

Case No. 84221

IN THE SUPREME COURT OF THE STATE OF NEVADA

CITY OF LAS VEGAS, a political subdivision of the State of Nevada,
Petitioner,

Electronically Filed
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Elizabeth A. Brown
Clerk of Supreme Court

v.

EIGHTH JUDICIAL DISTRICT COURT of the State of Nevada, in and for the
County of Clark, and the Honorable Timothy C. Williams, District Judge,

Respondents,

and

180 LAND CO, LLC, a Nevada limited-liability company, FORE STARS LTD., a
Nevada limited-liability company,

Real Parties in Interest.

Eighth Judicial District Court, Clark County, Nevada
Case No. A-17-758528-J
Honorable Timothy C. Williams, Department 16

**APPENDIX TO ANSWER TO PETITIONER'S EMERGENCY PETITION
FOR WRIT OF MANDAMUS, OR IN THE ALTERNATIVE, WRIT OF
CERTIORARI**

VOLUME 6

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing APPENDIX TO ANSWER TO PETITIONER'S EMERGENCY PETITION FOR WRIT OF MANDAMUS, OR IN THE ALTERNATIVE, WRIT OF CERTIORARI - **VOLUME 6** was filed electronically with the Nevada Supreme Court on the 8th day of March, 2022. Electronic Service of the foregoing document shall be made in accordance with the Master Service List as follows:

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An Employee of the Law Offices of Kermitt L. Water

CITY COUNCIL MEETING OF
AUGUST 2, 2017
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718 **BRAD JERBIC**

719 That's the same shot.

720

721 **MAYOR GOODMAN**

722 Now –, if we assume that the developer walks, I would like to hear from anybody at the
723 appropriate time how are we gonna fix now on the lower right-hand corner? Who's gonna to
724 come in and buy that property and create a panacea that this is gonna become everything you all
725 want?

726 Now, there are pieces of the agreement that I still have issues with. But to talk about a holistic
727 approach, we're moving in that direction. And, it has been very volatile, very high. I did ask you,
728 and I've been holding off asking you this question, 'cause you'll tell me right now. I asked you
729 yesterday in my office with Mr. Perrigo sitting there: Would you please call the attorneys and
730 ask them to stop everything for one month?

731 One month, no litigation, no subpoenas, no asking people for money. Just step back, both sides,
732 private parties, step back for a month. And, to see if between the developer and the residents, to
733 give them the name residents, as the two private parties, one, can work it together. And, two, the
734 second suggestion being, that if, in fact, they would step aside, I would ask you and Tom Perrigo
735 to go to no more meetings, but to take what you've heard from every meeting, the best of
736 everything, as well as what's been presented today and what the information is that you've
737 garnered from the residents that's still at fault here, and create at least a framework so it could be
738 presented in a month.

739 But the staff report being created within a two-week time frame so at the end of two weeks, that
740 report, impartial report of facts and issues, could be given publicly and signed off that you are,
741 and both of you, that this is accurate, this is what we've heard, this is what we agree, and give
742 that report to both private parties to see if finally we can end this. Because, I think, everybody's
743 sitting up here, and I know the hours; you've been working until eleven o'clock at night. You've
744 been doing it on Sundays. You've been doing it on Saturdays. You've been taking care of all the

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745 legal issues here.

746 So, now the answer is, and I ask you, and about to explode if you say no. I mean, I would, I will
747 be so angry, because it shows that the legal part of this doesn't give a damn about the developer
748 or the residents and bringing this to resolution. It is about being a litigator and being a fighter
749 and creating more problems. And I say to everybody that's watching this ever, I am the mother of
750 two lawyers, of whom I'm very proud, and married to a great lawyer, but it's enough of this. So,
751 are you smiling, or is, have we –

752

753 **BRAD JERBIC**

754 Well, I – gave you the answer at 12:30 today; there's been no change. The, I reached out to the
755 lawyers for both sides, keeping in mind, too, that we – are representing the City, but we're happy
756 to stand down. The – fact of the matter is that both lawyers indicated to me, well, I did not speak
757 to Mr. Jimmerson, but I spoke to Mr. Brown, who at that point in time indicated that
758 Mr. Jimmerson was not going, was not inclined to give 30 days. And, remember, the lawyers
759 speak to their clients, too. And – I also spoke to Mr. Bice, who had not spoken to all of his
760 clients, but indicated that they did not feel there would be any utility in a 30-day continuance to
761 do this. I wish I could give you a better answer.

762

763 **COUNCILWOMAN TARKANIAN**

764 Mayor, if I could.

765

766 **MAYOR GOODMAN**

767 Yes, please.

768

769 **COUNCILWOMAN TARKANIAN**

770 Just so you all understand –, what the Mayor is requesting, as I understand, is that no lawyers,

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771 you put together what you feel is the best from both sides and bring it to us in 30 days.

772

773 **MAYOR GOODMAN**

774 Along with –, separate from our staff, just from everything they, where the problems are and are
775 they workable, given back, but also that they continue, the developer, and maybe the developer
776 doesn't want to and maybe the residents don't want to continue anymore, but that we would pull
777 back our , quote, impartial ears, and – helpers to walk through the process. You would not attend
778 these meetings. I'm sure, and I can't speak for Councilman Seroka, but certainly it's your ward,
779 that you would meet with them. But those are the two pieces.

780

781 **COUNCILWOMAN TARKANIAN**

782 It would give a chance for the new members to be, come up fully to speed, which would give a
783 continuance of only 30 days. I feel remiss, and I spoke with you already, Mr. Jerbic, about this, I
784 get these nice pieces of research and work from both sides, and I get them yesterday, and I – feel
785 I can't get through them fully in the amount of time that's left. So that would give those of us in
786 that situation help, too. So I'm just understanding, 30 days is all you're requesting, 30 days
787 without feeling the pressure of other lawyers on you, and just taking the information. Are you
788 not smiling at all there?

789

790 **BRAD JERBIC**

791 It's a little hard.

792

793 **MAYOR GOODMAN**

794 He's (inaudible)

795

796 **BRAD JERBIC**

797 I'll do my best. If – I could clarify for the record –

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798 **COUNCILWOMAN TARKANIAN**

799 I'm just trying to clarify for this, that's all. Thank you.

800

801 **BRAD JERBIC**

802 The, we, I was working with the Mayor yesterday, and I – don't think the Mayor would mind my
803 just outlining what we thought a plan could be. And I don't think that plan is viable, because the
804 lawyers in the litigation —

805

806 **MAYOR GOODMAN**

807 And if I might interrupt you, and I hate to interrupt you because you are, in my opinion, you
808 walk on water or close to it, really and truly, these are sort of suggestions I'm making, because I
809 am deferring down to Councilman Seroka at the end of this for the motions or whatever he is
810 going to have input to and say. So, I just wanted to say when I am suggesting, I am not making a
811 motion. Of course, we haven't had public hearing either, so –

812

813 **COUNCILMAN SEROKA**

814 Madam Mayor, if I could say a word?

815

816 **MAYOR GOODMAN**

817 Who's talking?

818

819 **COUNCILMAN SEROKA**

820 Councilman Seroka, for the first time.

821

822 **MAYOR GOODMAN**

823 (inaudible) I did, I thought: Where is that voice coming from?

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824 **COUNCILMAN SEROKA**

825 It's coming from above. I just wanted, in response to your comment, of course, I'm willing to
826 help in any way possible, but I also wanted to reply to the comment. I believe I am fully up to
827 speed. I fully immersed myself into this process and made it my full business full-time since
828 taking this, the oath for this office. So, whatever way we need to go, I'm prepared. Thank you.
829

830 **MAYOR GOODMAN**

831 Thank you.
832

833 **BRAD JERBIC**

834 Having said that, I – think that one of the options people were looking at yesterday is how can
835 you take a deal that has gone on for so long, has been so painfully difficult, involved so many
836 opinions and, for want of a better term, so many egos, and I include myself in that category, the,
837 and try and pull together a deal that is best for the community, that does what everybody who
838 lives there wants, which is to try and perhaps replace an old amenity with a better one and help
839 restore property values and the prestige of the community.

840 And –, that's been our goal from day one. We don't really, there's many ways to skin this, and I
841 haven't had, couldn't ask for anybody better to have been your former Planning Director and
842 now your Assistant Manager, and that's Tom Perrigo, who has been there every step of the way. I
843 – don't care what other people think. I don't really have an opinion, other than that, and that's to
844 get the best deal possible and bring it to you.

845 And so, having gotten to a point where 20, or over a month and a half has gone by since June
846 21st, and there have been, in my opinion, marginal improvements and one significant
847 unimprovement (sic), and I'm being blunt with both sides, I think having additional setbacks, not
848 to the level of which I wanted, is a marginal improvement. I think having an abandonment of all
849 responsibility for watering, which has resulted in a dead course, has been a significant detriment.
850 Having said that, I'm prepared to still go back as often as you want to send in and do it. But one
851 of the ideas yesterday was how could it be done differently, in a way that might have a better
852 chance of success than what we've been doing so far, which seems to be running into a wall.

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853 Having said that, the idea was to let's start with a couple of things that would have to be in place
854 first.

855 One, would be to make sure that the developer and the neighbors aren't spending any more
856 money, at least for 30 days on this. Why don't we see if there's any good faith at all involved on
857 both sides, just standing down on the litigation? Don't abandon it. Don't give up any rights that
858 you have, but just don't expend more money on pursuing motions and depositions and things
859 until we have this 30-day period to try and get a deal.

860 During that period of time, it would be a different deal. I wouldn't be there. If people don't want
861 me there, I'm more than happy to not be there. And we would have our Planning Department sit
862 down and work and see if the developer and the neighbors could work out things that specifically
863 addressed (sic) the density in Area 3, which is tied to the setbacks, which addresses the idea of
864 shifting densities, possibly to Areas 1 and 2, to create more opportunity for amenities in Area 3,
865 which talk about traffic, which talk about schools, which talk about a lot of issues that have
866 come up. And I could stand up here for another half hour going through this list.

867 And then, assuming that that may not work, and that's probably a half-good assumption, given
868 what's happened for the last year and a half, there would also be a separate effort, and that effort
869 would be on staff working with no one to say, if we didn't have to reach a compromise between
870 neighbors and the developer, what do we think, as a professional planning staff, a development
871 agreement could look like that addresses those things and even more. And on that, we would
872 talk, obviously, with the Councilman who represents the area, and we would talk with – other
873 people that are familiar with the impacts out there. That was the plan.

874 And that would have given you an option four. Because you have four options: You vote it up.
875 You vote it down. You continue it, or this option four that I just talked about. And so staff's just
876 trying to be, for want of a better word, nimble and stay on our toes to give you different options
877 for how you might want to address this.

878 When we found out today that there's not gonna be a stand down on behalf of the lawyers, I very
879 candidly said, and I'll say it out loud, if we can't get that far, I – don't have much hope that 30
880 days of sitting down and talking again is gonna make any difference at all. And, so having said

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881 that, I work for you, Mayor and Council, and I'll do whatever you instruct me to do, but that's the
882 report as where they're at.

883 I also would just like to put for the record, I didn't produce a presentation here on the golf course.
884 A constituent in Badlands sent the Mayor a package of photos, and just before the meeting the
885 Mayor asked me if photos existed of before and after, and I said, I'm aware that they do, because
886 they were sent to me by the Mayor, so I retrieved them and brought them down in response to
887 your request.

888

889 **MAYOR GOODMAN**

890 Thank you. So, today's option, after we go through the rest of the process here, because of, I
891 don't remember your exact words, but the failure to get this month of breathing room without any
892 legal advice, involvement, litigation, whatever, your assessment, having gone to all these
893 meetings, is if we can't move that, it's an up or down today?

894

895 **BRAD JERBIC**

896 I think that that's obviously your call. I still think there's, if – you want to continue, for the
897 reasons that Councilwoman indicated, a lack of familiarity with the agreement, new information
898 coming to you at the last minute, or things, those are – things I'm not going to interfere with your
899 decision making. But if it's to get an agreement, I just don't think that's realistic.

900

901 **MAYOR GOODMAN**

902 Okay. The other piece I wanted to ask because we –

903

904 **BRAD JERBIC**

905 I mean, other than what's before you now.

906

907 **MAYOR GOODMAN**

908 Okay. We did hear from Councilman Seroke, who's new, but we have a distaff down there, our
909 lovely Councilwoman Fiore. And do you feel, are you comfortable with the information you

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910 have, thus far, in making, I mean, you are not allowed to abstain on these things, unless you have
911 a vested interest?

912

913 **COUNCILWOMAN FIORE**

914 Okay. So, as we've been through this process, and as I've met with Mr. Binion, and I've met with
915 the developers and I've met with many, many people that live in the Badlands, and I have my
916 own issue in Ward 6 with a golf course, what I see is if we push this issue today the way that our
917 attorney, Mr. Jerbic, had, you know, given us these options, I'm just concerned with three things
918 that I spoke with the Badlands' residents with, and that's the quality of life, keeping the property
919 values, and how the construction would impede in the access.

920 Those are my three biggest concerns to make sure that the Badlands residents have. Those were
921 my three big issues, and those are the things that I gave my word on that I would fight for. And
922 as I, as a brand new Councilwoman, sit here and look at property values, especially for some
923 folks that aren't moving out of Badlands, they're staying there till they die, and they're building.
924 So with a dead golf course or with a golf course that's full of desert, with no, like what's
925 happening, those property values are not gonna come up.

926 So, if I were to vote to kill this today, I would be, basically, not committing to my obligation to
927 make sure that the Badlands property values stay up. In order for me to make sure that all parties
928 here will get along, and now this is only my second Council meeting, and we're getting up to
929 speed on this, I would definitely request 30 more days, because if we vote the wrong way today,
930 it's gonna impact your lives for the next decade or two. If we do not fix the golf course issue, if
931 we do not make the south entrance pretty, if we do not increase those property values, we're all
932 in trouble.

933 So I really think, you guys have been battling for two years, and I'm sorry, but egos aside,
934 pettiness aside, put your egos away for a minute and give us 30 days. Why? Because if the
935 developer walks away, the property values, we're done. Badlands is done. Okay? That's my
936 biggest concern.

937 My promise to the residents of Badlands was three things: keeping those property values, the
938 quality of life, and what is the construction going to, the access. How is it going to impede on my

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939 friend Jack Binion's life? So, with those three promises, I cannot today vote up or down. I really
940 request 30 days.

941

942 **MAYOR GOODMAN**

943 Okay. Councilman, I see your finger, please.

944

945 **COUNCILMAN COFFIN**

946 Thank you. My finger was twitching. Thank you. I have been the beneficiary of following this
947 for two and a half years since the first meeting I had with the developer at a coffee shop on
948 Rancho and Charleston. And, the map pretty much looks the same as it did then. There have
949 been concessions made by the developer. They are, I think, naturally occurring kinds of
950 concessions you would make when you're trying to do something.

951 The – investment base here is not a whole lot of money, actually. I know that the, they spent
952 more than \$10 million to buy this land. It was a land play, you know, basically, not knowing for
953 sure if they would get permission to build. They found a cheap piece of land, and they bought it.
954 And, that's their score, and that's a good thing, that's a good business move.

955 But you have to be careful about all those kinds of things, 'cause you do need permission to do a
956 lot of things in this Valley and you have for a century. So it isn't just like you can come in and
957 change and wow the Council and say: Well, everything is gonna move aside for us because we're
958 big and we can do this, 'cause look at the houses we've built.

959 Now it isn't that way, because the houses that are built already in there deserve consideration.

960 The people in there deserve consideration. And I know a lot of them, it's true, having grown up
961 in this town. But having grown up in this town, it also causes me to be upset, in a personal way,
962 about what, what's happened here. I gotta tell you, Mayor, that I do support some sort of
963 development agreement. I do. But not this one, though. I just can't see this one either.

964 Nine months ago, I met with the developers two times at their invitation. And I gave them what I
965 thought was a reasonable way to go, from my standpoint, to get my vote, which would have been
966 a combination building, and actually pretty high density, but because of an appearance sake, they

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967 didn't want to venture into any kind of drawings even to explore my idea. So they cast that aside
968 by just ignorance, not ignorance. I should say they ignored it or benign neglected it.

969 And, so, we had meetings at the first of the year, still no progress. Then an election came along.

970 And I had been hearing about all of the tales that the homeowners had been saying about stories

971 they'd been getting from the developer, this changes, that changes, nothing consistent, and –

972 almost like a mean character. Well, I didn't understand that either, because I wasn't the

973 beneficiary of this kind of an attitude from the developer. They were just here trying to make a

974 buck.

975 But anyway, in that meeting in November that we had, a Council meeting, I brought up, and the

976 developer was kind enough to bring up an aerial photo of this land before it was Peccole

977 property. It was natural land. It had a, some arroyos with growth in them, which meant it was

978 supporting fauna, not just the flora that was growing there, but the fauna.

979 And then you look at what the Peccole people had done, and that is, they had developed that land

980 to the fullest extent possible, preserving the desert landscape, the natural scape, the life of the

981 desert. To me, that was important, and yet it still could be developed if you paid attention to

982 some of those things that had been done before.

983 And I, this new developer scoffed at that. In fact, I think one of the developer's family (sic) came

984 up here and scoffed at me and said: Well, you have, all you care about is trees. Well, I guess we

985 could have added rabbits and squirrels of all kinds unique to the desert. We could have added all

986 kinds of life then. But that was then. Now you see they're dying, because of the, frankly,

987 inappropriate action, I think, of an ambitious developer. And I think if they curbed their ambition

988 some and got a little more friendly with the homeowners, maybe, just maybe we could get to a

989 development agreement.

990 Well, Your Honor, I got a really nice peak at the character of the developers, though, back in

991 March, when they started a slander campaign against me –, saying that I was anti-Semitic, that I

992 was, it was impossible for me to make a decision here. I, it was not possible for me to vote, and I

993 should recuse myself, because I didn't like Jews, because the developer, one of them at least, is

994 Jewish.

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995 And I told you about my youth here, growing up in this desert. For 60, in those, 65 years ago and
996 all my youth here, I had basically no religious outlook on my friends. We were all Catholics,
997 Jews, and Mormons. I didn't even know what a Protestant was. And so, we grew up like each
998 other, without religious or racial barriers, without any of those things, and – that's the way I've
999 lived my life ever since, from 9 years old at age, well, 1951 up until today. And it was a real
1000 mortal blow to me to be accused of this.

1001 And then, when the campaign, not only through the campaign that was ensuing, but the
1002 developer's agents, paid employees of the developers, fanning the flames, proceeded to even
1003 further accuse me of anti-Semitism and reported me to the FBI, because I had a closed mind or
1004 something. FBI. I thought the only FBI file I had was when I applied to work for the FBI when I
1005 got out of high school and when I worked at the test site.

1006 So you see, I have had a really interesting look into the dark side of this development group. But
1007 every dark side can have a good side, too. Well, we all know about Star Wars, right? There can
1008 be a flip side to a dark side. And I'll wager even this developer can develop new ways.

1009 I'm a believer in redemption. I'm a believer in people losing their temper and saying things that
1010 are untrue. Slander, naturally has occurred here, but I'm willing to say that if they would just
1011 think about what they did to me and then consider that this is my opinion of what they've been
1012 doing to the dwellers here, then I – can't see anything but the developer, the dwellers' side. It's
1013 hard not to not feel as if this is the crap that they've been getting all this time.

1014 Congressman (sic) Berkley called me a couple of days ago on another matter, and she said: Boy,
1015 I can't believe they accused you of being an anti-Semite. I've known you seen we were in
1016 college. And she lives in Queensridge. And by the way, she's not totally opposed to the deal. I
1017 mean, she's, she would like to see the people work together, as I would, and as you do, Mayor.
1018 And your intention today is honorable. It's the best kind of intention.

1019 If I was at one of these warring parties, though, I would not be anywhere without my lawyers. I
1020 just think, at this time, you know, it's so far gone. You can't make a statement without it being
1021 part of a record. So consequently, developer, keep your lawyers. This is a full employment act
1022 for them, but you need them, and you need them over here, too. But frankly, I don't think our

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1023 staff should be involved anymore. And maybe that doesn't jive with what you thought, Your
1024 Honor.

1025 Because what's happened is the perception of our staff being involved, from the City Attorney on
1026 down, through Planning and Code (sic), all of them, Engineering, has been that they looked. It
1027 just, unfortunately, had the appearance of looking like they were on the developer's side, because
1028 they were trying to help –, trying to get a compromise.

1029 Well, a compromise is, from the dwellers' point of view, that's a give. That's a give from a zero
1030 position. They had their position. They had their land. They had their rights. They had their
1031 lifestyle. An interloper comes in and wants to do something else. Well, okay, everything he
1032 makes naturally will be a compromise from the initial proposal, because everything he does is
1033 still a, it's a sum game. You can't lose if you're the developer. You trade it down until you get
1034 something you like, and you still make money, maybe less than before.

1035 But, Your Honor, that's why I hesitate to have our staff involved any more in this. I think it's up
1036 to the seven of us to decide. And if it goes to court, fine. The court is used to civil fights like this.
1037 They know how to measure blame. They know how to wage, you know, weigh damages. They
1038 also, I think, think fairly, too, in these courts here in Clark County. And so, I – don't think we
1039 have anything to fear by going to court, frankly. So that's my two cents and a half. And, you
1040 know, I'm ready to vote on it.

1041

1042 **MAYOR GOODMAN**

1043 Well, we have public hearing yet. So I just —

1044

1045 **COUNCILMAN COFFIN**

1046 Okay. Maybe put it that way. Let's put it that way. That's the background in which I approach
1047 hearing everything and voting.

1048

1049 **MAYOR GOODMAN**

1050 Thank you. Okay. At this point then, what I'd like to do is go ahead, hear from the public. If you
1051 have something that is new to add, please feel free to share it. But as you've heard with this two-

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1052 year process, we've gone through, I think we've heard just about everything. And so, I'm gonna
1053 set the time for everybody at a – minute. And, if anybody does want to respond from the legal
1054 staff from either side, we'll raise that to the three-minute level, and that will be it.
1055 But from any resident or anybody else who'd like to speak, now again, I have Gordon Culp, I
1056 have David Gomez, I have Ronald Iversen, Debbie Kaner, Dale, I did this before and I'm sorry,
1057 Roesener, it looks like, Anne Smith, and Eva Thomas. It does not preclude you from coming up.
1058 And just state your name. We don't need your address and please come, you don't need a card if
1059 you don't want to. You can just come up and make your comments. Thank you.

1060

1061 **DOUG RANKIN**

1062 I brought water this time. A couple clarifications, first of all, online, I noticed on Monday, there
1063 was one set of development agreements on the – site, and then today it was the date-stamped
1064 5/24 agreement. We had received an agreement –

1065

1066 **COUNCILMAN BARLOW**

1067 Excuse me, Sir. Mayor –

1068

1069 **MAYOR GOODMAN**

1070 Oh, your name, I'm sorry.

1071

1072 **DOUG RANKIN**

1073 Oh, I'm sorry. Doug Rankin, 1055 Whitney Ranch Road, Suite 1-0-, 210, representing some of
1074 the homeowners. We received from City Attorney Jerbic a different development agreement. The
1075 one that's posted online this morning is date-stamped 5/24, just wanna make sure that we're
1076 referring to the development agreement that you shared on Friday.

1077

1078 **BRAD JERBIC**

1079 Like I said, the one I shared on Friday is the one that I gave to Planning to give to the computer
1080 people to put online. I haven't seen any other one.

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1081 **DOUG RANKIN**

1082 Okay. Well, as I said, I went online this morning, and it was date-stamped 5/24. So, that was the
1083 original development agreement that went to Planning Commission.

1084

1085 **PETER LOWENSTEIN**

1086 Madame Mayor, I'll clarify.

1087

1088 **MAYOR GOODMAN**

1089 Please.

1090

1091 **PETER LOWENSTEIN**

1092 We– put up on the –

1093

1094 **MAYOR GOODMAN**

1095 Your name, please?

1096

1097 **PETER LOWENSTEIN**

1098 Peter Lowenstein, Planning Department. Staff had added the full development agreement with

1099 all associated exhibits. The 5/24, plus the addendum was what was at Planning Commission

1100 meeting. We apologize if the later version of the development agreement was removed. We are

1101 in the process of rectifying that.

1102

1103 **MAYOR GOODMAN**

1104 And you will have that up by when?

1105

1106 **PETER LOWENSTEIN**

1107 That should be up as soon as they, it's forwarded to the FTP site, and then the web services can

1108 update.

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1109 **MAYOR GOODMAN**

1110 Okay. Thank you. Please go ahead, Mr. Rankin.

1111

1112 **DOUG RANKIN**

1113 Okay. And I'm gonna be very brief.

1114

1115 **MAYOR GOODMAN**

1116 Right. Minute.

1117

1118 **DOUG RANKIN**

1119 First of all, what we're here to decide if, on the development agreement, if you should vote to
1120 consider it, is you must find, per state law and your code, that it is, provisions of the agreement
1121 are consistent with the Master Plan.

1122 We know for a fact the Master Plan is park/recreation/open space, approved in 1992, reaffirmed
1123 three additional times since that time as park/recreation/open space. Park/recreation/open space
1124 does not allow any density. The project is proposing to place 35.39 dwelling units per acre in
1125 Areas 2 and 3. That is not compatible or consistent with the Master Plan. The Master Plan calls
1126 for this to be park/recreation/open space, no residential development.

1127 Where does – that go? There's (sic) two places that density of 35 acres to unit go. They go in the
1128 Neighborhood Revitalization Plan as the neighborhood, per your 2020 Master Plan. Here's the
1129 Badlands Golf Course. Here's neighborhood revitalization. Way outside of that.

1130 And, one last item here, as – my time is expired. They can also go where an urban hub is. The
1131 Staff report indicates it's located at an urban hub. There's an urban hub at Charleston and
1132 Rampart. There's not one at Rampart and Alta. That's where high density goes, per the plan.

1133

1134 **MAYOR GOODMAN**

1135 Thank you.

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1136 **DOUG RANKIN**

1137 It is not consistent with the general plan, and, therefore, it cannot be approved.

1138

1139 **MAYOR GOODMAN**

1140 Thank you.

1141

1142 **COUNCILMAN COFFIN**

1143 Your Honor, may I ask a question?

1144

1145 **MAYOR GOODMAN**

1146 Yes.

1147

1148 **COUNCILMAN COFFIN**

1149 Can we suspend any time limits for a matter, but leave it up to you with the gavel, if people start
1150 to repeat themselves too much? I mean, that's kind of where we need to be. We've got two
1151 members that have never heard this testimony, ever. They've heard arguments. They've met with
1152 lawyers and our staff. They've never heard the testimony.

1153

1154 **MAYOR GOODMAN**

1155 But Councilman Seroka said that he is totally up to speed on all of this, and I believe that –

1156

1157 **COUNCILMAN COFFIN**

1158 Well, you're gonna find out that you don't know everything you know.

1159

1160 **MAYOR GOODMAN**

1161 Well, no, but, I mean, that's what we've heard. And so, knowing the issues that Councilman Fiore
1162 has just brought up where her looks are, I think what we're trying to do is see today is (sic)
1163 there's any movement for anything further, or is this finished and dead. So the issue is so many
1164 times we keep hearing it's a matter of making a record. Mr. Rankin certainly knows the City

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1165 very, very well and believe your reports are accurate with the proper information. And those
1166 charts, I don't think we've seen before. Maybe Mr. Jerbic or Mr. Perrigo have. But the reality is
1167 the record that's been made over the past two years does speak to issues of where density can be.

1168

1169 **COUNCILMAN SEROKA**

1170 Madame Mayor?

1171

1172 **COUNCILMAN COFFIN**

1173 Your Honor –, if I can just engage you one more time.

1174

1175 **MAYOR GOODMAN**

1176 Who is there? Oh, sorry.

1177

1178 **COUNCILMAN SEROKA**

1179 I was just going to ask that I'd be comfortable hearing their testimony at whatever length that is
1180 needed. It would be – wonderful to hear that as well.

1181

1182 **MAYOR GOODMAN**

1183 You would prefer to have that?

1184

1185 **COUNCILMAN SEROKA**

1186 Sure. Yes, Ma'am.

1187

1188 **MAYOR GOODMAN**

1189 All right.

1190

1191 **COUNCILMAN SEROKA**

1192 And I think it would be good for Councilwoman Fiore as well.

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1193 **MAYOR GOODMAN**

1194 All right. So what –

1195

1196 **DOUG RANKIN**

1197 So – as I truncated my presentation, and it won't be very long, Mayor, trust me, consistency is
1198 defined by your Zoning Code. Consistency, with the General Plan means not only consistency
1199 with the plan's land use and density designations, but also consistency with all policies and
1200 programs of the General Plan. It's defined by the Zoning Code what consistency is, PR-OS does
1201 not allow that density.

1202 And, finally, as I said, we – worked to be brief. The application is deficient. The development
1203 agreement requires plans for traffic to access Rampart through the Las Vegas Valley Water
1204 District. There is no agreement with the Las Vegas Valley Water District to have that easement.

1205

1206 **MAYOR GOODMAN**

1207 No, I think we know that. We know that. We have letters from them denying that.

1208

1209 **DOUG RANKIN**

1210 Pursuant to your Zoning Code, a development agreement or any development application must
1211 include all parties that are privy to that application.

1212

1213 **MAYOR GOODMAN**

1214 Yes, we do know that.

1215

1216 **DOUG RANKIN**

1217 They must sign and acknowledge the application before you.

1218

1219 **MAYOR GOODMAN**

1220 Right –.

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1221 **DOUG RANKIN**

1222 They have not done so. The application is deficient and defective. It cannot be acted upon.

1223

1224 **MAYOR GOODMAN**

1225 Thank you.

1226

1227 **DOUG RANKIN**

1228 And that concludes my presentation. I have –

1229

1230 **MAYOR GOODMAN**

1231 Give those to the Clerk. If you would (inaudible) –

1232

1233 **DOUG RANKIN**

1234 – items for the Clerk for the record.

1235

1236 **MAYOR GOODMAN**

1237 Thank you very much, Mr. Rankin.

1238

1239 **GEORGE GARCIA**

1240 Thank you, Mayor, Council. George Garcia, 1055 Whitney Ranch Drive, Suite 10. And,

1241 certainly, welcome Councilwoman Fiore and Councilman Seroka as new members to the City

1242 Council. Pleasure to be before you.

1243 Mayor, maybe I think it would help as you, after I'm done, I'm gonna get into my presentation,

1244 but – since this question has arisen about the 30-day continuance, perhaps, that you may discuss,

1245 if you – do go for it, I think it would be clear, because the discussions I heard yesterday and, you

1246 know, we had these discussions with you and Brad, one of the premises that I heard was that it

1247 would start with there's up to 2100 units where the discussion would begin.

1248 And I would think, and I know talking with my client, that if there – was ever going to be a

1249 discussion, it doesn't start with determining what the outcome is and saying, okay, you get to

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1250 discuss how you get there. I think the – discussion should start, as I think Councilman Coffin
1251 suggested, starting with where do the residents come from. You can't start at 2100, where the
1252 developer may want to end up, and then figure out how to get there. I think you have to have a
1253 discussion, and there's a process of steps and a framework where you might get there.
1254 But with that being said, this particular development agreement's, as we know, goes back to,
1255 first off, it has to be consistent, as Mr. Rankin just told you, with the PR-OS. And that PR-OS,
1256 the parks, recreational, and open space goes back and is consistent with the Peccole Ranch
1257 Master Plan. And we discussed this over the last two years, and all those documents and things
1258 associated with all the elements associated with the Peccole Ranch modifications and the
1259 Badlands applications all should be brought into the record yet once again.
1260 But referring to, this was right out, and I know you've seen this many times, but it's – critical,
1261 because it is – an important part of the record, which is, this is part of the Peccole Ranch Master
1262 Plan from 1990, when this was officially commenced and started. Two applications, one was the
1263 Master Plan, one was the zoning application.
1264 In the Master Plan, there's (sic) some specific documents and exhibits that I've pulled out here,
1265 but they're all fully in the records we've provided before. But in that is, again, the open space and
1266 drainage is clearly identified here, golf course drainage, and it refers to a golf course open space
1267 and drainage in the text as well.
1268 And was always clearly articulated that what was then initially about 212 acres allowed for
1269 absolutely no net units. In this column here, net units, and there's none. All of those net units are
1270 either single-family or multi-family in those two rows, and in this final column the net units. So
1271 there was never, ever contemplated to be residential allowed in there, let alone certainly the –
1272 hotel and commercial.
1273 That absence is basically why the City, in its General Plan Amendment in '92 said, consistent
1274 with what we've already approved in the Master Plan and in – the zoning, consistent with that,
1275 we're going to make the land PR-OS. And that has existed, and that is the history that everybody
1276 has relied on in purchasing and buying and selling property and building their homes since then.
1277 The Peccole Ranch Master Plan, this is out of the 2020 Master Plan Land Use element, this is
1278 about major modifications, and you do not have a general plan amendment to change the PR-OS,

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1279 and you do not have a major modification. But it specifically says in the southwest sector,
1280 Peccole Ranch, in this red box I identified here, is a master development plan area located within
1281 the southwest sector. And it calls it out on the map.

1282 And then it goes on to say that in order to have major modifications of master development
1283 plans, we just heard Peccole Ranch is a master development plan, so modifications of master
1284 development plan and development standards, it basically says that if you're going to modify that
1285 plan, you have to do a major modification. So not only do you need the general plan, you need
1286 the major modification. And this all goes on then further in excerpts out of the Master Plan to
1287 talk about what you need to do and how you need to do it.

1288 So while this one chart here on this other portion, where it talks about major modifications in
1289 these other special areas, Peccole Ranch is still a master development plan that requires a major
1290 modification. Even though it's not in this group category, it is in the other master development
1291 category. So, either way, it does require a major mod.

1292 The zoning – that coincides with that plan that was done in 1990 is Z-1790. And Z-1790 has a
1293 specific condition of approval. That's what we see here. This is the City's letter, City letterhead.
1294 It specifically says a maximum of 4,247 dwelling units be allowed in – this Peccole Ranch Phase
1295 II, which we call Queensridge, and Badlands is all a part of.

1296 You have an application before you already at this point that numerically, given the units that
1297 have been built in single-family and multi-family alone, already exceeds the multi-family
1298 designation allowance that was considered on that chart I just showed you and is contemplated
1299 here in this condition of approval for 4247 units. You can't alter this condition of approval
1300 without going back and changing that which was originally done. This has never been altered.

1301 That chart, the Master Plan, or this document, these are the guiding documents.

1302 And if we look at what we see today, essentially there's, what I've just showed you is the net
1303 units available under multi-family is already in the hole about 152 units. You have, pending
1304 before you, another application on the southeast corner of – Rampart and Alta, where Calida
1305 wants to be a portion, get a portion of property that, developed for multi-family. That will put
1306 you an additional 360 units in the hole for bringing up the –, basically, deficit in the multi-family
1307 category, exceeding the multi-family allowance that was in this chart by now over 500 units.

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1308 Critical to any – development agreement, let alone a project of major – regional significance, and
1309 this was contemplated by the state and by, as well as by the local ordinances, projects of
1310 significant impact, and this qualifies as a project of significant impact, it would be anything that
1311 has 500 or more dwelling units. Well, we're clearly way over 500 units.
1312 And I don't know how you can say that this is not required. There is not development impact
1313 notice and assessment. And they basically, that is absolutely required when any contemplation of
1314 development in excess of 500 units. And clearly, if we're talking whether it's 2,000, 2100 or
1315 whatever that number turns out to be, it's well over the 500 on The Two Hundred (sic) Fifty.
1316 That is still absent today and again creates that defective application.
1317 So it, and just simply in conclusion, that if you're going to ultimately get to a development
1318 agreement, this one we believe is flawed both in substance for all the reasons that are going to be
1319 discussed after I'm done, but the substance of it is flawed. But, procedurally, more important
1320 right now, I don't believe you could even consider it.
1321 So your 30 days is probably not going to be enough, because you need to get a general plan
1322 amendment, a major mod as part of the outcome of whatever, so if you don't, so whether it goes
1323 forward and gets continued or whether it's denied, and you can always restart a development
1324 agreement. There's no without prejudice necessary or with prejudice. It doesn't make any
1325 difference. It could be restarted. If you denied it today, it could be restarted tomorrow and
1326 brought back before you in short order. So, while the negotiations are going, you could certainly
1327 restart an ordinance development agreement once that's ready. Nothing would be lost. Thank
1328 you, Mayor.

1329

1330 **MAYOR GOODMAN**

1331 Thank you, Mr. Garcia.

1332

1333 **COUNCILMAN COFFIN**

1334 (inaudible)

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1335 **FRANK SCHRECK**

1336 Mayor, member (sic) of the City Council, Frank Schreck, 9824 Winter Palace. I'm one of those
1337 attorneys that you have accused of somehow making roadblocks and creating havoc in this. I
1338 personally take offense, Mayor. That's a hard way to start a speech when I'm trying to convince
1339 you of something. But I've worked hundreds and hundreds of thousands of billable hours without
1340 being paid. I've done this because I believe in my community. I believe that the City Council and
1341 the City of Las Vegas, as well as the State, is (sic) a society of laws.

1342

1343 **MAYOR GOODMAN**

1344 Yes, it is.

1345

1346 **FRANK SCHRECK**

1347 We're bound by laws.

1348

1349 **MAYOR GOODMAN**

1350 Yes, we are.

1351

1352 **FRANK SCHRECK**

1353 And my job is to point out those laws. And if, in fact, the City Council is violating those laws,
1354 we have a responsibility to tell you that.

1355

1356 **MAYOR GOODMAN**

1357 Absolutely.

1358

1359 **FRANK SCHRECK**

1360 This City Council is violating the laws. You know one right now that's been, and I'll touch on it.
1361 And that is that the state statute specifically states, where does this thing show up? Here?

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1362 **COUNCILMAN BARLOW**

1363 Yeah, right in the middle.

1364

1365 **MAYOR GOODMAN**

1366 Yeah. But you have to move the microphone so everybody can see.

1367

1368 **FRANK SCHRECK**

1369 If you take a look at this statute, it's unequivocal. It says the governing body may, if it finds that
1370 the provisions of the agreement, that's the development agreement, are consistent with the
1371 Master Plan, it may approve the agreement by ordinance. It has to be consistent with the General
1372 Plan. It's been shown it clearly isn't consistent with the General Plan. The General Plan has the
1373 golf course at PR-OS, has had for 25 years. And it has no residential. Now, it's proposed to put
1374 2100 residents, plus a hotel, plus commercial. That's inconsistent with the General Plan, and until
1375 you amend that General Plan to allow that type of zoning, you can't go forward with this
1376 application.

1377

1378 **COUNCILWOMAN FIORE**

1379 Your Honor –?

1380

1381 **FRANK SCHRECK**

1382 Now –

1383

1384 **COUNCILMAN COFFIN**

1385 Excuse me, Frank –

1386

1387 **MAYOR GOODMAN**

1388 Please.

1389

1390 **FRANK SCHRECK**

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1391 Yes –

1392 **COUNCILWOMAN FIORE**

1393 Hi, Mr. Schreck. Thank you so much for beginning so strongly. However, as a new City
1394 Councilwoman, what you're telling me is my staff is not advising me correctly.

1395

1396 **FRANK SCHRECK**

1397 That's exactly what I'm telling you.

1398

1399 **COUNCILWOMAN FIORE**

1400 Okay. So, with you saying that, do you find it not okay for me to ask for 30 more days of
1401 clarification?

1402

1403 **FRANK SCHRECK**

1404 If the 30 days of clarification is anything like we heard came in out of the meetings yesterday,
1405 and I think it's already been mentioned that the idea is we start from 2100 and start from a hotel
1406 and we start from commercial and that's where we start negotiating from. Where this should go
1407 back is square one, where the City helps, but doesn't interfere, and the developer and the
1408 residents get together and try to work something out. None of us believe that development can't
1409 occur. There's a process you have to go through, a major modification and a general plan to put
1410 residential on there. We all believe that something needs to take place, because we need
1411 something he has.

1412

1413 **COUNCILWOMAN FIORE**

1414 So was there any plans prior to this plan, like let's say back in the late 2000s, '08, '09 to develop
1415 this property?

1416

1417 **FRANK SCHRECK**

1418 The only –

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1419 **COUNCILWOMAN FIORE**

1420 On the record.

1421

1422 **FRANK SCHRECK**

1423 The only plans that existed, are you talking about just the golf course?

1424

1425 **COUNCILWOMAN FIORE**

1426 I'm just talking about building anywhere on that golf course, anywhere.

1427

1428 **FRANK SCHRECK**

1429 No, absolutely not. It's prohibited. In fact, to show you what the original developer thought, he

1430 had a 50-year lease with the Senior Tours with ten 4-year extensions. So 90 years that would be

1431 a golf course.

1432

1433 **COUNCILWOMAN FIORE**

1434 Okay. And so –

1435

1436 **FRANK SCHRECK**

1437 There was never any idea that it would be anything other than a golf course, and he specifically

1438 asked the City in 1990 to take 211 of those acres, make it golf course/drainage, no residential.

1439 Five or six years later, he said: You know what? You gave me 401 acres of R-PD7, which I can

1440 build homes on. I want to take 30 or 40 acres out of that, and I want to build another nine holes.

1441 And – the City said: Fine. That is a use under the R-PD7, and it can go on there without any

1442 residential.

1443

1444 **COUNCILWOMAN FIORE**

1445 But what I've seen, in – the short time that I have been in office, is I have seen Badlands, which

1446 is the residence of Who's Who in Las Vegas, by the way, I have seen Badlands go down the

1447 drain because we're looking at desert. And in order to fix that and bring those property values up,

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1448 we need a plan, and we need to fix the – development. So, is it unfair to ask for our Planning and
1449 our folks, whom I have a lot of faith in and whom (sic) have been really working hard with me
1450 day and night on this particular issue, for more time?

1451

1452 **FRANK SCHRECK**

1453 If – we start from square one, if we're not starting from – the point of which he has 2100 units
1454 and he has an, a hotel and he has 15,000 square feet of commercial with a tavern and stuff in a
1455 residential community that's been master planned for 25 years, that'll be fine.

1456 But if you think we have a lot of confidence and faith in your staff, and I'm not talking about the
1457 staff that wrote the Staff Reports for the first application in January of 2016 or the staff that
1458 wrote the Staff Report for the applications in July of 2016. Those were professional. They were
1459 thorough. They were detailed, and they all said the same thing. There is no residential that can be
1460 built on the golf course, unless you do a major modification first of our Master Plan and then a
1461 general plan amendment.

1462 Guess what happened? After that period of time, that staff got compromised or pushed out of the
1463 way.

1464 And let me show you what the final result is. If you want to know why we get angry, okay, at
1465 staff, and don't think that Mr. Jer', Mr. Perrigo should be involved in these conversations
1466 anymore, I'll say first of all, three or four days after this Council met on the 21st of June,
1467 Mr. Jerbic met with – Elaine Roesener and Jack Binion and brought to them a plan, a plot of
1468 showing the golf course that was prepared by the developer, that showed 1900 houses crammed
1469 into it and basically said: Look it, he has a right to build 2100, and if you guys kind of don't get
1470 on – board with this and do this, this is what can happen to you. And then they asked: Well, how
1471 did you get to 20 –

1472

1473 **COUNCILWOMAN FIORE**

1474 So listen, I've just gotta interrupt you, because I can see you're long-winded, so, and that's okay.

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1475 **FRANK SCHRECK**

1476 No, but I gotta try to answer your question, why we have no faith.

1477

1478 **COUNCILWOMAN FIORE**

1479 No. So this is my only concern is if we are not cautious and diligent in this vote and the
1480 developer walks away, which I do not want, I want these property values to go up, and in order
1481 to do that, we have to fix the golf course. Is all is I'm asking you is, as you guys continue
1482 fighting, and we can stay here all night and do this, too, I just think that if we look at, and by the
1483 way, for the record, I have a lot of faith in my staff, in my new staff. I'm the newbie. So their
1484 legal concerns and what they've brought to me and everyone's suing the City. So I have a lot of
1485 faith in my staff, and I trust my staff. And so, as the new Councilwoman, I'm basically saying I
1486 think we need 30 days. We can fight with this all night long, but at the end of the thing, I'm not
1487 gonna let the developer walk away today.

1488

1489 **FRANK SCHRECK**

1490 Well, let me – say something. I mean, this is – like, the developer – is like the teenager that
1491 murders his parents and then comes back and asks mercy before the court, because I'm an
1492 orphan. He shut the water off. He turned our golf course into a desert. He turned the blight. And
1493 now he's saying because it's blighted and you're saying because it's desert and blighted, he should
1494 now be allowed to build, because he's going to save ours. There's, most of the people that I know
1495 say, leave it alone. We will deal with the dirt rather than have graders, dump trucks, on all of this
1496 stuff. The first thing he will do is grade the golf course, so we're going to have dirt anyway,
1497 Councilwoman.

1498

1499 **COUNCILWOMAN FIORE**

1500 That's not what your residents have told me. That's not what your residents have told me.

1501

1502 **FRANK SCHRECK**

1503 That's what the residents that we've talked to have.

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1504 **COUNCILWOMAN FIORE**

1505 That's not what they've told me. They said they want it fixed.

1506

1507 **FRANK SCHRECK**

1508 We want it fixed, but it's not going to be fixed by immediately grading and scraping the golf
1509 course away. There is – no obligation in that development agreement for this developer to build
1510 one single thing in a 20-year period, not an obligation to build anything, but he will go grade it.
1511 And so we'll not only have, we won't the dirt. I mean, we won't have the grass there. We'll have
1512 dirt. And we'll have graders, and we'll have dump trucks and stuff. That's, we'd rather have none
1513 of that than – just go ahead and allow this to be approved the way it is.

1514 But just tell, let me just show you why it is that we are, get frustrated and are concerned. You
1515 have a Staff Report –, Mayor, on this application right now, okay, which does not provide for a
1516 general plan amendment, which every single application that has been filed by the developer
1517 with every single one, there's seven or eight or nine all required, and all had applications for a
1518 general plan amendment and most of them with modifications.
1519 Now, they said that there's not one needed. And you look at what the Staff Report says. Here it
1520 is. I want you to, can you see this? Because I think it –, it's important for you to look. My
1521 understanding is that the staff, in doing a staff report, is to provide you with accurate information
1522 so you can make a reasoned judgment, based upon facts. That's the way I understand the system
1523 to work.

1524 Here's what they say as to basically why there is no general plan amendment in this. Now, we all
1525 know why there's no general plan amendment, because when it was determined that very
1526 possibly Councilman Beers may not win his election, they wanted to get this on the June 21st
1527 agenda, and you couldn't do that because it took 90 days to get a general plan amendment on
1528 that, would have kicked it into July. So it was coming on in June, and you know it was forced on
1529 into June. It was the only item on the Planning Commission agenda in June that was put on the
1530 following week, nothing else, just ours.

1531 But here's what this says. And this is why, if I was, used to be a Nevada Gaming Commissioner.
1532 And if I received this, I would be extremely angry. Here's what it says: Nevada Revised Statutes,

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1533 NRS 478, and it's really 343, states that where the zoning ordinance is inconsistent with the
1534 master plan, the zoning ordinance takes precedence. Okay? That's not what that statute says. The
1535 statute talks about if there's any preexisting ordinance, a preexisting ordinance, and then there is
1536 a subsequent master plan that's adopted that takes away the rights of the guy that had the
1537 preexisting zoning, and that's what the Casinelli (sic) Case says. There's no question you can't
1538 take those property rights away. Nobody would argue that you can. But that's not our case.
1539 There's no preexisting zoning.

1540 The Peccole Ranch Master Plan in 1990 was approved by ordinance, all the zoning categories by
1541 ordinance, and it says in the minutes of the City, consistent with the Master Plan of the City of
1542 Las Vegas that existed. So the Peccole Ranch Master Plan was planned. It was – adopted by the
1543 City in 1990. All the zoning and the use of the golf course was all consistent with the Master
1544 Plan that existed at that time.

1545 So there is no subsequent master plan that came in and took any property rights away. In fact,
1546 this developer asked to have the golf course done this way. He asked to have the other nine holes
1547 done. When the PRO was put on in '92, he was happy to have it put on in '96. So it isn't where
1548 somebody has gotten rights taken away. This is what they asked for. So this is not even
1549 applicable, plus it's misleading and deceptive.

1550 The second sentence, now, I want you to, Mayor, I'm gonna ask you this question: Can you read
1551 the second sentence? And you tell me what it means?

1552

1553 **MAYOR GOODMAN**

1554 I cannot because it's too tiny, and I don't have the right bifocals.

1555

1556 **FRANK SCHRECK**

1557 Let me – read it for you and then tell me if you understand what this says. Okay. And this is –
1558 really an important sentence.

1559

1560 **MAYOR GOODMAN**

1561 And point to where you are.

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1562 **FRANK SCHRECK**

1563 The middle, the second sentence right here.

1564

1565 **COUNCILMAN COFFIN**

1566 Can you expand on that a little bit.

1567

1568 **COUNCILWOMAN TARKANIAN**

1569 (inaudible)

1570

1571 **MAYOR GOODMAN**

1572 Okay. And, Mr. Lowenstein, is this yours, or do we go back on staff reporting to back to Tom?

1573

1574 **FRANK SCHRECK**

1575 Oh, I'm sorry.

1576

1577 **MAYOR GOODMAN**

1578 Responding to this. Yes.

1579

1580 **COUNCILWOMAN TARKANIAN**

1581 Yeah. Oh, now he's got it.

1582

1583 **MAYOR GOODMAN**

1584 Okay. Yes.

1585

1586 **FRANK SCHRECK**

1587 Could you read the second sentence and tell me if you understand what that means? And this is

1588 supposed to communicate to you the information –

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1589 **MAYOR GOODMAN**

1590 All right. The parties to this agreement acknowledge that the extant, spelled —

1591

1592 **FRANK SCHRECK**

1593 No, it means extant.

1594

1595 **MAYOR GOODMAN**

1596 It means something. Okay.

1597

1598 **FRANK SCHRECK**

1599 Because Mr. Lowenstein uses that a lot.

1600

1601 **MAYOR GOODMAN**

1602 Oh, see how smart. We hire very smart people. Approved zoning and land use designations for
1603 this site do not match. The City may request that —

1604

1605 **FRANK SCHRECK**

1606 No –, just that sentence.

1607

1608 **MAYOR GOODMAN**

1609 Okay.

1610

1611 **FRANK SCHRECK**

1612 What does that mean?

1613

1614 **MAYOR GOODMAN**

1615 That they're at odds. That they're –

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1616 **FRANK SCHRECK**

1617 Can you tell me? Can anybody tell me? I can tell you what that sentence is supposed to mean. It's
1618 not even a complete sentence –

1619

1620 **MAYOR GOODMAN**

1621 They don't match.

1622

1623 **FRANK SCHRECK**

1624 What that sentence means, what it should say, if the Planning Department members that wrote
1625 the planning staff reports in January and July of 2016 wrote that, this is what it would have said:
1626 The development agreement is not consistent with the General Plan, which then violates the state
1627 law. So they couldn't say that, but they wanted to say something in there so they could point to
1628 the record that, oh, we didn't not tell you that. And so they put something in that you don't
1629 understand.

1630 And then you look at the last sentence, it says, the parties of this, the City may request a general
1631 plan amendment at a future date. The statute says that you have to find it in compliance with the
1632 General Plan, which means at this very time, that if you voted on the development agreement,
1633 you had to find that the development agreement was now consistent with the General Plan, not
1634 some other time.

1635 And so, it, that's just one of the things. This is the most recent. So all three of those, the first two
1636 are misleading. The second one is just inapprop, incorrect advice. And, that's why attorneys
1637 sometimes get involved. I happen to be a resident there, so I take a personal interest, and that
1638 was the home I was going to die in. Now, the way it's being treated and we're being treated, I
1639 don't know if that's where I want to be.

1640

1641 **MAYOR GOODMAN**

1642 Well, and of course, too, you may not have this developer, and it will just lie fallow. And you'll
1643 have somebody else come in and do other things. So the issue that we're trying to do is get this
1644 continuing to move forward and get a positive resolution instead of continuing more and more

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1645 and more of this, because were I the developer, I would have packed up my marbles a long time
1646 ago and said: Here's the land. I purchased it. I'm going to go sell it. I've had it.

1647

1648 **FRANK SCHRECK**

1649 You know what, Mayor? You know what my response, 'cause I've had this question asked a lot,
1650 and a lot of my neighbors that we've said —

1651

1652 **MAYOR GOODMAN**

1653 And what's the end? They want to know what's the end.

1654

1655 **FRANK SCHRECK**

1656 The answer – is real simple. They don't want 2100 units of density. They don't want a hotel.
1657 They don't want 15,000 square feet of residential. We don't know if these other sites will ever be
1658 built, the 65. There are seven sites left right now that have been there for 10 years or more that
1659 aren't developed. So we don't know. And especially with the competition that's now The Ridges
1660 and the other places. So –

1661

1662 **MAYOR GOODMAN**

1663 And what's happening to golf courses everywhere is they are moving on to other types of
1664 development. I'm concerned, were I a resident, what's coming. At least we've been working so
1665 hard to try to bring this about so it does satisfy, and I do hear from our Councilwoman and tend
1666 to agree with that –

1667

1668 **FRANK SCHRECK**

1669 We – (inaudible) agree with that –

1670

1671 **COUNCILWOMAN FIORE**

1672 Mayor, you know what? I know that you're in charge of the time, but I've heard enough. I get it.

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1673 **FRANK SCHRECK**

1674 But we started at his numbers.

1675

1676 **COUNCILWOMAN FIORE**

1677 I get it.

1678

1679 **MAYOR GOODMAN**

1680 Okay. Excuse me one second.

1681

1682 **FRANK SCHRECK**

1683 We started at his numbers. That's the problem.

1684

1685 **MAYOR GOODMAN**

1686 Okay.

1687

1688 **FRANK SCHRECK**

1689 We started at his numbers, and we've never been able, it was, look, I was told it was a done deal.

1690 It's – 3,000 –

1691

1692 **MAYOR GOODMAN**

1693 It's all right. We get it. You're opposed to it. We understand.

1694

1695 **FRANK SCHRECK**

1696 No, but I'm giving you the reasons why.

1697

1698 **MAYOR GOODMAN**

1699 And this is new information, and I don't know if that's something our staff wants to respond to. It

1700 was, if you would, Mr. Lowenstein or Mr. –

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1701 **FRANK SCHRECK**

1702 Another thing I'd like to just at least mention.

1703

1704 **MAYOR GOODMAN**

1705 Well, let me give them an opportunity to the comments.

1706

1707 **FRANK SCHRECK**

1708 Okay. Yeah, good, 'cause I'd like to respond if I can.

1709

1710 **MAYOR GOODMAN**

1711 If you would on the report, if you wouldn't mind, from Mr. Summerfield or Mr. Lowenstein,
1712 whomever.

1713

1714 **ROBERT SUMMERFIELD**

1715 Your Honor, related to – the language that was up there that you're asking about, the language is
1716 to make it clear that the parties, in this case the developer and the City, because this is a
1717 development agreement application, do acknowledge, essentially, that there is an inconsistency.
1718 However, it's very clear that there is existing, invested zoning that is appropriate at this location,
1719 and that is what that particular line is making clear.

1720

1721 **MAYOR GOODMAN**

1722 So that's the directive to us, that it is –

1723

1724 **FRANK SCHRECK**

1725 Well, that, you know, the existing zoning has no relevance to the fact of whether or not you need
1726 a, you need an amendment to the General Plan. If – they had the legitimate right to build seven
1727 per acre, okay, let's say I agreed with that, they still have to go get a major modification general
1728 plan amendment.

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1729 **MAYOR GOODMAN**

1730 But the, we can fight this until we're blue in the face –

1731

1732 **FRANK SCHRECK**

1733 Okay, but this is the –

1734

1735 **MAYOR GOODMAN**

1736 But the issue is what's to come when there's nothing more with this developer, what is to happen

1737 to all that and all these people who have all their money sunk in their home and want a beautiful,

1738 I am, oh, there you are. I just thought her comments –

1739

1740 **FRANK SCHRECK**

1741 But do you think –

1742

1743 **MAYOR GOODMAN**

1744 I thought Councilman Fiore's comments really synopsise, if there is such a word, the essence,

1745 from the top of the mountain, what this has become about. And so, my sense was, because we've

1746 heard and documented so much information over these two years, I feel what we have is, it's

1747 either going to be an up or a down, or we're going to have the 30 days to go ahead make it work.

1748 Or it's the land is going to be out there, you'll have somebody new come in, whether it's DH (sic)

1749 Horton or Lewis Homes, or nobody. It could be nobody for two decades, and you sit and you

1750 look at this.

1751 To me, as a representative of Las Vegas, or just as a resident, were I living there, I would say for

1752 heaven (sic) sakes, this is my home. I love it. I want it beautiful. Let's work through this. And if

1753 the only way we can do it, if you have made every point and if Brad Jerbic, as our advisor, legal

1754 advisor, hasn't already advised us and staff as to what's permissible and what isn't and feels that

1755 there is an opportunity to move this to some kind of resolve, that's why we have been listening

1756 for two years.

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1757 You are telling us the whole thing's flawed and get rid of them, and so that's your opinion. And
1758 it may end up with that, which means all the residences, who knows what you're going to have in
1759 5 years, 10 years, 20 years, 30 years; it may just sit like that because of all the lawsuits that sit on
1760 the property. And if I were a developer, I can assure you, it would not be the piece I want to
1761 come in and develop. So, I'm just speaking to you from that perspective, which is why I begged
1762 for legal to stand back one month and let us try.

1763

1764 **FRANK SCHRECK**

1765 I'm talking about – it being a homeowner. I don't mind development. It has to be reasonable
1766 development that works within that community. Twenty-one hundred –

1767

1768 **MAYOR GOODMAN**

1769 But that's for the next step.

1770

1771 **FRANK SCHRECK**

1772 Well –

1773

1774 **MAYOR GOODMAN**

1775 That's the next step. If he's gone, start again, and you find the developer that's going to do it your
1776 way. Do it. I'm all for it.

1777

1778 **FRANK SCHRECK**

1779 But what, if we're gonna have these discussions in the 30 days, do we start at 2100? Is that what
1780 we do, that's the minimum?

1781

1782 **MAYOR GOODMAN**

1783 What I'm saying is there's (sic) two ways to go about it, which I think Councilwoman was kind
1784 enough to articulate. We were saying you, both sides, continue to work, knowing what the future
1785 will hold, what's Christmas future here, or take the best, and I'm not saying it won't be flawed,

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1786 from what Tom Perrigo and Brad Jerbic have assessed from all of this and bring us back
1787 something –

1788

1789 **FRANK SCHRECK**

1790 Let me just – put these in the record.

1791

1792 **MAYOR GOODMAN**

1793 – that you all can look at, or find another developer for the future, that's all I'm saying, that will
1794 do your bidding and what you see. But I don't know how you explain it to all the homeowners
1795 that are there and people who have property.

1796 This now is finished. This is what could be. This is finished. You know the water is off. We have
1797 all these issues. It's horrible. And now you have nothing. And you're going to have to find a new
1798 developer. You're going to have to find somebody that's going to want to come in with the liens
1799 on the property and the lawsuits that are there and then come in with a plan that's going to fit
1800 whatever all these pieces are, which we know that our Planning has been researching with our
1801 legal staff and advising all of us as to what we can be doing.

1802 I am concerned, and I think our Councilwoman Fiore said it in a nutshell, it's right there. She is
1803 concerned about the quality of life and property values out at Queensridge. And the day that this
1804 developer walks away, your values are gone, 'cause nobody's going to come in and buy that
1805 property, unless you all want to get to and buy the property yourselves and develop it. That's my
1806 concern.

1807

1808 **FRANK SCHRECK**

1809 (inaudible)

1810

1811 **MAYOR GOODMAN**

1812 Looking at the realities, we can have, hear all this all over again; we've heard it so many times.
1813 So far, I'm not hearing anything new. There are answers. But the question is: Do you want a nice
1814 place to live or not? Is it not this developer, well then who's going to come in? Somebody give us

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1815 a developer to come in and meet all the marks that we're hearing about have to be met, or look at
1816 what you've got.

1817 I mean, this isn't rocket science to me. And it is not all legal mumbo jumbo and laws and
1818 everything. That's what we have staff for. They are to advise and make sure that what we're
1819 doing is legal. We can't be lawyers, and we can't be engineers, and we can't be all things to all
1820 people. All we can do is rely on the people who are professionals to give us the good information
1821 and then try to work in the best interest of the whole, not party politics, but to work in the best
1822 interest of the whole.

1823

1824 **COUNCILMAN COFFIN**

1825 Your Honor?

1826

1827 **MAYOR GOODMAN**

1828 And, what I see, were I there, no –,not now, Councilman Coffin, at this point, what I see is, no –,
1829 what the reality is you made a suggestion. It didn't go anywhere with the developer. You had
1830 your opportunity. We're all trying to make it work. But the reality is, take the developer away,
1831 what have you got? And what's going to be there? And who's going to want that property?
1832 And so you're going to sit looking at it, and it's going to get even worse. So, again, I say,
1833 succinctly stated by Councilwoman Fiore. She made a commitment to try to preserve property
1834 values in the City of Las Vegas for everybody. It's not going to happen this way. And all I ask
1835 for is get the lawyers out of the way and let us give it one full try more and have them step back
1836 and just step away and let's not hear any more and give us that month. And if that fails at that
1837 time, it's an up or a down. You look at it. You can pick it up to death. We will have our legal
1838 staff in on this and everything. And if you can't, in the best interest of your clients, and, on the
1839 other side of the coin, the best interest of your client, say, we're okay, we are going to step away
1840 from this, let the process continue for 30 days, no more legal litigation, anything. We are willing,
1841 we've put in two whole years, all of us together, to try and resolve this.
1842 And so I don't know who's going to take the leadership, and maybe it's not. But if in fact, and
1843 listening to – Brad Jerbic, if you guys aren't going to step back, this is dead. This is dead. It's

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1844 finished. And then you have, what are you going to do with the land? Everybody, look to the
1845 future. Who's going to want that piece of land?

1846

1847 **COUNCILMAN COFFIN**

1848 Your Honor, can I be heard for a moment?

1849

1850 **MAYOR GOODMAN**

1851 If you keep it brief, 'cause you've already had your five minutes.

1852

1853 **COUNCILMAN COFFIN**

1854 I will. Out of respect for you, and if you don't show your sign for at least a couple of minutes,
1855 have you got it there? We have to be careful, I think, as a Council, to be – careful not to tell
1856 people they cannot have legal representation. Let me step back and say that again. We have to be
1857 really careful not to, as a Council, speaking from the chair here, say that people should not have
1858 legal representation, because that's in essence what it boils down to.

1859

1860 **MAYOR GOODMAN**

1861 No. I'm not saying that.

1862

1863 **COUNCILMAN COFFIN**

1864 Well, that's what happens.

1865

1866 **MAYOR GOODMAN**

1867 I am saying take a breather for 30 days. Nothing is going to move. If I were a resident, they're
1868 always my lawyers, and I'm always going to go to them.

1869

1870 **COUNCILMAN COFFIN**

1871 Well, we'd always like to kill all the lawyers, except for the ones that we trust.

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1872 **MAYOR GOODMAN**

1873 No. Don't misunderstand it, Councilman.

1874

1875 **COUNCILMAN COFFIN**

1876 Well, but here's the thing. You hire lawyers to speak for you because you can't speak for
1877 yourself. It is extremely complex. It's difficult. They are paid to articulate the law and also say
1878 what they wish in their best days they could say to us and they can't. And I think that's why –

1879

1880 **MAYOR GOODMAN**

1881 Yes, they have said it.

1882

1883 **COUNCILMAN COFFIN**

1884 So it's the people –

1885

1886 **MAYOR GOODMAN**

1887 The lawyers have said it again and again and again.

1888

1889 **COUNCILMAN COFFIN**

1890 The people are speaking through their lawyers.

1891

1892 **MAYOR GOODMAN**

1893 Yes, and they have been, for two years.

1894

1895 **COUNCILMAN COFFIN**

1896 Just as Oscar did for many years.

1897

1898 **MAYOR GOODMAN**

1899 No –. For two years, both sides, legal staff have been telling us all the legal points. We
1900 understand them. I know Councilwoman would love some more time, because maybe she doesn't

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1901 have the amount of information that Councilman Seroka has. But the reality is everybody's
1902 entitled to legal advice and should have it, but the reality is we're asking for a breather right now,
1903 no more need for money, no more using money. Let's concentrate on this. And at the end of 30
1904 days, if we haven't got there, then goodbye and you're left with your vacant piece of land and
1905 wait for a developer to come. And thank you for your comments, Councilwoman.

1906

1907 **COUNCILWOMAN FIORE**

1908 Thank you.

1909

1910 **MAYOR GOODMAN**

1911 Okay.

1912

1913 **COUNCILWOMAN FIORE**

1914 And I just, in that 30 days, I look forward to our brilliant, quote, brilliant staff, Planning, helping
1915 make both sides happy.

1916

1917 **MAYOR GOODMAN**

1918 Microphone, please, and name.

1919

1920 **TODD BICE**

1921 Todd Bice, representing several of the homeowners, including Mr. Binion and others. Here are
1922 some items that Mr. Schreck wanted to put into the record just so that we would have them in.

1923 Thank you.

1924

1925 **MAYOR GOODMAN**

1926 Thank you.

1927

1928 **TODD BICE**

1929 Mayor, I'm – obviously one of those meddlesome lawyers –

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1930 **MAYOR GOODMAN**

1931 Yes, you are.

1932

1933 **TODD BICE**

1934 – in this process. So, because I've not had the opportunity to speak to Councilwoman Fiore about
1935 this or – to Councilman Seroka, Mayor, your proposal for 30 days in isolation is not an
1936 unreasonable request, just like Councilwoman Fiore's request for about 30 days in isolation is not
1937 in any way unreasonable. Let me tell you part of the problem, though, because things aren't in
1938 isolation. That's not the way that the world really works.

1939 We have existing litigation in this case. We actually have the developer, because the developer
1940 has been unsuccessful in trying to get some of that litigation dismissed, the developer's pushing
1941 for trial dates, while at the same time, and I'm not trying to cast any dispersions on anyone, we
1942 have a lot of discovery that hasn't been done and that hasn't been complied with, in my view. The
1943 developer wants a trial date in September, but at the same time, the developer hasn't, we're going
1944 to be having some issues about discovery.

1945 So asking us to stand down for 30 days while the developer is trying to take advantage of the
1946 schedule in the court system is, will not work. It is unacceptable to us. We are prejudiced by that.
1947 So if the developer is saying, the developer is saying, listen, the trial date doesn't matter to me
1948 now, and I don't know what 30 days gets you, myself. I mean, it seems to me if you're really
1949 looking for time, you have to be looking for more, something like 60 to 90 –

1950

1951 **COUNCILWOMAN FIORE**

1952 Your Honor, may I address that?

1953

1954 **TODD BICE**

1955 But what I'm telling you is from a litigation standpoint, and I think Brad, you know, the City
1956 Attorney is knowledgeable about this process, there simply is no time for a 30-day, even a 30-
1957 day delay.

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1958 **MAYOR GOODMAN**

1959 Okay –, Mr. Bice. Thank you. I mean that's really strong information that I couldn't possibly, and
1960 I don't know anybody else who's a lawyer here, we would have to ask for Mr. Jerbic's input there
1961 as a point of clarification for us, and then Councilwoman wanted to make a comment. If you
1962 would (inaudible) –

1963

1964 **BRAD JERBIC**

1965 The comment, Mr. Bice is right, if there is a trial date set and the discovery that hasn't been
1966 conducted directly relates to that trial, then it seems that the trial would have to be moved, too,
1967 for that 30 days to work.

1968

1969 **TODD BICE**

1970 It absolutely would. And – I have no idea about the court schedule. And, again, there's a lot of
1971 work to be done between now and what the developer wants as a trial date at the end of
1972 September. I don't even know that that's going to work in light of some recent disclosures. But,
1973 all I can tell you is it's certainly not going to work if – the Mayor asking us or Councilwoman
1974 Fiore asking us to stand down and sit on our hands for 30 days. That will not work.

1975

1976 **COUNCILWOMAN FIORE**

1977 That's, okay. So can I do the comment now, Your Honor?

1978

1979 **MAYOR GOODMAN**

1980 Yes, certainly.

1981

1982 **COUNCILWOMAN FIORE**

1983 So isolation is not what my Mayor said, first off. Second off, we're asking for 30 days so our
1984 Planning folks and our staff can work on a better agreement and come up with a better
1985 development plan to make everyone happy. I personally don't know about the – contractor's
1986 court schedule or your court schedule. That has nothing to do with it.

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1987 What I am concerned with is keeping those value (sic) in property up and making sure that the
1988 contractor doesn't walk away so we just have dead grass and dead animals.

1989

1990 **TODD BICE**

1991 Well, I think —

1992

1993 **COUNCILWOMAN FIORE**

1994 So no isolation was said by my Mayor, number one. And number two, we're asking for 30 days
1995 so we can work together with the developer and the residents a little bit more, because I'm
1996 getting mixed – signals from our residents.

1997

1998 **TODD BICE**

1999 Councilwoman –, I think I might have been, yeah, I either wasn't articulate. We were actually
2000 asked by, before the meeting started, I wasn't, I didn't speak to the Mayor personally, I spoke to
2001 the City Attorney, who asked me to agree to hold the litigation in abeyance for at least 30 days.

2002

2003 **MAYOR GOODMAN**

2004 Correct.

2005

2006 **TODD BICE**

2007 And that was a request that came to me from Mr. Jerbic, through the, or from the Mayor, through
2008 Mr. Jerbic, to me.

2009

2010 **MAYOR GOODMAN**

2011 Correct.

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2012 **TODD BICE**

2013 So when I say, in isolation, that 30 days, I'm – not trying to be disrespectful to anyone. I'm just
2014 informing, and I don't think the Mayor even knew that about the court schedule. So that's the
2015 reason why we're – here saying, Madame Mayor, I can't accommodate her request.
2016 I would normally, I have a great deal of respect for the Mayor, as I do for all of these Council
2017 members, and the City Attorney and I have known each other for 20, plus, years, that type of a
2018 request would ordinarily be granted by me at the drop of a hat, because, I, and I even said that to
2019 – the City Attorney. But it can't be on these circumstances because of the schedule and the
2020 developer's insistence upon a particular trial date. It's just —

2021

2022 **MAYOR GOODMAN**

2023 Mr. Bice, could I ask you, I mean I should know this answer, but I don't.

2024

2025 **TODD BICE**

2026 Yes, Madame Mayor.

2027

2028 **MAYOR GOODMAN**

2029 In asking for a – change of date on that, on the hearing, or whatever the piece is, who does, who
2030 makes that decision, just the judge themselves?

2031

2032 **TODD BICE**

2033 No.

2034

2035 **MAYOR GOODMAN**

2036 Or does it have to go through a process? I mean, if in fact you were in a position that you wanted
2037 to, is it possible to pick up the phone, call the judge and say: We have an issue here. Can we
2038 delay all of this an additional month? Is that a possibility or no?

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2039 **TODD BICE**

2040 I – have every expectation, I'd leave this to Mr. Jerbic to address it on behalf of the City. I have
2041 every expectation that Judge Allf would do, essentially, if the parties stipulated that the trial date
2042 would not happen before a certain date so that there could be a stand-down period, I – feel with
2043 90, plus, degree confidence that Judge Allf would be happy to approve that, because, like you
2044 Mayor, I'm sure a decision-maker, they're always happy to see a resolution, so that they don't
2045 have to make a decision. It's just – the nature of the beast. All right. Judges are no different than
2046 City Council members in that respect.

2047

2048 **MAYOR GOODMAN**

2049 So, my, thank you. In moving this, if it's possible, Mr. Jerbic, I mean is this, who would make a,
2050 such, the phone call? Would it be Mr. Bice? Or – make this request of –

2051

2052 **BRAD JERBIC**

2053 First of all, let me say everything Mr. Bice said is correct. The –

2054

2055 **MAYOR GOODMAN**

2056 Thank you.

2057

2058 **BRAD JERBIC**

2059 Because, if – the trial is affected by the discovery, he is exactly correct, the trial would have to
2060 be moved, too. I know that the City would agree to that. I believe Mr. Bice would agree with
2061 that. What we would typically do is just a stipulation written, submit it to the court, ask that the
2062 trial date be moved. But there's, that's – two of the three players here. The third player is sitting
2063 in the audience, and, so, I didn't mean to put anybody on the spot. That's, it's gonna require all
2064 three parties to agree to that, Your Honor.

2065

2066 **TODD BICE**

2067 So, I had other things to say, Mayor, but I know you have heard them.

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2068 **MAYOR GOODMAN**

2069 Thank you. Bless you.

2070

2071 **TODD BICE**

2072 And I'll – leave it to others, including Mr. Buckley, to address some of the other points.

2073

2074 **MAYOR GOODMAN**

2075 Thank you.

2076

2077 **TODD BICE**

2078 So, unless you have further questions for me –

2079

2080 **MAYOR GOODMAN**

2081 Well, the only question I would have –

2082

2083 **TODD BICE**

2084 Yes, Ma'am.

2085

2086 **MAYOR GOODMAN**

2087 You know, give me an inch, and I want five inches, and then I want more than that. Now that

2088 that little possibility is out there to move the date, who do we need to ask if they would be in

2089 agreement to that?

2090

2091 **BRAD JERBIC**

2092 The Applicant.

2093

2094 **MAYOR GOODMAN**

2095 The applicant.

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2096 **TODD BICE**

2097 Yes, Ma'am.

2098

2099 **MAYOR GOODMAN**

2100 Does the applicant , you would agree, you and your –

2101

2102 **TODD BICE**

2103 Let me just confer, but —

2104

2105 **MAYOR GOODMAN**

2106 Okay. And then would you come back and let us know if you would agree.

2107

2108 **TODD BICE**

2109 I would.

2110

2111 **MAYOR GOODMAN**

2112 And then. Yes, Sir. Your name, please. You've been very patient. Thank you.

2113

2114 **DINO REYNOSA**

2115 Madame Mayor, Council members, first of all, I want to say, I'm not a lawyer.

2116

2117 **MAYOR GOODMAN**

2118 Thank God –. We're surrounded by them. And your name, Sir, please.

2119

2120 **DINO REYNOSA**

2121 My name is Dino Reynosa. I represent Seven Maksin. He is the CEO of Moonbeam Capital

2122 Investments. We own 14 million square feet of commercial, retail, and luxury properties across

2123 the U.S. We're also the indoor largest malls (sic).

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2124 **MAYOR GOODMAN**

2125 You want to invest downtown?

2126

2127 **DINO REYNOSA**

2128 We're trying, for the right price.

2129

2130 **MAYOR GOODMAN**

2131 Okay. Where is Bill Arent?

2132

2133 **DINO REYNOSA**

2134 Mr. Maksin is a – resident of Queens, One Queensridge Place. We own two suites there. We own
2135 a suite on Tower Two, and we also own the penthouse at the very top, which is called The
2136 Crown Jewel. It's the biggest one there. And so with that being said, we can honestly say that we
2137 have a bird's eye view of the entire dried, dead golf course.

2138 And, honestly, when you walk out to that terrace, that's one of the first things we see. So, it's – an
2139 eyesore. You know, it's a very (sic) concern for us. And being one of the bigger owners of that
2140 tower, I'm here today to let you know that we fully stand by 100 percent for this developer,
2141 because us being developers ourselves, I'm also involved in developments across the U.S., and
2142 we know the process.

2143 So, anything to beautify, to enhance, to increase, to – enhance that – community and that
2144 particular property is going to enhance us and our property value. I want to thank Councilwoman
2145 Fiore for looking out for us, because I feel like you're talking to us. You know, we're, it's a big
2146 concern to us. So, I just want to let you know that we're here to stand by 100 percent for this
2147 developer and hope that you guys will consider approving this, and looking forward to what's
2148 going to happen in that property. Thank you.

2149

2150 **MAYOR GOODMAN**

2151 Thank you. Will you be sure to call the Mayor's office and come see me about downtown
2152 development?

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2153 **DINO REYNOSA**

2154 I will. I definitely will.

2155

2156 **MAYOR GOODMAN**

2157 Thank you.

2158

2159 **DINO REYNOSA**

2160 Thank you.

2161

2162 **MICHAEL BUCKLEY**

2163 Good afternoon, Mayor and Council people. My name is Michael Buckley, 300 South 4th Street.

2164 I have some documents that I want to put in the record, some analysis. One also is a copy of the

2165 Regional Open Space Plan that was approved by the Southern Nevada Regional Planning

2166 Commission in July 2006, which addresses washes, natural washes. And also, I – found this,

2167 which I thought was interesting. Down in Naples, Florida, there was a concern because of this is

2168 happening to other golf courses. And, as you know, this is not just the Badlands, this is other

2169 places in Las Vegas and – Henderson as well.

2170 In – Naples, the Board of County Commissioners put a six-month moratorium on any

2171 conversions until they studied it, and they actually came up with a separate ordinance to deal

2172 with golf course conversion. So there's just an article about this, and there was an actual

2173 ordinance adopted in Collier County.

2174 Let me, my points are a couple things. Number one is I don't think 30 days gets you anywhere,

2175 because you still need a general plan amendment. And this City Council, you will remember,

2176 actually the developer withdrew their General Plan Amendment last November without

2177 prejudice, and the City Council also denied a general plan amendment back in June for the 166

2178 acres. So, actually, under the City Code, you can't come back for another general plan

2179 amendment for another year after a denial.

2180 But, anyway, I think the 30 days without a –, an acknowledgement that you need a general plan

2181 amendment, it doesn't – work. Mr. Kaempfer mentioned comparable and compatibility, but you,

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2182 that's really irrelevant, unless you have the general plan amendment. This – property is PR-OS,
2183 as – it's been said.

2184 And, I think, one of the things, the City Council, the staff says, well, this is compliant because it
2185 is a walkable community. What that really, I mean, walkable is something that can be created.
2186 What this proposed Development Agreement is doing is wiping out a natural wash area. It is a,
2187 an arroyo. There are policies in the City Master Plan. The – actual, the design of Queensridge,
2188 according to the Master Plan, the design of the golf course has been instrumental in preserving
2189 the natural character of the land and controlling drainage through the property.

2190 In the Conservation Element of the City Master Plan, the City should continue to work with
2191 CCRFCD developers and other entities to ensure that natural washes are preserved and that
2192 drainage facilities are utilized as recreational and/or conservation areas where feasible. None of
2193 that is in this. This doesn't even acknowledge the fact that this is a natural drainage area.

2194 And not only does the Development Agreement permit, authorize 2,000 residential units within
2195 this area, that has been there since, as Councilman Coffin said, one of our first meetings since
2196 before Columbus, the development agreement actually permits the developer to pull grub and
2197 clearing permits and demolition permits right now, as soon as this is done, before there is
2198 approval of the master traffic study, before approval of the master sewer study, before approval
2199 of the master drainage study. This not only violates the Master Plan, but that's dangerous in a
2200 flood zone.

2201 I think the other thing that, one that I, being a lawyer, had to go back and look at this again,
2202 because one of the things that was, has been threatened, realistically, is that this is an R-PD7
2203 zone, and, therefore, they can build what, they can build seven and a half units per acre.

2204 According to the Univer', the Development Code, the City's Development Code, new
2205 development under the R-PD District is not favored and will not be available under this Code.

2206 That's the current code. So, if they – want to develop under R-PD7, according to the Code, that's
2207 not possible.

2208 A couple things on the, another thing, I wanted to mention –

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2209 **MAYOR GOODMAN**

2210 If I might, I'm gonna ask Mr. Summerfield to respond to that statement, please, while it's still
2211 hot.

2212

2213 **ROBERT SUMMERFIELD**

2214 Your Honor, just to be clear, in – 2011, when we adopted the Unified Development Code, we did
2215 retire the R-PD as a new Zoning District. Any existing R-PDs maintain their entitlements and
2216 their rights to whatever development they were approved at when they were originally zoned. So
2217 that – change in 2011 does not affect the zoning on this particular location.

2218

2219 **MAYOR GOODMAN**

2220 Thank you.

2221

2222 **MICHAEL BUCKLEY**

2223 Well, and of course, the other provision you may want to address as well, and that is, under the
2224 same – part of the Development Code, it says that single-family and multi-family residential and
2225 supporting uses are permitted in the R-PD District to the extent they are determined by the
2226 director to be consistent with the density approved for the District and are compatible. So they,
2227 that has to go, that goes back to the 4,297 units, and that, again, is in the R-PD area.

2228 Another thing I feel a need to point out is that this will not sit for 5 or 10 years. There are lenders
2229 who have loans against this property. We've all seen how that works. Sometimes a lender comes
2230 along, forecloses on property, and sells this to a new developer, and that developer can do
2231 something with the property. We saw that with the JW Marriott. The, okay.

2232

2233 **MAYOR GOODMAN**

2234 That is exactly my point, and that is very disturbing to me.

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2235 **MICHAEL BUCKLEY**

2236 But they don't sit around and wait. They're not going to wait 5 or 10 years for this property.

2237 They're gonna do something, because they've got actual money in there.

2238

2239 **MAYOR GOODMAN**

2240 I would hope from your mouth to God's ears, but I am very, very concerned that this is gonna sit

2241 because of all the issues that are involved in this at this point. So, I mean, that is my worry. And

2242 I think, again, to Councilwoman Fiore, she nailed it with talking about preserving the interests of

2243 the residents and the property values as this, as the developer walks away. You're not gonna get a

2244 line of people coming in here.

2245

2246 **MICHAEL BUCKLEY**

2247 Well, lenders are also interested in preserving the value, too.

2248

2249 **MAYOR GOODMAN**

2250 Well, they would be, but they wanna get their money out of it and get out of it, which leaves you

2251 the land as it is. It's very, very, very, very disturbing.

2252

2253 **MICHAEL BUCKLEY**

2254 One of the things that I – wanna go through a little bit is some of the provisions of the

2255 Development Agreement itself. First of all, I think George Garcia mentioned about the DINA.

2256 The Skye Canyon Development Agreement actually has the DINA attached to the Development

2257 Agreement. This does not. It's not referenced at all.

2258

2259 **COUNCILMAN COFFIN**

2260 What does DINA mean?

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2261 **MICHAEL BUCKLEY**

2262 That's the, where's George? It's the – document that you have to file when you are developing
2263 500 units or more. It's a requirement, it's a statutory requirement. Sorry.

2264

2265 **DOUG RANKIN**

2266 Yeah, it's – a Development Impact Needs Assessment. Those are required on any, certain
2267 developments. It allows other entities to be noticed, like the School District and the Water
2268 District and the Health District, so that they can comment on large developments of projects of
2269 regional significance required by state law.

2270

2271 **MAYOR GOODMAN**

2272 And as, what I understand, we've had School District input and the Water District. We've had
2273 those. But the developer, going along with certain other pieces, still has to resolve those.

2274

2275 **DOUG RANKIN**

2276 But it also goes to Clark County. It goes to 17 –, I believe, 17 other entities get to comment,
2277 including the Flood Control District, which is important here. They haven't had a chance to look
2278 at this yet. That's what a Development Impact Notification Assessment does.

2279

2280 **MICHAEL BUCKLEY**

2281 Thanks. The, one of the things that I commented at – an earlier meeting was the discretion of the
2282 developer. And certainly the Development Agreement, like Skye Canyon, the discretion of the
2283 developer to build the actual development, but as in Skye Canyon, there's actually milestones for
2284 what the City is getting out of it.

2285

2286 **MAYOR GOODMAN**

2287 But Skye Canyon is 1800, new acreage with; this is infill.

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2288 **MICHAEL BUCKLEY**

2289 They have, Skye Canyon has less discretion under their development agreement than this
2290 developer does.

2291

2292 **MAYOR GOODMAN**

2293 But it's all new area up in the northwest and a whole new project, and this is infill in area that is
2294 already surrounded by everything.

2295

2296 **MICHAEL BUCKLEY**

2297 Well, I think you would find people to disagree with the term infill, because this is actually a
2298 developed, piece of property. It wouldn't really be called infill. But —

2299

2300 **MAYOR GOODMAN**

2301 Okay. I mean, pardon the term. There has to be a real estate term that I'm unfamiliar with. The
2302 reality, I go back to the same thing, the developer walks, whata (sic) you got?

2303

2304 **MICHAEL BUCKLEY**

2305 Well, I think —

2306

2307 **MAYOR GOODMAN**

2308 That's all I care about. this is just, we're on the cusp of hopefully trying to get this to pull out and
2309 get it moving forward and create something wonderful if, in fact, the facts are real. And,
2310 otherwise, I am very concerned. There's not a person that lives out in that, what was a beautiful
2311 area that can sit and hold their breaths for the next developer to come in there. And so, all the
2312 things, if you've said you've submitted them, they are a matter of record, Mr. Buckley, and we
2313 appreciate it.

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2314 **MICHAEL BUCKLEY**

2315 The, one of the things, Your Honor, the, that is not even addressed in the Development
2316 Agreement is the vacation of the easement. That is something, and – it seems to me that the
2317 easement, which is down the middle of the golf course, which is public easement recorded when
2318 this was built, the Queensridge folks are beneficiaries of that easement. That's not addressed at
2319 all in this.

2320 The, but, I think –, you know, I think, one of the things that jumps out at you in this development
2321 agreement is a developer comes in and says: I'm – going to get this for 20 years. I'm going to
2322 have the right to develop this. I'm entitled for 20 years.

2323 What the tradeoff usually is, is the City says: Well, I want X, Y and Z. There's no X, Y and Z
2324 here. There are access roads to this community, but there is nothing really that the City is getting
2325 out of this –, as somebody's mentioned.

2326

2327 **MAYOR GOODMAN**

2328 Well, and I do think a lot of that has to do with the fact we're trying to get the two sides together,
2329 and then that would be part of that movement. But the reality is that if, in fact, we could get the
2330 sides together, then hopefully with the give and take, the residents will get behind we want to
2331 move this forward, where are the areas that we can help on easements, on different things, so it
2332 becomes one unified vision for the entire property, maintaining the property value of the owners
2333 of the properties that live out there in Queensridge. And if, in fact, it doesn't work, it doesn't
2334 work, and that's what I am hearing loud and clear. It's not gonna work, and so the developer is
2335 gone. And – then whata (sic) you have?

2336

2337 **MICHAEL BUCKLEY**

2338 I think, just to conclude, Your Honor, I think, I –, from what I hear, there isn't this thing that it's
2339 not gonna work. What I hear is that it has to be the right process, and so far there has not been
2340 the right process. There needs to be a general plan amendment and a major modification, and
2341 there are processes for that to work. And -

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2342 **MAYOR GOODMAN**

2343 That's good.

2344

2345 **MICHAEL BUCKLEY**

2346 – I'll conclude with that. Thank you.

2347

2348 **MAYOR GOODMAN**

2349 No, but that was wonderful, because those are the pieces, gently said, without all fire and

2350 passion, and things, that those are the pieces. How do we deal with that, to have it move forward,

2351 if we ever get these 30 days of peace and quiet to try and get one last hurrah going here before it

2352 becomes an immovable object, and it's just left as is?

2353

2354 **MICHAEL BUCKLEY**

2355 But unless the process is right, you're still gonna have that objection.

2356

2357 **MAYOR GOODMAN**

2358 That was very nice. So, please tell Mr. Jerbic, there. Thank you.

2359

2360 **PETER LOWENSTEIN**

2361 Madame Mayor, just for a point of clarification. The Unified Development –

2362

2363 **MAYOR GOODMAN**

2364 And you are?

2365

2366 **PETER LOWENSTEIN**

2367 This is Peter Lowenstein, the Planning Department. The Unified Development Code has a

2368 general provision in its Application sections, which address the Development Impact Needs

2369 Assessment as well as projects of regional significance. They are distinctly different. One is

2370 governed by NRS and has certain thresholds, which this does not meet, and the other one is a

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2371 project of regional significance, which then defers to the Definition section of our Code, which
2372 also is wrapped up with the language of unless a general plan amendment rezoning or mapping
2373 action would exceed the unit threshold, the Development Agreement is neither of those
2374 applications.

2375

2376 **MAYOR GOODMAN**

2377 Thank you. Important information.

2378

2379 **SHAUNA HUGHES**

2380 Hi, Mayor, members of the Council, Shauna Hughes, 1210 South Valley View, Suite 208. I
2381 represent the Queensridge HOA and have a very few (sic) brief comments. I appreciate what
2382 you're trying to do, I do. And as you know, as I've stated it before, I believe there is a deal to be
2383 made. I have always believed there's a deal to be made. And – although I am an extraordinarily
2384 patient woman, normally, I'm kind of out at this point with patience, because I have gone to
2385 meeting after meeting after meeting at your direction, actually, and no progress was made.

2386

2387 **MAYOR GOODMAN**

2388 And we do thank you. We do thank you.

2389

2390 **SHAUNA HUGHES**

2391 And no progress was made. And I had hope of, had high hopes, actually, that progress would get
2392 made, but it didn't. So, I'm never gonna say never. I would never walk away from a negotiation,
2393 but it's been a frustrating experience to this point. And – there's one key factor here that we
2394 almost gloss over, and I wanna focus back on it, and that issue is density.

2395 I'm gonna give you just a couple of numbers to put into – perspective my issue on density. The
2396 Orchestra Village, which is the project you approved not too long ago, adds 435 multi-family
2397 units on 17.49 acres, for a density of 24.87. Queensridge Tower, the new, the one that's not built
2398 yet, has an entitlement to 385 units on 19.7 acres for a zoning designation of 19.54. Tivoli has

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2399 apartments, 300 approved on 28.43 acres, which is a density of 10.55. Calida just recently got
2400 approved across the street for 360 multi-family units on 15 acres, for a density of 23.08.
2401 What this developer is asking for just, and I'm trying not to bore everybody to sleep here, but
2402 there's some context I think that's necessary, they're asking for 1,684 additional multi-family
2403 units on 47.58 acres, for a density of 35.39. That is not compatible or even close to the next
2404 lowest density down at 24; 35.39 multi-family units per acre is what is being asked for. That has
2405 been the problem from day one. That continues to be the problem today, and it is the problem
2406 that was not addressed in any of the negotiations that I personally attended when the unit count
2407 was that, basically, just not open for discussion.

2408 And I know from my conversations with Brad that he has attempted to push the limit on
2409 lowering the multi-family unit count and, to no success. Actually, just the answer is no. Well,
2410 what kind of a negotiation is that? This is our concern and this is why. Not, we're not concerned
2411 out of the blue; we're concerned because it doesn't go with anything in this area at all.
2412 Plus, right now, you've got 1,480 multi-family units in that area approved. Adding 1684 leaves
2413 us with 3,164 additional multi-family units in a very, very small area of property. That is a
2414 ridiculously large number of multi-family units for, not only for this area, honestly, for any area.
2415 And – as much as I would love to keep working on this for 30 days, and I will from the beach,
2416 however, we've got, we can't, I just can't, I can't continue charging my clients to go to a meeting
2417 where I say, again, the multi-family unit count is excessive, to be told, too bad, we have to have
2418 it. This is not my idea, I don't think anybody's idea of good faith negotiations. And I'm not
2419 accusing anybody of not acting in good faith, I'm just trying to put out my frustration about what
2420 has not occurred to date.

2421 There are portions of the proposal that people do like, that people could embrace. There are
2422 portions that, with some more detail, might be embraceable. These numbers are never
2423 embraceable. They're impossible to embrace at this level. It'll change the entire character and
2424 community of that neighborhood, and the surrounding neighborhood, for that matter. To say
2425 nothing of what it will do to the schools. The traffic will be a nightmare. And I know the going
2426 theory is throw some money at it, we can fix the streets. But there's no money to throw, and the
2427 money that needs to be thrown is not being required of the developer who's creating the need.

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2428 This business of not getting the Water District easement and that having been known for a year
2429 and without it your own traffic people say this Development Area 2 and 3 can't be built, what has
2430 this been about? What kind of game has that been? It feels very, very, it feels very problematic to
2431 me. And I'm not gonna, even though I'm a lawyer, I hate to admit it at this particular meeting,
2432 but, I'm not gonna go over the procedural details, which are legend, honestly.

2433

2434 **MAYOR GOODMAN**

2435 Thank you.

2436

2437 **SHAUNA HUGHES**

2438 But I'm telling you —

2439

2440 **MAYOR GOODMAN**

2441 We do thank you for working, and I know you've done it genuinely and selflessly of time too,
2442 and we're very grateful for that.

2443

2444 **SHAUNA HUGHES**

2445 Well, only because I really thought, and I continue to think, there is a wonderful opportunity
2446 here. But throwing 1684 apartments into this existing Queensridge is not the answer, and it's
2447 never gonna be the answer. So, if there isn't a legitimate basis upon which to discuss that, I don't
2448 know where we go.

2449

2450 **MAYOR GOODMAN**

2451 Thank you. There's a point of clarification. Councilwoman Fiore.

2452

2453 **COUNCILWOMAN FIORE**

2454 Yes. So, as we go back and forth and as I hear the attorneys talk about how our staff doesn't
2455 know what they're talking about, I also am hearing that the flood, I want the point of clarification
2456 on the flood zoning, because, as people watch the City of Las Vegas City Council and they're

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2457 thinking, oh my God, this contractor is gonna build in a flood zone. Can you clarify that last
2458 statement? Because I believe they have to go through a big process and get approved.

2459

2460 **BART ANDERSON**

2461 Yes, Mayor, through you, Bart Anderson, Public Works. No construction can occur in a FEMA
2462 flood zone without first applying to FEMA for what's called a letter of map revision to have that
2463 area removed from the flood zone.

2464 Beyond that, any drainage easement, whether it's FEMA or not, if the City owns a drainage
2465 easement, you can't put any structures, any habitable structures of any kind in it without first
2466 vacating that easement, and in order to do that, you have to have a drainage study showing where
2467 the water is going and what you're gonna do with it.

2468 We do have requirements in the Development Agreement that they do those things before any
2469 construction activities can happen. So, I guess I'm a little bit at issue with what was said, that
2470 they could go and build in a – drainage easement. They can't.

2471

2472 **MAYOR GOODMAN**

2473 Cannot. Thank you.

2474

2475 **SHAUNA HUGHES**

2476 Thank you, Mayor.

2477

2478 **MAYOR GOODMAN**

2479 Thank you so much.

2480

2481 **FRANK PANKRATZ**

2482 Mayor, Frank Pankratz, 9103, Number 801, Alta Drive. It's really hard to sit here. The staff had
2483 worked for two and a half years, meeting with us weekly to come up with the agreement. The
2484 neighbors didn't like it. We got their input. Mr. Jerbic, Mr. Perrigo met with the neighbors. They
2485 came back. We made changes, changes, changes. We went through Mr. Buckley's 40, plus 41

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2486 comments, after Mr. Jerbic and his team went through them. And, the ones that needed to be
2487 changed that were appropriate, we changed the Development Agreement. And the ones that
2488 weren't appropriate, there were some that were in there that were irrelevant, things like we hear
2489 the numbers that Shauna Hughes just mentioned. They're wrong. And we've corrected her in the
2490 past, and I've sent her sheets. I tabulated and I showed her what the densities are and aren't. Here,
2491 today, she stands before you and gives you incorrect information.
2492 We hear the traffic study hasn't been approved. We have an approved traffic study. The City
2493 worked really hard at it. It wasn't just the professional engineers, the G.C. Wallace Engineering,
2494 that licenses were on the line when they prepared the traffic study. It – was turned over to the
2495 City. The City gave it to Parsons Brinckerhoff, who had done, in 2006, the Rampart Corridor
2496 Traffic Study, and Parsons Brinckerhoff were satisfied with it. Then, the City staff, with their
2497 profession on the line, reviewed the traffic study and approved it when we were at 3,080 units.
2498 Today, we're at – much less. So, if it worked for 3,080, we know we've got some work left to do.
2499 But, here's why we're in the problem. We keep, repeatedly, in front of you and the Planning
2500 Commission and staff, all these incorrect pieces of information when we've previously pointed it
2501 out and pointed it out to these folks, and, it's just not right, and it's not fair. Thank you.

2502

2503 **MAYOR GOODMAN**

2504 Thank you so much. You've been waiting patiently. Please do say your name for the record, and
2505 welcome back.

2506

2507 **RAYMOND FLETCHER**

2508 Good afternoon, Mayor, members of the Council. Mayor Goodman, your passion –

2509

2510 **MAYOR GOODMAN**

2511 Your name.

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2512 **RAYMOND FLETCHER**

2513 I'm sorry. I'm used to you all knowing me. Raymond Fletcher, for the record. How you doing,
2514 Councilman?

2515

2516 **MAYOR GOODMAN**

2517 He's been teaching. Yes, Sir.

2518

2519 **RAYMOND FLETCHER**

2520 Your passion, I was sittin' in the back, just chilling. Councilman Anthony caught me playing
2521 golf earlier. But your passion is what caused me to come up here, your – drive to get something
2522 done. And Yes, Sir. it reminds me of why I got involved in politics, why I got my degree. Now,
2523 I'm gonna go in a different direction here than everybody else that's been coming up.

2524 From what I've ascertained, is you need some kind of amendment to a plan that exists. So, you,
2525 what I've also heard is people claiming, I don't know if it's factual or not, but staff has been
2526 providing you and the Council members inaccurate or false information. If that is correct, and it's
2527 causing us to go into litigation, as a taxpayer, I don't want my tax money paying for another
2528 lawsuit. We have enough of those already today. What my suggestion would be is this. If we
2529 truly need to get some kind of amendment going from a City 2020 Plan, let's start there. That'd
2530 be my first step.

2531 Secondly, who turned the water off? Why does it look like a desert? Maybe you need to cast
2532 blame there.

2533 Thirdly, who, what do the residents of this community want? Ma'am, can I come into your home
2534 and tell you what to do with your living room? Absolutely not.

2535

2536 **MAYOR GOODMAN**

2537 I would hate it.

2538

2539 **RAYMOND FLETCHER**

2540 And I would never disrespect you as such.

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2541 **MAYOR GOODMAN**

2542 Thank you.

2543

2544 **RAYMOND FLETCHER**

2545 Much like we shouldn't have somebody coming into our neighborhood, our community dictating
2546 what these people have, what they want.

2547 And, finally, if I disparaged you or anybody on the Council, calling them an anti-Semite, or
2548 anything like that, I, as a human being, could not in clear conscience work with someone like
2549 that. Because if I disagree with you and you're gonna start calling me names, what happens when
2550 Councilwoman Fiore disagrees with me? What happens when Councilman Barlow disagrees
2551 with me? What happens when Mayor Pro Tem Tarkanian disagrees with me?

2552 Are we gonna start calling each other names? Are we two years old? We're adults for crying out
2553 loud. And to have people like this in our community, setting the example like this for our kids?

2554 So these are grown adults. These are planners. These are people that come develop our
2555 community, and they're gonna call our elected officials names. They're gonna start smear
2556 campaigns, because they're gonna not agree with the position, because you may have changed
2557 what you said today from what you said last week.

2558 Now, I – am –, sincerely, I am a common-sense guy, and, with all these lawyers, with everything
2559 going on, the two years, the water being shut off, the people being forced to take something they
2560 don't want, and I know you're not gonna like this because it's been two years, but why not start
2561 on page one?

2562 Get the plan in place that you need. Get your guidelines in place that you need. Get your
2563 ordinances in place that need to be in place prior to, and then let's not go into a community and
2564 dictate what they need. Let's ask them: What would you like? This is our city, Ma'am. We need
2565 to work together. We need to do a better job of working together. We need adults to come to the
2566 table. We need people, as Councilwoman Fiore said, to get their egos out (sic) the way.

2567 Look, I'm a – guy, I'm only one of 150 people in the entire world. I could roll around angry as all
2568 can be with the ignorant comments I get told every day, with the ignorant stares I get at the bus
2569 stop, rolling up the street, whatever. I don't, I try to take that negativity, and okay, that person

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2570 just doesn't understand what it's like to be me. That person just doesn't understand the challenges
2571 I'm going through. Okay, so maybe these people behind me don't know what the community
2572 wants. Maybe they should ask them, instead of dictating what they want.
2573 There's my suggestion to you, Madame Mayor. I know you want to move forward on this. And
2574 like I said, I thank you for your passion.

2575

2576 **MAYOR GOODMAN**

2577 Thank you – as always.

2578

2579 **COUNCILWOMAN TARKANIAN**

2580 Madame Mayor?

2581

2582 **MAYOR GOODMAN**

2583 Yes, please, Mayor Pro Tem?

2584

2585 **COUNCILWOMAN TARKANIAN**

2586 Could I just, you know, what he said just brought to my mind what I've been thinking up here,
2587 and that is why did you pull the work you were doing on the GPA? Was the GPA needed, Mr.
2588 Jerbic?

2589

2590 **BRAD JERBIC**

2591 The Code requires that at some point in time there be an application to synchronize the zoning
2592 with the General Plan. And they don't have to be necessarily simultaneous. But if you want them
2593 to be, it could be. All we're saying is that I don't know, I can't remember why it was pulled in
2594 November. The one that was denied in January, or whenever the 61 were denied, it could come
2595 back, because it wouldn't be that same GPA. You could bring a GPA for the whole project back
2596 anytime you wanted to.

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2597 **COUNCILWOMAN TARKANIAN**

2598 Well, this is what I'm wondering. It takes 90 days we were told today for a GPA, and I'm
2599 thinking 90 days? How quickly we could have gone through that. And yet, this is really the key
2600 point of one side of this issue. They don't have a GPA, so it wasn't started right, so it's not right,
2601 and this goes over and over and over again. Why didn't they get the GPA?

2602

2603 **BRAD JERBIC**

2604 Let me turn to Mr. Perrigo as well. Please, Tom.

2605

2606 **COUNCILWOMAN TARKANIAN**

2607 I'm sorry, Sir. I just had that in my head.

2608

2609 **TOM PERRIGO**

2610 No. Thank you, Madame Mayor. So just, maybe a little bit of background. The Master Plan,
2611 really is, has a few jobs. It establishes the vision for the future development of the City. It
2612 establishes goals and objectives for how that vision will be carried out and the – community will
2613 be developed. And it establishes land use designations, which set density. And that's really what
2614 the Master Plan does.

2615 So, as the Code requires and as staff and Council always ask, that the zoning and land use be
2616 consistent. In this case, the zoning district includes the density. The application was consistent
2617 with the zoning and the density that's contained within – the zoning.

2618 So, this, and – overall in – this area, the original Master Plan, back in 1985, showed a residential
2619 neighborhood development and service and general commercial. The zoning came along in
2620 1990. In 1992, the plan was amended, and it showed open space that roughly followed where the
2621 golf course was anticipated to be. And then in 2005, it was changed again to reflect where the
2622 golf course is, and it was given PR-OS.

2623 So, with all that, sort of as background, the way that staff evaluated this, and I'll ask
2624 Mr. Summerfield or Mr. Lowenstein to add to this as well, is that given the densities embedded
2625 in the zoning, and given that the zoning has existed for a number of years, 27 years with that

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2626 density, that although, yes, as the Staff Report reflects, a general plan amendment is – something
2627 that would be requested and that should come along to make the two consistent, as Mr. Jerbic
2628 stated and as has been said repeatedly, the opinion of staff is that the applicant has a right to
2629 come forward and request development under – the zoning.

2630

2631 **COUNCILWOMAN TARKANIAN**

2632 See, the question I have is that I've been hearing this GPA thing for months. For months. If
2633 that's, if they brought that up, if this one side brought up the GPA situation early on, why didn't
2634 the other side get the GPA thing? And why didn't we say, hey, you've got to get it eventually? So
2635 why wouldn't they have gotten it early on? Am I missing something here?

2636

2637 **BRAD JERBIC**

2638 Yeah.

2639

2640 **COUNCILWOMAN TARKANIAN**

2641 Okay.

2642

2643 **BRAD JERBIC**

2644 I will tell you what I think is missing here. There are, obviously, different opinions that you've
2645 heard. And – the real question is, I'm going to be really blunt. Do you trust your staff or not? The
2646 Staff here has literally read the Code, gone through the Code, has literally interpreted it, I think,
2647 right down the line. I think there are areas of the Code that are less than clear sometimes and
2648 areas of the Code that I think Tom is exactly right. The zoning had been in place here for 27
2649 years, so the Development Agreement goes forward. It's a desirable thing, a very desirable thing
2650 to have the Master Plan, the General Plan, same thing, synchronized with the zoning, and they're
2651 not in sync right now. And at some point in time, an application will come forward to
2652 synchronize them. And you'll vote for it or you won't. But the fact is, if you didn't even have a
2653 general plan amendment that synchronized the General Plan with the zoning, the zoning is still in
2654 place, and it doesn't change a thing.

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2655 I think, to me, and this is my personal opinion, Councilwoman, this is a red-herring argument. I
2656 do not think that this is dispositive of anything that's relevant to this Council, because I think
2657 you're being asked, quite honestly, to be lawyers or judges and look at a legal case instead of a
2658 development agreement.

2659 And I think the real question before you is: Is this development agreement something you think
2660 is compatible with this neighborhood and is it good? And the rest of the stuff, when it comes to
2661 the law and when it comes to planning, there, it will either be faith that staff has done their job or
2662 not.

2663 But I think the real question for the Council is not to sit here as judges when it comes to the legal
2664 issues. I think the real question here is to say: Did we get it right? Are the numbers right? Is the
2665 density right? Are the setbacks right? If they're not, then don't vote for it.

2666

2667 **COUNCILWOMAN TARKANIAN**

2668 And, Mr. Jerbic, I'm not a lawyer, so I didn't take that as a legal issue so much. I'm – involved
2669 with GPAs all the time, and we all are on this Council. So, I don't consider that in, necessarily
2670 just with legal. I – it might be a legal thing, but it's where we make judgments and we make
2671 recommendations. Are you telling me then the zoning for where the golf course is, that PD, what
2672 is it?

2673

2674 **BRAD JERBIC**

2675 R-PD7.

2676

2677 **COUNCILWOMAN TARKANIAN**

2678 R-PD7, is, it's consistent with the number of units they would be having throughout? And I'm not
2679 just talking in the area of the flood plains. I'm talking in the other.

2680

2681 **BRAD JERBIC**

2682 That's a planning issue, so I'm gonna let Tom answer that.

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2683 **TOM PERRIGO**

2684 The answer is, yes.

2685

2686 **COUNCILWOMAN TARKANIAN**

2687 So, it would be. That's the strangest thing, because, you know, as, and that's why I probably need
2688 additional time in this. But as I read some of this, I – read that they were supposed to have a –
2689 view, not necessarily what the law says you, you know, the vision, you have to have your, but,
2690 it's what do you call it, space. And that's why I'm not quite understanding this. But I'll – be quiet
2691 and try to learn.

2692

2693 **BRAD JERBIC**

2694 I'll add one final comment, and I think Mr. Bice will agree with this too –

2695

2696 **COUNCILWOMAN TARKANIAN**

2697 I'll just keep trying to learn, that's all.

2698

2699 **BRAD JERBIC**

2700 Don't, I wouldn't, in this discussion, say because lawyers say this or lawyers say this, even
2701 myself, that doesn't mean that your discretion isn't involved in looking at whether or not this is a
2702 good deal. That's ultimately what you're here for. If we did our job right as lawyers, it doesn't
2703 mean it's a deal that you should approve.

2704 It means it's a deal that's up for your consideration because it meets legal requirements, and it
2705 may meet also planning requirements. But there's nothing in any of my suggestions about general
2706 plan amendments or anything else that says that controls your decision making, and you should
2707 do it. If, that, it's, totally within your discretion. That's what you're here for.

2708

2709 **COUNCILWOMAN TARKANIAN**

2710 I also wanna say that I trust our staff, but I also disagree with them sometimes, because when
2711 you talk about comparable and compatible, you know, issues come up. Even in my little ward

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2712 that doesn't have these grand things, we have things where that happens, where maybe certain
2713 things don't go in certain places. So, those are things I think you have to consider.

2714

2715 **BRAD JERBIC**

2716 Yeah, and we agree, too. And I – will say I agree with Shauna and everybody else that has said
2717 it, that's up to you to decide, not me, whether 2100 units is compatible with Queensridge.

2718

2719 **COUNCILWOMAN TARKANIAN**

2720 Right. Again, Mayor, if I just might add, please, that that's another reason why I – agree with
2721 Councilwoman Fiore and the Mayor on needing additional time. Today is August 1st, 2nd; isn't
2722 it? August 1st is when I finally – got something that gave me information that I knew was out
2723 there someplace on the traffic problem, on the additional gateway in, and things along that line.
2724 Plus, I got the large amount from Yohan's group. The Navy SEAL. I got, I couldn't read it all. It
2725 was very finely done, and I was trying to read it. So that's why I agreed in the delay too. And I'm
2726 done now, Mayor. And I apologize.

2727

2728 **MAYOR GOODMAN**

2729 No, thank you. I mean, we do have someone who has been a Navy SEAL. So kudos to you for
2730 surviving that. Yes, please, your name?

2731

2732 **RICK KOST**

2733 My name is Rick Kost, 9813 Queen Charlotte. I live on the golf course. I've lived on it for 17
2734 years. I have a view of three holes. It's brown now, but I still have my view. My property values
2735 are more with a problem because somebody might live behind me, not because it's brown. My
2736 view is excellent, pretty. It can stay brown. That's, and a lot of residents think that way.

2737

2738 **MAYOR GOODMAN**

2739 Good.

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2740 **RICK KOST**

2741 Because my view is maintained. The uncertainty on property values is, I'm gonna have a bunch
2742 of homes living behind, and they don't know how many. That seems to be the question that
2743 people ask, not because the water is turned off. Even though it's unsightly, on/off.

2744 But Mayor, I want to hold you to one thing you said a long time ago. When this meeting and this
2745 all comes together that the HOA or the people living there get to vote on it, and you wanted a
2746 high consensus, I remember 80, 85 percent coming off your list, I hold you to that. No matter
2747 what we have, that the residents get to vote and give you, the people that live there, not the
2748 different wards, not the different areas, but the people that live in Queensridge get to vote on
2749 this, get their opinion.

2750 All of you have great opinions and weigh in, are concerned of property values and taxes, and
2751 that, but the residents should vote. This is a development inside a development with its own
2752 HOA. It's a strange bird that everybody's at odds with.

2753

2754 **MAYOR GOODMAN**

2755 Yes, (inaudible) –

2756

2757 **RICK KOST**

2758 But you said and everybody's trying to speak for us. I'm not a lawyer. I'm a resident that's been
2759 there a long time. And I assure you there's a lot of different opinions. We're as diverse as this
2760 Council is.

2761 But the one thing is true. I still have my view, and I'd like to keep that view as best I can or
2762 minimize it, or at least have the opportunity to put a vote down as one person out of a thousand
2763 and give my opinion, because that's really what I think you want in a final analysis, the people
2764 that have to live with this development, not the ones building it, the ones that have to live there.

2765

2766 **MAYOR GOODMAN**

2767 Well, my hope is that with Councilman Seroka, that he would know your feelings, and that's
2768 what we've all been inundated with emails, phone calls, visits. And so my sense is, but I keep

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2769 going back to the same issue, that you may not even have a significant vote, because the
2770 developer may walk away. And then what you're left with, that is what's bothering me, and to go
2771 again one more time, that's what I'm worried about. I mean, the ideal thing is to get everybody to
2772 give the 15 percent and, but it doesn't sound like it's going to happen.

2773

2774 **RICK KOST**

2775 Right, and – I'd agree with you –

2776

2777 **MAYOR GOODMAN**

2778 It doesn't sound like it.

2779

2780 **RICK KOST**

2781 And – we appreciate your concern. It appears, we don't have that same concern.

2782

2783 **MAYOR GOODMAN**

2784 Well, I mean, I think it would be wonderful if we could get consensus from all the residents. I
2785 don't know if there ever has been a survey, because we have found, and this is just through
2786 conversation with either Mr. Perrigo or Mr. Jerbic, how often are you having a meeting that you
2787 have new people continuing to come in, or somebody will come to one meeting, then miss the
2788 next four and need to come back up to speed, have missed everything.

2789 And so, to me, to go ahead, I mean, you might be able to come up with different scenarios and
2790 get that master list of residents and say: Do you wanna leave it as is? What if the developer
2791 walks away from this? Is there a consensus among us that we can know that we will all pull
2792 together for 85 percent of us? Because I don't think you have it. I don't think you have it on
2793 anything. If you have a 50 percent consensus on something, I'd be shocked. So, but thank you –
2794 Okay. You have the answer, Mr. Bice.

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2795 **TODD BICE**

2796 I do –, Mayor. So, in respect of your request and Councilwoman Fiore's request, here's what I
2797 could agree to. And, unfortunately, Brad, the City Attorney isn't present right now. But, I – could
2798 stipulate to the 30-day, I don't know what 30 days gets you, but if it, I could stipulate to a 30-day
2799 stay of all litigation. I won't take anybody's depositions. I won't do anything. Okay? I could
2800 stipulate to that, but the – trial, obviously all the deadlines would have to be pushed off, and the
2801 trial date could not happen. Here's – the City Attorney.

2802

2803 **MAYOR GOODMAN**

2804 Okay. Could you, I'm sorry to ask you to repeat it.

2805

2806 **TODD BICE**

2807 Brad, what I, I've gone back to look at the schedule. What I could agree to is a 30-day, if that's
2808 all you wanted, if you want more than that, we can certainly work that out, I could agree to a 30-
2809 day stay, no discovery, no briefing, no nothing. In other words, just complete stay of all the
2810 cases. The trial date, though, in the first filed action would have to be some time after December
2811 1 then, because in order to, you know, we're already in August, that would get us to September
2812 1st. To finish up the discovery, etc., it would have to be sometime after December 1. I, obviously,
2813 do not know what the court's schedule is. So I could agree –

2814

2815 **BRAD JERBIC**

2816 (inaudible)

2817

2818 **MAYOR GOODMAN**

2819 Microphone on.

2820

2821 **BRAD JERBIC**

2822 Sorry. I would say, on behalf of the City, as party defendants, we would agree to that if that's
2823 what the Council wanted. So we have no problem with that.

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2824 **TODD BICE**

2825 Yeah, so we can agree to that. Oh, I'm sorry –

2826

2827 **FRANK PANKRATZ**

2828 Mr. Bice, could I make a suggestion? How about, because your clients have sued the City and us
2829 as the applicant, why, could you suggest just drop the lawsuits rather than just abey them?

2830

2831 **TODD BICE**

2832 Mr. Pankratz, I – can understand why you would want that, but that cannot happen. That cannot
2833 happen under the law.

2834

2835 **MAYOR GOODMAN**

2836 Thank you, Mr. Bice. I don't know where we go. Mr. Jerbic, where does this go, then?

2837

2838 **BRAD JERBIC**

2839 At this point in time, it's probably necessary to hear from the applicant whether or not they
2840 would agree to that, and if they wouldn't, it takes all three to make that happen. Let me put it this
2841 way. We're just removing an obstacle to that being an option for you. If – the applicant doesn't
2842 agree to it, they only have two parties agreeing to a continuance. You don't have three, then
2843 we're kind of back to the observation I made at the beginning. I don't know that I would put a lot
2844 of hope in that – continuance. If you expected an agreement, I wouldn't expect that would be
2845 productive.

2846

2847 **COUNCILMAN COFFIN**

2848 Your Honor, there's a fourth party.

2849

2850 **MAYOR GOODMAN**

2851 Thank you. Well, Mr. Bice, thank you. I mean, we have, I see part of the team, the
2852 developer/applicant team, but one just went out the door.

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2853 **COUNCILMAN COFFIN**

2854 Judges – have a party here too. They are a party. They have calendars. They may not want to
2855 change their calendar. It may not fit with all the other cases they've gotta handle. There's a good
2856 chance that we might talk all about it here, and it doesn't do any good.

2857

2858 **RONALD IVERSEN**

2859 Hi.

2860

2861 **MAYOR GOODMAN**

2862 Hi there.

2863

2864 **RONALD IVERSEN**

2865 Mayor Goodman and City Council members. My name is Ron Iversen, 9324 Verlaine Court in
2866 Queensridge. I'm the Treasurer on our Association's Board of Directors. And I have several
2867 comments from our – Board.

2868 First, we would ask for a denial of the current Development Agreement, or, at the very least,

2869 continuance of the development agreement crafting process. As outlined by our lawyer, the

2870 Development Agreement still contains real concerns of the Queensridge community and is not

2871 mature enough yet to represent a comprehensive agreement to last for the next 20 years.

2872 Second, the Board has met with the developer and Brad Jerbic on several occasions and believes

2873 it is the best conduit of information to and from the entire Queensridge community in this

2874 development agreement process. We have several resident groups that have met with Brad Jerbic

2875 to voice their concerns, discuss viable options. We only see the concerns of Tudor Park partially

2876 addressed in the current Development Agreement, not Ravel Court or Fairway Pointe or others.

2877 Third, and this is hopefully something that will be nice to, for you to hear. Third, we have

2878 developed a community survey, ready to release this week, that would address the key concerns

2879 of our community, and we would like time to – receive quantitative information and community

2880 input to provide to the City to aid the development agreement process.

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2881 These concerns include total density cap, density distribution, development in Development
2882 Area 3, perimeter landscaping before development construction, maintenance of the golf course
2883 during development construction, and if I may add, please get the water turned back on, it looks
2884 horrendous, development of site security because the developer still doesn't have a security
2885 concern in place, use of Queensridge entrances and land and roads, and then flood plain impact.
2886 We are very aware of the importance of the Development Agreement to our property values and
2887 our future in Queensridge. It's disconcerting that, to date, we've not been able to craft an
2888 agreement that addresses our, we believe, very reasonable and realistic concerns. We urge you to
2889 continue or deny the current agreement process as insufficient and continue writing an
2890 agreement that makes sense for all of us and is consistent with every development agreement in
2891 the value, in the Valley that's been approved so far. So thank you.

2892

2893 **MAYOR GOODMAN**

2894 Thank you. Would you give that list to our City Clerk? Is it legible?

2895

2896 **RONALD IVERSEN**

2897 Sure. I'd be very happy to.

2898

2899 **MAYOR GOODMAN**

2900 Thank you. And that's Mr. Iversen, Staff, Ronald Iversen. Thank you –.

2901

2902 **GORDON CULP**

2903 Councilmen and Mayor, thank you for this opportunity. My name's Gordon Culp. I'm not a
2904 lawyer. I'm a professional engineer. I've been in the consulting business for 50 years, plus, and a
2905 Queensridge resident for the last 19 years. And I promise I won't repeat anything that I've
2906 presented in any past meetings.

2907 You know, on June 21st, the action that this Council took on the Development Agreement was to
2908 abey it for six weeks. We assumed that one of the purposes was for further discussions and
2909 negotiations and a revised Development Agreement issued with time for careful review by the

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2910 public. Well, this didn't happen. In fact, the Development Agreement has been undergoing
2911 constant change in the last week.

2912 Now we've been paying particular attention to the Ravel Court issues, because that's where we
2913 live, and we worked with our neighbors, sort of leading that group in addressing our concerns.
2914 And in the course of the last week, we've seen several versions of the Development Agreement
2915 posted by the City. One, there would be a 75-foot no-build zone and a 75-foot transition zone
2916 behind our houses. Or, two, there'd be a no-build zone of 105 feet. Or, three, there's going to be
2917 one 2-acre lot.

2918 And based on what the presentation was today, we assume, although the City has posted all three
2919 options, the developer is proceeding with the one two-acre lot approach. And that's why I'd like
2920 to spend just a couple minutes reviewing what that means to us as residents.

2921 These are the current views from the five homes that are in question. And what the developer
2922 originally proposed in one of the proposal's exhibits posted this week online, here are the –
2923 homes on Ravel Court that are the subject of the discussion, was multi-story condos that would
2924 be, loom 35 foot (sic) above the floor slab elevations of these homes.

2925

2926 **MAYOR GOODMAN**

2927 Excuse me. Where are the – Ravel Court homes?

2928

2929 **GORDON CULP**

2930 Right here, these homes.

2931

2932 **MAYOR GOODMAN**

2933 Okay. Thank you.

2934

2935 **GORDON CULP**

2936 You can see that they would be looking at a solid wall of condos. There's a slight break in
2937 between these two. And, these are about 50 feet in total height and about 35 feet above the slab

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2938 of the homes. It's a pretty imposing view. In fact, we've attempted to represent that in this
2939 picture.

2940 And let me just explain briefly how the picture was made before anybody gets concerned about
2941 the representation here. We took some photos of some existing condos that are higher than 35
2942 feet. So we cut a section out of the middle and we used the height of the windows, which are 60
2943 inches to get us the vertical scale. So this represents 35 feet above the ground elevation at the
2944 home. This is a view of 70, that condo complex 75 feet away. Compare that to the current view,
2945 and you tell me that's compatible and complementary. It's devastating.

2946 The two-acre proposal that is apparently before us, is shown here. Here are the five homes on
2947 Ravel. One's actually on Pont Chartrain. These are the five homes, right at the corner. Originally,
2948 there was a 75-foot build, no building zone and a 75-foot transition zone. The one acre, one 2-
2949 acre lot happens to correspond exactly to the dimensions of those two zones or within a few feet.
2950 So, there's really, it didn't provide us much relief over what we had to start with.

2951 This is what the condos would look like. At that distance, they're still pretty imposing. Now,
2952 there would be vegetation between here and there, and there would be a development, one estate
2953 lot developed between here and there. But behind us, or, the complex that has 1669 rental units.
2954 So planting the trees, it's a little bit like putting the lipstick on a pig. The big problem is behind
2955 there. We got 1669 renters suddenly in the middle of our backyard.

2956 We approached the developer. We sort of liked the two-acre concept. They'd give us two 2-acre
2957 lots, so we'd actually get some relief from the condos. That was immediately and adamantly
2958 rejected. So, if we had that, it would make a big difference, because that would put the condos
2959 about 300 feet away, which now becomes a little less overwhelming. We'd rather have them 500
2960 feet away so that Development Area 3 was just open behind our houses, but we did agree that we
2961 would accept the two 2-acre lots.

2962 And that, that's the last we heard. Since June 21, we've had no contact from the City, no contact
2963 from the developer, and we got a development agreement in front us, which we don't even know
2964 which one it is. We've got three of them in front of us and posted this week. So we would urge
2965 that this current Development Agreement be denied.

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2966 **MAYOR GOODMAN**

2967 Thank you –, Mr. Culp.

2968

2969 **ANNE SMITH**

2970 I'm Anne Smith, also of Ravel Court, and I appreciate the opportunity to talk here. Ravel Court

2971 has worked so hard in good faith over the last 18 months. We've been at every meeting, and I'm

2972 sure you're sick of seeing our faces, but we've been here, and we've worked with Brad to create

2973 reasonable options. The reason we're back today is because the developer has rejected each and

2974 every one of them, as Gordon mentioned, and that includes that two-acre lot.

2975 Multi-stories (sic) condos behind our lots, there's nowhere else in Development Area 4 that that

2976 occurs. We don't understand, really, why there's a, when we heard today that the lack of

2977 consensus is being blamed on all the attorneys. There's (sic) no attorneys been telling Ravel

2978 Court what they can and can't do. And from experience with this negotiation, we've learned very

2979 quickly that the decision maker is Yohan Lowie. It's not the attorneys. So, the attorneys are not

2980 influencing what's happening in terms of negotiations on Ravel Court.

2981 The issue is really that the developer took a calculated risk on this property and now demands

2982 this high density to make his desired numbers pencil out. The City Council should be dictating

2983 the density, that's compatible and complementary, as we, everybody's been talking about. Putting

2984 over 1600 units, rental units at that, on Development Areas 2 and 3 adjacent to Ravel, Tudor

2985 Park, and Fairway Pointe in a, it's neither compatible nor complementary.

2986 But, in general, we're just really so tired and we're, of all of this. We've lost faith and belief in

2987 the process and the fact that we could even, over the next 30 days even come to something on

2988 this fatally flawed agreement. I don't see how it can be modified enough to work with this high-

2989 density that they're demanding.

2990 And so we are urging, and I am –, we're pleading – here to deny it today, because, even with the

2991 30 days, it's starting point is with the same high-density, and that's not worked under (sic) the last

2992 weeks. It's not worked over the last 18 months. And I can't see the developer moving enough to

2993 make it worth it. So we're asking you to deny it today and start over and not abey it any further.

2994 Thank you very much.

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2995 **MAYOR GOODMAN**

2996 And if that happens, they may be gone, and then you need a new developer to come in to start all
2997 over.

2998

2999 **ANNE SMITH**

3000 And, you know, each developer is a different kind of personality –

3001

3002 **MAYOR GOODMAN**

3003 Without question.

3004

3005 **ANNE SMITH**

3006 – and not perhaps as rigid as this one.

3007

3008 **MAYOR GOODMAN**

3009 Well, and that may be where you end up.

3010

3011 **ANNE SMITH**

3012 It may be. And it couldn't get much worse.

3013

3014 **MAYOR GOODMAN**

3015 Okay. Thank you – for coming by.

3016

3017 **ELISE CANONICO**

3018 Good afternoon, Mayor, and City Councilmen. I am Elise Canonico. I reside at 9153 Tudor Park
3019 Place. I'm speaking as Vice President of the Board for Queensridge on behalf of Tudor Park
3020 residents and as a homeowner.

3021 For the record, the spectacular view that we have enjoyed for the past 10 years is what kept us
3022 extremely happy in Queensridge. I lived for this view. Needless to say, that happiness was
3023 stripped from us when the developer purchased the golf course and threatened to shut the water

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3024 off. The homeowner living on the golf course, the homeowners living on the golf course in
3025 Tudor Park Place paid a lot premium of \$100,000. Now, in exchange for our once spectacular
3026 views and open space, the developer is opening, offering us 20 feet of land, which is the best of
3027 the worst case scenario.

3028 We all believe Phase III of this Development Agreement should be eliminated as this is way too
3029 much high-density for our community and all our surrounding neighbors. This is actually
3030 unheard of, for one person to be able to put 3,000 plus residents through the torment that he has
3031 put us all through for the last two years.

3032 Please say no to the high density behind Tudor Park, behind the homes of Ravel Court and
3033 Fairway Pointe. Please say no to the 2,000, plus, units that are not compatible to the Queensridge
3034 community.

3035

3036 **MAYOR GOODMAN**

3037 Thank you.

3038

3039 **ELISE CANONICO**

3040 Thank you.

3041

3042 **BOB PECCOLE**

3043 I'm Bob Peccole, 9740 Verlaine Court. I am an attorney. I have two cases against the applicant
3044 sitting in the Nevada Supreme Court, and one in district court. And I am not going to get
3045 involved with a 30-day moratorium, because I have no control over that.

3046

3047 **MAYOR GOODMAN**

3048 Thank you.

3049

3050 **BOB PECCOLE**

3051 I'd like to point out a couple things. Councilman (sic) Fiore had mentioned some concern about
3052 the flood drainage control system. I would like to point out to the City Council that the flood

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3053 drainage control for Queensridge is represented in three different recorded documents. One is an
3054 onsite drainage agreement that was entered into on June 12th, 1995. What it did is it granted an
3055 80-foot wide easement, which was for flood drainage control, all the way through the first 18
3056 holes of the Badlands Golf Course. That is a recorded document, and I have the book number
3057 and the instrument number cited, which I will give to you.

3058 There is a separate 80-foot wide City of Las Vegas drainage easement recorded on the 18-hole
3059 golf course, and, it was built and designed on what they call lot five, and – a the Badlands Golf
3060 Course has been designated lot five. That's how they broke it down. On March 30th, 1998, a map
3061 was recorded showing a flood drainage easement that was granted on the entire added nine holes.
3062 So that entire nine holes is subject to a recorded flood drainage easement.

3063 Now, when you were talking to your City Attorney about meeting and trying to – work these
3064 things out, one of the questions that entered my mind right away is: Will he follow the law in this
3065 meeting, and will it be discussed? Because, in the master covenants and conditions for the
3066 Queensridge homes, the CC&Rs, do not allow the storm drain system to be changed.

3067 And I'm citing from paragraph 5.2.4 of the 1996 CC&Rs. It says there shall be no interference
3068 with the rain gutters, downspouts, or drainage or storm drain systems originally installed by
3069 declarant. Now, declarant was Peccole Nevada. That's my family. And what they said went on –
3070 or any other interference with the established drainage pattern over any portion of the property.

3071 And then in the last paragraph of that particular section, it says, there shall be no violation of the
3072 drainage requirements of the City, County, U.S. Army Corps of Engineers, or State of Nevada
3073 Division of Environmental Protection, notwithstanding any such approval of declarant or the
3074 Design Review Committee. What this is saying is you could not change it.

3075 Now, if you take a look at the Development Agreement that is proposed, if you look at Page (sic)
3076 15, 36 and 37, it's giving the applicant the – authority to go ahead and change, which they cannot
3077 do. So if you practice law, and if you don't want to be bound by – law, of course, as an attorney,
3078 I would have to go into court and try to straighten it out. And that is – something you should be
3079 addressing now before you get too far into this.

3080 Another thing I'd like to discuss is the fact that Councilman (sic) Fiore and the Mayor's statement
3081 with regard to what would happen if the developer happened to walk away is faulty, for the

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3082 reason you both said, well, you'll get another developer. That's not true. You won't get another
3083 developer. They won't touch it, because if you deny this, why would they come in?
3084 What you will get is somebody that builds golf courses and runs golf courses. I know you,
3085 you've all said several times, you know, that the golf courses aren't making money and that. This
3086 golf course, when Mr. Lowie bought the – stock to the LLC, was making \$264,000 a year for the
3087 owner, and he didn't have to turn a hand. He just picked up his check out of the mailbox.
3088 Now, if you can have buyers come in and buy, you know, the two golf courses here as part of a
3089 packaged deal for \$1.1 billion, tell me what's happening with golf. Golf is coming back. It's a
3090 cyclical thing. And just because Mr. Lowie says, well, I can't make it as a golf course; he never
3091 intended to make it as a golf course. He bought that piece of property for \$7 million. He stands to
3092 make close to \$1 billion if he ever gets the entitlement. And – how does he do it? He rides in on
3093 the back of the people that own the property where he decides he's going to destroy the beauty.
3094 I – wrote down a comment that was made by Stephanie when she was talking, and it just kind of
3095 stuck with me. She said: Adopt our – view. Make this into something special.
3096 Listen, Queensridge is something special right now. It does not have to be destroyed to make it
3097 something that will never be what it is now. And as far as letting it go to desert, let it go to
3098 desert. His money's up, supposedly, but he borrowed it all. Let's see what the lenders do with
3099 that.

3100

3101 **ROBERT EGLET**

3102 Good afternoon, Mayor, members of the Council. My name is Robert Eglet, and I am a lawyer. I
3103 hope you don't hold that against me. But I'm not here in the capacity as a lawyer. And I think I
3104 bring a little bit different perspective to the homeowners of Queensridge, in that I have not lived
3105 in Queensridge for 10 to 15 to 20 years, like many of the people who have spoken.
3106 I own the lot, which I purchased in 2012, at 9404 Kings Gate Court, which is just next door to
3107 Mr. Fertitta's lot, just west of him. And as I told you, Mayor, when I met with you three weeks
3108 ago, I've been under construction now for 16 months, with about another 9 months to go. And
3109 you – kind of chuckled at me and said: Are you crazy? What are you doing? Why would you
3110 start construction under these circumstances?

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3111 Because almost two years ago, I was, started getting pulled in different directions by the parties
3112 involved to get involved in this case and because I've lived here almost my entire life and I've
3113 known many of the residents of Queensridge for 30, plus, years, there are some of them in there I
3114 went to high school with here. And I know different residents have taken different positions on
3115 this, and the last thing I wanted to do was get in the middle of this fight and alienate any of my
3116 neighbors. And so I have stayed out of it and tried to stay neutral for as long as possible.
3117 Over the last couple of months, with the golf course turning brown, I've become very, very
3118 concerned, however, and not so much with the golf course turning brown, but with the front gate
3119 entrance to, from the Charleston exit, which leads to my property, with that hole being brown,
3120 the grass dying, and the horrible way it looks as you come into the property.
3121 I'm not a land-use lawyer, so I don't know about this stuff. But I, just generally, I don't believe
3122 you can force somebody who owns the property that a golf course was on to water the golf
3123 course. I don't think you can force them to do that under the law, and I understand that. I don't
3124 believe this golf course is gonna come back. I don't believe that some other developer is gonna
3125 come in there and build another golf course.
3126 So, my position on this is, what is our best option? What is our best option for this property?
3127 What is going to increase the values of these properties? And it's – difficult for me to get up here
3128 and say this, because I know I may lose some friends that I've had for a long time over this in
3129 this neighborhood. But I've spent the last month or so looking at all of these issues and trying to
3130 figure out what would be the best for the entire community. I know there's (sic) individuals with,
3131 in this neighborhood with various individual problems. But what would be better for the –
3132 benefit of the entire community?
3133 And I look at what is proposed by this developer in what's called Area 4, I guess, the two- to
3134 five-acre lots, and that greens up the area where the golf course is. And I think that doesn't, and
3135 it's below all, at least where my lot is, I think most of the lots on the golf course. It's below where
3136 our lots are. It's going to be below us. And I think that that would, my opinion is that would
3137 increase the value of our lots.

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3138 I have watched, I bought this – lot in 2012, and I've seen the property diminish in the way it
3139 looks, and particularly by – the front entrance on the – Charleston side where that golf hole used
3140 to be and now it is dead.

3141 I'm not, I think the, I know all the lawyers on both sides of this case; I have great respect for all
3142 of them. I'm not gonna pick on any of the lawyers, and I think they're just doing their jobs. But I,
3143 none of them represent me, and I don't think the lawyers that do represent some of the
3144 homeowners on the other side represent most of the homeowners. I think most of the
3145 homeowners are unrepresented in this case, and unfortunately they're not all here to speak, or
3146 maybe fortunately for you. But I agree that there's probably differing opinions. I know some of
3147 my good friends in that neighborhood disagree with what I'm saying.

3148 But this whole project, as a whole, I think increases the value of the neighborhood, increases the
3149 area even where the – high-density areas is (sic). I know that shopping center on the corner of
3150 Charleston and Rampart, I can, the name of it escapes me now, has struggled for years with
3151 getting tenants in there. They have many shops that are closed.

3152 I believe with this high density you're talking about, that's going to increase the value of that
3153 shopping center. They're gonna have more traffic, foot traffic, people in there, and I think it's
3154 gonna help the whole area. And I believe that if the commercial area around that is bettered and
3155 is increased in value, that's going to increase the value of our properties as well.

3156 Now, that said, I didn't purchase this lot and I didn't build this house as an investment. I built this
3157 house to live in, and I plan on living in this house, hopefully, for the rest of my life. And, if my
3158 grown children will get their acts together, maybe they'll provide me some grandchildren to
3159 enjoy it with.

3160 But, I just wanna say, with the – risk of alienating a lot of my neighbors, when you look – at the
3161 overall project and the benefit that it will provide to the vast majority of the residents, the
3162 homeowners, I think this is a good project. And I think, what I am very, very concerned about is
3163 what, Your Honor, Mayor said, is, what's gonna happen if this doesn't, isn't developed?

3164 And I know one of the – homeowners said they're not concerned about the brown golf course;
3165 they still have their views. I happen to disagree with that. I mean, I, when I look at, out of the

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3166 back of my lot now and see just dead desert, dead, it's not what I purchased. And I would like to
3167 see this developed.

3168 I have no opinion on the continuance, whether that will do any good. I haven't been involved in
3169 any of the negotiations. I have talked to a few of you this – week to express my concerns and
3170 what I think about this. And I'm just one homeowner. I'm not speaking for anyone else here. I'm
3171 just speaking for myself. But in my view, I think this development, if you look at what – are the
3172 alternatives, this is the best alternative we have. Other than a golf course, which I don't think is
3173 gonna happen, this is the best alternative we have.

3174 So, for me, I would encourage, if there's not going to be a continuance and continue to try to
3175 work on this – deal, to get it resolved, I – would encourage the Council to vote in favor of this
3176 project. Thank you.

3177

3178 **MAYOR GOODMAN**

3179 Thank you very much.

3180

3181 **ALICE COBB**

3182 Good afternoon. Madame Mayor and Council, welcome new members. My name is Alice Cobb,
3183 and I'm the Board President for One Queensridge Place. But as a homeowner, I have just a
3184 couple of things to say. It seems that we got a lot of people who have worked very hard and are
3185 exhausted around this issue, and that includes the development team. It includes the
3186 homeowners, the boards involved, and everybody is trying to find a way to either mathematically
3187 or psychologically get to the right answer for them.

3188 And I would only say that we should continue. I think that my homeowners would agree that we
3189 would like to continue and Brad, more actively, I think, in the next 30 days or however long it
3190 takes, to get a conclusion on this, because I think where we are right now is very fragmented.

3191 Even the Council is fragmented on it. So we – do need to take care of it, one way or another.

3192 And one other thing that the brown golf course is now causing is it is so dry, and this has never
3193 happened before, but we've got rats. And if we've got rats, everybody else has them too. So if
3194 there's any way we could prudently put some water to the golf course, it doesn't have to be

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3195 watered like a golf course, but we need some water there, or otherwise rats turn into a health
3196 problem. So, if we can do anything about that, we'd appreciate it.

3197

3198 **MAYOR GOODMAN**

3199 Thank you.

3200

3201 **ALICE COBB**

3202 Thank you.

3203

3204 **EVA THOMAS**

3205 Hi, Mayor, Councilmen and Councilwomen.

3206

3207 **COUNCILMAN COFFIN**

3208 May I interrupt just one second, Your Honor –

3209

3210 **EVA THOMAS**

3211 My name's Eva Thomas –

3212

3213 **COUNCILMAN COFFIN**

3214 Could I ask for your time for just a minute?

3215

3216 **EVA THOMAS**

3217 Yeah. Sure.

3218

3219 **COUNCILMAN COFFIN**

3220 Mayor, may I ask a question of Legal? I've been asked a lot of times the last few weeks about
3221 this water problem and the critters dying and the grass dying. And the last representative, I think,
3222 made a good case for sporadic watering on the golf course, one hole, maybe have one or two
3223 sprinklers and another one here and there and – maybe a couple of collections of water for some

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3224 of these critters to drink, because if rats are coming, then they bring other scum. And we know
3225 lots of small, adorable little critters have died, but there's probably still some alive. My point is
3226 that it's unfair on the homeowners to drive the animals, the wildlife, up onto the homes. Why
3227 can't we just tell the developer to maintain some water, not for a golf course, but for public
3228 safety?

3229

3230 **BRAD JERBIC**

3231 The public safety issue doesn't really exist here in the form of turning back on the water. When it
3232 came to Silverstone, we were able to force them to turn back on the water because grass was a
3233 necessary part of the drainage system. And so, the drainage doesn't work without it, and that's
3234 how you got to a public safety issue.

3235 Here, you still have a public safety issue, and it's very unfortunate, but you save the public safety
3236 issue here by eventually chopping down the trees and making sure the weeds aren't high enough
3237 to catch fire. But there is no way, legally, that we can compel the owner of the golf course to turn
3238 on the water without his consent.

3239 I do want to say what I said earlier at the podium. Part of the disappointment of – this deal is that
3240 I asked for that to be in this deal, that the water be turned back on at least for critical areas of the
3241 course, and it's not there. And in fact, the part of the deal that was there before, the requirement
3242 that the developer use his best efforts to keep the water on, which was at least something, that's
3243 not even in the deal any more.

3244

3245 **COUNCILMAN COFFIN**

3246 Well, shame on them. Thank you.

3247

3248 **MAYOR GOODMAN**

3249 Yes, Ma'am.

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3250 **EVA THOMAS**

3251 Well, that's, I'm Eva Thomas, 652 Ravel Court. I am the person that the animal wilderness
3252 people came out to the, my house and the Review Journal wrote the paper on. I have, I'm on the
3253 driving range, kind of looking at south. So, when it got brown, all the animals started coming in,
3254 I have like a half-acre backyard, and eating the grass. I don't have a problem with it. But then the
3255 rats and the bunnies are dying and falling in the pools.
3256 So we started putting, my granddaughter and I, we put 25 huge bowls of water out every
3257 morning and every evening, and there's up to 150 bunnies that come. It's like a –, the homeless
3258 animals' food chain. They just come in and drink, and they leave. The quails, I don't know how
3259 many quails are left anymore. Yes? Are you waving to me? No. Okay.

3260

3261 **MAYOR GOODMAN**

3262 We just saw Congresswoman Dina Titus. Bless, you. Keep up the fight. You're doing great.
3263 Thank you. Sorry.

3264

3265 **EVA THOMAS**

3266 That's okay. And chipmunks and –

3267

3268 **MAYOR GOODMAN**

3269 And you know bunnies multiply.

3270

3271 **EVA THOMAS**

3272 Yeah. And –, well, they're –

3273

3274 **MAYOR GOODMAN**

3275 So call Animal Control, get them taken in and fixed.

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3276 **EVA THOMAS**

3277 Well, I – don't know what's going to happen. But when Mr. Kaempfer said it's so nice to see the
3278 black, you know, the turkey buzzards flying up above, well, they're flying up above because
3279 there's (sic) dead bunnies everywhere. They're eating them left and right. That's why they're
3280 flying up above.

3281

3282 **MAYOR GOODMAN**

3283 But, Ms. Thomas, I, you know, what you're saying, I mean, taking it to a different position at this
3284 moment, really and truly, I mean Rancho Circle was inundated with rabbits –

3285

3286 **EVA THOMAS**

3287 Yeah –. Right.

3288

3289 **MAYOR GOODMAN**

3290 – to the point the people moved out of Rancho Circle.

3291

3292 **EVA THOMAS**

3293 Right.

3294

3295 **MAYOR GOODMAN**

3296 You know, and I know I've spoken with Animal Control, because bunnies are bunnies. That's
3297 what they do. And so, I'm not sure and if you would inquire with, I'm not sure.

3298

3299 **EVA THOMAS**

3300 Well, it's not just bunnies. We've got chipmunks and tons of birds.

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3301 **MAYOR GOODMAN**

3302 Well, but the reproduction. But could you have Animal Control at least pick up the bunnies?
3303 Because I've been told by Animal Control and by the Lied Center that they would spay each
3304 bunny.

3305

3306 **EVA THOMAS**

3307 Well, somebody has to do something, because that's a bowl we live in. It's not like all the
3308 bunnies say, hey, listen, there's no water here. We can take off and go up to the Red Rock
3309 Mountains. They – can't go anywhere.

3310

3311 **MAYOR GOODMAN**

3312 Right.

3313

3314 **EVA THOMAS**

3315 The ponds, they can't drink out of the ponds. So they're dying.
3316 So, if – you can't turn the water back on, my issue is I've got them all coming to my house, and
3317 it's fine. I have no grass anymore, but they come to drink water every night. And it's all of them,
3318 the chipmunks, the birds, the coyote, the bunnies, all of them are there. So, that's, I would just
3319 like to say that if he – doesn't financially have the money to turn the water back on, how is he
3320 financially going to have enough money to build this project of his?

3321

3322 **MAYOR GOODMAN**

3323 Well, I appreciate it. But I really do hope you'll call the City Animal Control to come pick up
3324 animals so they're not reproducing. And you have 100 bunnies, you are going to 500 bunnies
3325 within months.

3326

3327 **EVA THOMAS**

3328 Well, they're, that's a big development.

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3329 **MAYOR GOODMAN**

3330 Right.

3331

3332 **EVA THOMAS**

3333 I'm sure everybody has the same thing going on.

3334

3335 **MAYOR GOODMAN**

3336 But please call Animal Control for some help.

3337

3338 **EVA THOMAS**

3339 Okay.

3340

3341 **MAYOR GOODMAN**

3342 Thank you –.

3343

3344 **COUNCILWOMAN TARKANIAN**

3345 Madame Mayor, if I could just go through you, please. I wanted to just say that, my

3346 understanding was that the applicant kept the water on for over a year, and I was told at the cost

3347 of \$80,000 a month, if my information is accurate. And I don't know if anybody came up from

3348 your group to maybe help out a little bit in that, because \$80,000 a month is a lot of money to

3349 spend on water when he wasn't getting any place on his development.

3350 That's – the only thing I was going to say, except two people back, there was a lady who was on

3351 the HOA board. I don't know where she's sitting. I want you to know I tried hard to get in there

3352 to visit the other day. They wouldn't let me in. I said: Wait a minute, I'm going to make a vote on

3353 this in a day and a half. I, and, so maybe, you might leave some instruction sometimes with him.

3354 And, then, what I was told was that he called three board members, and then I was told that I

3355 could make an appointment and see if then I could get in. So I just wanted –

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3356 **ALICE COBB**

3357 I – apologize. They told me after the fact. But, next time just tell them to call HOA, and they'll
3358 let you in.

3359

3360 **COUNCILWOMAN TARKANIAN**

3361 Except, they did.

3362

3363 **ALICE COBB**

3364 We have a good security team, and they don't let anybody in.

3365

3366 **COUNCILWOMAN TARKANIAN**

3367 Well, I told him he was great –. And I don't mean to take up the time here, but I, and I agree on
3368 the water issue very, very much, and I agree with Mr. Coffin on losing those animals. The thing I
3369 would like to say is, though, are those ponds, I was told there were ponds still there that the
3370 animals could use. Is there something wrong? Has anybody had the water tested?

3371

3372 **ALICE COBB**

3373 Not to my knowledge.

3374

3375 **COUNCILWOMAN TARKANIAN**

3376 But, okay, I just wanted to know that. And I want you to also know that our lawyer here told us
3377 that those vultures, or whatever they were, stayed in the tree. Is that true, or are they circling
3378 dead animals? That's what I would like to know. I'm just joking. Okay. Just thought a little joke
3379 (inaudible). If they're circling, then that's not good at all.

3380

3381 **ALICE COBB**

3382 Just give me a call, and I'll be glad to give you a tour.

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3383 **COUNCILWOMAN TARKANIAN**

3384 Thank you very, very much.

3385

3386 **DEBRA KANER**

3387 Good afternoon. Debra Kaner, 660 Ravel. Mayor Pro Tem, Tarkanian, you are invited to my
3388 home anytime, and I would be thrilled to show you the backyard.

3389

3390 **COUNCILWOMAN TARKANIAN**

3391 Well, maybe in the next 30 days. And I thank you.

3392

3393 **DEBRA KANER**

3394 My pleasure.

3395

3396 **COUNCILWOMAN TARKANIAN**

3397 I didn't mean to take up your time.

3398

3399 **DEBRA KANER**

3400 I have two things I'd like to comment on. First, Councilman Coffin, when you started speaking
3401 this afternoon, you touched my heart. I was aghast at the attacks on you as anti-Semitic. I am a
3402 Jewish woman. He does not talk for our community. He talked for himself. The similar attack
3403 was on Christine Roush, when she was running for election. It's embarrassing. That was the first
3404 thing.

3405 Along those lines, that leads me to the psychology of negotiating with him. It's too difficult. The
3406 only success we had was when attorney, City Attorney Jerbic stepped in. We made zero progress
3407 with him until then. If, Mayor, you decide to wait 30 days, our only hope is if we have
3408 mediation. We – will see nothing, as residents, without it. I abut to high density.

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3409 **MAYOR GOODMAN**

3410 I think one of your neighbors, because three of you from Ravel Court, and there are only five,
3411 you've all spoken, and he has shown, Mr. Culp, I think it was, that showed us what an additional
3412 two and a half acres would do in a setback.

3413

3414 **DEBRA KANER**

3415 Correct.

3416

3417 **MAYOR GOODMAN**

3418 So, these are all pieces I know that have been in discussion.

3419

3420 **DEBRA KANER**

3421 Exactly.

3422

3423 **MAYOR GOODMAN**

3424 And so, absolutely. I mean –

3425

3426 **DEBRA KANER**

3427 And we have hope.

3428

3429 **MAYOR GOODMAN**

3430 I think where we are, that if the 30 days amounts to anything, if it isn't, there's no point in going
3431 forward, because the reality is why should the developer do anything more if, in fact, there's so
3432 much disagreement anyway and it can't move, and just let it be what it is. And then the residents
3433 and homeowners will just deal with the next person that comes along or group of people, and it
3434 just may sit and be nothing for years and years and years with the, it will be, you know –

3435

3436 **DEBRA KANER**

3437 Exactly –. It will revert back to the original Badlands.

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3438 **MAYOR GOODMAN**

3439 A bird in hand –, though, is worth two in the bush. I was told that as a little girl. And so, I think
3440 we've, over these two years, have really made some unbelievable movement, and I felt, from
3441 what I heard from Brad Jerbic, we were really close before the June 21st meeting, and it was
3442 hopeful at that time. So, you know, where there's hope, there's always a way, and that is my
3443 hope. And I thought if there were a time that we could just put everything else on hold and see
3444 over the next 30 days something can happen. But through the common and beautiful presentation
3445 you've made, that's the way.

3446

3447 **DEBRA KANER**

3448 Exactly.

3449

3450 **MAYOR GOODMAN**

3451 And only two of your neighbors didn't come speak, unless they're on line.

3452

3453 **DEBRA KANER**

3454 Well, interesting, to talk on that topic before I stop, the two neighbors who didn't come, actually,
3455 are Asian, and they have already proposed they could bring in buyers like that. So, it's not like
3456 it'll sit for 20 years.

3457

3458 **MAYOR GOODMAN**

3459 Well, you don't know. You have no idea.

3460

3461 **DEBRA KANER**

3462 Correct.

3463

3464 **MAYOR GOODMAN**

3465 You know? So, I just, a bird in hand, just keep that in mind.

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3466 **DEBRA KANER**

3467 Thank you.

3468

3469 **MAYOR GOODMAN**

3470 Thank you very much for coming forward again.

3471

3472 **TERRY HOLDEN**

3473 My name's Terry Holden. I live at 9101 Alta Drive. For the past two years, I feel like I've been
3474 camped out here. I've – attended just about every Planning Commission, City Council meeting,
3475 and, from the start, I have not been against development. It's all about the right development. I
3476 get a little antsy tonight, when the Mayor is talking about this bird in the hand, got to do the deal,
3477 got to do the deal. I would love to play poker with you. You have all your cards face up. I – think
3478 I'll take that one.

3479

3480 **MAYOR GOODMAN**

3481 I helped to support him in college through poker. Sorry, Osc'.

3482

3483 **TERRY HOLDEN**

3484 Well, I worked – my way through college playing cards. But anyway, if the developer walks, he
3485 walks. I've negotiated my whole life. I can't control the other side. I would like to see a deal
3486 done. I really would like to see a deal done, but I'm willing to walk away in a heartbeat.

3487 And the problem that I have, and I've heard it over and over today, Shauna Hughes stated it very
3488 well, it's density. We are talking about 2100 units. And I think Councilman Coffin touched on it.
3489 We're talking about 2100 units on the proposed development on the 70-acre parcel right now.

3490 And, again, that's 30, plus, units per the acre. The first part was at 24, and that doesn't even
3491 include the retail space and the hotel.

3492 I look at the whole property. There was 250 acres. And I'm kind of a simple guy, and realistically
3493 they bought a very, very difficult piece of property to develop, with the flood plain, the wash; all
3494 of the ground is very difficult. The reality is no one could possibly even build 500 homes in there

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3495 if they were doing single-family, two to an acre, two times 500. Let's say they got on quarter-
3496 acre. They had a thousand. They started off wanting 3200. They're up about 2,000. Realistically,
3497 in the spirit of trying to get a deal done, I would say, on that 70 acres, we should be looking at
3498 1400 units.

3499 I've talked to people at the developer's office, and they say, well, we – can't make enough money
3500 if we do that. Are we talking about developer greed or in the spirit of getting a deal done? And I
3501 think if you can't make money when you only pay \$7 million for the property, and I say only, but
3502 for the number of units, that is a token amount. They should be, if they can't make it with 1400
3503 units, they're never gonna make a dime. And in the spirit of a deal, we need to get that density
3504 down into simple terms and give them a target of 1400 units. Thank you.

3505

3506 **MAYOR GOODMAN**

3507 Thank you very much.

3508

3509 **LARRY SADOFF**

3510 Good – afternoon. My name is Larry Sadoff, and I live at 9101 Alta Drive. And I have been a
3511 resident of Las Vegas the last four and a half years, and I hope to make it my final residence.
3512 Like Councilman Seroke, I was career military. He was an aviator. I was a ground pounder. But
3513 as going through there, I've lived in 12 different states. I've lived in three places in Europe and
3514 Southeast Asia. So I've seen a whole bunch of different environments.

3515 And when I came here, and I live in the Towers, I came to live in a suburban environment. I've
3516 lived in urban and suburban. We've talked about density an awful lot. What you're doing, what
3517 we are doing if we approve this, when you take this development, with Calida across the street,
3518 you're making it higher density than any other place in Las Vegas. And I've asked several times
3519 to staff if there's any place more, and there's not. And you're making a suburban area an urban
3520 area.

3521 I've seen a lot of you up there ask detailed questions if someone wants to put a house here or this
3522 there, how is that going to affect a neighbor? How is it going to affect the neighborhood?

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3523 Making this an urban area will have a dramatic effect on the neighborhood. You're changing the
3524 culture and the fabric, and it's not compatible to the neighborhood.

3525 And I would – like to say you heard a lot of numbers there. Someone said Shauna Hughes'
3526 numbers were incorrect. We could do a fact check. Her numbers were correct. If you add these
3527 high rises or mid rises, whatever you call them, it's 36 units per acre. So I'd ask you to take a
3528 look at that.

3529 I'd also, I just, for fact check, we saw a chart in the beginning when a very good presentation by
3530 the developer, how he had gone down from 3,000 to 2,000 units. The area was never authorized
3531 3,000 units. If you take 7.49 to 250 acres, it's about 2,000 units. So basically, that's what was
3532 authorized if you were – to do that. So I would take a look at that.

3533 And, the last thing I would say, to paraphrase or to add on to what Terry Holden said. You know,
3534 we do want to make this a win-win situation. We do want development. But frankly, listening to
3535 you folks up there, I hear about, you know, we don't want to lose this developer –. If you look in
3536 the Development Agreement, there are (sic) page after page after page where he can sell any part
3537 of it piecemeal or whole to anybody he wants at any time.

3538 Now, he is a businessman at the end of the day, and he's going to make the right business
3539 decisions as you'd expect. So, if it's profitable to somebody, somebody will come there. So I
3540 think, yes, we should try in good conscience, in good face (sic) to negotiate something. But I
3541 don't think we should be held hostage that if we lose the developer, all is lost. Thank you very
3542 much, and I appreciate your time.

3543

3544 **MAYOR GOODMAN**

3545 Thank you for coming forward. Thanks for your service.

3546

3547 **LARRY SADOFF**

3548 Go Army.

3549

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3550 **DALE ROESENER**

3551 Good afternoon, Mayor Goodman and Councilwomen and men. My name is Dale Roesener,
3552 9811 Orient Express Court. And I just have a couple comments. One is just general about the
3553 density, and I – think it needs to be considered in totality, like everybody said, about the, you
3554 know, the potential condominiums across the street, any other entitlements, plus what's being
3555 asked for, because that's gonna, I – can only imagine what that's gonna be like if everything gets
3556 built down there. And – there's not even room to expand the roads. Tivoli's right up to the road,
3557 and –, unless there's a way to put a jog in there, I don't think you can – widen it.
3558 But in any event, and then I recall there was a survey done in Queensridge community, and I
3559 think 80 percent of the people that voted were concerned about the density. So I just think that,
3560 please, be sensitive to the density, if you would.
3561 And then, as far as the agreement, I spent quite a bit of time reading it. And, from a pragmatic
3562 standpoint, I – like some of the – features, you know, the two-acre lots and some of the plans if
3563 the density can be dealt with. But then, more importantly, the agreement, I felt if you try to think
3564 through it and how – is it gonna be functional and how – is the result going to be actualized, it
3565 seemed like it had a lot of open-ended areas that were subject to interpretation or incomplete.
3566 And the thing that has us here today is (sic) the – agreements that we thought we had when we
3567 bought from the Peccoles, they – were subject to interpretation. And I think, to remove all doubt,
3568 I think that agreement needs to be really, really well thought out, please, and – have all the
3569 proper language in it so that when – you , if, when you vote on it and if you approve it, that it's
3570 what everybody thinks it's gonna be. Thank you.

3571

3572 **MAYOR GOODMAN**

3573 Thank you –.

3574

3575 **GEORGE WEST**

3576 Good afternoon, Mayor, City Council. George West, 9516 Chalgrove Village Avenue.
3577 I was on the Board of Directors at Queensridge HOA for about a year, from August 15 to August
3578 –, 2015, to August 2016. So, I have kind of a little personal, firsthand knowledge. I've lived in

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3579 Queensridge for 16 years. I can unequivocally tell you we've heard a lot about what the
3580 community thinks. Councilman Stavros indicated in a couple meetings, I've watched everyone
3581 on TV, first one I've been down on, 80 percent of the community is against this. Eighty percent
3582 of the people who responded to the survey was (sic) against it.

3583 Let me tell you about that survey and the survey that's probably going out now. I was on the
3584 Board of Directors during that time. And I can tell you unequivocally, they have the survey, and
3585 they'll show it to you. We sent out a survey, to SurveyMonkey to 850 emails. There are 1,000
3586 people in the community. Many got bounced back.

3587 Out of the 850 that responded, only 243, let me repeat that, 243 people responded to that survey.
3588 Seventy-five percent, approximately, of the 243, less than twenty-five percent of the entire
3589 community came from the group of homeowners that all live on the golf course and have a view.
3590 That is a not a coincidence. Every single person that has come up here today, pretty much, who
3591 lives on Queensridge proper, not the Towers, but in the 180, that's what I'm calling, 95 percent of
3592 those people who have been here every single time opposing this project, I know exactly what
3593 the streets they live on. Eighty, ninety-five percent of them have, all have their golf course
3594 views.

3595 We talk about the density down at the Towers; they killed the density. We can't have 3,000 units.
3596 So Mr. Lowie goes below 3,000 units. This has to pencil out as Your Honor said. So if they want
3597 1400 units, then the density is gonna get shifted up to Queensridge proper. That's the only way it
3598 pencils out. So when the density was then switched over from the high density, when that got
3599 lowered and Mr. Lowie wanted to put 61 up on Outlaw North, my God, we heard, it was bloody
3600 murder. We can't have 61 houses. Well, you reduced, the people that were against it, reduced the
3601 density down at the Towers. You can't have it both ways.

3602 Finally, I'd like to impart on all of you, and I think Councilman (sic) Fiore, who had been in the
3603 legislature a long time, I think of you kind of as –, our great senator from the State of Arizona, as
3604 a maverick, and to that extent, she hit it on. But what I didn't hear was this. What is killing this
3605 community is not necessarily the dead golf course. The people that are getting hurt the most are
3606 the people with those golf course views, who understandably are upset, but unfortunately the law
3607 is not always about fairness. And in all fairness, I am one of the pesky lawyers, but I'm here

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3608 tonight as a homeowner. What's killing our community is the uncertainty of what is going to
3609 happen on that course. That is killing us.

3610 Shauna Hughes, our lawyer, who's not here, but she said it, and I asked her at the last meeting
3611 that we had, I said: Shauna, as the City Attorney of Henderson, when everything went south, you
3612 have personal knowledge about this, Lake Las Vegas, have you ever known a golf course
3613 community that was enveloped within a golf course or surrounded by a golf course, have you
3614 ever known a community like that, where the golf course closed, went dead, and it increased
3615 property values? Obviously, the answer was no.

3616 And then I asked her the second question: Would you agree that the uncertainty with respect to
3617 the development plan and the uncertainty with respect to this community, as to what that golf
3618 course is going to be, is really being, having the impact on our community? She said, yes.

3619 It is the uncertainty that is killing us. And while I don't live on the course, I'm joined at the hip
3620 with every single one of these other people that are. And my property values are tanking. I'm not
3621 going anywhere soon. Queensridge is my home.

3622 But I will tell you this. Frank Schreck comes up here and says, well, I'm here because of the
3623 community, and I live here and I love my community. Frank Schreck purchased a two-acre lot
3624 up in the Summit in April of this year. It's on public record. He's gone. Don't be misled as to
3625 what's going on. Don't allow these surveys that they're talking about to mislead you, because the
3626 certainty – of those surveys are in question. I'm here to tell you that. If you live on the course,
3627 you're gonna be against it. And 80 percent of the people that did respond, those were the people
3628 on the course, and they were against it.

3629 Do not allow, as politicians as well, you know as well that people that don't get involved with the
3630 process does not mean they're against it. There is much apathy in Queensridge in the B Section,
3631 which I'm in. We are 600 units strong. We support that community with our dues as well.

3632 Without us, that doesn't, that community does not thrive. They are apathetic. They are afraid.
3633 They were my constituents at one point in time.

3634 And I applaud Councilman (sic) Fiore, Councilwoman Fiore to say, and put it right on. The
3635 uncertainty is what's killing us. And you guys need to make a decision, up or down, so that we
3636 can either move forward. The developer needs to do what he needs to do to do his remedies. And

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3637 finally, Councilman Coffin, about four, maybe three or four meetings ago, when you were
3638 making that comment, with respect to it, and you voted no, you said, quote, there is zero chance
3639 that this golf course is not gonna be developed into some sort of residential development. That
3640 was right out of your mouth. I agree with you.

3641

3642 **COUNCILMAN COFFIN**

3643 But you know what? I don't think I said that. So, you know, we'll have to look at that.

3644

3645 **GEORGE WEST**

3646 Please look at the record.

3647

3648 **COUNCILMAN COFFIN**

3649 So don't quote me if you're not sure.

3650

3651 **GEORGE WEST**

3652 I – am absolutely sure. Look at the record, please. Thank you for your time.

3653

3654 **COUNCILMAN COFFIN**

3655 Well, I'm not.

3656

3657 **MAYOR GOODMAN**

3658 Thank you. And now, I'm going to ask, and hopefully this is new information. Councilman
3659 Barlow has to leave at 5:00. So if this is going to go for a vote, that is 25 minutes out, and I
3660 haven't had the chance to turn this over to Councilman Seroka for his comments, his input and
3661 some motion. So I am very concerned. If you can keep your comments very, very brief so I can
3662 do that, and we can get some resolution here, please. And if anything's been said before, don't
3663 add and repeat it again.

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3664 **ROBERT LEPIERE**

3665 Yes, Mayor. And I'll, good evening. I'll be as brief as I can be. My name's Robert Lepiere. I'm at
3666 9617 Camden Hills. I can tell you, as a former sheriff, the prospect of this golf course staying the
3667 way it is, is a nightmare. We are wide open on three sides, easy access to anybody that wants to
3668 walk in. The developer's plan not only addresses this security aspect. It eliminates it. So, for that
3669 issue, I urge at least moving forward on it.

3670 And the second thing I just, and second thing, and last thing is, as a past president of
3671 Queensridge, I had the opportunity to work with Mr. Lowie. We – know the quality of his work.
3672 That's very obvious. I also had the ability, well, the opportunity, I was president during the
3673 recession. I had the opportunity to talk to many of our surrounding neighbors.

3674 One thing I found out was that when Queensridge Towers got hit hard, they opened right before
3675 the recession really hit, Mr. Lowie stepped in and literally paid for the – empty units that were
3676 not there, you know, were not sold at the time. So all I'm saying is we know the quality that this
3677 development would be, and we know that Mr. Lowie and EHB will stand behind their product.
3678 So I urge you to move the community forward. And it's in the best interest to move this forward.
3679 Thank you.

3680

3681 **MAYOR GOODMAN**

3682 Thank you very much. And, too, Sir, if you'll be very brief. We're now 20 minutes of.
3683

3684 **TODD KOREN**

3685 Hi, my name is Todd Koren. I live at 9220 Worsley Park Place, which is in Tudor Park. I don't
3686 live on the golf course. I live backed up to Alta. I think a lot of what you do hear is from people
3687 who live on the golf course, and they're being affected by their views, losing their views. My
3688 concern is simply supply and demand. If we add a few thousand more homes to that area, what's
3689 it going to do to prices?

3690 I was the original owner of my home. I bought it in 2005, top of the market. Still not worth today
3691 what I paid. And I look at this and say, I'm not the only one in the neighborhood who didn't walk

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3692 away or short sell, and I think a lot of us are gonna continue to be adversely affected by adding a
3693 few thousand more homes to that neighborhood. Thank you.

3694

3695 **STEVE CARIA**

3696 Steve Caria, 9101 Alta Drive, Unit 202. I'd like to congratulate, first of all, Steve Seroka for his
3697 terrific victory and the new Councilwoman, Michelle Fiore. A couple items I'd like to mention
3698 here is, and I, I'm befuddled sometimes, because I really feel, Mayor, with all due respect, that
3699 you have some prejudice towards this developer, because let me tell you some of the things that
3700 he's done. He's told the people of our residence and our community that it's a done deal, meaning
3701 the deal is done. We have no word in it. That's the first thing. So you want to know if he upset
3702 people, that's what he did.

3703 The second thing is is that there were threats, and it's on film to the Council members, that he
3704 met with each of you, met in your private councils and you agreed to his proposal. That was a
3705 threat. Also, that he was a threat to one of the Planning Commissioners that belonged to Lois
3706 Tarkanian.

3707

3708 **MAYOR GOODMAN**

3709 And he never met with me. He never met with me alone. He never made a threat.

3710

3711 **STEVE CARIA**

3712 That's what he said.

3713

3714 **MAYOR GOODMAN**

3715 It doesn't make any difference. I am telling you on fact on the record, Yohan Lowie never met in
3716 my office with me alone, nor did he make an offer and I said anything.

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3717 **STEVE CARIA**

3718 That's great –. But he did say that, and it's on film. I, in addition to that, there's been an attack on
3719 an individual Council member. And I think that we all have to understand that we're not dealing
3720 with someone that's reasonable or fair or that people in the community want to live with.

3721 Now, the last thing I want to, because there's (sic) a lot of things I could add to this list, but I've
3722 heard Councilwoman Fiore make a statement. And I want to tell you, the statement I don't
3723 necessarily agree with. I think the values in our community have already been devastated.

3724 You've heard that over and over again. You've heard a couple of people try to give reasons. But I
3725 can tell you trucks backed up for 10 years, for 20 years, rock crushers, development, all that
3726 activity taking place in our backyard will cause more destruction and more loss of value than
3727 anything we're talking about.

3728 And in addition to that, the entire vote to – unseat Councilman Beers was centered around one
3729 primary issue, and the primary issue was to get rid of this development. That was the number one
3730 issue in Ward Number 2. And Mr. Seroka is our representative, and I don't know why it hasn't
3731 been referred to him earlier to speak on this subject, because he's the one that's talked to
3732 thousands of people, knocked on thousands of doors, and we look to him for support. Thank you.

3733

3734 **MAYOR GOODMAN**

3735 And that is where we've been trying to get to since one o'clock.

3736

3737 **STEVE CARIA**

3738 I agree with you, Mayor. Thank you so much.

3739

3740 **MAYOR GOODMAN**

3741 So, if we hadn't had so many repetitive comments, we'd be there, to Mr. Seroka, but he is the
3742 end.

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3743 **STEVE CARIA**

3744 Well, I agree. And repetitive comments have come from both directions. And thank you so
3745 much.

3746

3747 **MAYOR GOODMAN**

3748 One presentation only and that was it. Thank you.

3749

3750 **JAMES JIMMERSON**

3751 Good afternoon. Jim Jimmerson. My address is 9101 Alta Drive. And I'm a resident of
3752 Queensridge Towers. And congratulations to both Chairperson (sic) Fiore and Chairperson (sic)
3753 Seroka; welcome aboard. And, a difficult issue to begin your – tenure, and I – wish you much
3754 success and much good fortune.

3755 I am the lawyer for the developer in the litigation, and our firm is the Jimmerson Law Firm. My
3756 address is 415 South 6th Street, Las Vegas, and I'm a native of Las Vegas, and I've lived in
3757 Queensridge long ago, since 2001.

3758 I will take in 10 minutes to try to respond to three and a half hours of response. You did allow
3759 two of the plaintiffs to testify for about an hour. But I will be brief. But if you'll give me just a
3760 few minutes, I'd be appreciative.

3761 You didn't get here by accident. And you heard the comment two or three speakers ago about the
3762 homeowner is being held hostage. The reality is the only person that's being held hostage is the
3763 developer, if you'll bear with me.

3764 If you read the Staff Report, you will see that the staff recommends approval of the Developer
3765 (sic) Agreement. And, at Page Two of the staff's response, it has an analysis, and it provides the
3766 reasons for its recommendation for the execution and approval of the Developer (sic)
3767 Agreement. And towards the end, it provides a series of findings that are important, that read,
3768 beginning, I'll not read them all, the proposed development agreement conforms to the
3769 requirements of NRS 278 regarding the content of development agreements.

3770 The proposed density and intensity of development conforms to the existing zoning district
3771 requirements for each specified development area. Through addition, development, and design

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3772 controls, the proposal, proposed development demonstrates sensitivity to and compatibility with
3773 existing single-family uses or the adjacent parcels, and it goes on.

3774 So there was a question I was asked by your City Attorney, a very gifted attorney, who said why
3775 it's a matter of whether or not you trust your staff. If all of the positions that have been
3776 articulated to you by the many homeowners who have testified here this afternoon were truthful
3777 or accurate, this would be an easy case. You wouldn't have staff making its approval, or its
3778 recommendation for approval. You wouldn't have the City Attorney answering the questions in
3779 response to the questions by Chairperson, Councilwoman Tarkanian or Councilwoman Fiore in
3780 the manner that he does.

3781 And the answer is because our client bought a piece of property in March of 2015, sought to
3782 develop it through three of the entities, three companies, the three different companies, started
3783 with a small project of 17 acres, and it was the City who asked us to bring all of the 250 acres
3784 and all of the complexities of that together in one setting in August and September of 2015.
3785 The developer has faced the remarks of the plaintiffs in their litigation, and Mr. Schreck, in
3786 particular, in which Mr. Schreck tells us that the whole purpose for this whole presentation today
3787 and for the presentations before him has to do with trying to facilitate delay. And that is what
3788 this is all about.

3789 The email sent by Mr. Schreck to the many homeowners was – stated as follows, November 2 of
3790 2016: We knew from the beginning, quoting from his email, that the Mayor, Beers, and Perrigo
3791 had the deck stacked against us. That is why we have always said we will win this in court.
3792 However, we have done a pretty good job of prolonging the developer's agony from September
3793 2015 to now. We now look forward to the deposition of Perrigo and Lowenstein, which (sic)
3794 have been noticed for this month. End of quote.

3795 And, that has been the protester's whole point, and that is delay. In the cursory fashion and
3796 superficial fashion that you hear, that they want to negotiate something, they want to reach some
3797 sort of accord, that – is just lip service without any substance. Because as you have been reported
3798 to by your own staff, which, of course, I've not been privy to, you know who has negotiated in
3799 good faith, you know who has made concessions. And contrary to the Councilman, it's not just a

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3800 natural amount of giving when you have demands of 300 feet behind homes, football fields of
3801 ground in exchange for some sort of accord.

3802 The law supports this development. The law was found, as you, as I reported to you in the past,
3803 through a District Court decisions (sic). They find that this developer has the right to develop
3804 and, as Councilperson Seroka has learned, by virtue of his study, and Councilperson Fiore the
3805 same, has a right to develop their property up to 7.49 dwelling units per acre.

3806 And the question asked by Chair, by Councilwoman Tarkanian, with regard to the PR-OS has
3807 also been answered conclusively by your City Attorney and by your Planning head of
3808 department, now Assistant City Manager, in that NRS 278.0349 states that where the zoning
3809 ordinance is inconsistent with the master plan, the zoning ordinance takes precedence.

3810 The parties to this agreement acknowledge that the extant approved zoning and land use for the
3811 site do not match. The City may request a general plan amendment as a future date, at a future
3812 date to make the land-use and zoning designations consistent.

3813 And the Councilperson asked the question: Well, what does that exactly mean? And the answer
3814 is just what it says. This property started with hard zoning, in 1990, R-PD7. In later years, the
3815 City, in an effort to, as – referenced to by Mr. Lowenstein, to provide guidance and goals for
3816 future use placed a land use designation of PR-OS in the 2005 time period.

3817 But the land use designation PR-OS gives way to the more fundamental right of entitlement of
3818 7.49 dwelling units, and that's why it is not a barrier here. And that's why a general plan
3819 amendment will come at a later date with the approval of this development agreement. And that
3820 responded to that. So it's not only the right to develop that we've established, but there's also the
3821 indication that the GPA must give way to the superior rights of land use rights and development
3822 under our zoning ordinance, which was also confirmed by a 2001 City ordinance in 2001
3823 Citywide, approving all this property for 7.49 use.

3824 And intelligent use of this property, as recommended by your staff, is to shift the density from
3825 portions of the 180 acres down to the 70 acres to the east. It makes sense, because you have
3826 adjoining use with the Towers at twenty-five and a half units per acre. It makes sense because of
3827 the location of the ground. It makes sense because of how it would react well with adjoining

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3828 properties. And that's why your City staff recommends the approval of the Development
3829 Agreement.

3830 And it also protects the property to the west with regard to minimum use of two acres or more
3831 per house, which is an extraordinary compromise, an extraordinary project, which began this
3832 project, and for which a different company, 180 Land Company would propose be implemented
3833 at the appropriate time.

3834 So when you look at these different points, you see that there has historically been a recognition
3835 that this is the appropriate site for this appropriate use, which is why your staff recommends it
3836 and which is why we request you to approve the Development Agreement.

3837 I did want to put into the record a, comments on the Development Agreement. You heard of, one
3838 of the, two or three of the lawyers, Mr. Buckley being one and others, questioning the
3839 development agreement. We have placed, and Ms. Holmes, if you would, we have responded in
3840 writing long before today our answers to the questions that have been raised by the lawyers for
3841 some of the homeowners, and we would like to mark that in this record as the developer's
3842 response to questions that have been posed by some of the papers by that representative for one
3843 or two of the homeowners that was spoken to today.

3844 We also, providing, too, a statement of law and rights to a final decision that the developer is
3845 entitled to with regard to both his rights to develop this property and to do so in a compatible and
3846 consistent manner as they've been spoken to by my colleague, Mr. Kaempfer. And we also
3847 provided to you an economic impact of the projects that my clients have had the privilege of
3848 representing and providing and presenting here in Las Vegas and throughout the Valley for your
3849 edification.

3850 But finally, I brought to you the case law from the District Court of Nevada, Judge Smith, which
3851 has found in favor of the developer and against these homeowners, particularly a particular
3852 homeowner, Mr. Peccole, who has, who had filed a lawsuit and had his matter dismissed. And it
3853 also presented – to you the words of your City Attorney with regard to the right to build, as well
3854 as the right to have this particular project approved.

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3855 Also, the remarks of your Planning Commissioner, excuse me, your Assistant City Manager,
3856 Mr. Perrigo, who, when he was Planning Commissioner (sic), had indicated why this, zoning
3857 rights appertain and why there's a right to development.

3858 Now, with the right to develop, it does not give a blank check, by any means. It means that there
3859 would be development that would be appropriate and consistent, and certainly the project that is
3860 here does that. It will increase property values. It will increase use and – enjoyment of the
3861 location, and it will ensure that there's appropriate use of the property for the benefit of all,
3862 including those who are skeptical about the development.

3863 But when you look at the right to develop and you look at the completion of the needs, of the
3864 demands of the City and the satisfaction by the developer of the demands of the City, you have
3865 the public's interest being protected. And I – would just indicate that even your Councilman,
3866 Mr. Coffin, recognizes that there should be development there. It's a matter of what is the best
3867 type of development and what would be appropriate.

3868 I do want to speak to the words with regard to the 30-days continuance, because that was an
3869 important issue that took some up time today. We were sued by certain homeowners, 6
3870 homeowners, now expanded to, I think, about 20. We were sued in December of 2015. The
3871 intended purpose, as I read to you, to prolong and delay the agony of the developer, not to ever
3872 reach a resolution.

3873 The City of Las Vegas was sued in December of 2015, claiming that it had acted unlawfully. The
3874 City was sued in July of 2016, as was the developer in a separate lawsuit, again making
3875 outrageous claims against both the City of Las Vegas and the developer. And that case was
3876 dismissed by January of 2017. And this case that has been brought in December of '15 is set for
3877 trial or will be set for trial, we anticipate, the third week of September of 2017.

3878 So, Madame Mayor, what I'm suggesting is this. Because of the trial date that we've been aiming
3879 towards in the third week of September, it's not possible to delay the trial. I would be willing,
3880 unlike the plaintiff's counsel, to, if we had to adjust certain depositions, to do that. But there's no
3881 reason why opposing counsel and I and counsel for the City of Las Vegas, working with
3882 Mr. Jerbic, could not continue our work towards a trial date while we still, the lawyers, stay out

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3883 of the mix of 30 days that you've requested. I don't see them as mutually exclusive. Quite the
3884 contrary, I see them as in parallel and something that makes good sense.
3885 The developer has been put upon by some homeowners regarding a suit that we believe is
3886 frivolous. We have the opportunity to rid ourselves of this lawsuit in a month's time. We have
3887 already rid ourselves successfully defending a lawsuit in January of this year, and we do support
3888 a resolution of this matter.
3889 The – harm and damage to my client caused by some of these homeowners and caused by the –
3890 mischief of some of them has certainly been well documented and certainly hurtful to my client.
3891 And the preoccupation, that just – gnaws at anyone who listens to this record, about how much
3892 money is this developer going to make? How much profit is he going to make? Is he going to
3893 make a billion dollars? We heard one person today.
3894 Instead of understanding that somebody has made a reasonable investment, has the right to
3895 develop his property and seek City approval and input and the input of friends and neighbors.
3896 This developer developed 42 homes in this neighborhood, built the Towers, built Tivoli across
3897 the street, solved all of the drainage issues that could be possibly complained about, receiving
3898 FEMA approval. They are a neighbor. They are our neighbor, and they build a quality project.
3899 So, Madame Mayor, we would agree, with the cooperation of opposing counsel, to the 30 days.
3900 We would personally stay out of your negotiations and discussions. We do need to proceed to
3901 trial, but there's no reason why we cannot continue these negotiations with you.
3902 That being said, if that's their appetite on the part of the parties to do so, then, please, approve
3903 this Development Agreement today and allow us to go forward with our project.

3904

3905 **MAYOR GOODMAN**

3906 Thank you.

3907

3908 **JAMES JIMMERSON**

3909 But we need you to keep our trial date. In the same breath, we want to commit our continued
3910 cooperation with you.

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3911 And, Mr., Councilman Coffin, respectfully, I don't know anything about this claim of anti-
3912 Semitism. I do know that you stated on the record that you could not be objective with regard to
3913 this application. And that's the reason I know for the request for recusal. There's nothing personal
3914 here, as far as I know, from both my clients, certainly, not anyone here representing my clients.
3915 But your comments today certainly do not give us much comfort that you can look at our client's
3916 application impartially.
3917 Thank you so much, every one of you.

3918

3919 **MAYOR GOODMAN**

3920 Thank you, Mr. Jimmerson. And, hopefully, this last comment —

3921

3922 **COUNCILMAN COFFIN**

3923 Your Honor, I – will have to just take this liberty to say something about that, that Jimmy
3924 brought up. It's, this Development Agreement I don't like. I proposed one. If you want to call
3925 what I did on a blackboard or a whiteboard at Lowie's office a development agreement proposal,
3926 I made one. And, as you had mentioned, or somebody did, you did it, Jimmy.

3927

3928 **JAMES JIMMERSON**

3929 I didn't, but yes.

3930

3931 **COUNCILMAN COFFIN**

3932 You know –, that I told in a meeting here a few months ago, before the June 21 meeting, that not
3933 everything I believe would make this side happy, because I believed that there were some rights
3934 involved here that would allow —

3935

3936 **MAYOR GOODMAN**

3937 Councilman, I'm going to have to interrupt you.

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3938 **COUNCILMAN COFFIN**

3939 I'm trying to correct the record, Mary (sic) –

3940

3941 **MAYOR GOODMAN**

3942 No. It doesn't make any difference.

3943

3944 **COUNCILMAN COFFIN**

3945 Mary, Mayor –

3946

3947 **MAYOR GOODMAN**

3948 Excuse me, no –

3949

3950 **COUNCILMAN COFFIN**

3951 Mary, no, (inaudible) –

3952

3953 **MAYOR GOODMAN**

3954 I am going to assume of the prerogative of the chair. You can have your conversation later.

3955

3956 **COUNCILMAN COFFIN**

3957 I – still have an open mind on development agreements.

3958

3959 **MAYOR GOODMAN**

3960 Yes, ma'am, if you'll please go ahead so we can conclude the public comment and turn this to

3961 Mr. Seroka, who can come back to you, Councilman Coffin. You've already had 10 minutes.

3962 Please, go ahead.

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3963 **LOUISE FRANCOEUR**

3964 And thank you very much for letting me speak. This will be very short. And it would have been
3965 very nice for the residents to have been implicated from the get-go, when the plans were first
3966 being developed, as opposed to everything being now retroactive constantly. But —

3967

3968 **MAYOR GOODMAN**

3969 What? Oh, I'm sorry. Your name, please?

3970

3971 **LOUISE FRANCOEUR**

3972 Louise Francoeur from 9217 Tudor Park Place. What I did want to ask is I just want one
3973 example. I agree with everything Councilwoman Fiore said about what we're looking for in the
3974 community, but I want one example where in which in a developed neighborhood, such as
3975 Queensridge, one example where 1600 multi-family apartments were introduced that actually
3976 raised property values.

3977

3978 **MAYOR GOODMAN**

3979 Okay. I think that —

3980

3981 **LOUISE FRANCOEUR**

3982 I just want one example.

3983

3984 **MAYOR GOODMAN**

3985 Okay. And, it, that was already addressed earlier. So thank you.

3986 At this point, I'm going to close the public hearing, and, Councilman Seroka, you're in.

3987 Now, Councilman Barlow's going to be able to stay another half hour, at which point, hopefully,
3988 we will be moving towards a vote. Councilwoman has to leave, but you have the number to be
3989 able to call in.

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3990 **COUNCILWOMAN TARKANIAN**

3991 Yes. I'll stay as long as I can.

3992

3993 **MAYOR GOODMAN**

3994 Okay. Thank you. Okay. Councilman Seroka.

3995

3996 **COUNCILMAN SEROKA**

3997 Thank you, Mayor. As mentioned, this is quite a softball you've tossed me for my first major
3998 effort here, 14 days in from being sworn in, and I greatly appreciate this opportunity. So, thank
3999 you.

4000 You know, I live in the ward. I have – walked on the land, and I have met with, and I know most
4001 everybody that testified today on both sides. And I think it's important today that we understand
4002 what we're actually voting on as a Council. And I'll get to that in a minute. But, I just want to
4003 share that I have gone to school on this. I got sworn in, sworn in 14 days ago, and I have, from
4004 morning till late at night, every day of the week, except my anniversary, studied this topic, and
4005 I've worked extremely hard to understand what's before us today.

4006 And I wanna clarify, I'm not here to do anyone's bidding. Those of you that have met with me on
4007 all sides know that I have made that explicitly clear. I am here to represent what is the greater
4008 good of our residents of Ward 2 and the surrounding areas. And what's before us today will have
4009 regional impact. And we are being watched.

4010 Unlike in other parts of the state and nation, this is the first time in the City of Las Vegas where
4011 we have seen an actual plan to redevelop a golf course. There is no precedent. And the action we
4012 take today will be the precedent for the future and impact the lives of our citizens for decades to
4013 come.

4014 This agreement will have impact far beyond the Queensridge community. Adding over 2,000
4015 apartments and other commercial uses to a corner, which has already over 1400 multi-family
4016 units built or entitled would make this, as we've heard, the single most dense corner in the City
4017 of Las Vegas. You know, that sounds something more appropriate in Symphony Park or
4018 Downtown than in a suburban Summerlin.

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4019 I know we've had discussion on this, but an average of 35 units per acre is proposed in
4020 Development Area 3, which is adjacent to single-family homes. That doesn't seem to be
4021 harmonious and compatible.

4022 In this document, we, and what we are voting on today, it will affect everything from traffic to
4023 flood control to education, fire and police services, and they will all be impacted by this
4024 agreement. And I think it's critical that every member of this Council to have been able to read,
4025 understand, and agree with every single word in the document before any of us could even
4026 consider approving it. The implication of every should versus may, and versus or, or comments
4027 such as, at the sole discretion of the developer, must be understood because an interpretation can
4028 completely change an implementation.

4029 If we approve this, we will then approve an ordinance, which becomes our law. This agreement
4030 will carve in stone forever the future of not only Queensridge but the entire community. And
4031 because of this, I cannot take this lightly.

4032 I know that reviewing this document has been difficult for all of us. And I've heard it today, both
4033 of those residents and those of us on the dais, because among other things, we've seen at least
4034 three different versions in the last seven days. Exhibits appear to have been added, changed,
4035 removed, duplicated, and in meetings with staff, we found ourselves reading from different
4036 versions.

4037 Because of the changes, the confusion, no one seems to have had sufficient time to review
4038 whatever actual document it is that we are approving to the level of detail required to make a
4039 sound decision. Our residents deserve an opportunity to review, digest, and comment on such an
4040 all-encompassing and permanent agreement. They deserve better than what we have given them
4041 to date. I've consulted with a large number of experts. They include Mr. Ngai Pindell, a Harvard
4042 Law School graduate, which (sic) many of you know, a highly respected professor of law at
4043 UNLV. I've consulted with planners, other attorneys, developers, and experts in the fields of
4044 traffic, flood control, general development related fields. My understanding is that state law
4045 requires a determination whether the development agreement is in conformance with the Master
4046 Plan. If it is not, then it would require a major modification, a general plan amendment, and then
4047 it'd be followed by a development agreement, which is what's before us today.

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4048 Because we've skipped steps, we have some major issues to get through, issues that would
4049 normally have been fully analyzed through the major modification and general plan amendment
4050 process. Instead, we skipped it all and have gone right to the Development Agreement. It appears
4051 we've kind of put the cart before the horse and made our work more difficult.

4052 At the same time, I've learned in my discussions that it's customary practice for a developer to
4053 obtain entitlements before closing on a property. It is very atypical to have a case like this, where
4054 the developer chooses to move forward with a purchase without having the desired entitlements
4055 in place. I don't think it's the City's responsibility to match entitlements to financial requirements.
4056 It's the City's responsibility to ensure the proposed development is harmonious and compatible
4057 with the surrounding area.

4058 What we're talking about today is bigger than Queensridge. This action will set a precedent for
4059 every potential golf course conversion in the City of Las Vegas and possibly all of Southern
4060 Nevada. Quality of life issues, such as availability of open space, parks, little league fields,
4061 soccer fields in Wards 2 and 4, which are adjacent to each other, will all be impacted in, by
4062 adding in excess of over 3200 multi-family units and more than 7,000 future residents in just
4063 these four corners.

4064 At this time, I would like to highlight just a few example (sic) of concerns from this agreement.
4065 The Development Agreement provides no schedule or timeline and permits development at the
4066 developer's sole discretion. This allows for many risks for the City, including leaving the door
4067 open for potential transfer of interest to anyone at any time.

4068 Regarding flood control, which is a life safety issue, we know the potential resolution and
4069 engineering solutions are not yet complete or approved. And this is a large-scale effort. We are
4070 dealing with flow rates of 4,600 cubic feet per second. Imagine 4600 basketballs passing by you
4071 every second.

4072 In addition, this allows units to be built before the flood control solutions are completely in
4073 place. Additionally, in October of '16, I'll say 2016, specific, the City's Traffic Engineer wrote a
4074 letter to the applicant stating that no development with the current road structure could be, occur
4075 in Development Areas 2 and 3, unless an easement was provided by the Las Valley, Las Vegas
4076 Valley Water District.

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4077 In addition, as it's been mentioned, I've been told verbally that without that easement, no more
4078 than 1500 units can be built without their easement. I've received a letter, I – (sic) may have
4079 already been put into the record, that says they're not going to get that easement. It's not going to
4080 happen. And that makes a major portion of this agreement challenged.

4081 Other incentive items in the agreement, as briefed, are contingent upon items out of the control
4082 of the residents, one of them being the Las Vegas Valley Water District easement. It would seem
4083 that in good faith those contingent items would be part of the agreement and they would be going
4084 in – play anyway.

4085 When it comes to fire, police, medical services, the school, the Development Agreement does
4086 not address this at all in any section. The impact of public safety or schools. Public safety I
4087 understand consumes a majority of the local government expenditures. This agreement does not
4088 provide for any additional public safety resources. And over the last seven months, speaking to
4089 thousands of Ward 2 residents, crime and lack of police presence is already a top issue affecting
4090 our community.

4091 The Clark – County School District has sent a letter requesting an agreement to address the need
4092 to accommodate additional students. That should be addressed in the Development Agreement,
4093 as well, just as it has been in other similar agreements. Our schools in Ward 2, as we know, are
4094 already severely over-capacity. This is a critical issue.

4095 These are just some examples of concern. There are far too many to describe here.

4096 So, as I move toward the conclusion, I've looked at 13 recent golf course closures in
4097 communities across the country and how they're dealing with them. These include one course
4098 that closed 10 years ago in Florida, where the developer was proposing only 800 homes or so.
4099 No decision has been yet made after 10 years. We don't wanna emulate them.

4100 None of the 13 courses I studied had anything close to the number of units being considered here
4101 today. The vast majority of these cases have former 18-hole golf courses being converted to 2
4102 (sic) to 300 homes, not 2100 units at 35 units per acre.

4103 As a way to tackle the new phenomenon, we heard earlier today a, of golf course closures, a
4104 county in Florida put a moratorium on golf course conversions until they could develop
4105 appropriate policies. Maybe we should be considering doing the same.

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4106 I believe, as we've heard today from others, a reasonable and equitable development agreement
4107 is possible, but this is not it. I've worked extremely hard in my first two weeks learning all sides
4108 of the issue, the history and what needs to be done. What we need to do is do better by our
4109 citizens, including the developer. We need consistent information, thoughtful discussion and
4110 dialogue.

4111 So I considered the options. To vote yes would be putting in place an agreement where there is
4112 no agreement. Clearly, we hear that today. There is no clarity. There is consistency. In essence,
4113 we don't really know what we are agreeing to. Whoever do, however, we do know we are far
4114 from agreeing.

4115 Now, I want to ask, Mr. Jerbic, if we do vote yes, can we ever change the density that we agreed
4116 to?

4117

4118 **BRAD JERBIC**

4119 No. That's a 20-year agreement with a 5-year option, I believe.

4120

4121 **COUNCILMAN SEROKA**

4122 Could we change the location of a development once we agree to this?

4123

4124 **BRAD JERBIC**

4125 No.

4126

4127 **COUNCILMAN SEROKA**

4128 Thank you. So what we're saying is if we agree to this, we have no say. And I'm saying we don't
4129 really know what it is that we're agreeing to, and we don't have an agreement. A development
4130 agreement is a contract with, a contract; it assumes agreement.

4131 On the other hand, to vote no, no presents concerns about it's, what, next in the property, what
4132 goes next, and we've heard that discussion. However, it does bring us closure. I've heard the
4133 appeal for that, on both sides. It resets the discussion if there is going to be a discussion into the

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4134 future. It also levels the playing field for – the future and encourages a dialogue and compromise
4135 heretofore not seen.

4136 In speaking with the City Attorney, a new agreement can come back at any time, even if we vote
4137 no to this one. You just can't bring this one back for a year, but you can bring another one back
4138 right away.

4139 To abey. We've heard a lot of discussion about delaying today. A vote to abey for two weeks or
4140 even a month is an attractive option. We hope, we would hope it would allow all parties to
4141 address their concerns, and actually come to an agreement. However, it's easily argued, what's
4142 the point? It's been two years.

4143 At this point, and we've heard that length of time repeatedly today, two, two and a half years.
4144 After that period of time, you would expect an agreement to be perfect, to be no typos and
4145 everything squared away. In addition, this meeting has been on the books for six weeks.

4146 What have we done? In the, there has only been minor movement in the agreement by either
4147 party in the last seven days. So what would an abeyment (sic) do?

4148 This Council is the body to determine policy. And I think it's fair to say that this document, as it
4149 stands, whichever version we're looking at right now, is not good policy. I want to, it appears we
4150 are at an impasse. And remember, this is, we are voting on an agreement for all the marbles.

4151 There is no changing it later if we vote yes. If we were working on a major modification or a
4152 general plan amendment, that would be different.

4153 I've heard that we may need an opportunity for the community and the developer to move on.

4154 I've heard that loud and clear today. So, Madame Mayor, I would like to make a motion, and I

4155 **move to deny** this Development Agreement. And I ask my colleagues to join me in protecting

4156 **this community, and respecting the developer.**

4157

4158 **COUNCILWOMAN FIORE**

4159 Mayor, may I ask if Councilman Seroke would consider a motion to maybe withdraw?

4160

4161 **COUNCILMAN BARLOW**

4162 The, withdraw without prejudice?

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4163 **COUNCILWOMAN FIORE**

4164 Yeah, withdraw without prejudice.

4165

4166 **COUNCILMAN COFFIN**

4167 Who has asked that?

4168

4169 **COUNCILMAN BARLOW**

4170 That's what she's asking.

4171

4172 **COUNCILWOMAN FIORE**

4173 Yeah.

4174

4175 **BRAD JERBIC**

4176 It seems to me, and let me talk to Tom, as well. I don't know that there's really any difference. A
4177 withdrawal, since they can come back with another agreement any time, a different agreement,
4178 certainly a different agreement, maybe even this agreement, it would operate almost as the same.
4179 If it's withdrawn, it's off until somebody brings back something different, and I – can tell you we
4180 would be very disappointed if somebody tried to bring this back after there was a withdrawal,
4181 because we would expect something different, if it did come back.

4182 But that's, legally, they almost operate as the same. This would not be on the table. There would
4183 not be another vote. It would be gone until somebody proposed something else.

4184

4185 **COUNCILWOMAN FIORE**

4186 Okay.

4187

4188 **MAYOR GOODMAN**

4189 Any more comments? Because there's a motion on the floor to deny.

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4190 **COUNCILWOMAN FIORE**

4191 So if – I, this is my, I understand the motion to deny. And my biggest concern with denying this
4192 is, again, just having Badlands in – limbo. And so today this is what I heard, and I took some
4193 notes. And so you guys are not upset that you don't have a golf course, like my Silverstone folks
4194 are. My residents are upset about their golf course. You guys are upset about a contractor. Okay.
4195 And you're willing to fight for the developer to go into foreclosure so another developer can
4196 come in.

4197 That's what I heard, and as a woman with intuition, I, it kind of sounds like you have some
4198 lenders and investors and lots of dollars to take this property. And that's basically forcing the –
4199 contractor out of dollars. So, that's, I'm going to vote no on this, because I want 30 days. So if it
4200 passes, it passes. If it fails, I'm gonna come back with a motion to give us 30 days.

4201

4202 **COUNCILMAN BARLOW**

4203 Mayor?

4204

4205 **MAYOR GOODMAN**

4206 Yeah?

4207

4208 **COUNCILMAN BARLOW**

4209 I don't know what it's worth, but we've been at this for quite some time now. And I believe that
4210 we, one last ditch effort, I don't think 30 days is going to impact us. After 30, you know, come 30
4211 days from now, I may have a different feeling, in relation to where we are with this. And so, I
4212 believe, that 30 days is one last ditch effort, because I, what I really don't want is for the golf
4213 course to go down, specifically after the photos that I've seen.

4214 I used to play Badlands quite a bit. It was one of my favorite courses. And so, to see where it is,
4215 in this state right now, it can only get worse. And I just hate that the residents in this area would
4216 have to live with the golf course being in such grave despair moving forward. And so, I would at
4217 least wanna try one more opportunity for a 30-day approach. Thank you.

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4218 **MAYOR GOODMAN**

4219 And I'm going to add into that, because we have spent two years at this, and I am going to ask,
4220 after this vote, we'll see where it lands. I still believe that this is something we can work through,
4221 want those 30 days as well, and I still would ask, depending on this may pass, and I really
4222 appreciate everything you've done, your research, everything, your earnestness in this, that,
4223 Councilman Seroka, and really appreciate it. But my – hope would be that with those 30 days
4224 and then at that point asking staff to create this from what everything that they've heard, that I
4225 started with this morning or whenever it was, that we would go there.

4226 But there is a motion on the floor. The vote would be to agree with Councilman Seroka that a
4227 vote for yea is a vote to support his motion that says denial. Correct?

4228 Okay. So I am calling for the vote. Please vote.

4229

4230 **COUNCILWOMAN TARKANIAN**

4231 Madame Mayor –

4232

4233 **MAYOR GOODMAN**

4234 Yes –

4235

4236 **COUNCILWOMAN TARKANIAN**

4237 – can I just say that I would prefer to wait the 30 days, but out of respect for the person who,
4238 who's mostly involved with this, I would go for the denial.

4239

4240 **MAYOR GOODMAN**

4241 Okay. So you have to vote. Vote your yea. Okay. And, Councilman Coffin, please vote. And
4242 then I'm going to ask you to post. No, she's voting. Your comment – was?

4243

4244 **COUNCILWOMAN TARKANIAN**

4245 I would prefer – waiting the 30 days. I'm just one of those people that feels you never give up.

4246 However, he has had a lot more time to read the research, and I'm going to go on the basis of

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4247 what he recommends as the leader in that area.

4248

4249 **MAYOR GOODMAN**

4250 Oh. All right. So, please post. Everybody's –

4251

4252 **COUNCILWOMAN TARKANIAN**

4253 Oh, I do that all the time. Sorry.

4254

4255 **MAYOR GOODMAN**

4256 How do you know? Oh, because you have the vote.

4257

4258 **COUNCILMAN BARLOW**

4259 Right.

4260

4261 **MAYOR GOODMAN**

4262 And then, please post. And the motion carries.

4263

4264 **COUNCILMAN BARLOW**

4265 Yes, she has to revote.

4266

4267 **MAYOR GOODMAN**

4268 We withdraw the whole the vote? Bring it back to us and we all revote?

4269

4270 **COUNCILMAN BARLOW**

4271 No, she has it right there.

4272

4273 **MAYOR GOODMAN** Oh, you have it. Yeah. Hold back. Withdraw your vote. And the motion

4274 carries. (Motion to Deny carried with Goodman, Barlow and Fiore voting NO.) So the

4275 motion has been upheld to deny. And thank you all for your support and efforts and where we

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4276 are.

4277 So, we will now move, yes, please. Turn your microphone on.

4278

4279 **CHRIS KAEMPFER**

4280 If I may just please just thank staff for their hard work in this, especially Brad Jerbic and Tom

4281 Perrigo, and I appreciate what they've done.

4282

4283 **MAYOR GOODMAN**

4284 Everybody, please keep your voices down as you're going out.

4285

4286 **CHRIS KAEMPFER**

4287 They know I appreciate what they've done.

4288

4289 **MAYOR GOODMAN**

4290 Yes.

4291

4292 **CHRIS KAEMPFER**

4293 You know that the suggestion that they worked, on behalf of the developer, is insane, and it was

4294 their efforts that got it from 3,000 units to 2,000. It was their efforts that got three towers to two.

4295

4296 **MAYOR GOODMAN**

4297 Thank you. No, they work very hard.

4298

4299 **CHRIS KAEMPFER**

4300 It was their efforts that got, I mean, staff did an incredible job on behalf of the City and the

4301 neighbors. Thank you.

4302

4303 **MAYOR GOODMAN**

4304 Thank you, Mr. Kaempfer. Thank you. Thank you very much. All right. We will then move on to

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4305 Agenda Item 31, Recommending Committee, bills eligible for adoption at this meeting. Bill No.
4306 2017-27. City Attorney, would you read the bill, please.

4307

4308 **BRAD JERBIC**

4309 Your Honor, I don't have to read it. I'm going to recommend, based on the vote that you just took
4310 last, this is irrelevant and ask that you strike it from the agenda.

4311

4312 **MAYOR GOODMAN**

4313 Thank you. Agenda Item 31 is stricken.

4314

4315 **END RELATED DISCUSSION**

4316 **RESUMED RELATED DISCUSSION**

4317

4318 **STACEY CAMPBELL**

4319 Thank you, Mayor. We need to vote on 31.

4320

4321 **MAYOR GOODMAN**

4322 Okay. May I have a motion on 31? So sorry. The motion to strike, on Agenda Item 31, please. I'll
4323 make the motion to strike 31.

4324

4325 **COUNCILMAN SEROKA**

4326 Mayor, I'd like to make a **motion to strike** Item 31.

4327

4328 **MAYOR GOODMAN**

4329 Okay. Thank you. Motion, the Councilwoman is gone. All right, there it is. Please post. Motion
4330 carries. (**Motion to Strike carried with Tarkanian excused.**)

4331 **(END OF DISCUSSION)**

4332 /slc;gpb

Exhibit 55

70 ACRES

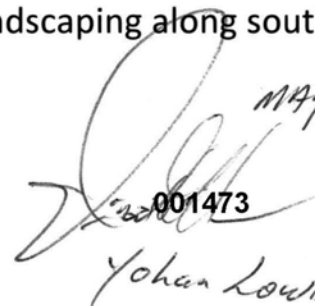
435	Units on on 17.49 acs
<u>1530</u>	Units on 49.72 acs
1965	Total multi-family units

183 ACRES

51	Lots on 35 acres
<u>50</u>	Lots on 17 acres and other areas w/similar density
101	Lots on 52 acres
<u>50</u>	Lots on 130 acres +
151	Total single family lots

OTHER

- Boutique Hotel not to exceed 130 rooms w/facilities and amenities
- 15,000 square feet of ancillary commercial, no individual space to exceed 4,000 square feet
- Access to existing Queensridge gates and roads
- Reduce building to 3 stories for 435 units adjacent to pool area of One Queensridge Place
- Up to 300 assisted living units
- Amenities
 - o Park w/vineyard
 - o New south gate, gate house and entrance way
 - o New north entry gates
 - o Controlled access to trails , bike routes, and dog park on 70 acres for One Queensridge Place
 - o Security fence, parking (min. 35 spaces), landscaping along south property line of One Queensridge Place
 - o Ability for up to 2.5 acre nursery
 - o Land for possible equestrian facility

MAY 4th 17

0001473
Johan Louw 00001837

RA 01281

Exhibit 56

Badlands Development Agreement CLV Comments

Planning

Recitals

City Attorney to provide additional Recital language.

Recital D refers to Resolution R-176-2004 and should be removed, as it is not relevant to the subject site. If the Developer wants to meet the intent of the Resolution then such could be stated.

Recital I refers to Resolution R-176-2004 and should be deleted.

Section One – Definitions

“BLM” should be removed from the list of definitions as it is not relevant to the subject site.

“Certificate of Occupancy or C of O” shall be included within the definitions as the development includes multi-family development. The definition shall be as follows:

“That certificate issued by the Building Official pursuant to the *City of Las Vegas Administrative Code* authorizing the use and occupancy of buildings and structures or portions thereof after the Building Official has inspected the building or structure and has found no violations of the provisions of that code or other laws which are enforced by the enforcement agency.”

“City Infrastructure Improvement Standards” refers to Kyle Canyon and should be revised to Badlands, unless no new engineered drawings are to be included within the Design Guidelines and then the entire sentence should be deleted.

“Entitlement Request” should include Site Development Plan Review within the definition.

“Grading Plan, Master Rough” shall be removed from the Development Agreement.

- B&S: The building code only allows grading of up to 120 acres at one time. We are okay with allowing more as long as it is clear the dust control and erosion control will be strictly enforced due to the neighborhood.

“Grading Plan, Specific” shall be removed from the Development Agreement and replaced with current UDC grading procedures/requirements.

PW: “Master Sewer Study” shall be revised to read as follows:

“means the comprehensive study to be approved by the Director of Public Works prior to the recordation of the first Development Phase Final Map, including updates required by the City where changes to the conditionally approved densities or layout of the development are proposed that would impact on-property and/or off-property pipeline capacities and may result in additional required off-property sewer improvements.”

“Master Utility Plan” should be revised to reflect the removal of “....except easements for existing NV Energy facilities constructed pursuant to BLM grants,” as it is not relevant to the subject site.

PW: “Parent Map, Tentative” shall be revised to read as follows:

“means a preliminary subdivision map of the Property that is the first discretionary request by the Master Developer to legally subdivide the Property pursuant to the provisions of NRS 278 and the UDC. Such map shall delineate all areas to be subdivided, including sanitary sewers, roadways and related necessary rights-of-way, easements and common areas. Furthermore, such map shall not include any individual residential lots.”

“Property” should be updated to reflect the correct gross acreage of the site (250.92 acres).

PW: “Village Streets” If the development does not have village streets then this definition is not needed.

Section Two – Applicable Rules and Conflicting Laws

Section 2.02(d) –Area plans would be a plan that the MD could abdicate from. CAO to comment.

Section Three – Planning and Development of the Community

Section 3.01(a) – single-family and multi-family shall be properly hyphenated.

Section 3.01(f) – Master Developer is to present to the City a justification for why this special provision that was allotted to Skye Canyon should be granted to this proposed development. (Alcohol Related Uses)

Section 3.01(g) – This section would be better addressed within the proposed Design Guidelines. Further discussion will be needed regarding any special provisions and potential language to be added to the DA versus the Design Guidelines.

B&S: Section 3.02(a) - Since this development is primarily commercial based it was discussed to limit the number of permits to buildings instead of a percent complete. We will only issue one C of O for the commercial buildings so there will not be a way to track the percentage of available units.

B&S: Section 3.02(b) - It is unsure how they will map the property so this section may need to be modified once a decision is made.

PW: Section 3.02(c) – This is typical of single-family residential development. The City will withhold building permits versus C of O.

Section 3.02(d) – Language pertaining to Master Rough Grading shall be removed from the Development Agreement. This section shall be reworded to reflect conformance with current grading practices.

- PW: Not sure if this section applies.

Section 3.03(d)(ii) – States “Prior to the Planning Commission consideration of a Major Modification that increases density in the Community...” This language alludes to the fact that the Major Modification process can increase density within the Community, when in actuality on the amending of the Development Agreement can do so. This language will need to be revised.

Section 3.05(a)(2)(b) – This section shall be revised to read as follows: “ The addition of similar and complementary architectural styles, color palates and detail elements to residential and commercial uses.” This language is to be identical to Section 3.03(b)(ii).

Section 3.05(a)(2)(e & f) – Setback encroachments and wall heights and locations are to be placed within the Design Guidelines. Please remove from the DA. Regarding encroachments on should also include pergolas.

Section 3.05(b)(2)(ii)(2) – Add the following language, “The Director of Planning may, in their discretion, approve or deny....”

Section 3.06(b) – Planned Community should be “Planned Development”. “R4 Zoning Classification.....” Should read as follows “...High Density Residential (R-4) zoning classification on the portion of the Property shown as Orchestra Village Planning Areas 1 & 2 on the Master Land Use Plan.”

PW: Section 3.06(c)(i)(4) - Per UDC, should show sanitary sewer layout for connection points and identify public sewer easements.

B&S: Section 3.06(c)(ii) - Depending on how the map proceeds this may need to be modified. DA Section reference regarding Off-Site Improvements is incorrect.

PW: Section 3.06(c)(ii) - Not sure this section applies. Modify based on Mapping. Construction phase should be tied to drainage improvements.

PW: Section 3.06(c)(ii)(1) - Will not need this as we’re looking at one master Tentative map and subsequent Final Maps.

PW: Section 3.06(c)(iii) - Will not need this as we’re looking at one master Tentative map and subsequent Final Maps.

Section 3.06(c)(iii) – Is the Master Developer going to be filing all of the Tentative Map requests? Also, if the proposed land use designations within the PD are specific to only one set of standards then the last sentence should be deleted. If the Master Developer is not submitting all of the Tentative Maps and an individual builder can submit a Tentative Map, the last sentence should be revised to reflect the Master Developers submitting a letter substantiating their review and approval of the request prior to or at the same time as submittal of the Tentative Map.

Section 3.06(c)(iv) – Site Development Plan Review is capitalized.

Section 3.06(c)(iv)(1 & 2) – The review type is Site Development Plan Review (capitalized). These sections should follow the same process as the Special Use Permit. If the desire is to have everything

administrative the language in this section shall refer to the new process that is to be established by the Design Guidelines. The language is to include the Administrative review times and appeal process for the applicant and City Council, as well as the Master developer written verification letter language.

Section 3.07(b) – There is no need for a model homes to be allowed at an earlier point in time than that allowed by the UDC. Master Developer will need to justify why they should have this special provision. The City is inclined to have the Master Developer conform to the UDC standards.

- B&S: If there are no models this section can be deleted.

B&S: Section 3.10: Since everything internal is going to be private, is this section needed?

PW: Section 3.10: Replace this section with areas that are not a part of this DA but will need full street improvement. – LVVWD property.

Section 3.11 – Community identity monuments would be better served as being part of the Design Guidelines and not a subsequent review. If time is not permitting these to be designed and incorporated into the Design Guidelines then this language could remain.

PW: Section 3.12 - Possibly no Village Streets so this paragraph should include all common areas.

Section 3.13 – Need a decision on whether or not the Master Developer is going to use a City standard street light pole. Need to know if there is going to be a Master HOA responsible or if there is some other entity yet to be defined.

- PW: May not need if we don't have a dedicated public street.

Section 3.14 – Master Developer indicated that there would be no blasting and that they would use existing materials on-site to create fill and grade. This section will need to be revised to include the intended method of processing, as well as if there will be trucking of materials.

- B&S: Recommend adding a section about a crushing operation. It was asked by GC Wallace what the requirements are and because of the neighborhood I think it should be identified, i.e. noise abatement, hours and any penalties.

Section 3.18 – Please include Republic Services in the Franchise Agreements section.

Section 3.19 – The proposed commercial section of the overall development is within the Planned Development (PD) portion. The development standards to be applied to this land use designation shall be prescribed within the Design Guidelines or deferred to a specific City of Las Vegas zoning district [i.e. C-1 (Limited Commercial)]. The multi-family (hyphenated) is found within both the PD portion and the straight R-4 zoned portion of the property. The PD portion will need to development standards as prescribed within the Design Guidelines and the straight zoned portion will defer to the UDC zoning district development standards. This is best done by calling out "Planning Areas" numbers or some other identifier within the Master Land Use Plan.

Section 4.01(a) – The “similar entity” will need to be defined within the definitions, described within the Recitals, as well as anywhere else maintenance or responsibilities are discussed and change of assignment language is present.

- PW: This section shall be revised to read as follows: “Master Developer agrees to organize a Master HOA or similar entity to manage and maintain sidewalk, common landscape areas, any landscaping within the street rights-of-way including median islands, public drainage facilities identified as privately maintained located within on the property, including but not limited to, rip-rap lined channels and natural arroyos as determined by the Master Drainage Study or applicable Technical Drainage Studies, but excluding City dedicated public streets, curbs, gutters, streetlights upon City-dedicated public streets, City owned traffic control devices and traffic control signage and permanent flood control facilities as identified on the Regional Flood Control District Master Plan Update that are eligible for maintenance funding.”

Section 4.01(b) – This section speaks to a Nevada non-profit entity for the HOA or “similar entity”. The Master Developer has indicated a for-profit management group (Landscape maintenance) so clarification is needed.

PW: Section 4.02 – This section shall include the following sentence: “The Flood Control portion of the Maintenance Plan shall comply with Title 20.10.”

Section 4.04 – This section will be subject to negotiation. The City wants assurances through development triggers/milestones that will require improvements to be installed. There is no desire to leave such improvements to market demands or uncertainty.

- PW: Not sure we’ll have public streetlight with this project, so the language will need to be changed if we don’t. The following sentence is to be eliminated from the section: ~~“Master Developer or Master HOA or similar entity will maintain all temporary detention basins identified in the Master Drainage Study.”~~

Section 5.01 – Public facilities or contributions towards public facilities will need to be placed here. Commitment by the Master developer to provide contributions towards things such as pedestrian bridges, open space facilities to service their Community and the community at large will need to be negotiated based upon amount open space provided and intensification of service demand due to new residents. At a proposed 3,080 residential units at a ratio of 2.5 persons per unit yields 7,700 residents. An open space provision of 2.5 acres per 1,000 residents would result in the provision of 19.25 acres of open space being required. Planning Area 1 contains 60,325 square feet (approximately 1.38 acres or 31%) of recreation/open space for where 4.5 acres would be required (720 units X 2.5 persons = 1,800 residents / 1,000 X 2.5 acres = 4.5 acres).

Area	Units	Provide Open Space		Required Open Space		Δ	
1	720	60,325 SF	1.38 Acres	196,020 SF	4.5 acres	-135,695 SF	-3.12 Acres
2	1500	TBD	TBD	408,375 SF	9.375 acres	TBD	TBD
3	800	TBD	TBD	217,800 SF	5 acres	TBD	TBD
Forrest	60	TBD	TBD	16,335 SF	.375 acres	TBD	TBD

Total	3,080	TBD	TBD	838,530 SF	19.25 acres	TBD	TBD
--------------	--------------	------------	------------	-------------------	--------------------	------------	------------

Section 6.01 – Conservation areas placed behind gates, which will not be accessible for the mutual enjoyment of the Community within and outside of the community will not be considered open space and will need to be differentiated within this section of the DA.

PW: Section 7.02 - No BLM that we're aware of. Possibly delete this section.

PW: Section 7.04(a) - One of the criteria is that calculations are done using a pipes' capacity at ½ full. Please revise the language as follows: "Design and Construction of Sanitary Sewer Facilities Shall Conform to the Master Sanitary Sewer Study. Master Developer shall design, utilizing City's sewer planning criteria, and construct all sanitary sewer main facilities that are identified as Master Developer's responsibility in the Master Sanitary Sewer Study."

PW: Section 7.04(c) – Please add the following language as a new subsection:

(c) Updates. The Director of Public Works may require an update to the Master Sanitary Sewer Study as a condition of approval of the following land use applications: tentative map, residential or commercial; site development plan review, multifamily or commercial; or parcel map if those applications are not in substantial conformance with the approved Master Land Use Plan or Master Sanitary Sewer Study. The update must be approved prior to the approval of any construction drawings. An update to the exhibit in the approved Master Sanitary Sewer Study depicting proposed development phasing in accordance with the Development Agreement shall be submitted for approval by the Sanitary Sewer Planning Section.

PW: Section 7.05 - Not needed if no Village Street.

PW: Section 7.05(e)(i & ii) - Anticipate approval of master studies prior to DA going to City Council.

PW: Section 7.05(e)(iv) - Main Storm Systems must be in place or bonded for prior to approval of civil plans for a given development area.

Section 7.08(d) – The construction of On-site and Off-site improvements should be tied to development milestones/dates and not be fluid , so that there is a high level of assurance the Master Developer will improve the property beyond the first phase and any new assignees will also be held to the improvement requirements if the original Master Developer defaults.

Section 7.09(d) - The construction of drainage improvements should be tied to development milestones/dates and not be fluid , so that there is a high level of assurance the Master Developer will improve the property beyond the first phase and any new assignees will also be held to the improvement requirements if the original Master Developer defaults.

- PW: Provide agreed triggers for construction phasing. CLV would like to hold permits on last 2 buildings in area 2 till we have construction plans and a bond for the complete storm drain improvements.

PW: Section 8.01 - We don't think this section is applicable, but if used it can only be used for items identified on the Master Flood Control District Facilities within the Property. SID must be based on maximum density and pro-rated.

Section 10.03 – This section speaks to the limitations of monetary damages due to breach of contract. The City may want to explore a higher level of assurance through the revising of this section to include penalties?

Section 11.02(b)(2) – Do we want investment firms to be “pre-approved transferees”? This was only in the Skye Canyon DA as a result of Wachovia. I am not sure this is applicable.

Section 11.04 – This section includes the defense against legal action related to the waiver of any proximity restriction specified in the UDC for alcohol related uses. If the Master Developer does not bring forth justification for why Section 3.01(f) should apply to this development this portion of the section can be deleted.

Section 11.13 – The CAO will review this section, as to whether or to have this in the agreement.

Design Guidelines

Development Standards specific to the Forrest at Queensridge

Building Fire Sprinkler Systems

- All buildings subject to this agreement shall be provided with an approved automatic fire sprinkler system designed and installed in accordance with the Fire Code.

Exceptions:

- Detached structures located more than 25 feet from habitable structures, less than 500 square feet in area, not meant for human habitation,
- Open faced canopy structures (Ramadas)
- The onsite water system design shall accommodate the requirements for building fire sprinkler systems.

(Based upon reduced roadway design speeds, reduced roadway width, longer dead-ends and cul-de-sacs, and relaxed secondary access requirements, the time for emergency vehicles is increased above that of conventional development patterns within the City of Las Vegas.)

Roadways

Vehicle Turnouts. Vehicle turnouts shall comply with the following:

- Turnouts shall be a minimum of 10 feet wide and 80 feet long with a minimum 10 foot taper at each end of the turnout.
- Roadways shall have turnouts every 800 feet or at the midpoint if the road is 1,600 feet or less. Turnouts may be installed on either side of the road.
- When approved by the Fire & Rescue, turnarounds may be used in lieu of vehicle turnouts.

Driveways

For the purposes of this agreement, driveways are private drives providing access from a roadway to a home or homes.

- Driveways shall be a minimum of 16 feet in width and built to accommodate fire department apparatus.
- Driveways greater in length than 150 feet shall be provided a fire department vehicle turnaround.
- Electronically controlled access gates associated with driveways of length greater than 50 feet shall comply with the fire code to provide immediate access for emergency response.

Vegetation

A vegetation management plan shall be developed and submitted to the fire department for approval. Fire-resistive vegetation shall be utilized where possible to prevent the spread of fire within the proposed conservation overlay area. Natural fire breaks shall be incorporated within the conservation overlay area.

Planning 11/05/15 DA Highlights

1. The Design Guidelines are need for review and comment prior to the Development Agreement being able to be moved forward.
2. A Master Rough Grading Plan shall be removed from the DA and all language shall reflect conformance to the current adopted grading development standards.
3. Residential Adjacency Standards are to be addressed in the Design Guidelines.
4. Model Homes do not seem relevant to this project; therefore the language should be removed.
5. The City wants assurances through development triggers/milestones that will require improvements (Flood, drainage, etc.) to be installed. There is no desire to leave such improvements to market demands or uncertainty.
6. Provision of open space/recreation is to be provided at a rate of 2.5 acres per 1,000 residents. Contributions to improvements and offsite recreation facilities may be negotiated as acceptable means by which to mitigate on-site deficiencies.

From: Peter Lowenstein [mailto:plowenstein@LasVegasNevada.GOV]
Sent: Thursday, November 5, 2015 2:36 PM
To: Stephanie Allen
Cc: James B. Lewis; Tom Perrigo; Bart Anderson; Robert Fash
Subject: Badlands DA Comments

Stephanie,

Please refer to the attached Development Agreement (DA) comments. Attached you will find a master list of DA comments, as well as two separate highlight lists from Planning and Public Works. Fires comments are located at the end of the master list as they are applicable to the Design Guidelines than that of the DA. Please let me know if there are any questions. We will see you on Tuesday. Thank you.



Peter Lowenstein, AICP
Planning Section Manager
Department of Planning

(702) 229-4693

[Planning Department](#)

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001483

RA 01292

Jennifer Knighton (EHB Companies)



Frank Pankratz (EHB Companies) <frank@EHBCompanies.com>
Wednesday, February 24, 2016 11:53 PM
Peter Lowenstein; Steve Swanton
Chris Kaempfer (ckaempfer@kcnvlaw.com); Alan Mikal (EHB Companies)
RE: 2016 Peccole Ranch Master Plan Update DRAFT comments (full list)

Peter and Steve,
Thank you so much. Our responses are in red below.
Best,
Frank

From: Peter Lowenstein [mailto:plowenstein@LasVegasNevada.GOV]
Sent: Wednesday, February 24, 2016 1:41 PM
To: Frank Pankratz (EHB Companies) <frank@EHBCompanies.com>
Subject: FW: 2016 Peccole Ranch Master Plan Update DRAFT comments (full list)

Frank,

Here are Steve's preliminary draft comments.

Peter Lowenstein, AICP
Planning Section Manager
Department of Planning
(702) 229-4693

[Planning Department](#)

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From: Steve Swanton
Sent: Wednesday, February 24, 2016 1:38 PM
To: Peter Lowenstein
Subject: 2016 Peccole Ranch Master Plan Update DRAFT comments (full list)

Here's the full list:

1. Suggest creating separate sections (1, 2, 3 . . . , etc.) for the Introduction, Development Standards, Commercial/Office, Infrastructure, etc. with each new section starting on a new page. The text would be easier to read and make reference to in the future. **We have added Section I, Section II and so forth to each new heading but haven't started each Section on a new page as a number of the Sections are only a few sentences.**

2. Suggest using a table format for development standards for a quick, easy-to-read, at-a-glance reference. **Agreed and done.**
3. Suggest a universal statement determining which document(s) govern when something is not addressed in either the Development Standards, the Development Agreement, or both. **Have included in Major Mod.; DA will address as well.**
4. Suggest a section determining how deviations from the Development Standards are to be handled by the City. (Waivers?) **Have included in Major Mod.; DA will address as well.**
5. Do project applications go through a master developer before coming to the city for review? If so, is there a review process? **Have included in Major Mod.; DA will address as well.**
6. (Pages 5 and 9, Exhibit I, Exhibit J-2) Land use categories of “Residential” and “Residential High” are confusing and are inconsistent with the previous iterations of the Peccole Master Plan and the City of Las Vegas General Plan. The GPA should be from PR-OS (Parks/Recreation/Open Space) to DR (Desert Rural Density Residential) for the large lot single family area and H (High Density Residential) for the multi-family area. **Have spoken with Peter and will be corrected.**
7. (Page 10) What is the minimum width of the conservation easement? **Will be addressed in Maj. Mod.**
8. (Page 11) Is the different font in the 2nd paragraph intended to stand out, or look like the rest of the text? **Yes corrected.**
9. (Page 14) Fences and Walls: suggest adding hard (mapped) property lines for clarity. **Done.**
10. (Exhibits F-1 and F-2) The green outline in the legend (for Location of Land Used as Golf Course in 1990 does not show up well in the colored version. Consider making the line thicker for clarity. **Done.**
11. (Exhibits G and J-1) Consider using standard land use colors for the zoning designated areas. (e.g., C-1 – light pink, R-4 – brown, R-E – green, R-PDx – gold, C-V – gray, etc.) **Hopefully you can agree that we can stick with what we have as colors were driven by the 1989 Master Plan Exhibit’s existing colors which for comparative purposes were then used in the 1990 Master Plan and then used in the 2016 Master Plan.**
12. (Exhibit J-1) In the legend, the color key is not aligned with the descriptions. **Done.**
13. (Exhibit J-2) In the legend, the General Plan designations need to match the City’s General Plan designations (R would be DR, H is still correct). **Handling as per 6. above.**



Steve Swanton

Senior Planner

Department of Planning

333 N. Rancho Drive, 3rd Floor

Las Vegas, Nevada 89106

Voice: (702) 229-4714 | Fax: (702) 474-7463

[Planning Department](#)

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Jennifer Knighton (EHB Companies)

From: Stephanie Allen <SAllen@kcnvlaw.com>
Sent: Monday, May 22, 2017 3:32 PM
To: Brad Jerbic; Peter Lowenstein; tperrigo@LasVegasNevada.GOV
Cc: Frank Pankratz (EHB Companies) (frank@EHBCompanies.com); Adar Bagus
Subject: RE: Draft SDR provision

Hi all,
Based on our discussion, please see below the revised SDR language.
Thanks,
Stephanie

(i) Site Development Plan Review. Master Developer shall satisfy the requirements of Las Vegas Municipal Code Section 19.16.100 for the filing of an application for a Site Development Plan Review, except:

(1) No Site Development Plan Review will be required for any of the up to sixty-five (65) residential units in Development Area 4 because: a) the residential units are custom homes; and, b) the Design Guidelines attached as **Exhibit "C"**, together with the required Master Studies and the future tentative map(s) for the residential units in Development Area 4, satisfy the requirements of a Site Development Plan under the R-PD zoning district. Furthermore, Master Developer shall provide its written approval for each residential unit in Development Area 4, which written approval shall accompany each residence's submittal of plans for building permits. The conditions, covenants and restrictions for Development Area 4 shall be submitted to the City prior to the issuance of building permits, except grub and clear, demolition and grading permits, in Development Area 4.

(2) A Site Development Plan has already been approved in Development Area 1 pursuant to SDR-62393 for four Hundred thirty-five (435) luxury multifamily units, which shall be amended administratively to lower a portion of the building adjacent to the One Queensridge Place swimming pool area from four (4) stories to three (3) stories in height.

(3) For Development Areas 2 and 3, all Site Development Plan Reviews shall acknowledge that: a) as stated in Recital N, the development of the Property is compatible with and complimentary to the existing adjacent developments; b) the Property is subject to the Design Guidelines attached as **Exhibit "C"**; c) the Master Studies have been submitted and/or approved, subject to updates, to allow the Property to be developed as proposed herein; d) this Agreement meets the City's objective to promote the health, safety and general welfare of the City and its inhabitants; and, e) the Site Development Review requirements for the following have been met with the approval of this Development Agreement and its accompanying Design Guidelines:

- i) density,
- ii) building heights,
- iii) setbacks,
- iv) residential adjacency,
- v) approximate building locations,
- vi) approximate pad areas,
- vii) approximate pad finished floor elevations, including those for the two mid-rise towers,
- viii) street sections, and,
- ix) access and circulation.

The following elements shall be reviewed as part of any Site Development Review(s) for Development Areas 2 and 3:

- x) landscaping,
- xi) elevations,
- xii) design characteristics, and,
- xiii) architectural and aesthetic features.

The above referenced elements have already been approved in Development Area 1. To the extent these elements are generally continued in Development Areas 2 and 3, they are hereby deemed compatible as part of any Site Development Plan Review in Development Areas 2 and 3.

KAEMPFER

CROWELL

Stephanie H. Allen, Esq.
Kaempfer Crowell
1980 Festival Plaza Drive, Suite 650
Las Vegas, NV 89135-2958
Tel: (702) 792-7000
Fax: (702) 796-7181
Email: sallen@kcnvlaw.com

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From: Stephanie Allen

Sent: Monday, May 22, 2017 1:12 PM

To: Brad Jerbic; Peter Lowenstein; 'tperrigo@LasVegasNevada.GOV'

Cc: Frank Pankratz (EHB Companies) (frank@EHBCompanies.com); Adar Bagus

Subject: Draft SDR provision

Hi Brad, Tom and Peter,

Please find below the SDR language we drafted this weekend. Your input is much appreciated. We are finalizing the entire agreement and should have it over to you all this afternoon.

Thanks,

Stephanie

DRAFT

(i) Site Development Plan Review. Master Developer shall satisfy the requirements of Las Vegas Municipal Code Section 19.16.100 for the filing of an application for a Site Development Plan Review, except:

(1) No Site Development Plan Review will be required for any of the up to sixty-five (65) residential units in Development Area 4 because: a) the residential units are custom homes and b) the Design Guidelines attached as **Exhibit "C"**, together with the required Master Studies and the future tentative map(s) for the residential units in Development Area 4, satisfy the requirements of a Site Development Plan under the R-PD zoning district. Furthermore, Master Developer shall provide its written approval for each residential unit in Development Area 4, which written approval shall accompany each residence's submittal of plans for building permits. The conditions, covenants and restrictions for Development Area 4 shall be submitted to the City prior to the issuance of building permits, except grub and clear, demolition and grading permits, in Development Area 4.

(2) A Site Development Plan has already been approved in Development Area 1 pursuant to SDR-62393 for four Hundred thirty-five (435) luxury multifamily units, which shall be amended administratively to lower a portion of the building adjacent to the One Queensridge Place swimming pool area from four (4) stories to three (3) stories in height.

(3) For Development Areas 2 and 3, all Site Development Plan Reviews shall acknowledge that: a)

as stated in Recital N, the development of the Property is compatible with and complimentary to the existing adjacent developments; b) the Property is subject to the Design Guidelines attached as **Exhibit “C”**; c) the Master Studies have been submitted and/or approved, subject to updates, to allow the Property to be developed as proposed herein; d) this Agreement meets the City’s objective to promote the health, safety and general welfare of the City and its inhabitants; and e) the Site Development Review requirements for the following have been met with the approval of this Development Agreement and its accompanying Design Guidelines:

- i) density,
- ii) building and wall heights,
- iii) setbacks,
- iv) residential adjacency,
- v) approximate building locations,
- vi) approximate pad areas,
- vii) approximate pad finished floor elevations, including those for the two mid-rise towers,

- viii) landscaping ,
- ix) elevations,
- x) design characteristics,
- xi) architectural and aesthetic features,
- xii) street sections, and,
- xiii) access and circulation.

The above referenced elements have already been approved in Development Area 1. To the extent these elements are generally continued in Development Areas 2 and 3, they are hereby deemed **compatible** as part of any Site Development Plan Review in Development Areas 2 and 3.



Stephanie H. Allen, Esq.
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ADDENDUM

THIS ADDENDUM (“Addendum”) is hereby attached to and made a part of the Development Agreement (“Agreement”) between the City of Las Vegas (“City”) and 180 Land Company LLC, a Nevada limited liability company (“Master Developer”).

WHEREAS:

A. The City and Master Developer have negotiated the Agreement in good faith, pursuant to NRS 278 and Title 19, to establish long-range plans for the development of the Property as defined in the Agreement.

B. Based on neighborhood input, after numerous meetings with residents surrounding the Property, the City and Master Developer wish to clarify certain topics in the Agreement as outlined herein.

C. The City staff has recommended approval of the Agreement identified as Director’s Business Item 63602 (DIR-63602) and reaffirms its recommendation for approval as amended herein.

NOW, THEREFORE, the parties do hereby agree as follows:

1. In Development Area 4, the minimum one-half (1/2) acre lots allowed under the Design Guidelines, as defined in the Agreement as Exhibit D, shall be limited to Section A on Exhibit B. All other Sections on Exhibit B will have lots larger than one-half (1/2) acre and up to five (5) acres or more. No lot will be smaller than the adjacent existing lot(s) located outside the Property.
2. The following shall be added to Section 3.01(g)(ii) of the Agreement pertaining to the landscaped space in Development Area 4: “Upon completion of Development Area 4, there shall be a minimum of seven thousand five hundred (7,500) trees in Development Area 4”.
3. There shall be no blasting on the Property during the term of the Agreement.
4. The Development Phasing, Exhibit F to the Agreement, shall be clarified under Development Area 4 to define “access ways” as rough roads within Development Area 4 without paving.
5. The Development Phasing, Exhibit F to the Agreement, shall be clarified under the Notes Section to state that the “clear and grub” option may only apply to the green space or turf space on the existing golf course and not to the existing desert portions of the golf course.

All other terms of the Agreement remain unchanged.

(SIGNATURES OF FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on this _____ day of _____, 2016.

CITY:

City Council, City of Las Vegas

By: _____
Mayor

Approved as to Form:

City Attorney

Attest:

City Clerk

By: _____
LuAnn Holmes, City Clerk

Master Developer

180 LAND COMPANY LLC,

a Nevada limited liability company

By: _____

Name: _____

Title: _____

SUBSCRIBED AND SWORN TO before me

on this _____ day of _____, 2016.

Notary Public in and for said County and State

The Two Fifty Development Agreement's Executive Summary

PARTIES: City of Las Vegas (City) and 180 Land Co LLC (Master Developer)

PROPERTY: 250.92 acres, with four (4) Development Areas

Density:

	<i>Total</i>	<i>Development Area 1</i>	<i>Development Area 2-3</i>	<i>Development Area 4</i>
Approved Feb. 2017				
Acres	250.92	17.49	49.72	183.71
Dwelling Units:				
Luxury Multi-Family	2,119	435	1,684	
Residential Lots - Minimum 2 acre gross (Estate Lots) in Sections B-G & 1/2 acre gross (Custom Lots) in Section A	65			65
Total	2,184	435	1,684	65
Dwelling Units Per Acre		24.87	7.49	

Development Details:

- Approximately 100 acres of Landscape, Park and Recreation Areas
- Best efforts to continue to water the property until such time as construction activity is commenced in a given area.
- 15,000 sf of ancillary commercial in conjunction with luxury multi-family, no individual space in excess of 4,000 sf
- Option for assisted living units
- Boutique Hotel - 130 rooms with supporting facilities and ancillary amenities
- Development Area 2 to include two mid-rise Towers not to exceed 150' each
- Design Guidelines, Development Standards and Uses (The Two Fifty Design Guidelines) are outlined in the DA which for Development Area 4 will meet or exceed the Design Guidelines for Queensridge HOA; notwithstanding, if a conflict exists between the documents The Two Fifty's Design Guidelines will apply.
- Building Heights to comply with City's Residential Adjacency Standards
- Rampart Blvd. - traffic signal at Development Area 1's entry and right hand turn lane into Development Area 1
- Contribution to additional right hand turn lane on Rampart Blvd. northbound at Summerlin Parkway eastbound
- Widening and extension of Clubhouse Drive
- No blasting
- Import/export of material is not anticipated in mass grading

CONTINGENT IMPROVEMENTS:

Enhancements for One Queensridge Place (OQP) contingent upon LVVWD access way expansion:

- Additional 35 parking spaces along OQP's south property line
- Design and construct a security enhancement to the existing wall at OQP's south property line
- Provide a controlled access to Development Area 1's walkways (which also leads to a potential dog park)
- Reduce approved building in Development Area 1 to 3 stories adjacent to pool area

Enhancements for Queensridge contingent upon agreement with Queensridge HOA Re: Development Area 4's access to/from Queensridge gates and roads and LVVWD access way expansion:

Queensridge south:

- New right turn entranceway, gate house and gates
- Approximate 4 acre park with vineyard

Queensridge north:

- New entry gates
- Approximate 1.5 acre park

70 ACRES

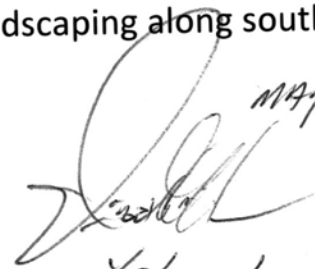
435	Units on on 17.49 acs
<u>1530</u>	Units on 49.72 acs
1965	Total multi-family units

183 ACRES

51	Lots on 35 acres
<u>50</u>	Lots on 17 acres and other areas w/similar density
101	Lots on 52 acres
<u>50</u>	Lots on 130 acres +
151	Total single family lots

OTHER

- Boutique Hotel not to exceed 130 rooms w/facilities and amenities
- 15,000 square feet of ancillary commercial, no individual space to exceed 4,000 square feet
- Access to existing Queensridge gates and roads
- Reduce building to 3 stories for 435 units adjacent to pool area of One Queensridge Place
- Up to 300 assisted living units
- Amenities
 - o Park w/vineyard
 - o New south gate, gate house and entrance way
 - o New north entry gates
 - o Controlled access to trails , bike routes, and dog park on 70 acres for One Queensridge Place
 - o Security fence, parking (min. 35 spaces), landscaping along south property line of One Queensridge Place
 - o Ability for up to 2.5 acre nursery
 - o Land for possible equestrian facility


001497 *Lowie*
MAY 4th 17

RA 01306

**Substantial Changes to the Development Agreement
for the Two Fifty
Based on Resident Feedback
(July 27, 2017)**

- Tudor Park Exhibit F was updated to reflect changes in Section 3.01(h).
- In Section 3.01(b)(vii), the language related to the watering of the Property was deleted.
- In Section 3.01(h), a minimum wall height of six (6) feet but up to ten (10) feet was added to separate Development Areas 1, 2 and 3 from Development Area 4.
- In Section 3.01(h), to address the Ravel Court homeowners' concerns, a minimum of a two (2) gross acre lot will be located immediately adjacent to the northeastern property line of the five (5) Ravel Court homeowners that abut Development Area 3. The minimum two (2) gross acre lot shall be in lieu of the "No Building Structures Zone" and "Transition Zone" referenced therein.
- In Section 3.01(h), the Tudor Park homeowners adjacent to Development Area 3 shall be given twenty (20) feet of property adjacent to their existing residential lots, which upon transfer, shall no longer be a part of The Two Fifty and shall be automatically released from the encumbrances of this Agreement without the necessity of executing or recording any instrument of release. Prior to transfer of the aforementioned twenty (20) feet of property, Master Developer shall elevate the twenty (20) feet of property to approximately the same elevation as the applicable homeowner's rear yard elevation and densely landscape the five (5) feet, within the aforementioned twenty (20) feet, nearest to Development Area 3 to obstruct the view of Development Area 3. For purposes herein, densely landscaped shall mean a minimum of thirty-six (36) inch boxed trees located twelve (12) feet on center.
- Section 3.01(k) was added as follows:

Landscape Easements. The development of the Property will be done in a manner which does not affect the use of the portions of the Property upon which certain landscape easements have been granted in favor of adjacent property owners for the purposes specified within each respective landscape easement.
- In Section 4.02, the following was added:

In instances where Master HOAs, Sub-HOAs or similar Entities are responsible for the private maintenance of public facilities, a private maintenance covenant shall be filed upon the respective property allowing enforcement rights in favor of the City (where such rights do not exist under applicable code), including the right of City to levy assessments on the property owners for costs incurred by City in maintaining the respective facilities, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon. The City shall have the right to review the declarations for the purpose of determining compliance with the provisions of this Section.
- Section 5.03(d)(ii) was amended to incorporate the City's approval of the traffic signal on

Rampart Boulevard at the first driveway located south of Alta Drive to Development Area 1 as part of the initial Developer-constructed improvements for the first phase in Development Area 1.

- The following language submitted by Boyd Gaming and approved by the Planning Commission was added as Section 5.03(e):

Intersection of Alta and Clubhouse Drive. Upon approval by the City of the 1500th permitted dwelling unit within the Community, Master Developer shall prepare a traffic impact analysis to reexamine the intersection of Alta and Clubhouse Drive and include recommendations for any necessary mitigation measures, which may include providing three northbound travel lanes for Clubhouse Drive approaching Alta. Boyd Gaming Corporation, as owner of the Suncoast Hotel & Casino on the north side of Alta at Clubhouse Drive, as well as the City shall be provided copies of the analysis for their review. If either Boyd Gaming or the City does not agree with the recommendations, the traffic impact analysis shall be reviewed and approved by the City Council at a public hearing. Any mitigation measures will be implemented by the Master Developer at its sole expense.

- In Section 7.01, the Term was amended from 30 years to 20 years.
- In Section 8.01, the following language was added:

The report shall contain information regarding the progress of development within the Community, including, without limitation:

- (a) data showing the total number of residential units built and approved on the date of the report;
- (b) specific densities within the Community as a whole; and
- (c) the status of development within the Community and the anticipated phases of development for the next calendar year.

In the event Master Developer fails to submit such a report within thirty (30) days following written notice from City that the deadline for such a report has passed, Master Developer shall be in default of this provision and City shall prepare such a report and conduct the required review in such form and manner as City may determine in its sole discretion. City shall charge Master Developer for its reasonable expenses, fees and costs incurred in conducting such review and preparing such report. If at the time of review an issue not previously identified in writing is required to be addressed, the review at the request of either party may be continued to afford reasonable time for response.

- Signature lines were added for Seventy Acres and Fore Stars.

Comments on Development Agreement for Two Fifty (Draft of May 25, 2017)

Michael Buckley, Fennemore Craig, P.C.

(Brad/City Jerbic Response in Bold)

June 13, 2017

(Developer responses in red – July 25, 2017)

1. **Parties.** NRS 278.0201(1) authorizes development agreements to be entered into with "any person having a legal or equitable interest in land." The Master Developer needs to provide the basis or authority upon which it is authorized to act on behalf of Seventy Acres and Fore Stars. Recital K, which appoints Master Developer to act on behalf of Seventy Acres and Fore Stars, is not effective unless those two parties sign the Development Agreement.

Brad/City: He is correct. The legal title owners should execute the agreement for several reasons. They actually own title to the property and the obvious question is whether the agreement would be binding on them or the property if they do not execute. The naked statement in recital K is not sufficient.

Developer: See revisions to signature page.

2. **Title.** The Development Agreement fails to address or take into account that the golf course is presently encumbered by numerous matters of record. Multiple encumbrances on possible dedicated property or common areas include easements in favor of lot owners in Queensridge and/or the Queensridge HOA, as set forth on Exhibit A, and, as discussed below under Item 27, easements in favor of the owners of luxury, executive and upgrade lots and custom homes. Encumbrances also include existing deeds of trust in favor of lenders.

The Development Agreement should provide for and address the process, timing and basis for removing these encumbrances or making sure that the existence of such encumbrances will not affect either (i) the development (whether residential units or common areas) or (ii) property required to be dedicated or used for common areas. How can the City be assured that the Development Agreement will be effective should the holder of an encumbrance against the Property which predates the Development Agreement assert superior rights in the Property?

Brad/City: This is a development issue and not one for the agreement.

Developer: See revision in 3.01(k) confirming easements remain unaffected by development.

3. **Recital B, NRS 278A.** Recitals are statements of fact or purpose and intent and carry with them certain evidentiary effect. (See, e.g., NRS 47.240). Recital B purports to create a fact out of a legal conclusion that NRS 278A does not apply to the Property.

NRS 278A.065 defines a planned unit development as "an area of land controlled by a landowner, which is to be developed as a single entity for one or more planned unit residential developments, one or more public, quasi-public, commercial or industrial areas, or both."

MBUCKLEY/11738819.4/041624.0001

1

Submitted at City Council

Date 8/2/17 Item 53

By: Jimmy Timmerman

001500

RA 01309

Application the statute doesn't depend on what the City "intended." A planned unit development is an area of land developed a certain way.

The existing zoning on the Property dates from the action of the City Council on April 4, 1990 (Z-17-90). How is it possible for this document, entered into 27 years later to conclude that neither the members of the City Council nor the planning staff in 1990 "intended" that the specified statute not apply?

The applicable provisions of the City code in effect at the time of approval of Z-17-90, Section 19.18.010, refers to the purpose of the "Residential Planned Development District" (i.e., R-PD) as follows:

The purpose of a *planned unit development* is to allow a maximum flexibility for imaginative and innovative residential design and land utilization in accordance with the General plan. It is intended to promote an enhancement of residential amenities by means of an efficient consolidation and utilization of open space, separation of pedestrian and vehicular traffic and a homogeneity of use patterns. [Emphasis added.]

A development agreement relates to the application of "the ordinances, resolutions or regulations" applicable to the Property, i.e., *not the statutes*. NRS 278.0201(3). A development agreement may not dictate or address what statutes apply to Property. Such a provision is beyond the statutory authority of a development agreement.

In the definition of "Applicable Rules" the Parties themselves acknowledge the agreement may be subject to applicable state laws. Whether the City can pick and choose which statutes apply is not the law in Nevada.¹

While the Parties purport to acknowledge that NRS Chapter 278A does not apply to the project, the agreement fails to address how the Development Agreement complies with the City's master plan and its policies. In fact, the Development Agreement fundamentally changes that plan without any supporting statement or evidence.

Developer: The Developer's submission of the Development Agreement for approval is not made under NRS 278A.

4. Recital E, Golf Course Industry. This Recital concludes that both parties have determined that "the golf course industry is struggling." (Now? For the past year? For years ahead?) What is the basis or evidence for this finding that an entire leisure industry is failing?

¹ "The question of whether [Douglas County Development Code] § 20.608.070 conflicts with NRS 278.220 by requiring a super-majority vote to approve a master plan amendment is an issue of first impression in Nevada. As a preliminary matter, it is clear that counties are legislative subdivisions of the state. See Nev. Const. art. 4, § 25. Because counties obtain their authority from the legislature, county ordinances are subordinate to statutes if the two conflict. See *Lamb v. Mirin*, 90 Nev. 329, 332-33, 526 P.2d 80, 82 (1974)." *Faleke v. Douglas County*, 116 Nev. 583, 3 P.3d 661 (Nev., 2000). Article 8, Section 8 of the Nevada Constitution contains similar provisions for cities: "The legislature shall provide for the organization of cities and towns by general laws. . . ." *State ex rel. Rosenstock v. Swift*, 11 Nev.128 (1876).

If the City has made this finding, would it not be binding or influential on other land use decisions? Does the City no longer approve new golf courses?

Many golf courses continue to be operated successfully in Las Vegas. As with any other business the operator of the business bears a large share of the success or failure of a particular business. Has the City determined that, in fact, it is the entire golf industry in Las Vegas that struggles, rather than the operator of the Badlands golf course? The City's conclusion that the golf course industry is struggling is likely to create unintended consequences that may affect land use decisions beyond the Property itself. The Recital is unnecessary.

[The Development Agreement fails to address the present inventory of unsold lots in the existing Queensridge development. Might this business be "struggling" as well?]

Brad/City: I do not see the reason for this recital. It creates an issue of fact that can be challenged later and serves no purpose that I can ascertain.

Developer: Deleted.

5. Recital F, "Luxury". The term "luxury," modifying multifamily development is nowhere defined. Similarly, the word "boutique," modifying hotel is not defined. Unless these terms are defined, they have no meaning. These words appear in several locations in the Development Agreement.

Developer: Term "Luxury" deleted. See revisions.

6. Recital H, Densities. This Recital refers to the City's approval of the development on the 17.49 acres within the Property. The meaning of statement that the acreage here and the units are not "included in the density calculations for the Property" is unclear.

Section 3.01(g)(ii) takes this language a step further, when it states "The landscaped area [in Development Area 4] ... is being created to maintain a landscape environment in Development Area 4 and not in exchange for higher density in Development Areas 1, 2 or 3." The fundamental basis for the City's approval of this development is the City's mistaken belief that every acre of Peccole Ranch Phase 2 may be developed with 7.49 units (rather than the true basis of the "hard zoning" which is that the 7.49 density is an average density throughout the entire community, including open space).

The language in Section 3.01(g)(ii) can be used to justify the proposition that each Development Area stands on its own rather than as part of, in the words of the "Community." If the open space in Development Area 4 is not being used to justify the density in Development Areas 2 and 3, then nothing prevents the Master Developer from scraping plans for Development Area 4 (based on "market demands") and seeking approval for 7.49 units per acre within Development Area 4. To reiterate, the City is supposed to obtain assurances from the developer. There are none in this agreement.

Brad/City: I do agree that Recital H is confusing. The last two sentences appear to be contradictory.

Developer: Clarifying revision made.

7. Recitals L, K and O, Uncertainty. These Recitals reflect the fundamental flaw of the Development Agreement. If the Property is developed "as the market demands" and "at the sole discretion of Master Developer" (Recital L) how does the Development Agreement "minimize uncertainty" (Recital M)? Owners of property in the surrounding area will remain uncertain of the development unless a specific timetable and phasing plan, the very things that a development agreement should provide, are included in the agreement. Similarly, the statement in Recital O that the City will "receive a greater degree of certainty with respect to the phasing, timing and orderly development of the Property" is inconsistent with development being left to the sole discretion of the Master Developer.

The Recital statement that the Development Agreement will "achieve the goals and purposes for which the laws governing development agreements were enacted" is false, for no assurances are given to the City regarding the "*time frame for completion and an enforcement tool* to make sure everything in the plan ends up in the final development."²

The Development Agreement should provide *milestones* for the developer to meet, such that if the milestone improvements are not completed by agreed-upon dates, the City will have the opportunity to re-examine the desirability of the proposed improvements as well as the impact of neighboring development on the Community.

Brad/City: Development Agreements typically do not require a development schedule which would require development in adverse market conditions. Typically, it is the term of the agreement which acts as an incentive and control. The 30 years is subjective and subject to debate.

Developer: Agree with Brad/City. See revision. Term reduced to 20 years.

8. Recital N. This Recital states the agreement "will provide the owners of adjacent properties with the assurance that the development will be compatible and complimentary [sic] to the existing adjacent developments." While the Development Agreement creates design standards, the agreement gives no rights to owners of adjacent properties. How can an agreement under which neighboring property owners have no rights of enforcement assure such owners?

Again, unlike development agreements for undeveloped land, the Property is surrounded by an existing, built out residential community. Accordingly, the Development Agreement needs to have some process by which these neighboring property owners have the opportunity to participate in reviews contemplated by the Development Agreement as well as the opportunity to have a say in or enforce the Development Agreement.

² See testimony of Josh Reid, Minutes, Senate Committee on Government Affairs, February 18, 2015 regarding SB 66.

Brad/City: This is a business issue between the various parties and not a legal one.

Developer: Clarifying revision made.

9. Definitions, "Development Parcel(s)"/Section 3.01(c). This defined term means any legally subdivided parcel. Both a condominium unit and a common area lot within a common interest community are legally subdivided parcels. The definition should be revised, since Section 3.01(c) permits the Master Developer to develop residential units "on any Development Parcel up to the maximum density permitted in each Development Area." Clearly a condominium unit is one unit; similarly, a common area lot may not include residential uses.

The definitions of "Master Utility Improvements" and "Master Utility Plan" refer to utility improvements other than those located within individual "Development Parcels." Might these utility improvements be located within the common area lots?

Brad/City: He is wrong. The definition clearly states that it is a parcel that will be further subdivided.

Developer: Agree with Brad/City.

10. Definitions, "HOA or Similar Entity". The defined term, as well as other references in the Development Agreement (see, Section 4.01), limit the Association to managing and repairing common areas. Except in the case of a condominium development, a common interest community that is a "planned community" (NRS 116.075) will *own* common areas. This is further discussed in the comments to Section 4.01 below.

Brad/City: This comment is irrelevant at this point. As HOAs are formed it will be the developer's obligation to comply with 116.075.

Developer: Agree with Brad/City; Development Agreement does provide for instances of transfer to the HOA.

11. Definitions, "Master Utility Plan." This definition contains the statement that "Master Developer shall separately require any Authorized Designee to disclose the existence of such facilities" To whom are these disclosures to be made?

Developer: Disclosures are made to the City; revision made.

12. Disclosures in General. Other jurisdictions, including the City of Henderson, require that certain disclosures be made to purchasers within a development.

The Development Agreement should require some form of disclosure to purchasers within the Property. The City is authorizing the developer to build out a Community over a period of 30 years within a timetable determined by the developer in its sole discretion. By entering into the Development Agreement, the City is facilitating sales within a project whose development depends on the "market" and the developer's discretion. Purchasers are unlikely to

read this Development Agreement. Ought not the developer to let purchasers know the status of the overall project?

Additionally, historically and continuing to the present, much of the Property lies within a natural wash and FEMA flood zone. This disclosure should also be made to purchasers acquiring property in this development.

The Development Agreement contemplates the creation of common interest communities. Under Nevada law, the developer of a common interest community is required to provide a *public offering statement* to first time purchasers. The City, in order to protect itself, should mandate that certain disclosures be included in a seller's public offering statement.

Brad/City: The relationship of the developer and its purchasers is typically governed by state and local laws. I would be concerned with the city deciding what, and what not, that the developer should disclose and in what form. The development agreement does not lessen impact of state law which includes any requirements to issue a public offering statement.

Developer: Agree with Brad/City. Developer is required to comply with all disclosure laws.

13. Section 2.05(c), Termination of Permits. This Section states that permits issued to the Master Developer do not expire "so long as work progresses as determined by the City's Director of Building and Safety." The generality of this provision creates concerns. For example, a permit for a large public improvement should be treated differently than a permit for a house. From both the enforcement of this provision by the City and the benefit of this provision to the Master Developer, "progress" should be defined or tied to some objective standard, otherwise it may not be enforceable.

Permits are required for health, safety and general welfare purposes. What is the basis for treating permits issued for this development with permits issued for any other development in the City?

Brad/City: Good point. The city may not be able to legally issue permits without an expiration date. If this stays in, I would suggest adding a standard such as "expeditiously and materially progressing". I consider issuing permits with no expiration is troubling.

Developer: See revision.

14. Section 3.01(b)(ii), Assisted Living Apartments. Since this Section uses the phrase "as defined by code," the term "assisted living facility(ies)" should be changed to "assisted living apartments," which is the term used in the UDC.

Brad/City: Probably correct.

15. Section 3.01(b), Sight Development Plan Review (SDR). Section 3.01(b)(iii) requires an SDR prior to construction of the hotel. The placement of this requirement at the end of clause (b)(iii) may be in error, as it appears an SDR is required for other improvements besides the hotel. Clause (b)(iv) states that "the number and size of ancillary commercial uses shall be evaluated at the time of submittal for a Site Development Plan Review." Additionally, the last sentence of Section 3.01(h) states that "a Site Development Plan Review(s) is required prior to development in Development Areas 1, 2 and 3." The language in these provisions is confusing.

Developer: Repetitive statements are included for reinforcement.

16. Section 3.01(b), Water Features/Watering. Section 3.01(b)(v) states "Water Features shall be allowed in the Community, even if City enacts a future ordinance or law contrary to this Agreement." "Water Features" is defined vaguely to mean "one or more items from a range of fountains, ponds (including irrigation ponds), cascades, waterfalls, and streams used for aesthetic value, wildlife and irrigation purposes from effluent and/or privately owned groundwater." Once again, the Development Agreement permits the developer to construct improvements without any particular definition. Given the serious nature of water use within the Las Vegas Valley, these uses should be particularly defined.

In a similarly vague statement, Section 3.01(b)(vii) states that "watering the Property may be continued or discontinued, on any portion or on all of the Property, at and for any period of time, or permanently, at the discretion of the Master Developer." What exactly does this mean? Given the context, it would appear that this provision is intended to apply only to undeveloped portions of the Property.

Brad/City: I agree that the statement on the water is too broad. Could this mean that the water on future projects can be discontinued? I would modify it to limit it to the property in its current undeveloped state. This may be a good place for the fire hazard to be addressed. For example, the right to discontinue water could be subject to condition that the trees are maintained or a least fire protected.

Developer: Water Features is specifically defined. Developer is required to comply with all laws regarding the maintenance of the Property.

17. Section 3.01(e), Views. Section 3.01(e) requires midrise towers to be placed "so as to help minimize the impact on the view corridor to the prominent portions of the Spring Mountain Range from the existing residences in One Queensridge Place." As noted elsewhere, owner in One Queensridge Place are not entitled to enforce this agreement. Additionally,, the omission of protection of view corridors to the east and southeast for residents to the west of the development apparently mean that the view corridors of such residents are not protected. Has the City and/or the Master Developer adequately notified these residents that their views are not protected?

Brad/City: Mike has raised the issue of granting rights to third parties many times. This is a business issue to be resolved by the developer and the city. What will be the level of public hearings with the development going forward?

Developer: Queensridge Purchase Agreements made clear that no "views" or location advantages were guaranteed to purchasers, and that existing views could be blocked or impaired by development of adjoining property. Further, the Master Declaration of Covenants, Conditions, Restrictions and Easements for Queensridge dated May 10, 1996, and its subsequent amended and restated version, specifically stated that the golf course commonly known as the "Badlands Golf Course" is not a part of Queensridge. See January 31, 2017 dated Findings of Fact, Conclusions of Law, Final Order and Judgment issued by Judge Douglas Smith in Case No. A-16-739654-C of the District Court, Clark County Nevada.

18. Section 3.01(f), Flood Zones. Section 3.01(f)(v) addresses the FEMA flood zone. Given the extensive portion of the Property lying within flood zones, the Development Agreement should address with much greater specificity how the existing City easements and FEMA flood zones will be vacated and/or changed.

What process is there for vacation of the existing City easements? Ought not the neighboring landowners in Queensridge, whose properties have the benefit of the existing easements and FEMA protections, have the ability to participate in the redesign and reconstruction of flood facilities?

Developer: Drainage easements are governed exclusively by the respective authority having jurisdiction.

19. Section 3.01(f), Infrastructure Phasing. Section 3.01(f)(vi) requires drainage infrastructure in Development Area 4 to be completed prior to the approval of construction of the 1700th residential unit. That is, after approximately 80% (1700/2119) of the units have been constructed. This is contrary to the requirements of Section 19.02.130 of the UDC, which requires that "Except as otherwise provided in Paragraphs (3) and (4), completion of common area and off-site improvements within any residential subdivision shall be scheduled to be concurrent with development (e.g., when fifty percent of the development is completed, at least fifty percent of the common area and off-site improvements shall be completed)." While the UDC permits the Director of Public Works to determine the phasing schedule, there exists nothing in the Development Agreement itself to justify a permitted deviation, especially given that Development Area 4 is upstream (i.e., where the water comes from!) from the other Development Areas.

Section 3.01(f)(vii) likewise fails to comply with the UDC or justify noncompliance by deferring completion of the Two Fifty Drive extension, an important access route to the Community from the neighboring public streets, until the construction of the 1500th residential unit.

Developer: Development agreements may amend Title 19.

20. Section 3.01(g), Unnecessary Promotion. Several provisions in the Development Agreement contain what are, essentially, general statements promoting the developer's plan, including, for example, language in Section 3.01(g) that the landscaped areas or areas with amenities (including parking and access ways) are "*far in excess of the Code requirements.*" What code requirements have the developer exceeded? In the absence of identifying such requirements, this statement is superfluous and meaningless.

More importantly, the Development Agreement fails to address, let alone justify, those Master Plan requirements and policies this development will change. For example, Policy 7.2.2 of the 2020 plan states as follows:

That since arroyos, washes and watercourses in their natural state represent visual and possibly recreational amenities for adjacent neighborhoods, that such areas not be rechanneled or replaced with concrete structures except where required for bank stability or public safety.

Brad/City: Well, the platitude does seem excessive and out of place.

Developer: See revision.

21. Section 3.01(g), Landscape, Park and Recreation Areas. Section 3.01(g) needs to address a fundamental issue relating to open space and parks in Peccole Ranch. As noted in the original Peccole Ranch Master plan for Phase 2, approved as part of the Z-17-90:

The close proximity to Angel Park along with the extensive golf course and open space network were determining factors in the decision *not to integrate a public park in the proposed plan.* [Emphasis added.]

Page 32 of the Parks Element of the 2020 Master Plan states as follows, "The primary underserved areas [in the Southwest sector] includes the four square miles in the southern portion of the sector that is developed as 'Peccole Ranch, 'The Lakes' and 'Canyon Gate.' These communities were developed without any park space."

In order to comply with the City's master plan, the Development Agreement needs to justify removal of 250 acres of open space within Peccole Ranch, especially in light of the fact that, of the 12.7 acres of "landscape, parks, and recreation areas," only 2.5 acres are "occasionally opened to the public from time to time at Master Developer's sole discretion."

Developer: The Development Agreement provides for approximately 40% of the Property as Landscape, Park and Recreation Areas.

22. Section 3.01(h), No Build Zones. Section 3.01(h) provides for a wall to separate Development Areas 1, 2 and 3 from Development Area 4. The wall is described as "up to ten (10) feet in height." Minimum heights should be addressed.

Brad/City: He is correct that with no minimum it appears to be flawed.

Developer: See revision.

23. Section 3.01(i), Grading and Earth Movement. Section 3.01(i)(iii) prohibits the sale of product produced as a result of on-site rock crushing, earth processing and/or stockpiling on the Property. Is this a sufficient limitation? Perhaps the restriction ought to apply to any *use* of the materials off-site.

Brad/City: I disagree – the idea was that the excavation byproducts would not be a profit operation. However, I would delete “off-site” in the sentence. Otherwise, there is a possible interpretation that it could be sold on-site.

Developer: See revision.

24. Section 3.02, Processing. Section 3.02(a)(i) requires the City to expeditiously process all applications "including General Plan Amendments."

UDC Section 19.16.010(A) requires a development agreement to be *consistent* with the general plan.³ The Development Agreement cannot be used as a means to amend the general plan. UDC 19.16.150(B) further states:

Before the City Council enters into a development agreement pursuant to this Section, the agreement shall be reviewed by the Planning Commission for consistency with the City's General Plan.

Developer: The Development Agreement is not intended to be a means to amend the General Plan. See revision.

25. Section 3.01, Zoning Entitlements. Section 3.02(b) states that "the Property is zoned R-PD7 which allows for the development of the densities provided for herein." As noted above, the zoning action referred to in Recital H rezoned the 17.49 acres as R-3.

Developer: See revision.

26. Section 3.02, Site Development Plan Review. Section 3.02(c)(1) states that no SDR is required for any of the 65 residential units in Development Area 4 because, among other things, the units are custom homes and the Design Guidelines are attached to the Development Agreement.

Section 3.02(c)(i)(3) states "all Site Development Plan reviews shall *acknowledge* that . . . the development of the Property is compatible with and complementary to the existing adjacent developments." This language misstates the required action by the City. Clearly, the City must

³ "Except as otherwise authorized by this Title, approval of all Maps, Vacations, Rezoning, Site Development Plan Reviews, Special Use Permits, Variances, Waivers, Exceptions, Deviations and Development Agreements shall be consistent with the spirit and intent of the General Plan."

find that proposed improvements are compatible with surrounding development, not rubberstamp such improvements.

Developer: See revision.

27. Section 3.04, Modifications of Design Guidelines. Section 3.04 contains the acknowledgment by the City and the Master Developer that "modifications of the Design Guidelines are generally not in the best interests of the effective and consistent development of the Community, as the Parties spent a considerable amount of time and effort negotiating at arms-length to provide for the Community as provided by the Design Guidelines."

The Development Agreement and its Design Guidelines actually constitute a substantial amendment to the existing design guidelines for Queensridge custom homes, as set forth in the Supplemental Declaration for the Adoption of Section C of the Queensridge Master-Planned Community Standards, recorded on January 17, 1997 in Book 970117 of Official Records as Instrument number 01434 (the "Custom Lot Declaration") and the Supplemental Declaration for the Adoption of Section B of the Queensridge Master-Planned Community Standards, recorded on September 24, 1996 in Book 960924 of Official Records as Instrument number 00092 (the "Executive Lot Declaration"). The Custom Lot Declaration, made by Nevada Legacy 14, LLC, the Master Developer of Queensridge, "articulates the Master Developer's vision of the overall community image, architecture, landscape and signage" for all custom lots within Queensridge.⁴

The Custom Lot Declaration identifies enclaves of large lots "completely surrounded by the golf course."⁵ Custom Lot Declaration exhibits show the relationship of the custom home to the golf course, including the location of "Views."⁶ The Badlands golf course itself "meanders through the arroyos and neighborhoods of the village. Significant view corridor doors are provided at key locations throughout Queensridge to enhance the open character of the community."⁷ Open space within the existing Queensridge community includes "a 'view' park providing passive open space overlooking the golf course. . . ."⁸ The Custom Lot Declaration also contemplate the City's active role in enforcing the Custom Lot Declaration:

All construction activities (defined in the Master Declaration) on the Custom Lots require review by the DRC and the City of Las Vegas. The City will require a review approval letter from the DRC prior to reviewing any documents, or issuing any permits for work performed on the custom lots within Queensridge.⁹

The Custom Lot Declaration and the Executive Lot Declaration create negative easements over and across the Badlands Golf Course in favor of the owners of Queensridge lots. Moreover, the City participated in the creation of these easements by requiring Queensridge

⁴ "Introduction," Custom Lot Declaration, Section 1.1.1, p. C-1.

⁵ "Community Image," Custom Lot Declaration, Section 1.1.1, p. C-1.

⁶ Exhibit C-6, page 61 and Exhibit C-22, page 77, Custom Lot Declaration.

⁷ "Golf Course," Custom Lot Declaration, Section 1.1.1, p. C-2.

⁸ "Parks," Custom Lot Declaration, Section 1.1.1, p. C-2.

⁹ "Responsibility of Review," Custom Lot Declaration, Section 1.1.1, p. C-4

DRC approval of custom homes as a condition to the issuance of building permits for those homes.

By the City's approval of this Development Agreement, the City will be destroying values it helped create. While the City claims fear of inverse condemnation by the Master Developer should the City not approve the Community's 2100 units that the Master Developer may or may not ever build (depending on its discretionary review of market conditions), by approving this Development Agreement, the City in fact is participating in the "taking" or destruction of valuable rights belonging to the owners of custom homesites.

Developer: Queensridge Purchase Agreements made clear that no "views" or location advantages were guaranteed to purchasers, and that existing views could be blocked or impaired by development of adjoining property. Further, the Master Declaration of Covenants, Conditions, Restrictions and Easements for Queensridge dated May 10, 1996, and its subsequent amended and restated version, specifically stated that the golf course commonly known as the "Badlands Golf Course" is not a part of Queensridge. See January 31, 2017 dated Findings of Fact, Conclusions of Law, Final Order and Judgment issued by Judge Douglas Smith in Case No. A-16-739654-C of the District Court, Clark County Nevada.

28. Section 3.05, Deviation to Design Guidelines. Section 3.05(a)(ii)(2) contains the following language "The Department of Planning may, in their discretion, approve a minor deviation or impose any reasonable condition upon such approval." The word "deny" should be added to the sentence. See, for example, UDC19.00.070(A)(6), referring to the authority of the Director of planning to "Take action to approve, deny or otherwise act upon applications in accordance with the provisions of this Title."

Brad/City: This is a good comment.

Developer: Agree with Brad/City; see revision.

29. Section 3.05, Hearings. Section 3.05 contains several references to "a hearing." All of such references should include the word "public" as a modifier of the word "hearing."

In view of the close connection between the new development and the existing residential community, the master association for the existing community as well as neighboring homeowners should be required to be given notice of changes to the Development Agreement or to the various standards referenced in the Development Agreement.

Developer: See revision.

30. Section 3.07, Dedications. As noted earlier, this provision requires that dedications to the City be free and clear of any encumbrances other than those contained in the patent to the Master Developer. Since the Master Developer did not acquire the Property directly from the United States, this provision needs to address the City's review and approval of existing matters of record. A title report covering the Badlands golf course reflects numerous easements

and restrictions of record, as well as loans. It is unclear how the Master Developer will be able to convey, i.e., dedicate, to the City property which is unencumbered.

Brad/City: This is a developer development issue. Developer will have to clear all title issues to proceed. I am not sure the city should be in the business of reviewing title for the project.

Developer: See revision.

31. Section 3.08, Additional Improvements. Section 3.08 purports to be a commitment by the Master Developer to provide additional improvements for the benefit of One Queensridge Place HOA and/or the Queensridge HOA, should Master Developer obtain rights of access over Las Vegas Valley Water District property or the Queensridge Master HOA property. Since (a) the Development Agreement explicitly provides that neither one Queensridge Place HOA nor the Queensridge HOA has the ability to enforce the Development Agreement and (b) any commitments of the Master Developer in Section 3.8 will be the subject of separate written agreement(s) with the Las Vegas Valley Water District and/or the Queensridge HOA, these provisions are meaningless. The Master Developer's obligations to those entities should be contained in the separate agreements or the two HOAs should have rights under the Development Agreement.

Brad/City: He is correct. Section 3.08 is really an option on the part of the developer and drafted to almost appear to create an inappropriate bargaining chip for the developer. If (i)-(iv) are to be project requirements, then they should be decoupled from the conditions in the introductory clause.

Developer: This is a two-party agreement and any breach of Section 3.08 would be enforceable by the City.

32. Section 4.01, HOAs. Section Four deals with maintenance of the Community. It requires the Master Developer to establish various HOAs "to manage and maintain" common elements. The Development Agreement leaves open who owns those common elements, as well as many other fundamental issues. For example, at what point is the HOA to be formed? Who must be the owners/members of the HOA. Will there be a master association? Section 4.02 requires "a plan of maintenance" by the HOA's, including, with respect to Development Area 4, sensitivity for fire protection (in light of the obvious fire danger should 7500 trees not be maintained and irrigated), but at what point is the plan required to be created? Section 4.01(b) requires a transfer of responsibility for drainage facilities to an HOA "that encompasses a sufficient number of properties subject to this agreement to financially support such maintenance." Given that the purpose of a development agreement is to provide an enforceable agreement between the City and the developer regarding the development, vague language such as this fails to protect the City. (One reading of this Section seems to require the formation of an HOA only prior to building the first of the 65 lots in Development Area 4, which, again, is contrary to the UDC requirements for phasing.)

Brad/City: The formation of the HOAS will be a development issue as the project unfolds and will be subject to many state and local laws so I do not consider it a subject for the agreement.

Developer: HOA formation is governed by NRS 116.

33. Section 4.01(c)(iv), City's Right to Maintain. This provision permits the City to "exercise its rights under the Declaration, including the right of City to levy assessments on the property owners for costs incurred by City in maintaining the maintain facilities" It is not clear how the City has the right to enforce the declaration other than pursuant to NRS 278A.180 of the planned unit development law, which states in part:

If the association for the common-interest community or another organization which was formed before January 1, 1992, to own and maintain common open space or any successor association or other organization, at any time after the establishment of a planned unit development, fails to maintain the common open space in a reasonable order and condition in accordance with the plan, the City or county may serve written notice upon that association or other organization or upon the residents of the planned unit development, setting forth the manner in which the association or other organization has failed to maintain the common open space in reasonable condition. The notice must include a demand that the deficiencies of maintenance be cured within 30 days after the receipt of the notice and must state the date and place of a hearing thereon. The hearing must be within 14 days of the receipt of the notice.

The Development Agreement elsewhere provides that NRS 278A does not apply to the Community, yet here provides the City a right created under NRS 278A. The fundamental question, of course, is whether the City has the power to enforce covenants in a declaration covering private property in the absence of the powers granted to cities and counties under NRS 278A.

Brad/City: The question is whether the city can exercise expressly granted rights under the HOA declarations without any statutory authority to do so. I am not aware of any statutory limitation but that should be reviewed. The declarations however have to provide this right and I suggest that either the language be agreed to now or clearly grant the city the right to review and approve prior to the recordation of a declaration.

Developer: NRS 278A does not apply. HOAs are governed by NRS 116.

34. Section Five, Project Infrastructure. One of the fundamental problems with this Development Agreement is the lack of specificity. Section Five basically requires the developer to construct public infrastructure as required by master studies. In other words, the developer agrees to do what it would normally have to do even in the absence of a development agreement. Once again, the lack of specificity in *what* the developer is building and *when* it is building it means that public infrastructure improvements cannot be adequately and properly planned, but

depend on market condition and the discretion of the developer. As previously stated, this results in greater uncertainty rather than minimal uncertainty.

The flexibility given to the Master Developer undermines required construction of infrastructure. For example, Sections 5.04(d) and (e) deal with issuance of building permits for residences located within flood zones and the requirement for construction of drainage facilities. While the developer is required to design and complete drainage and flood control facilities, both these provisions make clear that "notwithstanding" such requirements building permits are governed by Section 3.01(f) which grants the Master Developer complete discretion as to timing.

This deficiency in the Development Agreement becomes particularly problematic given there exists undeveloped property adjacent to the Community which may affect the demand on infrastructure.

Developer: Infrastructure needs will be determined through Master Studies and in accordance with applicable laws.

35. Section 6.02, Force Majeure. Section 6.02 includes *floods as an excusable delay*. Given the fact that this development involves improvements and development within a major drainage channel and drainage improvements, to the extent that the Developer's activities result in flooding that would not have occurred but for the Developer's activities, floods should not constitute an excusable delay.

Developer: See revision.

36. Section 6.04, Mediation. Section 6.04 requires the parties to mediate disputes without, however, addressing any particulars of the mediation. It is questionable whether an agreement to mediate without any particulars is truly enforceable.

Developer: This is a mediation, not arbitration, provision. It is a nonbinding process that, in order to be successful, only requires mutual good faith intent on the part of the Parties. See revision.

37. Section 7.01, Term. Section 7.01 provides for a term of 30 years. As noted above, the Development Agreement should provide for milestones the Master Developer must meet in order to keep the agreement in effect. It makes no sense to permit the Master Developer a period of 30 years in which it has no obligation to complete any improvements. By contrast, the Skye Canyon Development Agreement approved by the City in 2015, which covers not 250, but 1,700 acres and not 2119 homes, but 9,000 homes, has a term of 20 years!

In the past, development agreements for master planned communities typically were for a term of 20 years. Today, the complete change in the real estate development market as a result of the Great Recession suggests that development agreements should be for a shorter period of time, rather than longer. *Surrounding development, means of transportation, building techniques, housing market factors, lending guidelines, etc. all dictate that, while the Master Developer should have discretion to determine when building occurs, the City should have the*

ability to relook at development in this Community in light of what are likely to be significant changes in not only the surrounding areas, but the Community itself.

In view of the 2015 changes to NRS 278.0205, which permits the City to terminate a development agreement in the event of the financial inability of the Master Developer, the City may be better protected than it was in the past. However, because of the wide latitude given to the Developer under this agreement, the City should impose guidelines upon which to measure how the 2000+ multifamily units are being built and their effect on the surrounding community.

Brad/City: Subject to debate.

Developer: See revision.

38. Section 7.02, Assignment. With certain exceptions, an assignment of the Development Agreement by the Master Developer requires the approval by the City. Section 7.02(a) and 7.02(b) require that a transferee must demonstrate to the City "(i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this agreement, *or* (ii) experience and expertise in developing projects similar in scope to the Community.[Emphasis added.]" Obviously, the highlighted term "or" should be "*and*," since a proposed assignee must not only have financial wherewithal to complete the Community but also the experience, not simply one or the other.

Brad/City: I very much agree with this point. There are plenty of developers that have had the experience set forth but along with many accompanying bankruptcies. We can certainly name a few. I believe that this a common sense point. If necessary, maybe financial standards can be articulated. In order to succeed to the benefits of the agreement, an assignee has to be able to financially perform. The standards seem to be set forth in Section 8.01(b) which can be utilized.

Developer: See revision.

39. Section 8.01, Review of Development. Section 8.01 of the Development Agreement requires "a report" without any specific requirements. Contrast this provision with the requirements in the 2015 Second Amended and Restated Skye Canyon Development Agreement which contains the following requirements:

The report shall contain information regarding the progress of development within the Community, including without limitation:

- (a) data showing the total number of residential units built and approved on the date of the report;
- (b) specific densities within each subdivision and within the Community as a whole; and
- (c) the status of development within the Community and the anticipated phases of development for the next calendar year.

The Skye Canyon Development Agreement further provides that if the Master Developer fails to submit the report the Master Developer is in default and the City may prepare its own report at the cost of Master Developer. Given the complete flexibility and discretion of the Master Developer under this Development Agreement these provisions from the Skye Canyon Development Agreement should be added to this Development Agreement.

Brad/City: I agree.

Developer: See revision.

40. Design Guidelines:

(a) "Luxury" is used without definition. What does it mean?

Developer: See revision.

(b) The Property is described as "infill." "Infill" development is usually defined as "new development that is sited on vacant or undeveloped land within an existing community."¹⁰ The Property is not an infill development; the Development Agreement contemplates a repurposing of property which has *already been* developed. One of the purposes of infill development, obviously not the case here is to "Removes [sic] the eyesore and safety concerns associated with undeveloped or vacant property."¹¹

Developer: Development of the Property that is no longer operated as a golf course will remove the residual eyesore and safety concerns.

(c) Reference is made to a development in Irvine, California, without, however, incorporating design guidelines or other standards within the referenced community. Much of the language in the Design Guidelines constitutes generic, rather than specific, and therefore enforceable, descriptions.

Developer: While reference is made to the Irvine project, the Design Guidelines are specific to address the development of this project.

(d) Page 7 of the Design Guidelines indicates that the midrise buildings "are positioned to generally not materially conflict with the views of surrounding existing residents looking towards the strip or the predominant portions of the Spring Mountain Range." What evidence supports this statement? This statement also conflicts with Section 3.01(e) (Item 17 above) which only protects views from One Queensridge.

Developer: See comments on "views" in Item #17 above.

¹⁰ <http://www.sustainablecitiesinstitute.org/topics/land-use-and-planning/urban-infill-and-brownfields-redevelopment>.

¹¹ *Id.*

(c) Page 8 refers to streets and Paseos that connect the Community "internally and externally to Tivoli Village and other nearby retail and entertainment experiences." If the purpose of the Community is to create easy access to these nearby commercial areas, Boca Park should be addressed, since it is closer to the project than Tivoli.

Developer: Reference to "other nearby retail and entertainment experiences" includes Boca Park.

(f) Page 10 of the Design Guidelines states that "these custom and estate lot design standards will meet or exceed the existing adjacent Queensridge HOA does design standards." As noted above the custom Lot design standards for Queensridge contemplate large areas of open space and golf course views. Accordingly, the communities design standards do not in fact "meet or exceed" the existing design guidelines. The Custom Lot Declaration (Item 27 above) is an 82 page document with the kinds of extensive descriptions and illustrations missing from the Design Guidelines.

Developer: The project will have approximately 100 acres of Landscape, Park and Recreation Areas.

41. Additional Comments.

(a) Available Land. *What does the City get out of this Development Agreement?* The Master Developer is not in a position to offer fire stations, police buildings, public rights-of-way, schools, etc. within Queensridge/Badlands. The Development Agreement needs to provide the means by which the Developer can provide the necessary infrastructure improvements outside of the development itself. This may be contributions of money or acquisition of other properties on which such infrastructure can be built.

Developer: The Agreement stands on its own.

(b) Surrounding Development. The development is located in an area in which *other undeveloped properties* exist, in particular (i) the remaining undeveloped properties at the southeast corner of Alta and Rampart (Agenda item , (ii) the ongoing development of Tivoli Village and (iii) the undeveloped property along Alta, west of Rampart. Because development of these properties will place added burdens on the existing infrastructure in the surrounding areas, the Development Agreement needs to take into account the additional units or commercial developments that may be built during the time this project is being built. *In other words, the timing of the Master Developer's required infrastructure improvements or contributions must be tied not only to development within the project, but development in the surrounding areas.*

Developer: The Master Studies and any updates thereto dictate the infrastructure and improvement needs.

(c) Master Plan. NRS 278.0203 only permits the City to approve a development agreement by ordinance only if the governing body "finds that the provisions of the [development] agreement are consistent with the master plan." The UDC contains a similar

requirement.¹² Nowhere does the Development Agreement contain a finding that the Development Agreement is, in fact, consistent with the master plan. Moreover, the Development Agreement is not in compliance with objectives and policies of the general plan, as shown by the following:

- i. 2020 Master Plan objective 7.2: "To ensure that arroyos, washes and watercourses throughout the City are integrated with urban development in a manner that protects the integrity of the watershed and minimizes erosion."¹³ The Development Agreement contemplates the elimination of the existing arroyo.
- ii. 2020 Master Plan Policy 7.2.2 "That since arroyos, washes and watercourses in their natural state represent visual and possibly recreational amenities for adjacent neighborhoods, that such areas not be re-channeled or replaced with concrete structures except where required for bank stability or public safety."¹⁴ The Development Agreement contemplates exactly the opposite.
- iii. 2020 Master Plan Special Area Plans: Consideration must be given to addressing "issues that are unique to a limited geographical area."¹⁵ In this case, the revised plan basically rewrites the existing 1990 Master Plan.
- iv. Land Use & Rural Neighborhoods Preservation Element, Objective 2.3: "To prepare, adopt and implement special area plans and neighborhood plans where more detailed planning is needed. These special area plans shall conform to and implement the Master Plan and address land use and other issues specific to that area. Neighborhood plans shall be prepared in conformance with the neighborhood planning process."¹⁶ A land use plan which eliminates the focal point of the existing special area plan (golf course/open space drainage)¹⁷ does not achieve this objective!
- v. Land Use Element definition of Master Development Plan Areas and Special Land-Use Designation. "Master-planned areas are comprehensively planned developments . . ."¹⁸ The Development Agreement takes no account of the existing development, but is instead, a separately planned area without connection to the existing "comprehensively planned developments."
- vi. Conservation Element of Las Vegas 2020 Master Plan, Action AQ.7: "The City shall research, analyze and consider regulations which will limit the amount of land cleared and prepared for large-scale residential and commercial development

¹² UDC 19.16.010(A)

¹³ 2020 Master Plan, p. 61.

¹⁴ *Id.*

¹⁵ *Id.*, p. 76.

¹⁶ Las Vegas 2020 Master Plan, Land Use & Rural Neighborhoods Preservation Element, p. 8

¹⁷ Peccole Ranch Master Plan, Phase Two, February 6, 1990, , p. 10: "A focal point of Peccole Ranch Phase Two is the 199.8 acre golf course and open space drainageway system which traverses the site along the natural wash system."

¹⁸ *Id.*, p. 20

to a prescribed maximum area or percentage of the development site, with the objective of minimizing the area of land contributed to PM10 levels...."¹⁹.

- vii. Conservation Element of Las Vegas 2020 Master Plan, Action S.2: "The City shall continue to encourage the utilization of areas with poor soils with appropriate low intensity land uses such as parks, golf courses, recreational fields, etc."²⁰
- viii. The 2020 Master Plan refers to High Density Residential (H) as follows: "The High Density category is generally found as low rise apartments in the 'Downtown Area' and other areas of relatively intensive urban development in the *Southeast* Sector. [Emphasis added.]"²¹ Not only is the Community in the *Southwest* Sector, but the area is clearly not "relatively intensive urban development."
- ix. UDC 19.06.120 refers to the R-4 District as being "intended to allow for the development of high density multi-family units within the downtown urban core and in other high intensity areas suitable for high density residential development."

Developer: The Development Agreement is consistent with the objectives and policies of the General Plan as determined by City staff and planning commission.

(d) Master Studies. The master drainage study, the master sanitary sewer study, the master traffic study and the technical drainage study need to be completed so that the City can determine the required infrastructure improvements necessitated by the development. The intent of the Development Agreement is to provide assurances to the Developer that it can build its project while at the same time assuring the City that the necessary public infrastructure will be built. The two go hand-in-hand

Developer: All referenced Master Studies have been completed and have either been approved or are in the review and approval process.

(e) Offsite Improvements. The Development Agreement refers to "Off-Property Improvements," in connection with the master studies. The location of such off-site areas needs to be established. If the Developer does not own these properties, how will they be built?

Developer: The Master Studies and any updates thereto dictate the infrastructure and improvement needs.

¹⁹ Las Vegas 2020 Master Plan, Conservation Element, p. 91.

²⁰ *Id.*, p. 96

²¹ 2020 Master Plan, p. 68.

EXHIBIT A**GOLF COURSE NATURAL ZONE EASEMENTS**

Declaration of Annexation of Golf Course Natural Zone Easements (Queensridge Parcel 19), Recorded 20040218-02291

#	Exhibit	Lots	Size of Easement (SF)	Acreage	Easement Document*
1.	A-1	Lots 10, Block D, Verlaine Court	420.41 SF	.010 Acres	20040218-02293 (Latona)
2.	A-2	Lot 11, Block D, Verlaine Court	604.08 SF	.014 Acres	20040218-00061 (Taie-Tehrani)
3.	A-3	Lot 12, Block D, Verlaine Court	760.14 SF	.017 Acres	20040218-00062 (Iwamoto)
4.	A-4	Lot 13, Block D, Verlaine Court	956.19 SF	.022 Acres	
5.	A-5	Lot 14, Block D, Verlaine Court	1099.5 SF	.025 Acres	20040218-00060 (Nasseri)
6.	A-6	Lot 15, Block D, Verlaine Court	717.58 SF	.016 Acres	
7.	A-7	Lot 16, Block D, Verlaine Court	446.46 SF	.010 Acres	
8.	A-8	Lot 17, Block D, Verlaine Court	889.62 SF	.020 Acres	
9.	A-9	Lot 18, Block D, Verlaine Court	1237.39 SF	.028 Acres	
10.	A-10	Lot 19, Block D, Verlaine Court	916.9 SF	.021 Acres	
11.	A-11	Lot 20, Block D, Verlaine Court	1477.36 SF	.034 Acres	
12.	A-12	Lot 21, Block D, Verlaine Court	1569.12 SF	.036 Acres	
13.	A-13	Lot 22, Block D, Verlaine Court	1798.79 SF	.041 Acres	
14.	A-14	Lot 23, Block D, Verlaine Court	1261.34 SF	.029 Acres	
15.	A-15	Lot 24, Block D, Verlaine Court	315 SF, 85 SF	.007 Acres, .002 Acres	
16.	A-16	Lot 25, Block D, Verlaine Court	1,267 SF	.029 Acres	
17.	A-17	Lot 26, Block D,	2343 SF	.053 Acres	

		Verlaine Court			
18.	A-18	Lot 27, Block D, Verlaine Court	5,761 SF, 3,005 SF	.132 Acres, .068 Acres	
19.	A-19	Lots 1 and 2, Block D, Verlaine Court	3,51s SF	.08 Acres	
20.		Lot 39, PW, Lot 11, Winter Palace Dr.	639.76 SF	.0145 Acres	20040218-00296 (Buttar)
21.		Lot 21, QR Parcel 20	9,694 SF		20040218-00297 (Galardi)
22.		Lot 5 PW, Lot 11 Kings Gate Court	4,291 SF	.099 Acres	20040512-0001578 (Canepa)

Document title: **Grant of Easement and Maintenance Covenants (Golf Course Natural Zone)**, recorded at the Book/Instrument Number. The grant provides as follows:

"2. Grant of Easements. Grantor [The Badlands Golf Club, Inc., American Golf California and "the Peccole Entities"], hereby grants to the Grantee (and with respect to the grant by American Golf, for the duration of the Sublease only, an exclusive easement ("Easement") over, across, through and under that certain area within the perimeter boundaries of the Badlands Golf Course Property . . . ("Easement Area") for the purposes of installing landscaping, plant materials, sprinkler systems and other systems and equipment incident to the maintenance, use and operation of the Easement Area ("Easement Area Improvements") for the purposes stated herein. The Easement Area is appurtenant to the Lot described in **Exhibit "B"** hereto (the "Benefited Lot"), granted for the benefit of the Owners thereof and shall pass with the title to the Benefited Lot. . . ."

"Benefitted Lot": Residential Lot described above.

Exhibit 58

**DEVELOPMENT AGREEMENT
FOR
THE TWO FIFTY**

001530

LO 00001846

RA 01332

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EXHIBITS

A. Property Legal Description

B. Master Land Use Plan with Development Areas

~~C. 2016 Major Modification~~

C. ~~D.~~ The Two Fifty Design Guidelines, Development Standards and Uses

~~E. Intentionally Deleted~~

D. ~~F.~~ Development Phasing

E. ~~G.~~ UDC as of the Effective Date

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, ~~2016~~2017 by and between the **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada ("City") and **180 LAND COMPANY**CO LLC, a Nevada limited liability company ("Master Developer"). The City and Master Developer are sometimes individually referred to as a "Party" and collectively as the "Parties".

RECITALS

A. City has authority, pursuant to NRS Chapter 278 and Title 19 of the Code, to enter into development agreements such as this Agreement, with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

B. The City has taken no actions to cause, nor has ever intended to cause NRS 278A to apply to the Property as defined herein. As such, this Agreement is not subject to NRS 278A.

C. Seventy Acres LLC, a Nevada limited liability company ("Seventy Acres"), Fore Stars, LTD., a Nevada limited liability company ("Fore Stars") and 180 Land Co LLC, a Nevada limited liability company ("180 Land") are the owners (Seventy Acres, Fore Stars and 180 Land each individually an "Owner" and collectively the "Owners") of the Property described on **Exhibit "A"** attached hereto (collectively the "Property").

D. The Property is the land on which the golf course, known as the Badlands, ~~is currently~~was previously operated.

E. The Parties have concluded, each through their separate and independent research, that the golf course industry is struggling resulting in significant numbers of golf course closures across the country.

F. The golf course located on the Property ~~can be~~has closed and the land ~~is planned to~~will be repurposed in a manner that is complementary and compatible to the adjacent uses with ~~very large estate lots with custom homes, with~~a combination of residential lots and luxury multifamily development ~~and, including the option for~~ assisted living units, a non-gaming boutique hotel, and, ancillary commercial uses.

G. The Property is divided into four (4) development areas, totaling two hundred fifty and ninety-two hundredths (250.92) acres (hereinafter referred to as "The Two Fifty"), as shown on **Exhibit "B"** attached hereto.

H. A ~~Major Modification to the 1990 Peccole Ranch overall Conceptual Master Plan ("2016 Major Modification")~~ has been submitted concurrent with this Agreement (and is attached hereto as ~~"Exhibit C"~~) to reflect the repurposed uses on the Property. General Plan Amendment (GPA-62387), Zone Change (ZON-62392) and Site Development Plan Review (SDR-62393) were approved for Development Area 1 (covering 17.49 acres of the Property) for four hundred thirty-five (435) for sale, luxury multifamily units. Because Development Area 1 has already been entitled, neither its acreage, nor its units, are included in the density calculations for the balance of the Property provided for herein. However, the total units approved on the Property will be factored into the respective portions of the Master Studies.

I. The Parties acknowledge and agree that the Property is zoned RPD7 which allows for the development of the densities provided for herein.

J. The Parties desire to enter into a Development Agreement for the development of the Property in phases and in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law.

JK. Seventy Acres and Fore Stars irrevocably appoint Master Developer to act for and on behalf of Seventy Acres and Fore Stars, as their agent, to do all things necessary to fulfill Seventy Acres, Fore Stars and Master Developer's obligations under this Agreement.

KL. The Property shall be developed as the market demands, in accordance with this Agreement, and at the sole discretion of Master Developer.

LM. The Parties acknowledge that this Agreement will (i) promote the health, safety and general welfare of City and its inhabitants, (ii) minimize uncertainty in the planning for and development of the Property and minimize uncertainty for the surrounding area, (iii) ensure attainment of the maximum efficient utilization of resources within City at the least economic cost to its citizens, and (iv) otherwise achieve the goals and purposes for which the laws governing development agreements were enacted.

~~M~~N. The Parties further acknowledge that this Agreement will provide the owners of adjacent properties with the assurance that the development of the Property will be compatible and complimentary to the existing adjacent developments in accordance with the Design Guidelines, Development Standards and Uses ("Design Guidelines") attached hereto as **Exhibit "~~D~~C"**.

~~N~~O. As a result of the development of the Property, City will receive needed jobs, sales and other tax revenues and significant increases to its real property tax base. City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of the Property by a developer with significant experience in the development process.

~~O~~P. Master Developer desires to obtain reasonable assurances that it may develop the Community in accordance with the terms, conditions and intent of this Agreement. Master Developer's decision to enter into this Agreement and commence development of the Community is based on expectations of proceeding, and the right to proceed, with the Community in accordance with this Agreement and the Applicable Rules.

~~P~~Q. Master Developer further acknowledges that this Agreement was made a part of the record at the time of its approval by the City Council and that Master Developer agrees without protest to the requirements, limitations, and conditions imposed by this Agreement.

~~Q~~R. The City Council, having determined that this Agreement is in conformance with ~~the 2016 Major Modification and the Las Vegas 2020 Master Plan, and that all other~~all substantive and procedural requirements for approval of this Agreement ~~have been satisfied~~, and after giving notice as required by the relevant law, and after introducing this Agreement by ordinance at a public hearing on _____, ~~2016, 2017~~, and after a subsequent public hearing to consider the substance of this Agreement on _____, ~~2016, 2017~~, the City Council found this Agreement to be in the public interest and lawful in all respects, and approved the execution of this Agreement by the Mayor of the City of Las Vegas.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION ONE

DEFINITIONS

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

"Affiliate" means (a) any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with another entity and (b) any other entity that beneficially owns at least fifty percent (50%) of the voting common stock or partnership interest or limited liability company interest, as applicable, of another entity. For the purposes of this definition, "control" when used with respect to any entity, means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, partnership interests, by contract or otherwise; and the terms "controlling" or "controlled" have meanings correlative to the foregoing.

"Agreement" means this development agreement and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

"Alcohol Related Uses" means a Beer/Wine/Cooler On-Sale use ~~or~~ Restaurant with Service Bar use, [Restaurant with Alcohol use and Lounge Bar](#) as defined by the UDC.

"Applicable Rules" as they relate to this Agreement and the development of the Community include the following:

- (a) The provision of the Code and all other uniformly-applied City rules, policies, regulations, ordinances, laws, general or specific, which were in effect on the Effective Date; and
- (b) This Agreement and all attachments hereto.

The term "Applicable Rules" does not include any of (i), (ii), or (iii) below, but the Parties understand that they, and the Property, may be subject thereto:

- (i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than City;
- [\(ii\)](#) ~~(ii)~~ Any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or

(iii) ~~(iii)~~ —Any applicable state or federal law or regulation.

"Authorized Designee" means any person or entity authorized in writing by Master Developer to make an application to the City ~~for an Entitlement Request~~ on the Property.

"Building Codes" means the development of the Community shall be subject to the Building Codes and fire codes in effect at the time of issuance of the permit for the particular development activity.

"CCRFCD" means the Clark County Regional Flood Control District.

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

"City Council" means the Las Vegas City Council.

"City Infrastructure Improvement Standards" means in their most recent editions and with the most recent amendments adopted by the City, the Standard Drawings for Public Works Construction Off-Property Improvements, Clark County, Nevada; Uniform Standard Specifications for Public Works Construction Off-Property Improvements, Clark County, Nevada; Uniform Regulations for the Control of Drainage and Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District; Design and Construction Standards for Wastewater Collection Systems of Southern Nevada; and any other engineering, development or design standards and specifications adopted by the City Council. The term includes standards for public improvements and standards for private improvements required under the UDC.

"City Manager" means the person holding the position of City Manager at any time or its designee.

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

"Community" means the Property and any and all improvements ~~provided for or~~ constructed thereupon.

"Design Guidelines" means the document prepared by Master Developer entitled Design Guidelines, Development Standards and Uses, attached hereto as **Exhibit "DC"**, and reviewed and approved by City.

"Designated Builder" means any legal entity other than Owner(s) that owns any parcel of real property within the Community, whether prior to or after the Effective Date, provided that such entity is

designated as such by Master Developer to City Manager in writing. For purposes of the Applicable Rules, the term "Designated Builder" is intended to differentiate between the Master Developer, Owner(s) and their Affiliates in their capacity as developer and land owner and any other entity that engages in the development of a structure or other improvements on a Development Parcel(s) within the Community. A Designated Builder is not a Party to this Agreement and may not enforce any provisions herein, but upon execution and recordation of this Agreement, a Designated Builder may rely on and be subject to the land use entitlements provided for herein. Designated Builder will work closely with Master Developer to ensure the Community and/or the Development Parcel(s) owned by Designated Builder is/are developed in accordance with this Agreement.

"Development Area(s)" means the four (4) separate development areas of the Property as shown on the Master Land Use Plan attached hereto as **Exhibit "B"**.

"Development Parcel(s)" means legally subdivided parcel(s) of land within the Community that are intended to be developed or further subdivided.

"Director of Planning" means the Director of the City's Department of Planning or its designee.

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

"Effective Date" means the date, on or after the adoption by City of an ordinance approving the execution of this Agreement, and the subsequent execution of this Agreement by the Parties, on which this Agreement is recorded in the Office of the County Recorder of Clark County. Each party agrees to cooperate as requested by the other party to cause the recordation of this Agreement without delay.

~~"Entitlement Request" means a request by Master Developer or its Authorized Designee for any land use approval.~~

"Grading Plan, Master Rough" means a plan or plans prepared by a Nevada-licensed professional engineer, also referred to as a Mass Grading Plan, to:

- (a) Specify areas where the Master Developer intends to perform rough grading operations;
- (b) Identify approximate future elevations and slopes of roadways, Development Parcels, and drainage areas; and

(c) Prior to issuance of ~~any rough grading~~ permit [for a Mass Grading Plan](#):

(i) the Director of Public Works may require an update to the Master Drainage Study to address the impacts of phasing or diverted flows if the Master Drainage Study does not contain sufficient detail for that permit; and,

(ii) Master Developer shall submit the location(s) and height(s) of stockpiles in conjunction with its respective grading permit submittal(s)/application(s).

(d) The Master Rough Grading Plan shall be reviewed by the Director of Public Works for conformance to the grading and drainage aspects of the approved Master Drainage Study.

"Grading Plan", which accompanies the Technical Drainage Study, means a detailed grading plan for a development site within the Community, created pursuant to the UDC, to further define the grading within residential subdivision sites, as identified in the Master Drainage Study, to a level of detail sufficient to support construction drawings, in accordance with the CCRFCD Hydrologic Criteria and Drainage Design Manual.

"HOA or Similar Entity" means any unit owners' association organized pursuant to NRS 116.3101, that is comprised of owners of residential dwelling units, lots or parcels in the Community, or portions thereof, created and governed by a declaration (as defined by NRS 116.037), formed for the purpose of managing, maintaining and repairing all common areas transferred to [it or managed by](#) it for such purposes.

"Investment Firm" means an entity whose main business is holding securities of other companies, financial instruments or property purely for investment purposes, and includes by way of example, and not limitation, Venture Capital Firms, Hedge Funds, and Real Estate Investment Trusts.

"LVVWD" means the Las Vegas Valley Water District.

"Master Developer" means 180 Land ~~Company~~[Co](#) LLC, a Nevada limited liability company, and its successors and assigns as permitted by the terms of this Agreement.

"Master Drainage Study" means the comprehensive hydrologic and hydraulic study, including required updates [only if deemed necessary by the City](#), to be approved by the Director of Public Works

prior to the issuance of any permits, excepting grub and clear permits outside of FEMA designated flood areas and/or demolition permits, for the Property, or the recordation of any map, ~~excepting therefrom Parcel Map 64285.~~

"Master Land Use Plan" means the Master Land Use Plan for the Community, which is **Exhibit "B"**.

"Master Sanitary Sewer Study" means the comprehensive sanitary sewer study to be approved by the Director of Public Works prior to the issuance of any permits, excepting grub and clear permits outside of FEMA designated flood areas and/or demolition permits, for the Property, or the recordation of any map, ~~excepting therefrom Parcel Map 64285.~~ including updates ~~as may be required~~ only if deemed necessary by the City where changes from those reflected in the approved Master Sanitary Sewer Study's approved densities or layout of the development are proposed that would impact downstream pipeline capacities and that may result in additional required Off-Property sewer improvements.

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

"Master Traffic Study" means the comprehensive traffic study, including ~~required~~ updates only if deemed necessary by the City, with respect to this Property to be approved by the Director of Public Works prior to the issuance of any permits, excepting grub and clear permits outside of FEMA designated flood areas and/or demolition permits, or the recordation of any map, ~~excepting therefrom Parcel Map 64285.~~

"Master Utility Improvements" means those water, sanitary sewer, storm water drainage, power, street light and natural gas improvements within and directly adjacent to the Property necessary to serve the proposed development of the Community other than those utility improvements to be located within individual Development Parcels. All public sewer, streetlights, traffic signals, associated infrastructures and public drainage located outside of public right-of-way must be within public easements in conformance with City of Las Vegas Code Title 20, or pursuant to an approved variance application if necessary to allow public easements within private property and/or private drives of the HOA or Similar Entity or of the Development Parcels.

"Master Utility Plan" means a conceptual depiction of all existing and proposed utility alignments, easements or otherwise, within and directly adjacent to the Property necessary to serve the proposed development of the Community, other than those utility improvements to be located within individual Development Parcels. The Master Developer shall align all proposed utilities within proposed public rights-of-way and/or within public utility easements when reasonable and, if applicable, will dedicate such rights-of-way to the City before granting utility easements to specific utility companies, and Master Developer shall separately require any Authorized Designee to disclose the existence of such facilities located on (or in the vicinity of) any affected residential lots, and easements necessary for existing and future LVVWD water transmission mains.

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

"Off-Property" means outside of the physical boundaries of the Property.

"Off-Property Improvements," as this definition relates to the Master Studies, means infrastructure improvements located outside the Property boundaries required by the Master Studies or other governmental entities to be completed by the Master Developer due to the development of the Community.

"On-Property" means within the physical boundaries of the Property.

"On-Property Improvements," as this definition relates to the Master Studies, means infrastructure improvements located within the Property boundaries required by the Master Studies or other governmental entities, to be completed by the Master Developer due to the development of the Community.

"Owner" has the meaning as defined in Recital C.

"Party," when used in the singular form, means Master Developer, an Owner (as defined in Recital B) or City and in the plural form of "Parties" means Master Developer, Owners and City.

"Planning Commission" means the City of Las Vegas Planning Commission.

"Planning Department" means the Department of Planning of the City of Las Vegas.

"Property" means that certain two hundred fifty and ninety-two hundredths (250.92) gross acres of real property which is the subject of this Agreement. The legal description of the Property is set forth

at [in](#) Exhibit "A".

~~"Subdivision Map" means any instrument under NRS and the UDC which legally subdivides property or gives the right to legally subdivide property.~~

"Technical Drainage Study(s)" means comprehensive hydrologic study(s) prepared under the direction of and stamped by a Nevada-licensed professional engineer that must comply with the CCRFCD drainage manual. Technical Drainage Study(s) shall be approved by the Director of Public Works.

"Term" means the term of this Agreement.

"The Two Fifty Drive Extension" means the roadway identified as The Two Fifty Drive Extension, as may also be referred to as the Clubhouse Drive Extension, which Master Developer is obligated to construct pursuant to the Master Traffic Study, together with associated curb, gutter, sidewalk, landscaping, underground utility improvements including fiber optic interconnect, streetlights, traffic control signs and signals other than those for which a fee was paid pursuant to Ordinance 5644.

"UDC" means the Unified Development Code as of the Effective Date of this Agreement attached hereto as **Exhibit "GE"**.

"Water Feature" means one or more items from a range of fountains, ponds (including irrigation ponds), cascades, waterfalls, and streams used for aesthetic value, wildlife and irrigation purposes from [privately owned](#) ground water or effluent.

SECTION TWO

APPLICABLE RULES AND CONFLICTING LAWS

2.01 Reliance on the Applicable Rules. City and Master Developer agree that Master Developer will be permitted to carry out and complete the development of the Community in accordance with the terms of this Agreement and the Applicable Rules. The terms of this Agreement shall supersede any conflicting provision of the City Code except as provided in Section 2.02 below.

2.02. Application of Subsequently Enacted Rules by the City. The City shall not amend, alter or change any Applicable Rule as applied to the development of the Community, or apply a new fee, rule regulation, resolution, policy or ordinance to the development of the Community, except as follows:

(a) The development of the Community shall be subject to the Building Codes and fire codes in effect at the time of issuance of the permit for the particular development activity.

(b) The application of a new uniformly-applied rule, regulation, resolution, policy or ordinance to the development of the Community is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents, ~~and provided that City gives Master Developer written notice thirty (30) days prior to implementing a new policy.~~

(c) Nothing in this Agreement shall preclude the application to the Community of new or changed rules, regulations, policies, resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 2.03 through 2.05 of this Agreement are applicable.

(d) Should the City adopt or amend rules, regulations, policies, resolutions or ordinances and apply such rules to the development of the Community, other than pursuant to one of the above Sections 2.02(a), 2.02(b) or 2.02(c), the Master Developer shall have the option, in its sole discretion, of accepting such new or amended rules by giving written notice of such acceptance to City. City and the Master Developer shall subsequently execute an amendment to this Agreement evidencing the Master Developer's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.

2.03 Conflicting Federal or State Rules. In the event that any federal or state laws or regulations prevent or preclude compliance by City or Master Developer with one or more provisions of this Agreement or require changes to any approval given by City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

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

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

2.04 City Council Hearings. In the event either Party believes that an amendment to this Agreement is necessary due to the effect of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Master Developer shall have the right to offer oral and written testimony at the hearing. Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section is subject to judicial review. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

2.05 City Cooperation.

(a) City shall cooperate with Master Developer in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under Section 2.04.

(b) As required by the Applicable Rules, Master Developer shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

(c) Permits issued to Master Developer shall not expire so long as work progresses as determined by the City's Director of Building and Safety.

SECTION THREE

PLANNING AND DEVELOPMENT OF THE COMMUNITY

3.01 Permitted Uses, Density, and Height of Structures. Pursuant to NRS Chapter 278, this Agreement sets forth the permitted uses, density and maximum height of structures to be constructed in the Community for each Development Area within the Community.

(a) Maximum Residential Units Permitted. The maximum number of residential dwelling units allowed within the Community, as shown on **Exhibit B**, is two thousand ~~four~~one hundred ~~seventy-five (2,475)~~eighty-four (2,184) units, with ~~seven~~four hundred ~~twenty (720)~~thirty-five (435) for sale, multifamily residential units in Development Area 1, one thousand six hundred eighty~~-four~~ (1,6801,684)

multifamily residential units, including the option for assisted living units, in Development Area 2 and Development Area 3 combined, and a maximum of ~~seventy~~sixty-five (~~75~~) ~~estate~~65 residential lots in Development Area 4. ~~An assisted living facility, as defined by Code, may be developed within Development Area 2 or Development Area 3 with up to two hundred (200) assisted living units allowed in addition to the maximum residential dwelling units permitted herein. Should the assisted living units not be constructed, the two hundred (200) assisted living units may not be built as residential dwelling units.~~

(b) Permitted Uses and ~~Unit~~ Types.

(i) The Community is planned for a mix of single family residential homes and multi-family residential homes including mid-rise tower residential homes.

(ii) Assisted living facility(ies), as defined by Code, may be developed within Development Area 2 or Development Area 3.

(iii) A non-gaming boutique hotel with up to one hundred thirty (130) rooms, with supporting facilities and associated ancillary uses, shall be allowed in Development Area 2 or Development Area 3. Prior to construction, a Site Development Plan Review shall be submitted and approved.

(iv) To promote a pedestrian friendly environment, in Development Areas 2 and 3, additional commercial uses that are ancillary to multifamily residential uses shall be permitted. Ancillary commercial uses shall be similar to, but not limited to, general retail uses and restaurant uses (~~café, coffee shop, sandwich shops, etc.~~). The number and size of ancillary commercial uses shall be evaluated at the time of submittal for a Site Development Plan Review. Ancillary commercial uses, associated with the multifamily uses, shall be limited to Development Areas 2 and 3, and shall be limited to a total of ~~seven~~fifteen thousand ~~five hundred (7,500)~~(15,000) square feet across Development Areas 2 and 3 with no single use greater than ~~two~~four thousand ~~five hundred (2,500)~~(4,000) square feet. It is the intent that the ancillary commercial will largely cater to the residences of Development Areas 1, 2 and 3 to be consistent with an environment that helps promote a walkable community.

(~~iii~~)v Water Features shall be allowed in the Community, even if City enacts a future ordinance or law contrary to this Agreement.

(~~iv~~vi) Uses allowed within the Community are listed in the Design Guidelines attached as **Exhibit "DC's Exhibit I"**. Additionally, the permissible uses in the UDC shall apply within each respective zoning district.

(~~v~~vii) The Parties acknowledge that ~~golf course operations~~watering the Property may be continued or discontinued, on any portion or on all of the Property, at and for any period of time, or permanently, at the discretion of the Master Developer. If discontinued, Master Developer shall comply with all City Code requirements relating to the maintenance of the Property and comply with Clark County Health District regulations and requirements relating to the maintenance of the Property, which may necessitate Master Developer's watering and rough mowing the Property, or at Master Developer's election to apply for and acquire a clear and grub permit and/or demolition permits for the Property outside of FEMA designated flood areas ~~and/or demolition permits~~(and within FEMA designated flood areas if approved by FEMA), subject to all City laws and regulations. Notwithstanding, Master Developer will use best efforts to continue to water the Property until such time as construction activity is commenced in a given area.

(~~vi~~viii) Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and general welfare of the Community are best promoted and protected by requiring that a Special Use Permit be obtained for all Alcohol Related Uses. Alcohol Related Uses shall be subject to a Special Use Permit in accordance with the requirements of this Section and Las Vegas Municipal Code Section 19.16.0110. The Parties agree that Master Developer may apply for Alcohol Related Uses and that Alcohol Related Uses, as defined herein, may be permitted adjacent to a private park open for public access.

(c) Density. Master Developer shall have the right to determine the number of residential~~-dwelling~~ units to be developed on any Development Parcel up to the maximum density permitted in each Development Area. Notwithstanding the foregoing, the maximum density permitted in Development Area 1 shall be a maximum of ~~seven~~four hundred ~~twenty (720)~~thirty-five (435) for sale, multifamily residential units; Development Areas 2 and 3 combined shall be a maximum of one thousand six hundred eighty~~-four (1,680)~~1,684 multifamily residential units~~-plus up to two hundred (200), including the option for~~ assisted living units; and Development Area 4 shall be a maximum of ~~seventy~~sixty-five

~~(7565) residential estate lots as a result of the Master Developer's decision to keep much of Development Area 4 preserved for enhanced landscaped areas.~~ lots. In Development Area 4, residential lots will be a minimum one-half (1/2) gross acres in Section A on Exhibit B. All other lots within Development Area 4 will be a minimum of two (2) gross acres.

(d) Maximum Height and Setbacks. The maximum height and setbacks shall be governed by the Code except as otherwise provided for in the Design Guidelines attached as **Exhibit "DC's Exhibit I"**.

(e) Residential Mid-Rise Towers in Development Area 2. Master Developer shall have the right to develop two (2) residential mid-rise towers within Development Area 2. The mid-rise tower locations shall be placed so as to minimize the impact on the view corridors to the prominent portions of the Spring Mountain Range from the existing residences in One Queensridge Place. As provided in the Design Guidelines attached as **Exhibit "DC"**, each of the two (2) mid-rise towers may be up to one hundred fifty (150) feet in height.

(f) Phasing.

(i) The Community shall be developed as outlined in the Development Phasing **Exhibit "FD"**.

(ii) The Development Areas' numerical designations are not intended and should not be construed to be the numerical sequence or phase of development within the Community.

(iii) Development Area 4's Sections A-G, as shown on Exhibit B, are not intended and should not be construed to be the alphabetical sequence or phase of development within Development Area 4.

(iv) The Property shall be developed as the market demands, in accordance with this Agreement, and at the sole discretion of Master Developer.

(v) Portions of the Property are located within the Federal Emergency Management Agency ("FEMA") Flood Zone.

(1) Following receipt from FEMA of a Conditional Letter of Map Revision ("CLOMR") and receipt of necessary City approvals and permits, Master Developer may begin construction in Development

Areas 1, 2 and 3, including but not limited to, the mass grading, the drainage improvements, including but not limited to the installation of the open drainage channels and/or box culverts, and the installation of utilities. Notwithstanding, Master Developer may begin and complete any construction prior to receipt of the CLOMR in areas outside of the FEMA Flood Zone, following receipt of the necessary permits and approvals from City.

(2) In Development Area 4 in areas outside of the FEMA Flood Zone, Master Developer may begin and complete any construction, as the market demands, [and at the sole discretion of the Master Developer.](#)

following receipt of necessary City approvals and permits.

(3) In Development Area 4 in areas within the FEMA Flood Zone, construction, including but not limited to, mass grading, drainage improvements, including but not limited to the installation of the open drainage channels and/or box culverts, and the sewer and water mains may commence only after receipt of the CLOMR related to these areas and receipt of necessary City approvals and permits.

(vi) Master Developer and City agree that prior to the approval for construction of the seventeen hundredth (1,700th) residential unit, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the seventeen hundredth (1,700th) residential unit, Master Developer shall have substantially completed the drainage infrastructure required in Development Area 4. For clarification, the completion of the aforementioned drainage infrastructure required in Development Area 4 is not a prerequisite to approval for construction, by way of building permit issuance, of the first sixteen hundred ninety-nine (1,699) residential units. For purposes of this subsection, substantial completion of the drainage infrastructure shall mean the installation of the open drainage channels and/or box culverts required pursuant to the City-approved Master Drainage Study or Technical Drainage Study for Development Area 4.

(vii) The Two Fifty Drive Extension, being a new roadway between Development Areas 2 and 3 that will connect Alta Drive and South Rampart Boulevard, shall be completed in accordance with the approved Master Traffic Study and prior to the approval for construction of the fifteen hundredth (1,500th) residential unit, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the fourteen hundred and ninety-ninth (1,499th) residential unit. For clarification, the completion of The Two Fifty Drive Extension is not a prerequisite to approval for construction, by way of building permit issuance, of the first fourteen hundred and ninety-ninth (1,499th) residential units.

(viii) The ~~Open Space~~Landscape, Parks and Recreation ~~Space-phasing~~Areas shall be constructed incrementally with development as outlined below in subsection (g).

(ix) In Development Areas 1-3, prior to the commencement of grading and/or commencement of a new phase of building construction, Master Developer shall provide ten (10) days' written notice to adjacent HOAs.

(x) In Development Area 4, prior to the commencement of grading, Master Developer shall provide ten (10) days' written notice to adjacent HOAs.

(g) ~~Open Space~~Landscape, Parks, ~~and Recreation, and Landscaped Space Areas~~. The Property consists of two hundred fifty and ninety-two hundredths (250.92) acres. Master Developer shall ~~amenitize and/or landscape~~ and/or amenitize (or cause the same to occur) approximately ~~fifty~~forty percent (~~50~~40%) of the Property (approximately one hundred ~~twenty-five~~ (~~125~~100) acres) which is in excess of the Code requirements. Master Developer shall construct, or cause the construction of the following:

(i) Development Areas 1, 2 and 3. A minimum of 12.7 acres of ~~public and private open space~~landscape, parks, and recreation ~~space~~areas shall be provided throughout the 67.21 acres of Development Areas 1, 2 and 3. The 12.7 acres of ~~public and private open space~~landscape, parks, and recreation ~~space~~area will include a minimum of: 2.5 acres of privately-owned park areas open to ~~the public~~residents of the Property, Queensridge and One Queensridge Place; 6.2 acres of privately-owned park and ~~open space~~landscape areas not open to the public; 4.0 acres of privately-owned recreational amenities not open to the public, including outdoor and indoor areas; ~~and a~~ (hereinafter

referred to as "The Seventy Open Space"). A 1 mile walking loop, and pedestrian walkways throughout
(hereinafter referred to as "The Seventy Open Space"). will be included as part of the 12.7 acres. The layout(s), location(s) and size(s) of the Seventy Open Space shall be determined pursuant to Site Development Plan Review(s) and shall be constructed incrementally in conjunction with the construction of the multifamily units located in Development Areas 1, 2 and 3. The 2.5 acres of privately-owned park area(s) ~~open to the public~~ shall be completed prior to the approval for construction of the fifteen hundredth (1,500th) residential unit, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the fourteen hundred and ninety-ninth (1,499th) residential unit. For clarification, the completion of 2.5 acres of privately-owned park area(s) ~~open to the public~~ is not a prerequisite to approval for construction, by way of building permit issuance, of the first fourteen hundred and ninety-nine (1,499) residential units, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the fourteen hundred and ninety-ninth (1,499th) residential unit. The Seventy Open Space shall be maintained and managed by Master Developer's Authorized Designee, the respective HOAs, Sub-HOA or Similar Entity.

~~(ii)~~ (ii) Development Area 4. Because ~~Master Developer has chosen to limit Developer~~ Development Area 4 ~~to~~ will have a maximum of ~~seventy~~ only sixty-five ~~(75) estate~~ 65 residential lots ~~in Development Area 4,~~ approximately ~~one hundred twelve (112)~~ eighty-seven (87) of its acres ~~of the landscaped area is anticipated to be located within Development Area 4 and shall be preserved, by easement or deed restriction, for natural areas, trees, shrubs, ponds, grasses and private access ways. The landscaped~~ will be landscape area. The landscape area, although not required pursuant to the UDC, is being created to maintain a ~~landscaped~~ landscape environment in Development Area 4 and not in exchange for higher density in Development Areas 1, 2 or 3. The ~~landscaped~~ landscape area will be maintained by individual ~~estate~~ residential lot owners, an HOA, sub-HOA or Similar Entity, or a combination thereof, pursuant to Section 4 of this Agreement. Upon completion of Development Area 4, there shall be a minimum of seven thousand five hundred (7,500) trees in Development Area 4.

(h) Development Area 3 No Building Structures Zone and Transition Zone. In Development Area 3, there will be a wall, up to ten (10) feet in height, to serve to separate Development Areas 1, 2 and 3 from Development Area 4. The wall will provide gated access points to Development

Area 4. Additionally, there will be a seventy-five (75) foot "No Building Structures Zone" along the western boundary of Development Area 3 within seventy-five (75) feet of the property line of existing homes adjacent to the Property as of the Effective Date, as shown on **Exhibit "B"**, to help buffer Development Area 3's development from these existing homes immediately adjacent to the particular part of the Property. The No Building Structures Zone will contain landscaping, an emergency vehicle access way that will also act as a pathway, and access drive lanes for passage to from Development Area 4 through Development Area 3. An additional seventy-five (75) foot "Transition Zone" will be adjacent to the No Building Structures Zone, as shown on **Exhibit "B"**, wherein buildings of various heights are permitted but the heights of the buildings in the Transition Zone cannot exceed thirty-five (35) feet above the average finished floor of the adjacent existing residences' finished floor outside of the Property as of the Effective Date, in no instance in excess of the parameters of the Design Guidelines. For example, if the average finished floor of an adjacent existing residence, as of the Effective Date, is 2,800 feet in elevation, the maximum building height allowed in the adjacent Transition Zone would be 2,835 feet. Along the western edge of the Transition Zone, architectural design will pay particular attention to the building exterior elevations to take into consideration architectural massing reliefs, both vertical and horizontal, building articulation, building colors, building materials and landscaping. A Site Development Plan Review(s) is required prior to development in Development Areas 1, 2 and 3.

(i) Grading and Earth Movement.

(i) Master Developer understands that it must obtain Federal Emergency Management Agency's ("FEMA") CLOMR approval prior to any mass grading on the FEMA designated areas of the Property. Master Developer may commence construction, and proceed through completion, subject to receipt of the appropriate grading and/or building permits, on the portions of the Property located outside the FEMA designated areas prior to obtaining FEMA CLOMR approval.

(ii) Master Developer's intention is that the Property's mass grading cut and fill earth work will balance, thereby mitigating the need for the import and export of fill material. However, there will be a need to import dirt for landscape fill.

(iii) In order to minimize earth movement to and from the Property, Master Developer shall be authorized to process the cut materials on site to create the needed fill materials,

therefore eliminating or significantly reducing the need to take cut and fill materials ~~to~~from and ~~from~~to the Property. After approval of the Master Rough Grading Plan, other than the necessary Clark County Department of Air Quality Management approvals needed, Master Developer shall not be required to obtain further approval for rock crushing, earth processing and stockpiling on the Property; provided, however, that no product produced as a result of such rock crushing, earth processing and/or stockpiling on the Property may be sold off-site. The rock crushing shall be located no less than five hundred (500) feet from existing residential homes and, except as otherwise outlined herein, shall be subject to Las Vegas Municipal Code Section 9.16.

(iv) In conjunction with its grading permit submittal(s)/application(s), Master Developer shall submit the location(s) and height(s) of stockpiles.

(v) There shall be no blasting on the Property during the Term of the Agreement.

(j) Gated Accesses to Development Area 4. Gated accesses to from Development Area 4 shall be on Hualapai Way and through Development Area 3 unless otherwise specified in an approved tentative map(s) or a separate written agreement.

3.02. ~~Entitlement Requests.~~Processing.

(a) Generally. City agrees to reasonably cooperate with Master Developer to:

(i) Expeditiously process all ~~Entitlement Requests~~ applications, including General Plan Amendments, in connection with the Property that are in compliance with the Applicable Rules and Master Studies and this Development Agreement; and

(ii) Promptly consider the approval of ~~Entitlement Requests~~ applications, subject to reasonable conditions not otherwise in conflict with the Applicable Rules ~~or the,~~ Master Studies and this Development Agreement.

(b) Zoning Entitlement for Property. The Parties acknowledge and agree that the Property ~~will be rezoned for development in accordance with the 2016 Major Modification to allow~~ is zoned RPD7 which allows for the development of the densities provided for herein and that no subsequent zone change is needed.

(c) ~~Other Entitlement Requests~~Applications. Except as provided herein, all other ~~Entitlement Request~~ applications shall be processed by City according to the Applicable Rules. The Parties acknowledge that the procedures for processing such ~~Entitlement Request~~ applications are governed by this Agreement, and if not covered by this Agreement, then by the Code. In addition, any additional application requirements delineated herein shall be supplemental and in addition to such Code requirements.

(i) Site Development Plan Review. ~~Unless otherwise provided for herein,~~ Master Developer shall satisfy the requirements of Las Vegas Municipal Code Section 19.16.100 for the filing of an application for a Site Development Plan Review, except:

(1) No Site Development Plan Review will be required for any of the up to ~~seventy-five (75) residential units in Development Area 4. Master Developer shall be responsible for the approval of the residential units in Development Area 4.~~ sixty-five (65) residential units in Development Area 4 because: a) the residential units are custom homes; and, b) the Design Guidelines attached as Exhibit "C", together with the required Master Studies and the future tentative map(s) for the residential units in Development Area 4, satisfy the requirements of a Site Development Plan under the R-PD zoning district. Furthermore, Master Developer shall provide its written approval for each residential unit in Development Area 4, which written approval shall accompany each residence's submittal of plans for building permits. The conditions, covenants and restrictions for Development Area 4 shall be submitted to the City prior to the issuance of building permits, except grub and clear, demolition and grading permits, in Development Area 4.

(2) ~~As part of this Agreement, specifically Section 3.01(e), Master Developer shall have the right to develop two (2) residential mid-rise towers within Development Area 2. The two (2) residential mid-rise towers' maximum heights and setbacks have been established as part of the Design Guidelines attached as Exhibit "D" to this Agreement, so with respect to the two (2) residential mid-rise towers, the Site Development Plan Review shall be subject to the requirements of a Site Development Plan Review except the two (2) residential mid-rise towers' maximum heights and~~

~~setbacks. Because Exhibit "E" is conceptual, the remainder of the development in Development Areas 1, 2 and 3 shall be subject to all of the requirements of a Site Development Plan Review.~~ A Site Development Plan has already been approved in

Development Area 1 pursuant to SDR-62393 for four Hundred thirty-five (435) luxury multifamily units, which shall be amended administratively to lower a portion of the building adjacent to the One Queensridge Place swimming pool area from four (4) stories to three (3) stories in height.

(3) For Development Areas 2 and 3, all Site Development Plan Reviews shall acknowledge that: a) as stated in Recital N, the development of the Property is compatible with and complimentary to the existing adjacent developments; b) the Property is subject to the Design Guidelines attached as Exhibit "C"; c) the Master Studies have been submitted and/or approved, subject to updates, to allow the Property to be developed as proposed herein; d) this Agreement meets the City's objective to promote the health, safety and general welfare of the City and its inhabitants; and, e) the Site Development Review requirements for the following have been met with the approval of this Development Agreement and its accompanying Design Guidelines:

i) density.

ii) building heights.

iii) setbacks.

iv) residential adjacency.

v) approximate building locations.

vi) approximate pad areas.

vii) approximate pad finished floor elevations, including those for the two mid-rise towers.

viii) street sections, and,

ix) access and circulation.

The following elements shall be reviewed as part of Site Development Review(s) for Development Areas 2 and 3:

x) landscaping.

xi) elevations.

xii) design characteristics, and,

xiii) architectural and aesthetic features.

The above referenced elements have already been approved in Development Area 1. To the extent these elements are generally continued in Development Areas 2 and 3, they are hereby deemed compatible as part of any Site Development Plan Review in Development Areas 2 and 3.

(ii) Special Use Permits. Master Developer and/or Designated Builders shall satisfy all Code requirements for the filing of an application for a special use permit.

3.03. Dedicated Staff and the Processing of Applications.

(a) Processing Fees. Generally. All ~~Entitlement Requests~~applications, Major Modification Requests and Major Deviation Requests and all other requests related to the development of the Community shall pay the fees as provided by the UDC.

(b) Inspection Fees. Construction documents and plans that are prepared on behalf of Master Developer for water facilities that are reviewed by City for approval shall not require payment of inspection fees to City unless the water service provider will not provide those inspection services.

(c) Dedicated Inspection Staff. Upon written request from Master Developer to City, City shall provide within thirty (30) days from written notice, if staff is available, and Master Developer shall pay for a full-time building inspector dedicated only to the development of the Community.

~~3.04 — Modification of Design Guidelines. Parties~~3.04. Modifications of Design Guidelines.
Modifications are changes to the Design Guidelines that apply permanently to all development in the Community. The Parties agree that modifications of the Design Guidelines are generally not in the best interests of the effective and consistent development of the Community, as the Parties spent a considerable amount of time and effort negotiating at arms-length to provide for the Community as provided by the Design Guidelines. However, the Parties do acknowledge that there are special circumstances which may necessitate the modification of certain provisions of the Design Guidelines to accommodate unique situations which are presented to the Master Developer upon the actual development of the Community. Further, the Parties agree that modifications of the Design Guidelines can change the look, feel and construction of the Community in such a way that the original intent of the Parties is not demonstrated by the developed product. Notwithstanding, the Parties recognize that

modifications and deviations are a reality as a result of changes in trends, technology, building materials and techniques. To that end, the Parties also agree that the only proper entity to request a modification or deviation ~~to~~of the Design Guidelines is the Master Developer entity itself. A request for a modification or deviation to the Design Guidelines shall not be permitted ~~by~~from: any other purchaser of real property within the Community, the ~~HOA, Sub-Master~~ HOA or ~~Similar Entity~~a similar entity.

(a) Applicant. Requests for all modifications of the Design Guidelines may be made only by Master Developer.

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

(i) changes in architectural styles, color palettes and detail elements.

(ii) the addition of similar and complementary architectural styles, color palettes and detail elements to residential or commercial uses.

(iii) changes in building materials.

(iv) changes in landscaping materials, plant palettes, and landscaping detail elements.

(c) Submittal, Review, Decision, and Appeal.

(i) An application for Minor Modification of the Design Guidelines may be made to the Director of the Department of Planning for its consideration. The Planning Department shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

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

(iii) Master Developer may appeal any decision of the Planning Department to the Planning Commission by providing a written request for an appeal within 10 business days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available Planning Commission meeting.

(iv) Master Developer may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(d) Major Modifications.

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

(ii) All actions by the Planning Commission on Major Modifications shall be scheduled for a hearing at the next available City Council meeting.

3.05 Deviation to Design Guidelines. A deviation is an adjustment to a particular requirement of the Design Guidelines for a particular Development Parcel or lot.

(a) Minor Deviation. A Minor Deviation must not have a material and adverse impact on the overall development of the Community and may not exceed ten percent (10%) of a particular requirement delineated by the Design Guidelines. An application for a Minor Deviation may only be made under the following circumstances:

1) A request for deviation from any particular requirement delineated by the Design Guidelines on ten percent (10%) or less of the lots in a Development Parcel; or

2) A request for deviation from the following particular requirements on greater than 10% of the lots in a Development Parcel or the entire Community:

a) Changes in architectural styles, color palettes and detail elements.

b) The addition of similar and complementary architectural styles, color palettes and detail elements.

c) Changes in building materials.

d) Changes in landscaping materials, plant palettes, and landscaping detail elements.

e) Setback encroachments for courtyards, porches, miradors, casitas, architectural projections as defined by the Design Guidelines, garages and carriage units.

f) Height of courtyard walls.

(i) Administrative Review Permitted. An application for a Minor Deviation may be filed by the Master Developer or an authorized designee as provided herein. Any application by an authorized designee of Master Developer must include a written statement from the Master Developer that it either approves or has no objection to the request.

(ii) Submittal, Review and Appeal

(1) An application for a Minor Deviation from the Design Guidelines may be made to the Planning Department for their consideration. The Department of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(2) The Department of Planning may, in their discretion, approve a Minor Deviation or impose any reasonable condition upon such approval. The Department of Planning shall issue a written decision within thirty (30) business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (3) below. Applications for which no written decision is issued within thirty (30) days shall be deemed approved.

(3) Master Developer or an authorized designee may appeal any decision of the Department of Planning to the Planning Commission by providing a written request for an appeal within ten (10) business days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available Planning Commission meeting.

(4) Master Developer or an authorized designee may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(b) ~~(a) Major Deviation. Any application for a modification to the Design Guidelines for a particular Development Parcel or lot is a Major Deviation.~~ A Major Deviation must not have a material

and adverse impact on the overall development of the Community and may exceed ten percent (10%) of any particular requirement delineated by the Design Guidelines.

(i) City Council Approval Required. An application for a Major Deviation may be filed by the Master Developer or an ~~Authorized-Designee~~authorized designee as provided herein. Any application by an ~~Authorized-Designee~~authorized designee must include a written statement from the Master Developer that it either approves or has no objection to the request. Major Deviations shall be submitted to the Planning Commission for recommendation to the City Council, wherein the City Council shall have final action on all Major Deviations.

(ii) Submittal, Review and Approval.

(1) All applications for Major Deviations shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of the application.

(2) All actions by the Planning Commission on Major Deviations shall be scheduled for a hearing by the City Council within thirty (30) days of such action.

(~~bc~~) If Master Developer or an ~~Authorized-Designee~~authorized designee requests a deviation from adopted City Infrastructure Improvement Standards, an application for said deviation shall be submitted to the Land Development Section of the Department of Building and Safety and related fees paid for consideration by the City Engineer pursuant to the Applicable Rules.

(~~ed~~) Any request for deviation other than those specifically provided shall be processed pursuant to Section 3.04 (Modifications of Design Guidelines).

3.06 Anti-Moratorium. The Parties agree that no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the construction, rate, timing or sequencing of the development of property including those that affect parcel or subdivision maps, building permits, occupancy permits or other entitlements to use land, that are issued or granted by City, shall apply to the development of the Community or portion thereof. Notwithstanding the foregoing, City may adopt ordinances, resolutions or rules or regulations that are necessary to:

(a) comply with any state or federal laws or regulations as provided by Section 2.04, above;

(b) alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Property, except for construction-related operations contemplated herein, in which event the ordinance shall contain the most minimal and least intrusive alternative possible, and shall not, in any event, be imposed arbitrarily; or

(c) maintain City's compliance with non-City and state sewerage, water system and utility regulations. However, the City as the provider of wastewater collection and treatment for this development shall make all reasonable best efforts to insure that the wastewater facilities are adequately sized and of the proper technology so as to avoid any sewage caused moratorium.

In the event of any such moratorium, future ordinance, resolution, rule or regulation, unless taken pursuant to the three exceptions contained above, Master Developer shall continue to be entitled to apply for and receive consideration of ~~Entitlement Requests and other~~ applications contemplated in Section 3 in accordance with the Applicable Rules.

3.07. Property Dedications to City. Except as provided in herein, any real property (and fixtures thereupon) transferred or dedicated to City or any other public entity shall be free and clear of any mortgages, deeds of trust, liens or encumbrances (except for any encumbrances that existed on the patent, at the time the Property was delivered to Master Developer, from the United States of America).

3.08 Additional Improvements.

(a) Development Areas 1, 2 and 3. Should Master Developer enter into a separate written agreement with the Las Vegas Valley Water District to a) utilize the Paved Golf Course Maintenance Access Roadway (described in recorded document 199602090000567), and, b) enhance it for purposes of extending Clubhouse Drive for additional ingress and egress to Development Areas 1, 2 and 3 as contemplated on the Conceptual Site Plan in Exhibit "C", then Master Developer shall provide the following additional improvements related to One Queensridge Place:

(i) Master Developer shall construct a controlled access point to public walkways that lead to those portions of The Seventy Open Space, which includes a dog park. The controlled access point will be maintained by the One Queensridge Place HOA.

(ii) Master Developer shall construct thirty-five (35) parking spaces along the property line of Development Area 1 and One Queensridge Place. The parking spaces will be maintained by the One Queensridge Place HOA.

(iii) Master Developer will work with the One Queensridge Place HOA to design and construct an enhancement to the existing One Queensridge Place south side property line wall to enhance security on the southerly boundary of One Queensridge Place. The enhanced wall will be maintained by the One Queensridge Place HOA.

(iv) The multifamily project, approved under SDR-62393, with four hundred thirty-five (435) luxury multifamily units, shall be amended administratively to lower a portion of the building adjacent to the One Queensridge Place swimming pool area from four (4) stories to three (3) stories in height.

(b) Development Area 4. Should Master Developer 1) enter into a separate written agreement with Queensridge HOA with respect to Development Area 4 taking access to both the Queensridge North and Queensridge South gates, and utilizing the existing Queensridge roads, and 2) enter into a separate written agreement with the Las Vegas Valley Water District to a) utilize the Paved Golf Course Maintenance Access Roadway (described in recorded document 199602090000567), and, b) enhance it for purposes of extending Clubhouse Drive for additional ingress and egress to Development Areas 1, 2 and 3 as contemplated on the Conceptual Site Plan in **Exhibit "C"**, then Master Developer shall provide the following additional improvements.

(i) Master Developer shall construct the following in Queensridge South to be maintained by the Queensridge HOA:

(a) a new entry access way;

(b) new entry gates;

(c) a new entry gate house; and,

(d) an approximate four (4) acre park with a vineyard component located near the Queensridge South entrance.

(ii) Master Developer shall construct the following for Queensridge North to be maintained by the Queensridge HOA:

(a) an approximate one and one-half (1.5) acre park located near the Queensridge North entrance; and,

(b) new entry gates.

(c) Notwithstanding the foregoing, neither the One Queensridge Place HOA nor the Queensridge HOA shall be deemed to be third party beneficiaries of this Agreement. This Agreement does not confer any rights or remedies upon either the One Queensridge Place HOA or the Queensridge HOA. Specifically, but without limiting the generality of the foregoing, neither shall have any right of enforcement of any provision of this Agreement against the Master Developer (inclusive of its successors and assigns in interest) or City, nor any right or cause of action for any alleged breach of any obligation hereunder under any legal theory of any kind.

SECTION FOUR

MAINTENANCE OF THE COMMUNITY

4.01 Maintenance of Public and Common Areas.

(a) Community HOAs. Master Developer shall establish Master HOAs, Sub-HOAs or Similar Entities to manage and maintain sidewalk, common landscape areas, any landscaping within the street rights-of-way including median islands, private sewer facilities, private drainage facilities located within common elements, including but not limited to, grassed and/or rip-rap lined channels and natural arroyos as determined by the Master Drainage Study or applicable Technical Drainage Studies, but excluding public streets, curbs, gutters, ~~sidewalks~~ and streetlights upon City-dedicated public streets, City owned traffic control devices and traffic control signage and permanent flood control facilities.

(b) Maintenance Obligations of the Master HOAs and Sub-HOAs. The Master HOAs or Similar Entities and the Sub-HOAs (which hereinafter may be referred to collectively as the "HOAs") shall be responsible to maintain in good condition and repair all common areas that are transferred to them for repair and maintenance (the "Maintained Facilities"), including, but not limited to sidewalks, walkways, private streets, private alleys, private drives, ~~landscaped~~landscape areas, signage and water features, parks and park facilities, trails, amenity zones, flood control facilities not meeting the criteria for

public maintained facilities as defined in Title 20 of the Code, and any landscaping in, on and around medians and public rights-of-way. Maintenance of the drainage facilities, which do not meet the criteria for public maintained facilities as defined in Title 20 of the Code, shall be the responsibility of an HOA or Similar Entity that encompasses a sufficient number of properties subject to this Agreement to financially support such maintenance, which may include such HOAs or Similar Entities posting a maintenance bond in an amount to be mutually agreed upon by the Director of Public Works and Master Developer prior to the City's issuance of any grading or building permits within Development Area 4, excluding any grub and clear permits outside of FEMA designated flood areas and/or demolition permits.

Master Developer acknowledges and agrees that the HOAs are common-interest communities created and governed by declarations ("Declarations") as such term is defined in NRS 116.037. The Declarations will be recorded by Master Developer or Designated Builders as an encumbrance against the property to be governed by the appropriate HOA. In each case, the HOA shall have the power to assess the encumbered property to pay the cost of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such assessments. Master Developer further agrees that such Declarations will contain a covenant running to the benefit of City, and enforceable by City, that such facilities will be maintained in good condition and repair. Such HOAs will be Nevada not-for-profit corporations with a board of directors elected by the subject owners, provided, however, that Master Developer may control the board of directors of such HOA for as long as permitted by applicable law.

(c) The Declaration for the HOAs, when it has been fully executed and recorded with the office of the Clark County Recorder, shall contain (or effectively contain) the following provisions:

(i) that the governing board of the HOAs must have the power to maintain the Maintained Facilities;

(ii) that the plan described in Section 4.02 can only be materially amended by the HOAs;

(iii) that the powers under the Declaration cannot be exercised in a manner that would defeat or materially and adversely affect the implementation of the Maintenance Plan defined below; and

(iv) that in the event the HOAs fail to maintain the Maintained Facilities in accordance with the provisions of the plan described in Section 4.02, City may exercise its rights under the Declaration, including the right of City to levy assessments on the property owners for costs incurred by City in maintaining the Maintained Facilities, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon. Upon request, City shall have the right to review the Declaration for the sole purpose of determining compliance with the provisions of this Section.

(d) City's right to enforce any HOA maintenance provisions are at the sole discretion of the City.

4.02 Maintenance Plan. For ~~park and common areas~~, Maintained Facilities maintained by the HOAs, the corresponding Declaration pursuant to this Section shall provide for a plan of maintenance. In Development Area 4, there will be a landscape maintenance plan with reasonable sensitivities for fire prevention provided to the City Fire Department for review.

4.03 Release of Master Developer. Following Master Developer's creation of HOAs to maintain the Maintained Facilities, and approval of the maintenance plan with respect to each HOA, City will hold each HOA responsible for the maintenance of the Maintained Facilities in each particular development covered by each Declaration and Master Developer shall have no further liability in connection with the maintenance and operation of such particular Maintained Facilities. Notwithstanding the preceding sentence, Master Developer shall be responsible for the plants, trees, grass, irrigation systems, and any other botanicals or mechanical appurtenances related in any way to the Maintained Facilities pursuant to any and all express or implied warranties provided by Master Developer to the HOA under NRS Chapter 116.

4.04 City Maintenance Obligation Acknowledged. City acknowledges and agrees that all of the following will be maintained by City in good condition and repair at the City's sole cost and expense: (i) permanent flood control facilities meeting the criteria for public maintenance defined in Title 20 of the Code as identified in the Master Drainage Study or applicable Technical Drainage Studies and (ii) all City dedicated public streets (excluding any landscape within the right-of-way), associated curbs, gutters, City-owned traffic control devices, signage, and streetlights upon City-dedicated right-of-ways within the

Community and accepted by the City. City reserves the rights to modify existing sidewalks and the installation of sidewalk ramps and install or modify traffic control devices on common lots abutting public streets at the discretion of the Director of Public Works.

Master Developer will maintain all temporary detention basins or interim facilities identified in the Master Drainage Study or applicable Technical Drainage Studies. The City agrees to cooperate with the Master Developer and will diligently work with Master Developer to obtain acceptance of all permanent drainage facilities.

SECTION FIVE

PROJECT INFRASTRUCTURE IMPROVEMENTS

5.01. Conformance to Master Studies. Master Developer agrees to construct and dedicate to City or other governmental or quasi-governmental entity or appropriate utility company, all infrastructure to be publicly maintained that is necessary for the development of the Community as required by the Master Studies and this Agreement.

5.02 Sanitary Sewer.

(a) Design and Construction of Sanitary Sewer Facilities Shall Conform to the Master Sanitary Sewer Study. Master Developer shall design, using City's sewer planning criteria, and construct all sanitary sewer main facilities that are identified as Master Developer's responsibility in the Master Sanitary Sewer Study. Master Developer acknowledges and agrees that this obligation shall not be delegated or transferred to any other party.

(b) Off-Property Sewer Capacity. The Master Developer and the City ~~have analyzed~~will analyze the effect of the build out of the Community on Off-Property sewer pipelines. ~~Master Sanitary Sewer Study indicates that sufficient offsite capacity in the offsite sewer pipelines exists fro the development of the project contemplated herein.~~ Master Developer and the City agree that the analysis may need to be revised as exact development patterns in the Community become known. All future offsite sewer analysis for the Community will consider a pipe to be at full capacity if it reaches a d/D ratio of 0.90 or greater. The sizing of new On-Property and Off-Property sewer pipe will be based on peak dry-

weather flow d/D ratio of 0.50 for pipes between eight (8) and twelve (12) inches in diameter, and 0.60 for pipes larger than fifteen (15) inches in diameter.

(c) Updates. The Director of Public Works may require an update to the Master Sanitary Sewer Study as a condition of approval of the following land use applications: tentative map; Site Development Plan Review; or special use permit, but only if the applications propose land use, density, or entrances that substantially deviate from the approved Master Study or the development differs substantially in the opinion of the City from the assumptions of the approved Master Study.

5.03 Traffic Improvements.

(a) Legal Access. As a condition of approval to the Master Traffic Study and any updates thereto, Master Developer shall establish legal access to all public and private rights-of-way within the Community.

(b) Additional Right Turn Lane on Rampart Boulevard Northbound at Summerlin Parkway. At such time as City awards a bid for the construction of a second right turn lane on Rampart Boulevard northbound and the related Summerlin Parkway eastbound on-ramp, Master Developer will contribute twenty eight and three-tenths percent (28.3%) of the awarded bid amount, unless this percentage is amended in a future update to the Master Traffic Study ("Right Turn Lane Contribution"). The Right Turn Land Contribution is calculated based on a numerator of the number of AM peak trips from the Property, making a second right turn lane on Rampart Boulevard northbound and the related Summerlin Parkway eastbound on-ramp necessary, divided by a denominator of the total number of AM peak trips that changes the traffic count from a D level of service to an E level of service necessitating a second right turn lane on Rampart Boulevard northbound and the related Summerlin Parkway eastbound on-ramp. If the building permits for less than eight hundred (800) residential units have been issued, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the eight hundredth (800th) residential unit, on the Property at the time the City awards a bid for this second right turn lane, the Right Turn Lane Contribution may be deferred until the issuance of the building permit for the eight hundredth (800th) residential unit, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the eight hundredth (800th) residential unit, or a date mutually agreed upon by the Parties. If the City has not awarded a bid for the

construction of the second right turn lane by the issuance of the building permit for the sixteen hundred and ninety ninth (1699th) residential unit, a dollar amount based on the approved percentage in the updated Master Traffic Study shall be paid prior to the issuance of the seventeen hundredth (1,700th) residential unit, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the seventeen hundredth (1,700th) residential unit, based on the preliminary cost estimate. At the time the work is bid, if the bid amount is less than the preliminary cost estimate, Master Developer shall be refunded proportionately. At the time the work is bid, if the bid amount is more than the preliminary cost estimate, Master Developer shall contribute up to a maximum of ten percent (10%) more than the cost estimate already paid to the City.

(c) Dedication of Additional Lane on Rampart Boulevard.

(i) Prior to the issuance of the 1st building permit for a residential unit in Development Areas 1, 2 or 3, Master Developer shall dedicate a maximum of 16 feet of a right-of-way for an auxiliary lane with right-of-way in accordance with Standard Drawing ~~#204~~201.1 on Rampart Boulevard along the Property's Rampart Boulevard frontage which extends from Alta Drive south ~~through~~to the Property's southern boundary on Rampart Boulevard. City shall pursue funding for construction of this additional lane as part of a larger traffic capacity public improvement project, however no guarantee can be made as to when and if such a project occurs.

(ii) On the aforementioned dedicated right-of-way, from the Property's first Rampart Boulevard entry north two hundred fifty (250) feet, Master Developer will construct a right hand turn lane into the Property in conjunction with Development Area 1's site improvements.

(d) Traffic Signal Improvements.

(i) Master Developer shall comply with Ordinance 5644 (Bill 2003-94), as amended from time to time by the City. The Master Developer shall construct or re-construct any traffic signal that is identified in the Master Traffic Study as the Master Developer's responsibility and shall provide appropriate easements and/or additional rights-of-way, as necessary.

(ii) The Master Traffic Study proposes the installation of a new traffic signal located on Rampart Boulevard at the first driveway located south of Alta Drive to Development Area 1. The Master Traffic Study indicates that this proposed signalized driveway on Rampart Boulevard

operates at an acceptable level of service without a signal at this time. The installation of this proposed traffic signal is dependent on additional traffic improvements as described in Sections 5.03 (b) and (c), and therefore, is not approved by the City at this time. The City agrees to accept in the future an update to the Master Traffic Study to re-evaluate the proposed traffic signal. Any such updated Master Traffic Study shall be submitted six (6) months after the issuance of the last building permit for Development Area 1 and/or at such earlier or subsequent times as mutually agreed to by the City and Master Developer. If construction of a traffic signal is approved at Rampart Boulevard at this first driveway to Development Area 1, the Master Developer shall, concurrently with such traffic signal, construct that portion of the additional lane dedicated pursuant to Section 5.03(c)(i) to the extent determined by the updated Master Traffic Study, unless such construction has already been performed as part of a public improvement project.

(e) Updates. The Director of Public Works may require an update to the Master Traffic Study as a condition of approval of the following land use applications: tentative map; site development plan review; or special use permit, but only if the applications propose land use, density, or entrances that substantially deviate from the approved Master Study or the development differs substantially in the opinion of the City Traffic Engineer from the assumptions of the approved Master Traffic Study. Additional public right-of-way may be required to accommodate ~~such~~any changes.

(f) Development Phasing. See Development Phasing plan attached hereto as Exhibit "~~F~~D".

5.04 Flood Control.

(a) Prior to the issuance of any permits in portions of the Property which do not overlie the regional drainage facilities on the Property, Master Developer shall ~~increase~~maintain the existing ~~\$75,000~~125,000 flood maintenance bond for the existing public drainage ways on the Property ~~to~~at \$125,000. Prior to the issuance of any permits in portions of the Property which overlie the regional drainage facilities on the Property, Master Developer shall ~~have in place a~~increase this bond amount ~~of~~to \$250,000.

(b) Obligation to Construct Flood Control Facilities solely on Master Developer. Master Developer shall design and construct flood control facilities that are identified as Master

Developer's responsibility in the Master Drainage Study or applicable Technical Drainage Studies. Except as provided for herein, Master Developer acknowledges and agrees that this obligation shall not be delegated to or transferred to any other party.

(c) Other Governmental Approvals. The Clark County Regional Flood Control and any other state or federal agencies, as required, shall approve the Master Drainage Study prior to final approval from City.

(d) Updates. The Director of Public Works may require an update to the Master Drainage Study or Master Technical Study as a condition of approval of the following land use applications if deemed necessary: tentative map (residential or commercial); or site development plan review (multifamily or commercial); or parcel map ~~(except Parcel Map 64285)~~ if those applications are not in substantial conformance with the approved Master Land Use Plan or Master Drainage Study. The update must be approved prior to the approval of any construction drawings and the issuance of any final grading permits, excluding any grub and clear permits outside of FEMA designated flood areas and/or demolition permits. An update to the exhibit in the approved Master Drainage Study depicting proposed development phasing in accordance with the Development Agreement shall be submitted for approval by the Flood Control Section.

(e) Regional Flood Control Facility Construction by Master Developer. The Master Developer agrees to design and substantially complete the Clark County Regional Flood Control District facilities as defined in the Master Drainage Study pursuant to an amendment to the Regional Flood Control District 2008 Master Plan Update prior to the issuance of any permits for units located within the flood zone. Notwithstanding the above, building permit issuance is governed by section 3.01(f).

(f) Construction Phasing. Master Developer shall submit a phasing and sequencing plan for all drainage improvements within the Community as a part of the Master Drainage Study. The phasing plan and schedule must clearly identify drainage facilities (interim or permanent) necessary prior to permitting any downstream units for construction. Notwithstanding the above, building permit issuance is governed by section 3.01(f).

SECTION SIX

DEFAULT

6.01 Opportunity to Cure; Default. In the event of any noncompliance with any provision of this Agreement, the Party alleging such noncompliance shall deliver to the other by certified mail a ten (10) day notice of default and opportunity to cure. The time of notice shall be measured from the date of receipt of the certified mailing. The notice of noncompliance shall specify the nature of the alleged noncompliance and the manner in which it may be satisfactorily corrected, during which ten (10) day period the party alleged to be in noncompliance shall not be considered in default for the purposes of termination or institution of legal proceedings.

If the noncompliance cannot reasonably be cured within the ten (10) day cure period, the non-compliant Party may timely cure the noncompliance for purposes of this Section 46 if it commences the appropriate remedial action within the ten (10) day cure period and thereafter diligently prosecutes such action to completion within a period of time acceptable to the non-breaching Party. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period shall not be longer than ninety (90) days from the date the ten (10) day notice of noncompliance and opportunity to cure was mailed to the non-compliant Party.

If the noncompliance is corrected, then no default shall exist and the noticing Party shall take no further action. If the noncompliance is not corrected within the relevant cure period, the non-complaint Party is in default, and the Party alleging non-compliance may declare the breaching Party in default and elect any one or more of the following courses.

(a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged noncompliance, the Party alleging the default may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council.

(b) Amendment or Termination by City. Following consideration of the evidence presented before the City Council and a finding that a substantial default has occurred by Master Developer and remains uncorrected, City may amend or terminate this Agreement pursuant to NRS 278. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Master

Developer, as determined under the Applicable Rules, existing or received as of the date of the termination. Master Developer shall have twenty-five (25) days after receipt of written notice of termination to institute legal action pursuant to this Section to determine whether a default existed and whether City was entitled to terminate this Agreement.

(c) Termination by Master Developer. In the event City substantially defaults under this Agreement, Master Developer shall have the right to terminate this Agreement after the hearing set forth in this Section. Master Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations by pursuing an action pursuant to this Section 6.01(ac).

6.02. Unavoidable Delay; Extension of Time. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, national disasters, terrorist attacks, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, third-party lawsuits, or acts of God. If written notice of any such delay is given to one Party or the other within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the party in receipt of the notice within thirty (30) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between City and Master Developer.

6.03. Limitation on Monetary Damages. City and the Master Developer agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, City and Master Developer (or its permitted assigns) may pursue any course of action at law or in equity available for breach of contract, except that neither Party shall be liable to the other or to any other person for any monetary damages based upon a breach of this Agreement.

6.04. Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada or the United States District Court, District of Nevada. The parties agree to mediate any and all disputes prior to filing of an action in the Eighth Judicial District Court unless seeking specific performance or injunctive relief.

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

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

SECTION SEVEN

GENERAL PROVISIONS

7.01. Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the thirtieth (30) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that the Master Developer shall have the right to request extension of the Term of this Agreement for an additional five (5) years upon the following conditions:

(a) Master Developer provides written notice of such extension to City at least one hundred-eighty (180) days prior to the expiration of the original Term of this Agreement; and

(b) Master Developer is not then in default of this Agreement;

Upon such extension, Master Developer and City shall enter into an amendment to this Agreement memorializing the extension of the Term.

7.02. Assignment. The Parties acknowledge that the intent of this Agreement is that there is a Master Developer responsible for all of the obligations in this Agreement throughout the Term of this Agreement.

(a) At any time during the Term, Master Developer and its successors-in-interest shall have the right to sell, assign or transfer all of its rights, title and interests to this Agreement (a "Transfer") to any person or entity (a "Transferee"). Except in regard to Transfers to Pre-Approved

Transferees (which does not require any consent by the City as provided in Section 5.02(b) below), prior to consummating any Transfer, Master Developer shall obtain from the City written consent to the Transfer as provided for in this Agreement, which consent shall not be unreasonably withheld, delayed or conditioned. Master Developer's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City to consider and respond to Master Developer's request. Master Developer shall provide information to the City that Transferee, its employees, consultants and agents (collectively "Transferee Team") has: (i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Master Developer's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and the full execution of an Assignment and Assumption Agreement by City, Master Developer and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for all of the obligations in this Agreement and Master Developer shall be fully released from the obligations in this Agreement.

(b) Pre-Approved Transferees. Notwithstanding anything in this Agreement to the contrary, the following Transferees constitute "Pre-Approved Transferees," for which no City consent shall be required provided that such Pre-Approved Transferees shall assume in writing all obligations of the Master Developer hereunder by way of an Assignment and Assumption Agreement. The Assignment and Assumption Agreement shall be approved by the City Manager, whose approval shall not be unreasonably withheld, delayed or conditioned. The Assignment and Assumption Agreement shall be executed by the Master Developer and Pre-Approved Transferee and acknowledged by the City Manager. The Pre-Approved Transferee shall thenceforth be deemed to be the Master Developer and be responsible for all of the obligations in this Agreement and Master Developer shall be fully released from the obligations in this Agreement.

- 1) An entity owned or controlled by Master Developer or its Affiliates;

2) Any Investment Firm that does not plan to develop the Property. If Investment Firm desires to: (i) develop the Property, or (ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, the Investment Firm shall obtain from the City written consent to: (i) commence development, or (ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, which consent shall not be unreasonably withheld, delayed or conditioned. Investment Firm's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City Council to consider. Investment Firm shall provide information to the City that Investment Firm or Transferee and their employees, consultants and agents (collectively "Investment Firm Team" and "Transferee Team", respectively) that intends to develop the Property has: (i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Investment Firm's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and full execution of an Assignment and Assumption Agreement by City, Investment Firm and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for the all of the obligations in this Agreement.

(c) In Connection with Financing Transactions. Master Developer has full and sole discretion and authority to encumber the Property or portions thereof, or any improvements thereon, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement. [Should such transaction require parcel mapping, City shall process such maps.](#)

7.03. Sale or Other Transfer Not to Relieve the Master Developer of its Obligation. Except as expressly provided herein in this Agreement, no sale or other transfer of the Property or any subdivided development parcel shall relieve Master Developer of its obligations hereunder, and such assignment or

transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such purchaser shall be deemed to be the Master Developer hereunder. This Section shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

7.04 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, the Master Developer shall hold City, its officers, agents, employees, and representatives harmless from liability for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect development operations or activities of Master Developer, or those of its contractors, subcontractors, agents, employees, or other persons acting on Master Developer's behalf. Master Developer agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused by reason of Master Developer's activities in connection with the development of the Community other than any challenges to the validity of this Agreement or City's approval of related entitlements or City's issuance of permits on the Property. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agent, employees, or representatives. This section shall survive any termination of this Agreement.

7.05. Binding Effect of Agreement. Subject to this Agreement, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective assigns and successors-in-interest and the property which is the subject of this Agreement.

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

7.07 Counterparts. This Agreement may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect to any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery of a counterpart by facsimile or portable document format (pdf) through electronic mail transmission shall be

as binding an execution and delivery of this Agreement by such Party as if the Party had delivered an actual physical original of this Agreement with an ink signature from such Party. Any Party delivering by facsimile or electronic mail transmission shall promptly thereafter deliver an executed counterpart original hereof to the other Party.

7.08 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing. Delivery may be accomplished in person, by certified mail (postage prepaid return receipt requested), or via electronic mail transmission. Mail notices shall be addressed as follows:

To City:	City of Las Vegas 495 South Main Street Las Vegas, Nevada 89101 Attention: City Manager Attention: Director of the Department of Planning
To Master Developer:	180 LAND COMPANY CO LLC 1215 Fort Apache Road, Suite 120 Las Vegas, NV 89117
Copy to:	Chris Kaempfer Kaempfer Crowell 1980 Festival Plaza Drive, Suite 650 Las Vegas, Nevada 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 on the day of personal delivery or the date delivery of mail is first attempted.

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

7.10 Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of Master Developer or approved by the City Council, as the case may be.