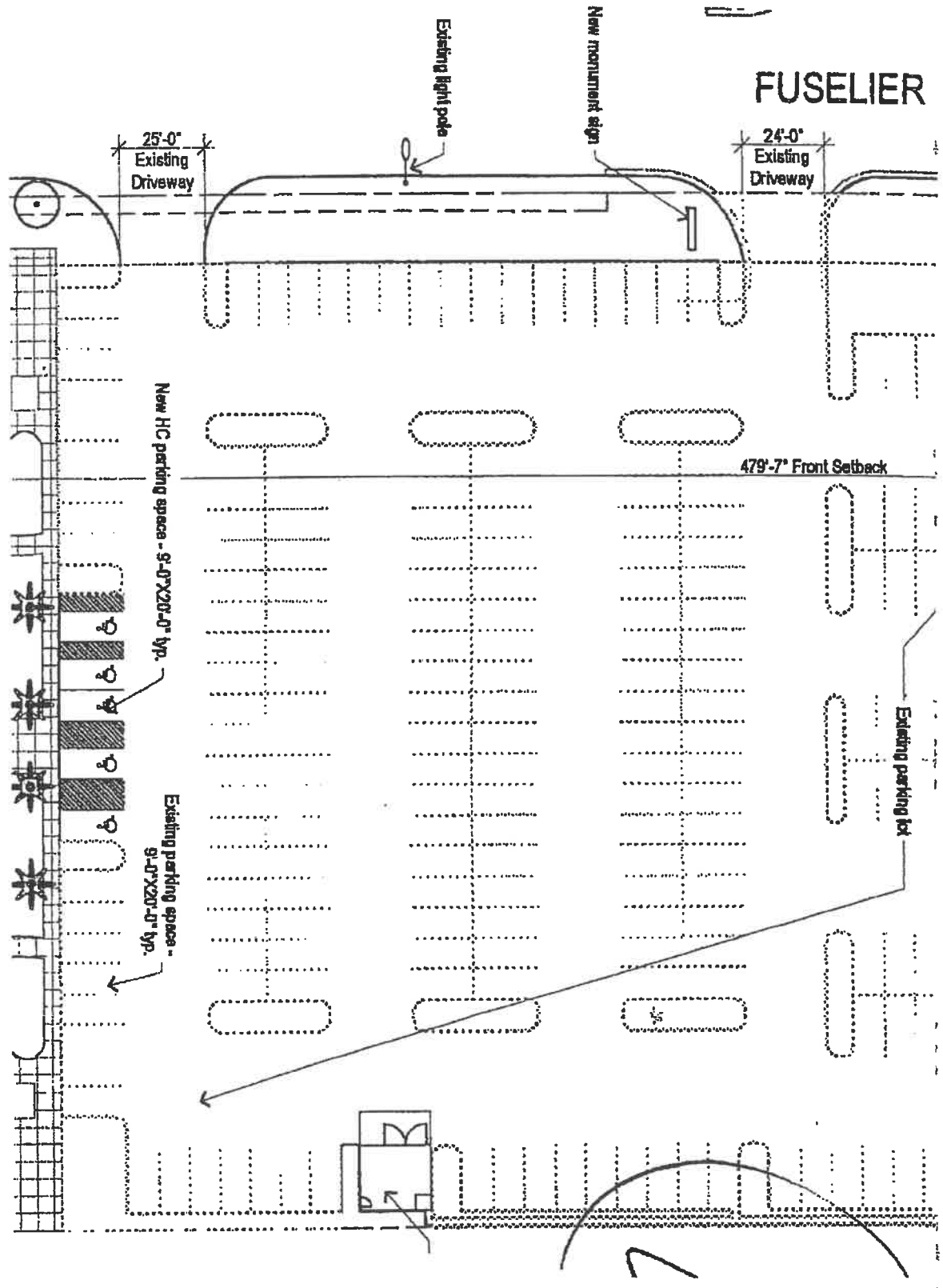


Exhibit "E"
(Dumpster Easement Area)

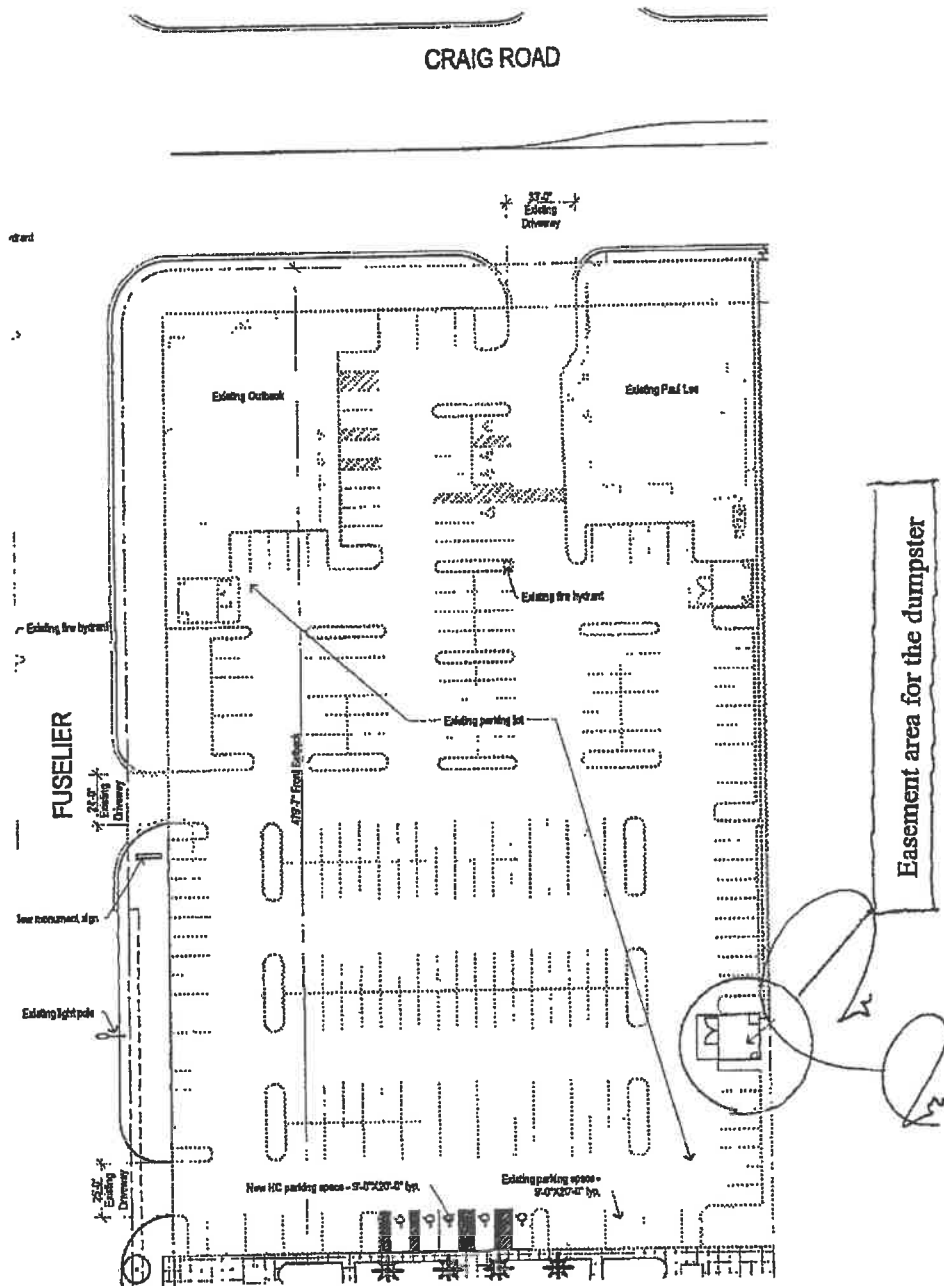


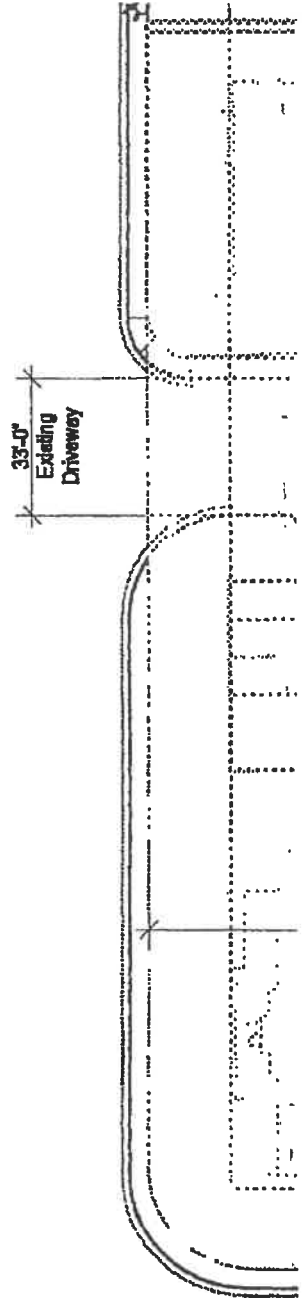
Exhibit "E"

Clarification Copy
1 of 3

Exhibit "E"

(Dumpster Easement Area)

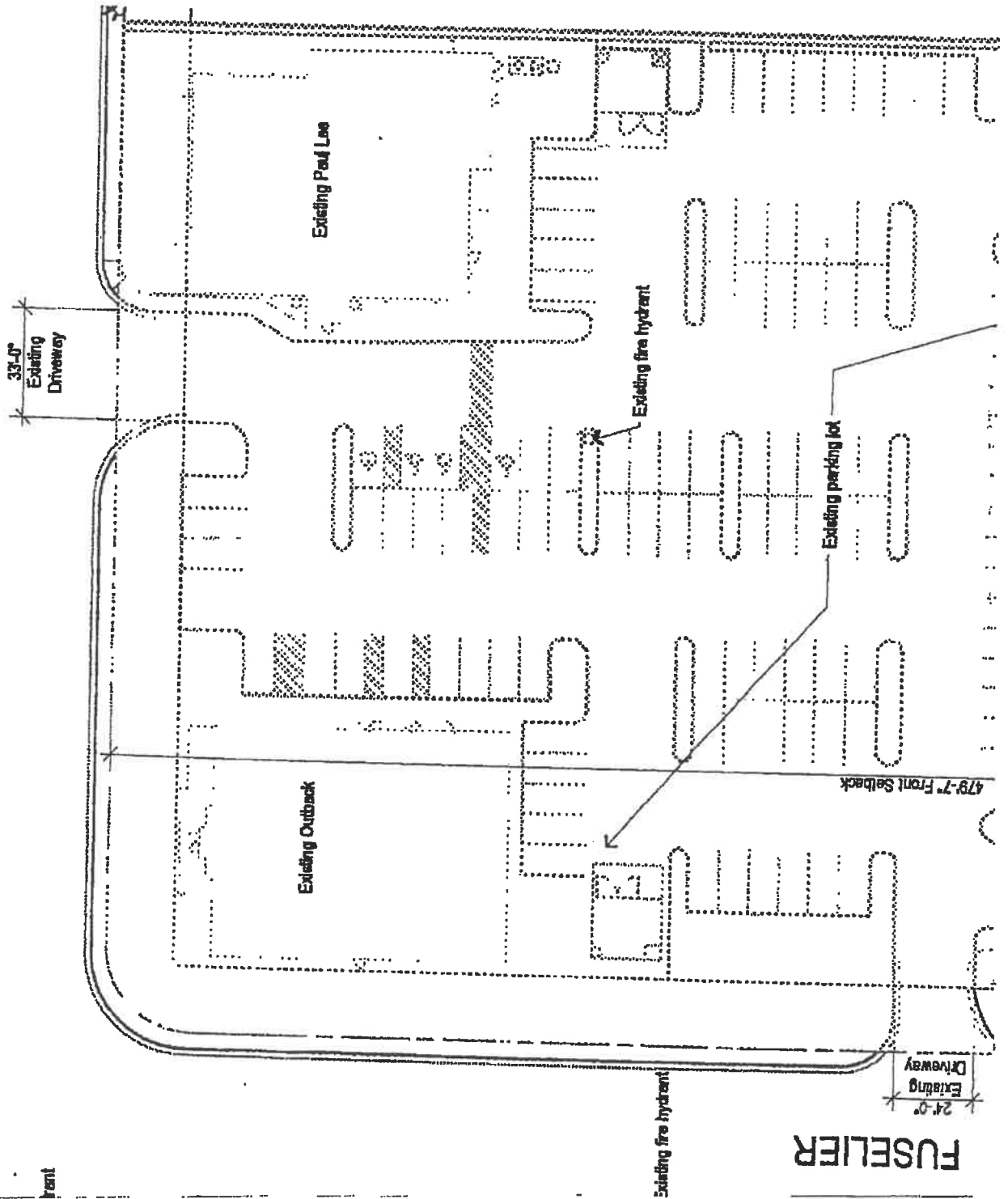
CRAIG ROAD



re:ent

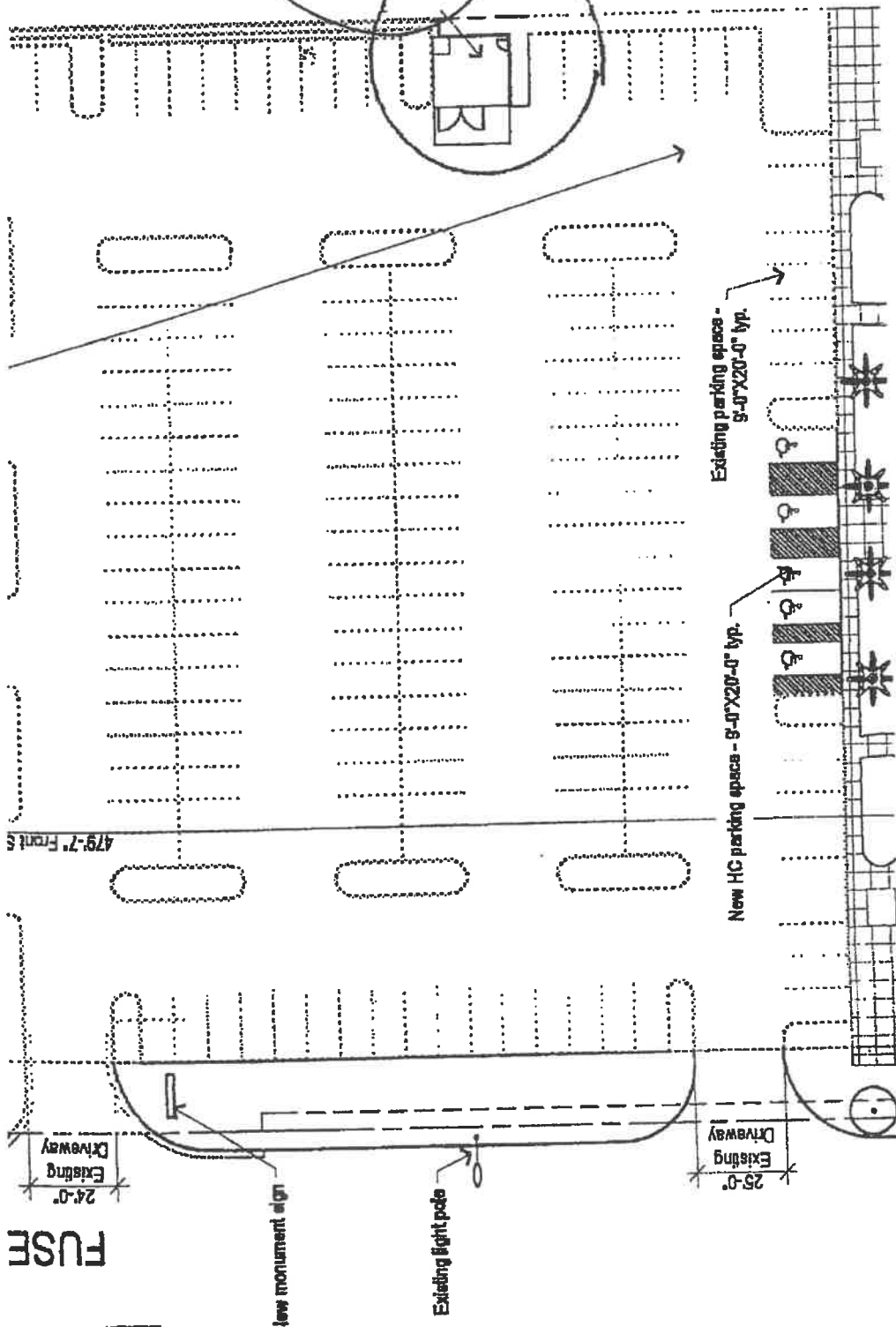
P.

rent area for the dumpster



Easement

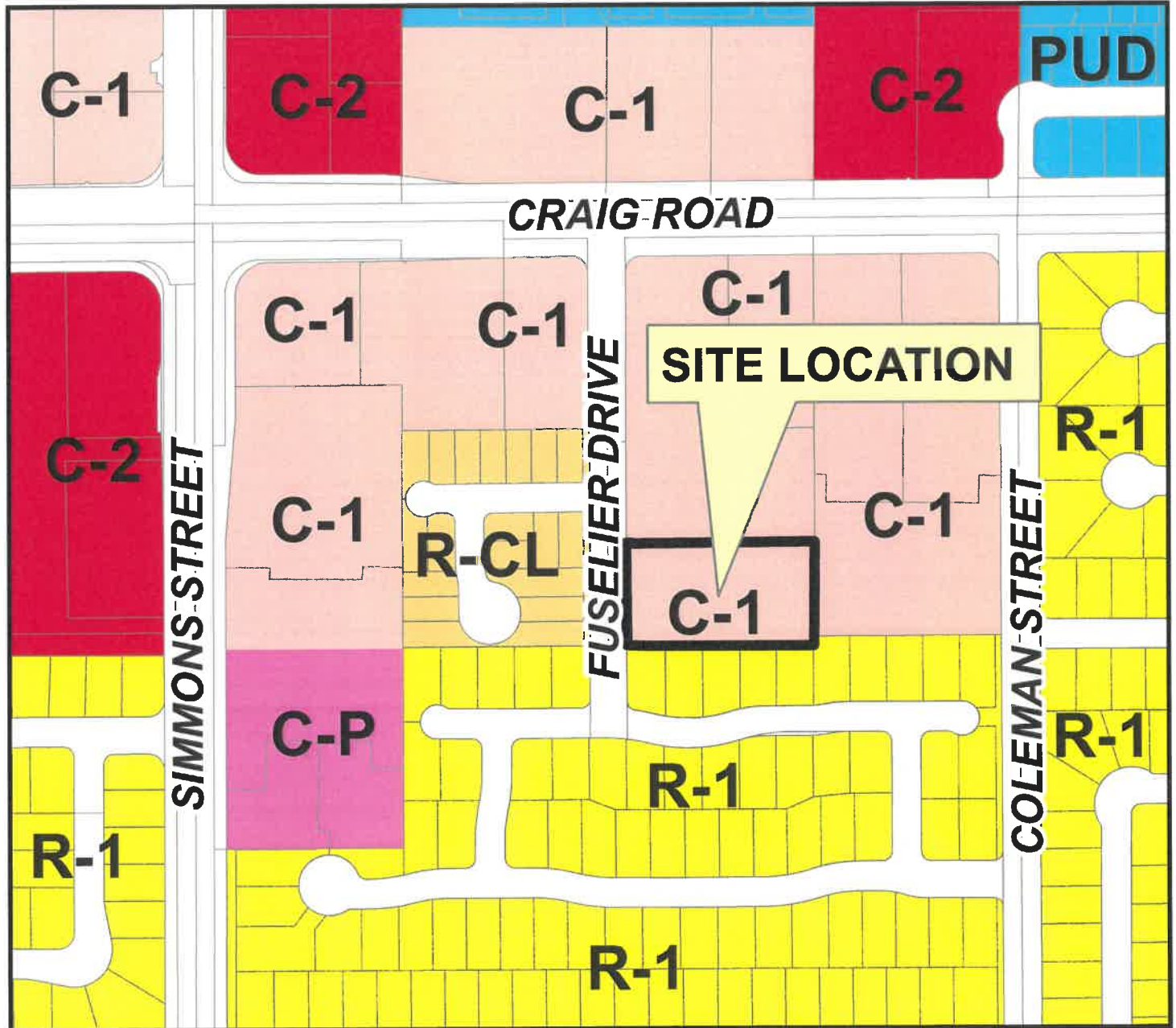
Exhibit "E"
Clarification Copy
3 of 3





THE CITY OF NORTH LAS VEGAS

Location & Zoning Map



Applicant: Abdus Asif
Application Type: Special Use Permit
Request: To allow a child care facility
Project Info: 465 feet south of Craig Road on the east side of Fuselier Drive
Case Number: SUP-10-2024

02/08/2024

