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,

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 12

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Attorneys for 180 Land Co, LLC and Fore Stars Ltd.

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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 12** 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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/s/ Sandy Guerra
An Employee of the Law Offices of Kermitt L. Water

Exhibit 78

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: AUGUST 2, 2017

DEPARTMENT: PLANNING
DIRECTOR: ROBERT SUMMERFIELD, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
DIR-70539 - ABEYANCE ITEM - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on a request for a Development Agreement between 180 Land Co, LLC, et al. and the City of Las Vegas on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard (APNs 138-31-201-005; 138-31-601-008; 138-31-702-003 and 004; 138-31-801-002 and 003; 138-32-202-001; and 138-32-301-005 and 007), Ward 2 (Seroka) [PRJ-70542]. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**70**	**City Council Meeting**	**51**

RECOMMENDATION:
Staff recommends APPROVAL

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Justification Letter
5. The Two Fifty Design Guidelines, Development Standards and Permitted Uses
6. Development Agreement for The Two Fifty
7. Protest/Support Postcards
8. Backup Submitted from the June 21, 2017 City Council Meeting
9. Submitted at Meeting – Argument-Supporting Documentation by Doug Rankin, Frank Schreck, Michael Buckley, Ron Iversen and James Jimmerson and Letter from Las Vegas Valley Water District by Councilman Seroka
10. Combined Verbatim Transcript

Motion made by STEVEN G. SEROKA to Deny

Passed For: 4; Against: 3; Abstain: 0; Did Not Vote: 0; Excused: 0
BOB COFFIN, LOIS TARKANIAN, STAVROS S. ANTHONY, STEVEN G. SEROKA; (Against-MICHELE FIORE, RICKI Y. BARLOW, CAROLYN G. GOODMAN); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:
NOTE: A Combined Verbatim Transcript of an Excerpt of Item 8 and Items 53 and 31 is made a part of the Final Minutes under Item 53.

Appearance List:
CAROLYN G. GOODMAN, Mayor
GINA GREISEN, representing Nevada Voters for Animals
ERIKA GREISEN, representing Nevada Voters for Animals
RICKI Y. BARLOW, Councilman
BRAD JERBIC, City Attorney
ROBERT SUMMERFIELD, Acting Planning Director
CHRIS KAEMPFER, Attorney for the Applicant
STEPHANIE ALLEN, Attorney for the Applicant
UNIDENTIFIED MALE SPEAKER
LOIS TARKANIAN, Councilwoman
STEVEN G. SEROKA, Councilman
MICHELE FIORE, Councilwoman
BOB COFFIN, Councilman
DOUG RANKIN, representing some homeowners
PETER LOWENSTEIN, Planning Section Manager
GEORGE GARCIA, Henderson, Nevada
FRANK SCHRECK, Queensridge resident
TODD BICE, Attorney, Pisanelli Bice Law Firm
DINO REYNOSA, representing Steven Maksin of Moonbeam Capital Investments
MICHAEL BUCKLEY, 300 South 4th Street
SHAUNA HUGHES, representing Queensridge Homeowners Association
BART ANDERSON, Engineering Project Manager
FRANK PANKRATZ, Queensridge resident
RAYMOND FLETCHER, Las Vegas resident
TOM PERRIGO, Executive Director of Community Development
RICK KOST, Queensridge resident
RON IVERSEN, Queensridge resident
GORDON CULP, Queensridge resident
ANNE SMITH, Queensridge resident
ELISE CANONICO, Vice President of the Queensridge Board on behalf of Tudor Park residents
BOB PECCOLE, Queensridge resident
ROBERT EGLET, Queensridge property owner
ALICE COBB, President of the Board for One Queensridge Place Homeowners Association
EVA THOMAS, Queensridge resident
DEBRA KANER, Queensridge resident
TERRY HOLDEN, Queensridge resident
LARRY SADOFF, Queensridge resident
DALE ROESENER, Queensridge resident
GEORGE WEST, Queensridge resident
ROBERT LEPIERE, Queensridge resident
TODD KOREN, Queensridge resident
STEVE CARIA, Queensridge resident
JAMES JIMMERSON, Queensridge resident

LOUISE FRANCOEUR, Queensridge resident
STACEY L. CAMPBELL, Acting City Clerk

Exhibit 79

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: DIR-70539 APN: 138-31-201-005; 138-31-601-008
138-31-702-003; 138-31-702-004; 138-31-801-002

Name of Property Owner: 180 Land Co LLC

Name of Applicant: 180 Land Co LLC

Name of Representative: Frank Pankratz

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Frank Pankratz, Manager of EHB Companies LLC
the Manager of 180 Land Co LLC

Subscribed and sworn before me

This 22 day of May, 2017

Jennifer Knighton
Notary Public in and for said County and State

JENNIFER KNIGHTON
Notary Public, State of Nevada
Appointment No. 14-15063-1
My Appt. Expires Sep 11, 2018

PRJ-70542
05/24/17

Revised 03/28/16

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: DIR-70539 APN: 138-31-801-003; 138-32-301-007
138-32-301-005

Name of Property Owner: Seventy Acres LLC

Name of Applicant: Seventy Acres LLC

Name of Representative: Frank Pankratz

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Frank Pankratz, Manager of EHB Companies LLC
the Manager of Seventy Acres LLC

Subscribed and sworn before me

This 22 day of May, 2017

Jennifer Knighton
Notary Public in and for said County and State

JENNIFER KNIGHTON
Notary Public, State of Nevada
Appointment No. 14-15063-1
My Appt. Expires Sep 11, 2018

PRJ-70542
05/24/17

Revised 03/28/16

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: DIR-70539 APN: 138-32-202-001

Name of Property Owner: Fore Stars, Ltd.

Name of Applicant: Fore Stars, Ltd.

Name of Representative: Frank Pankratz

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Frank Pankratz, Manager of EHB Companies LLC
the Manager of Fore Stars, Ltd.

Subscribed and sworn before me

This 22 day of May, 2017

Jennifer Knighton
Notary Public in and for said County and State

JENNIFER KNIGHTON
Notary Public, State of Nevada
Appointment No. 14-15063-1
My Appt. Expires Sep 11, 2018

PRJ-70542
05/24/17

Revised 03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement

Project Address (Location) S.Rampart Blvd. / W.Charleston Blvd. / Hualapai Way / Alta Dr.

Project Name The Two Fifty **Proposed Use**

Assessor's Parcel #(s) See parcel numbers listed below* **Ward #** 2

General Plan: existing PROS proposed **Zoning:** existing R-PD7 proposed

Commercial Square Footage **Floor Area Ratio**

Gross Acres 178.27 **Lots/Units** 5 **Density**

Additional Information * 138-31-201-005; 138-31-601-008; 138-31-702-003; 138-31-702-004; 138-31-801-002

PROPERTY OWNER 180 Land Co LLC **Contact** Frank Pankratz

Address 1215 South Fort Apache Rd., Suite #120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** Nevada **Zip** 89117

E-mail Address Frank@ehbcompanies.com

APPLICANT 180 Land Co LLC **Contact** Frank Pankratz

Address 1215 South Fort Apache Rd., Suite #120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** Nevada **Zip** 89117

E-mail Address Frank@ehbcompanies.com

REPRESENTATIVE GCW, Inc. **Contact** Cindie Gee

Address 1555 South Rainbow Blvd. **Phone:** (702) 804-2107 **Fax:** (702) 804-2299

City Las Vegas **State** Nevada **Zip** 89146

E-mail Address cgee@gcwengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Frank Pankratz, Mgr of EHB Companies LLC, the Mgr of 180 Land Co LLC

Subscribed and sworn before me

This 22 day of May, 20 17.

Jennifer Knighton

Notary Public in and for said County and State

JENNIFER KNIGHTON
Notary Public, State of Nevada
Appointment No. 14-15063-1
My Appt. Expires Sep 11, 2018

FOR DEPARTMENT USE ONLY

Case #	DIR-70539
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

DRJ-70512 05/24/17

Revised 03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement

Project Address (Location) S.Rampart Blvd. / W.Charleston Blvd. / Hualapai Way / Alta Dr.

Project Name The Two Fifty **Proposed Use**

Assessor's Parcel #(s) 138-31-801-003; 138-32-301-007 **Ward #** 2

General Plan: existing PROS proposed **Zoning:** existing R-PD7 proposed

Commercial Square Footage **Floor Area Ratio**

Gross Acres 53.03 **Lots/Units** 2 **Density**

Additional Information

PROPERTY OWNER Seventy Acres LLC **Contact** Frank Pankratz

Address 1215 South Fort Apache Rd., Suite #120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** Nevada **Zip** 89117

E-mail Address Frank@ehbcompanies.com

APPLICANT Seventy Acres LLC **Contact** Frank Pankratz

Address 1215 South Fort Apache Rd., Suite #120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** Nevada **Zip** 89117

E-mail Address Frank@ehbcompanies.com

REPRESENTATIVE GCW, Inc. **Contact** Cindie Gee

Address 1555 South Rainbow Blvd. **Phone:** (702) 804-2107 **Fax:** (702) 804-2299

City Las Vegas **State** Nevada **Zip** 89146

E-mail Address cgee@gcwengineering.com

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Notary Public in and for said County and State

JENNIFER KNIGHTON
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PRJ-70542 05/24/17

Revised 03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement

Project Address (Location) S.Rampart Blvd. / W.Charleston Blvd. / Hualapai Way / Alta Dr.

Project Name The Two Fifty **Proposed Use**

Assessor's Parcel #(s) 138-32-301-005 **Ward #** 2

General Plan: existing M proposed **Zoning:** existing R-3 proposed

Commercial Square Footage **Floor Area Ratio**

Gross Acres 17.49 **Lots/Units** 1 **Density**

Additional Information This respective General Plan, Zoning and SDR for this parcel was approved at City Council on 2-15-17 by GPA-62387; ZON-62392 & SDR-62393.

PROPERTY OWNER Seventy Acres LLC **Contact** Frank Pankratz

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PRJ-70542
05/24/17

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Revised 03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement

Project Address (Location) S.Rampart Blvd. / W.Charleston Blvd. / Hualapai Way / Alta Dr.

Project Name The Two Fifty **Proposed Use**

Assessor's Parcel #(s) 138-32-202-001 **Ward #** 2

General Plan: existing PROS proposed **Zoning:** existing R-PD7 proposed

Commercial Square Footage **Floor Area Ratio**

Gross Acres 2.13 **Lots/Units** 1 **Density**

Additional Information

PROPERTY OWNER Fore Stars, Ltd. **Contact** Frank Pankratz

Address 1215 South Fort Apache Rd., Suite #120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** Nevada **Zip** 89117

E-mail Address Frank@ehbcompanies.com

APPLICANT Fore Stars, Ltd. **Contact** Frank Pankratz

Address 1215 South Fort Apache Rd., Suite #120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

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Print Name Frank Pankratz, Mgr of EHB Companies LLC, the Mgr of Fore Stars, Ltd

Subscribed and sworn before me

This 22 day of May, 20 17.

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Notary Public in and for said County and State

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PRJ-70542 05/24/17

Revised 03/28/16

002687

RA 02476

EXHIBIT A

LOTS 1, 2, 3 AND 4 AS SHOWN IN FILE 121, PAGE 100 OF PARCEL MAPS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE LYING WITHIN THE EAST HALF (E ½) OF SECTION 31 AND THE WEST HALF (W ½) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

Assessor's Parcel Numbers: 138-31-201-005; 138-31-601-008; 138-31-702-003; 138-31-702-004

LOT 1 AS SHOWN IN FILE 120, PAGE 91 OF PARCEL MAPS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE LYING WITHIN THE EAST HALF (E ½) OF SECTION 31 AND THE WEST HALF (W ½) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

Assessor's Parcel Numbers: 138-32-301-005

LOTS 1 AND 4 AS SHOWN IN FILE 120, PAGE 49 OF PARCEL MAPS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE LYING WITHIN THE EAST HALF (E ½) OF SECTION 31 AND THE WEST HALF (W ½) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

Assessor's Parcel Numbers: 138-32-202-001; 138-31-801-002

LOTS 1 AND 2 AS SHOWN IN FILE 121, PAGE 12 OF PARCEL MAPS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE LYING WITHIN THE EAST HALF (E ½) OF SECTION 31 AND THE WEST HALF (W ½) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

Assessor's Parcel Numbers: 138-32-301-007; 138-31-801-003

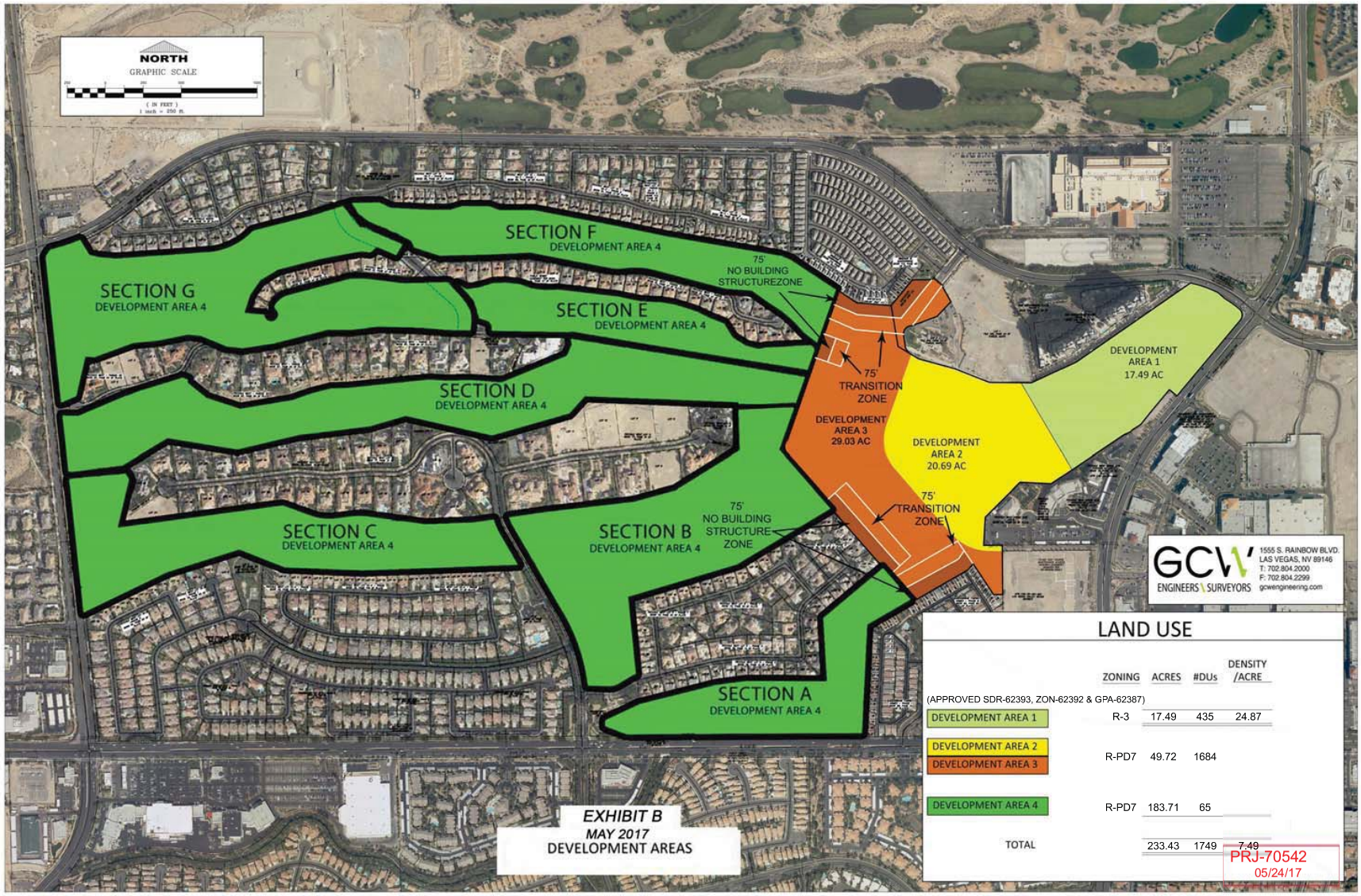
CONTAINING 250.92 ACRES, MORE OR LESS.

END OF DESCRIPTION.

PRJ-70542
05/24/17

DIR-70539

MASTER LAND USE PLAN WITH DEVELOPMENT AREAS AND DEVELOPMENT AREA 4'S SECTIONS A THROUGH G



GCW ENGINEERS \ SURVEYORS
1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcwengineering.com

LAND USE

	ZONING	ACRES	#DUs	DENSITY /ACRE
(APPROVED SDR-62393, ZON-62392 & GPA-62387)				
DEVELOPMENT AREA 1	R-3	17.49	435	24.87
DEVELOPMENT AREA 2	R-PD7	49.72	1684	
DEVELOPMENT AREA 3				
DEVELOPMENT AREA 4	R-PD7	183.71	65	
TOTAL		233.43	1749	7.49

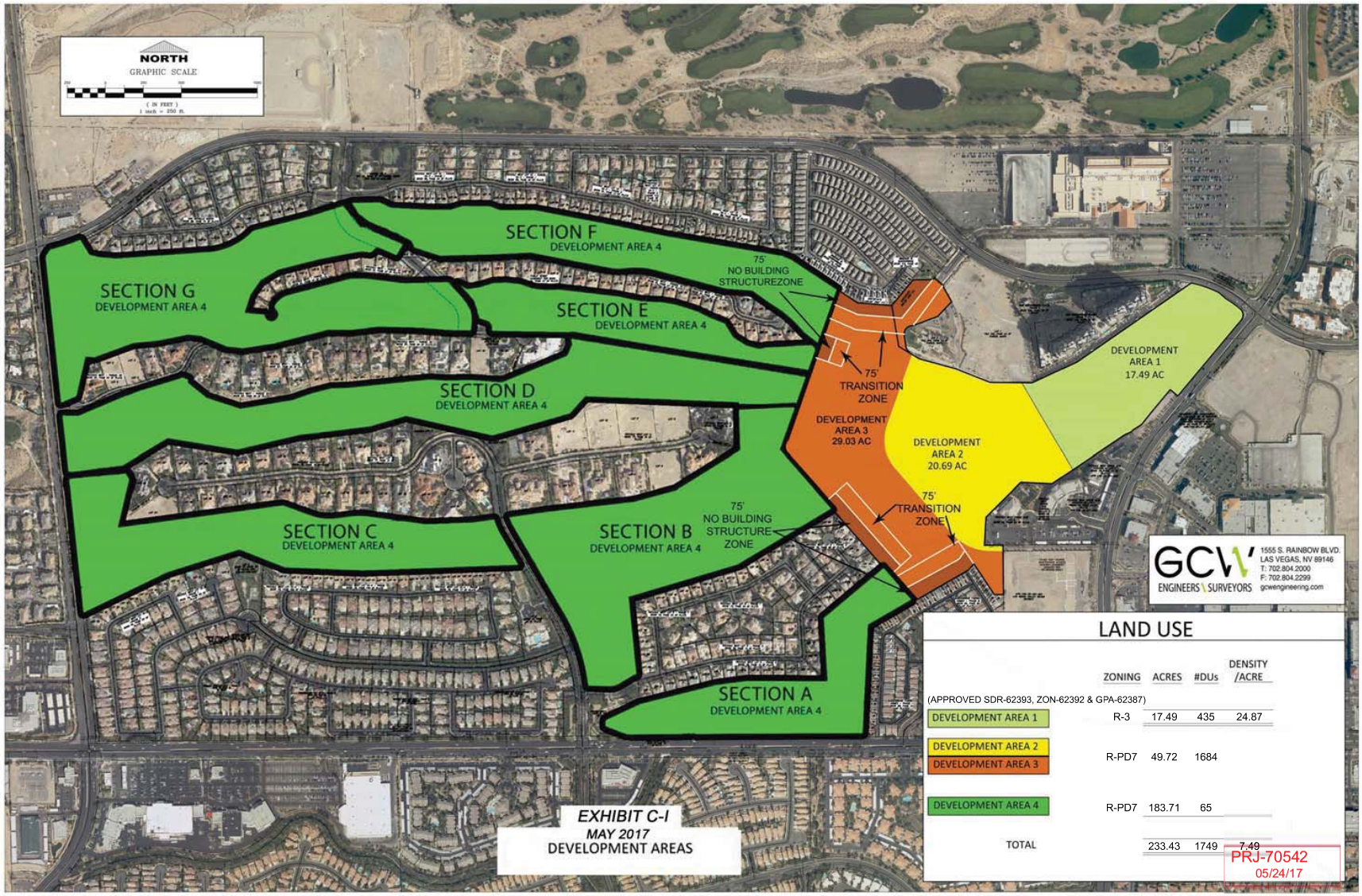
PRJ-70542
05/24/17

THE BOX CULVERTS AND/OR OPEN CHANNELS WILL BE LOCATED IN DEVELOPMENT AREA SECTIONS A & D

002689
RA 02478

DIR-70539

MASTER LAND USE PLAN WITH DEVELOPMENT AREAS AND DEVELOPMENT AREA 4'S SECTIONS A THROUGH G



THE BOX CULVERTS AND/OR OPEN CHANNELS WILL BE LOCATED IN DEVELOPMENT AREA SECTIONS A & D

002690
RA 02479

DIR-70539

DESIGN GUIDELINES, DEVELOPMENT STANDARDS AND PERMITTED USES

EXHIBIT C-II

These Development Standards/Uses apply to the Property only. Any matter not specifically addressed in these Design Guidelines, Development Standards and Uses shall be governed by the Development Agreement. If that matter is not addressed in the Development Agreement, then Title 19 of the Las Vegas Municipal Code shall apply. Except as otherwise stated herein, all uses listed shall be subject to LVMC Title 19 definitions, conditional use regulations, minimum special use permit requirements and onsite parking requirements as of the Effective Date of the Two Fifty Development Agreement." All references to lot sizes is gross acres.

	SINGLE FAMILY		MULTI FAMILY		
	Development Area 4		Development Area 1	Development Area 2	Development Area 3
Description	**Custom Lots**	**Estate Lots**	**Multi-Family**	**Multi-Family**	**Multi-Family**
Building Placement - Primary Structure					
Minimum Lot Size	1/2 acre (gross)	2 acre (gross)	n/a	n/a	n/a
Minimum Lot Width	100'	100'	n/a	n/a	n/a
Density (Dwelling Units Per Acre)	combined Development Areas 2, 3 & 4 will be ≤ to 7.49 units per acre	combined Development Areas 2, 3 & 4 will be ≤ to 7.49 units per acre	24.87	combined Development Areas 2, 3 & 4 will be ≤ to 7.49 units per acre	combined Development Areas 2, 3 & 4 will be ≤ to 7.49 units per acre
Lot Coverage:	As determined by lot setbacks. No lot coverage minimum is required.	See Maximum Buildable Area below	No limitations or restrictions	No limitations or restrictions	No limitations or restrictions
Maximum Buildable Area(s) - all references to lot sizes is gross acres:		The Buildable Area(s) within a lot will be approved by Master Developer. %'s represent the portion of a lot which can be designated as Buildable Area(s) to include all Structures, except those Structures which are related to pools, ponds and landscaping, as long as the Structures are not less than 40' from an adjacent lot property line. Multiple Building Areas are allowed on the Estate Lots.			
2 acre lot to < 2.25 acre lot	n/a	45%	n/a	n/a	n/a
2.25 acre lot to < 5 acre lot	n/a	40%	n/a	n/a	n/a
≥ 5 acre lot	n/a	33%	n/a	n/a	n/a
Further subdivision of lots	n/a	With Master Developer's prior written approval, lots 4 acres or greater can be divided into 2 acre or greater lots so long as there are no more than 65 lots.	n/a	n/a	n/a
Setbacks - Buildable Area(s):		There are no internal setbacks from a Building Area's perimeters.			
Setbacks (Building Setbacks from Property Line to Buildable Area):					
Minimum Front Yard Setback	n/a	0'	n/a	n/a	n/a
Minimum Side Yard Setback	n/a	0'	n/a	n/a	n/a
Minimum Corner Yard Setback	n/a	0'	n/a	n/a	n/a
Minimum Rear Yard Setback	n/a	0'	n/a	n/a	n/a
Setbacks (Building Setbacks from Property Line to Structure excluding podium):					
Minimum Front Yard Setback	50' (public street)/ 30' (private street or access easement)	n/a	10'	10'	10'
Minimum Side Yard Setback	7.5'	n/a	5'	5'	5'
Minimum Corner Yard Setback	15'	n/a	5'	5'	5'
Minimum Rear Yard Setback	30'	n/a	10'	10'	10'
Setbacks from property line shared with existing development outside the Property:					
Minimum Setback from a property line shared with a existing Single Family (R-PD7 or lesser density) located outside the Property to the Buildable Area	n/a	50' (for lots 2 to 2.25 acres the Minimum Setback shall be 45')	n/a	n/a	n/a
Minimum Setback from a property line shared with a existing residential (greater than R-PD7 density) located outside the Property to the Buildable Area	n/a	50'	n/a	n/a	n/a
Minimum Setback from a property line shared with a existing commercial/professional located outside the Property to the Buildable Area	n/a	10'	n/a	n/a	n/a

DESIGN GUIDELINES, DEVELOPMENT STANDARDS AND PERMITTED USES

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	SINGLE FAMILY		MULTI FAMILY		
	Development Area 4		Development Area 1	Development Area 2	Development Area 3
Description	**Custom Lots**	**Estate Lots**	**Multi-Family**	**Multi-Family**	**Multi-Family**
Minimum Setback from a property line shared with a existing or zoned commercial/professional/multi-family/PD located outside the Property to the Structure on the Property	n/a	n/a	10'	10'	n/a
Minimum Setback from any property line shared with an existing Single Family located outside the Property there will be a "No Building Structures Zone" as stated in Section 3.01) h) of the DA	n/a	n/a	n/a	n/a	75'
Contiguous to the aforementioned "No Building Structures Zone" there will be a "Transition Zone" as stated in Section 3.01) h) of the DA	n/a	n/a	n/a	n/a	75'
Minimum Distance between Buildings	n/a	n/a	No limitations or restrictions	No limitations or restrictions	No limitations or restrictions
Residential Adjacency Standards	n/a	n/a	Compliance with Code	Compliance with Code	Compliance with Code
Accessory Structures					
	All accessory Structures (including porte cocheres and garages) can be stand alone or attached, and each accessory Structure may have separate kitchen facilities. Multiple accessory Structures on the same Buildable Area are permitted.	All accessory Structures (including porte cocheres and garages) can be stand alone or attached, and each accessory Structure may have separate kitchen facilities. Multiple accessory Structures on the same Buildable Area are permitted.			
Separation from Main Building	6'	none required	6'	6'	6'
Minimum Corner Side Yard Setback	5'	n/a	5'	5'	5'
Minimum Rear Yard Setback	5'	n/a	3'	3'	3'
Minimum Side Yard Setback	5'	n/a	3'	3'	3'
Size and Coverage	n/a	n/a	No limitations or restrictions	No limitations or restrictions	No limitations or restrictions
Building Height					
Stories/Floors	3 maximum (not including basement)	3 maximum (not including basement)	4 - subject to height restrictions	4 to 6 and 2 towers up to 15 - subject to height restrictions	4 - subject to height restrictions
Building Height	46' (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridgeline of a gable or hip roof).	50' (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridgeline of a gable or hip roof).	55' Max. for 4 story structures; (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridgeline of a gable or hip roof).	55' Max. for 4 story structures; 75' Max. for 6 story structures and 150' Max. for tower structures. Building Heights shall be measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridgeline of a gable or hip roof.	55' Max. for 4 story structures; (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridgeline of a gable or hip roof). . For Building Heights in the Transition Zone reference Section 3.01 (h) in the Development Agreement.
Accessory Structures	Lesser of 3 stories or 30'	Lesser of 3 stories or 50'	No higher than height of the principal dwelling unit	No higher than height of the principal dwelling unit	No higher than height of the principal dwelling unit

DESIGN GUIDELINES, DEVELOPMENT STANDARDS AND PERMITTED USES

EXHIBIT C-II

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	SINGLE FAMILY		MULTI FAMILY		
	Development Area 4		Development Area 1	Development Area 2	Development Area 3
Description	**Custom Lots**	**Estate Lots**	**Multi-Family**	**Multi-Family**	**Multi-Family**
Landscape Buffers & Turf Limitations (except no limitations for artificial turf)					
Landscape Buffer - Minimum Zone Depths	6' (combined) of landscaping within and/or adjacent to public ROW	6' (combined) of landscaping within and/or adjacent to public ROW	10' (combined) of landscaping within and/or adjacent to public ROW	10' (combined) of landscaping within and/or adjacent to public ROW	10' (combined) of landscaping within and/or adjacent to public ROW
Landscape Buffer - adjacent to interior lot lines	0' for Interior Lot Lines	0' for Interior Lot Lines	0' for Interior Lot Lines	0' for Interior Lot Lines	0' for Interior Lot Lines
Front Yard Area-turf coverage	No limitation (if any landscape area uses domestic water the City Code and related restrictions will apply).	No limitation (if any landscape area uses domestic water the City Code and related restrictions will apply).	No limitation	No limitation	No limitation
Front Yard Wall/Fence	No limitations or restrictions apply to Front Yard Wall/Fence, except the maximum height of primary wall is 12 feet, with a maximum solid wall base height of 8 feet.	No limitations or restrictions apply to Front Yard Wall/Fence, except the maximum height of primary wall is 12 feet, with a maximum solid wall base height of 8 feet.	No limitations or restrictions shall apply to Fences and Walls except for twelve (12) foot limitation on hard mapped property lines.	No limitations or restrictions shall apply to Fences and Walls except for twelve (12) foot limitation on hard mapped property lines.	No limitations or restrictions shall apply to Fences and Walls except for twelve (12) foot limitation on property lines.
Perimeter and Retaining Walls	No limitations or restrictions shall apply to Perimeter and Retaining Walls, except the maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls, except the maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls, except the maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls, except the maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls, except the maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.
Perimeter and Retaining Walls - Standard Step Back	No limitations or restrictions shall apply to Perimeter and Retaining Walls Standard Step back.	No limitations or restrictions shall apply to Perimeter and Retaining Walls Standard Step back.	No limitations or restrictions shall apply to Perimeter and Retaining Walls Standard Step back.	No limitations or restrictions shall apply to Perimeter and Retaining Walls Standard Step back.	No limitations or restrictions shall apply to Perimeter and Retaining Walls Standard Step back.
Parking	Minimum On-site Parking Requirement - Single Family Residential: 2 spaces per dwelling unit	Minimum On-site Parking Requirement - Single Family Residential: 2 spaces per dwelling unit	Minimum On-Site Parking Requirement—Multifamily Residential: 1.25 spaces per studio or one bedroom unit; 1.75 spaces per two bedroom unit; 2.0 spaces per three or more bedroom unit, plus one guest parking space per six units. No other limitations or restrictions apply.	Minimum On-Site Parking Requirement—Multifamily Residential: 1.25 spaces per studio or one bedroom unit; 1.75 spaces per two bedroom unit; 2.0 spaces per three or more bedroom unit, plus one guest parking space per six units. No other limitations or restrictions apply.	Minimum On-Site Parking Requirement—Multifamily Residential: 1.25 spaces per studio or one bedroom unit; 1.75 spaces per two bedroom unit; 2.0 spaces per three or more bedroom unit, plus one guest parking space per six units. No other limitations or restrictions apply.
Signage	Per Las Vegas Zoning Code 19.08.120 - Development Entry Statement Signs and Permitted Signs in the R-1 Zoning District.	Per Las Vegas Zoning Code 19.08.120 - Development Entry Statement Signs and Permitted Signs in the R-1 Zoning District.	Per Las Vegas Zoning Code 19.08.120 - Development Entry Statement Signs and Permitted Signs in the R-3 Zoning District.	Per Las Vegas Zoning Code 19.08.120 - Development Entry Statement Signs and Permitted Signs in the R-3 & C-1 Zoning Districts.	Per Las Vegas Zoning Code 19.08.120 - Development Entry Statement Signs and Permitted Signs in the R-3 & C-1 Zoning Districts.

PRJ-70542
05/24/17

DIR-70539

DESIGN GUIDELINES, DEVELOPMENT STANDARDS AND PERMITTED USES

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	SINGLE FAMILY		MULTI FAMILY		
	Development Area 4		Development Area 1	Development Area 2	Development Area 3
Description	**Custom Lots**	**Estate Lots**	**Multi-Family**	**Multi-Family**	**Multi-Family**
PERMITTED USE TABLE					
Accessory Structure (Class I)	P	P			
Accessory Structure (Class II)	P	P	P	P	P
Ancillary Commercial Uses - up to 15,000sf				P	P
Alcohol Related Uses (within Ancillary Commercial Uses)				S	S
Assisted Living Apartments				P	P
Beer/Wine/Cooler On-sale Establishment				P	P
Community Center (private)	C	C	A	A	A
Convalescent Care Facility/Nursing Home				P	P
Guard Gate Entry Structure	P	P	P	P	P
Hotel (boutique, non-gaming)				P	P
Landscape Maintenance Facility	P	P	P	P	P
Lounge Bar (for Boutique Hotel)				P	P
Mixed Use			P	P	P
Mounted Antenna	S	S	S	S	S
Multi Family Residential			P	P	P
Private Street	C	C	C	C	C
Restaurant with Alcohol				S	S
Restaurant with Alcohol (for Boutique Hotel)				P	P
Restaurant with Service Bar				P	P
Satellite Dish	C	C	C	C	C
Single Family, Detached	P	P	P	P	P
Solar Panel	C	C	C	C	C
Temporary Contractor's Construction Yard	T	T	T	T	T
Temporary Rock Crushing Operation - As approved by DAQ	T	T	T	T	T
Temporary Stockpiling Operation	T	T	T	T	T
Temporary Outdoor Commercial Event	T	T			
Temporary Real Estate Sale Office	C	C	C	C	C
Water Feature	P	P	P	P	P
Wireless Communication Facility (Non-Stealth Design)	S (doesn't qualify for C)	S (doesn't qualify for C)	S (doesn't qualify for C)	S (doesn't qualify for C)	S (doesn't qualify for C)
Wireless Communication Facility (Non-Stealth Design)	C	C	C	C	C
Wireless Communication Facility (Stealth Design)	C	C	C	C	C
Any Other Uses (not listed herein) as per Title 19	as allowed per R-E zoning	as allowed per R-E zoning	as allowed per R-3 zoning	-	-
Land Use Table:					
S - Special Use Permit; C - Conditional; P - Permitted					
A - Accessory; T - Temporary Commercial Permit					

Ancillary Commercial Uses (not to exceed 15,000sf in total) - Shall be similar to, but not limited to, general retail uses and restaurant uses (café, sandwich shops, etc.). The number and size of ancillary commercial uses shall be evaluated at the time of submittal for a Site Development Review.

Alcohol Related Uses - Beer/wine/cooler on sale use, or restaurant with alcohol, restaurant with service bar and lounge bar as defined by the UDC.

Guard Gate Entry Structure – A structure located over or near ways of ingress and egress designed to identify an entrance or exit point for pedestrian and vehicular access. Includes, but is not limited to, guard houses, guard posts, columns, pilasters or other elements, whether free standing or part of a wall or fence and associated gate.

Landscape Maintenance Facility – A facility used to store and maintain supplies and equipment to support the maintenance of landscaped areas in keeping them in a healthy, clean, safe and attractive condition. Includes equipment maintenance, repair, storage and refueling through storage tanks.

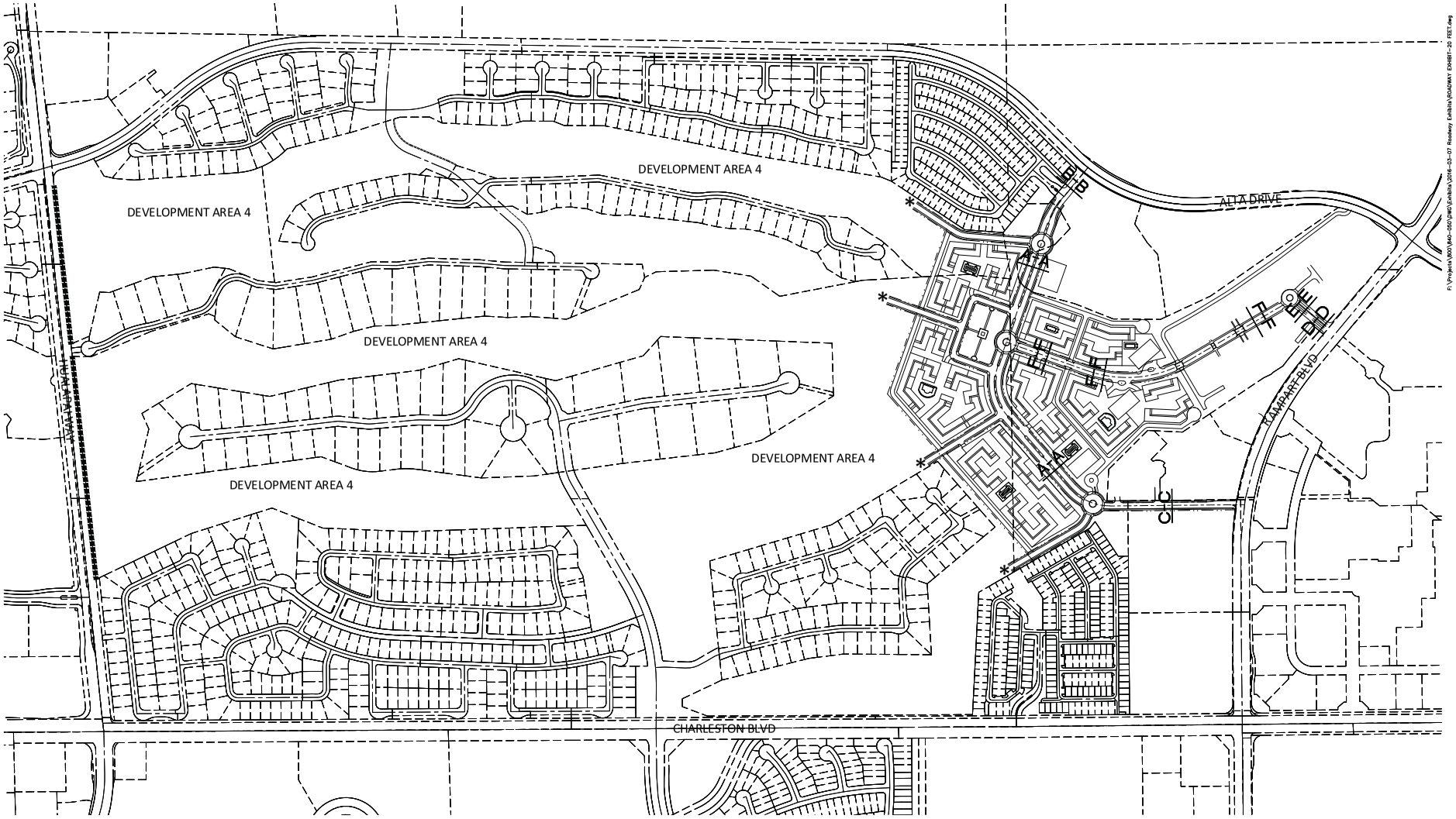
Rock Crushing – Crushing of construction rock, caliche and soil with use of powered crushers after obtaining the appropriate Operating Permit from Clark County Department of Air Quality and complying with permit conditions.

Temporary Stockpiling- The placement of fill material with the intent to remove, transport or place (by any manner or mechanism) at a later time in the process of grading (excavating, filling, clearing or re-contouring of the ground surface).

Water Feature - 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 ground water or effluent privately owned.

PRJ-70542
05/24/17

DIR-70539



LEGEND

PRIVATE GATE ACCESS POINTS ANYWHERE ALONG THESE AREAS - GATE HOUSES WILL BE INCORPORATED INTO THE STREET SECTIONS AT ACCESS POINTS

* APPROXIMATE PRIVATE GATE ACCESS POINTS - GATE HOUSES WILL BE INCORPORATED INTO THE STREET SECTIONS AT ACCESS POINTS

NORTH

GCW ENGINEERS \ SURVEYORS
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LAS VEGAS, NV 89146
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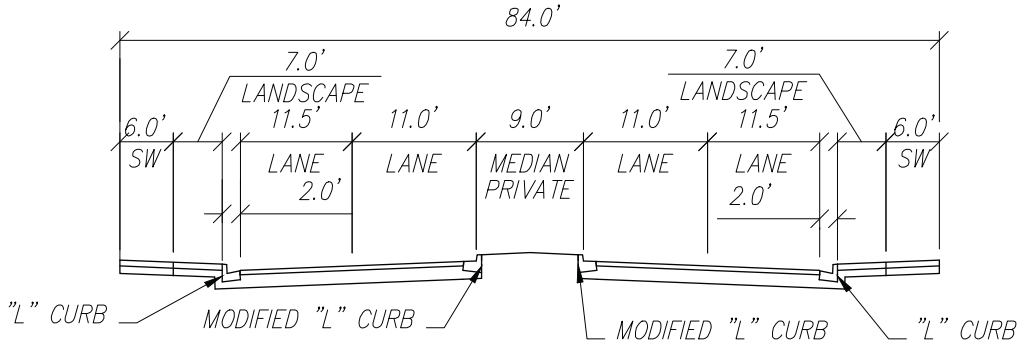
gcwengineering.com

EXHIBIT C-III
4/18/2016
ROADWAY EXHIBIT PRJ-70542 05/24/17
PAGE 1 OF 6

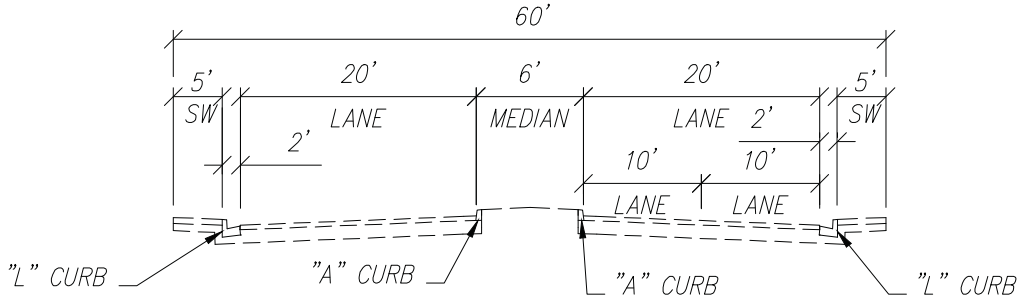
002695
RA 02484

DIR-70539



SECTION A–A: THE TWO FIFTY DRIVE EXTENSION

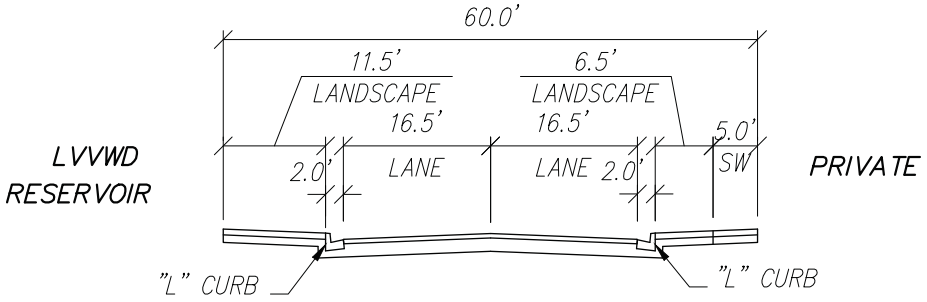
NO SCALE



SECTION B–B: EXISTING ALTA CONNECTOR (NORTH ENTRANCE)–EXISTING PRIVATE ROADWAY* (DEVELOPMENT AREA 1 AND 2)

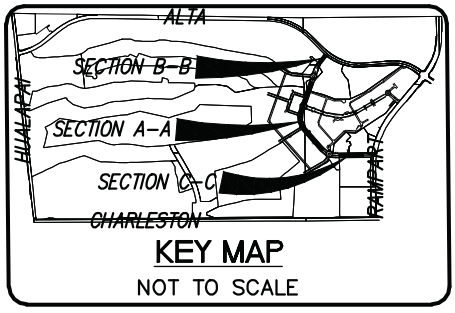
NO SCALE

*NORTH ENTRANCE MAY BE OFFERED FOR PUBLIC DEDICATION IN THE FUTURE



SECTION C–C: ALTA/RAMPART CONNECTOR (EAST ENTRANCE) (DEVELOPMENT AREA 1 AND 2)

NO SCALE



KEY MAP

NOT TO SCALE

EXHIBIT C-III

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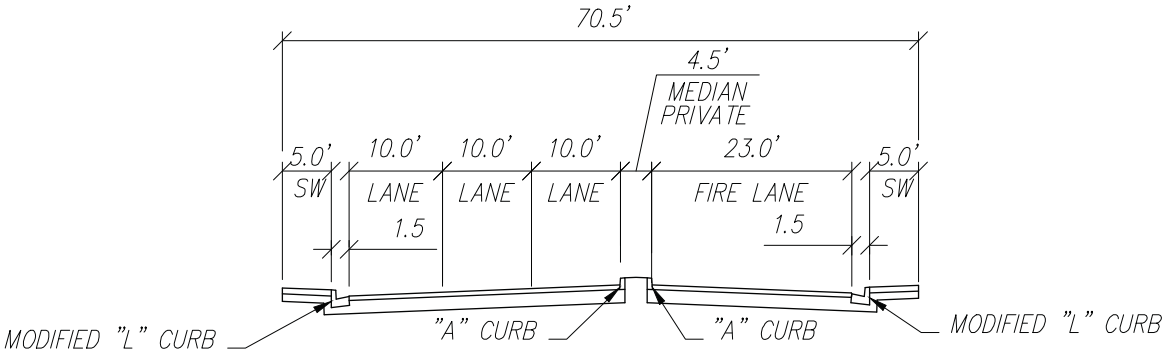
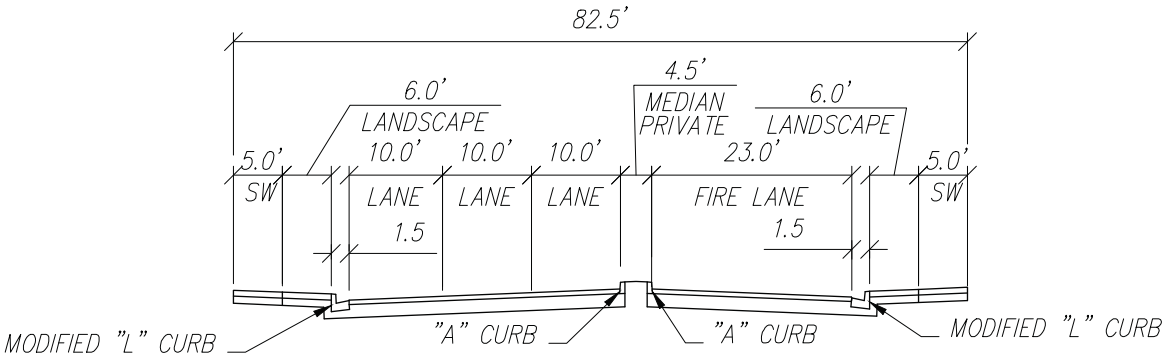
gcwengineering.com



SECTION D–D: RAMPART ENTRANCE
NO SCALE



SECTION E–E: RAMPART ENTRANCE
NO SCALE

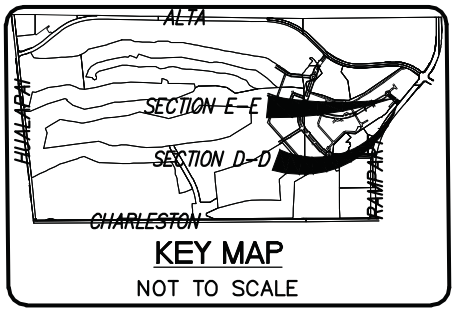


EXHIBIT C-III

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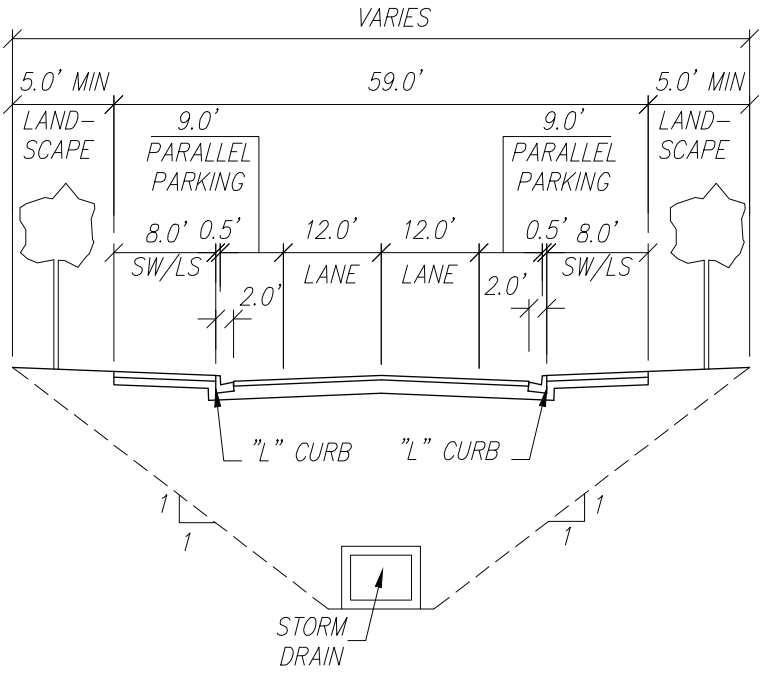
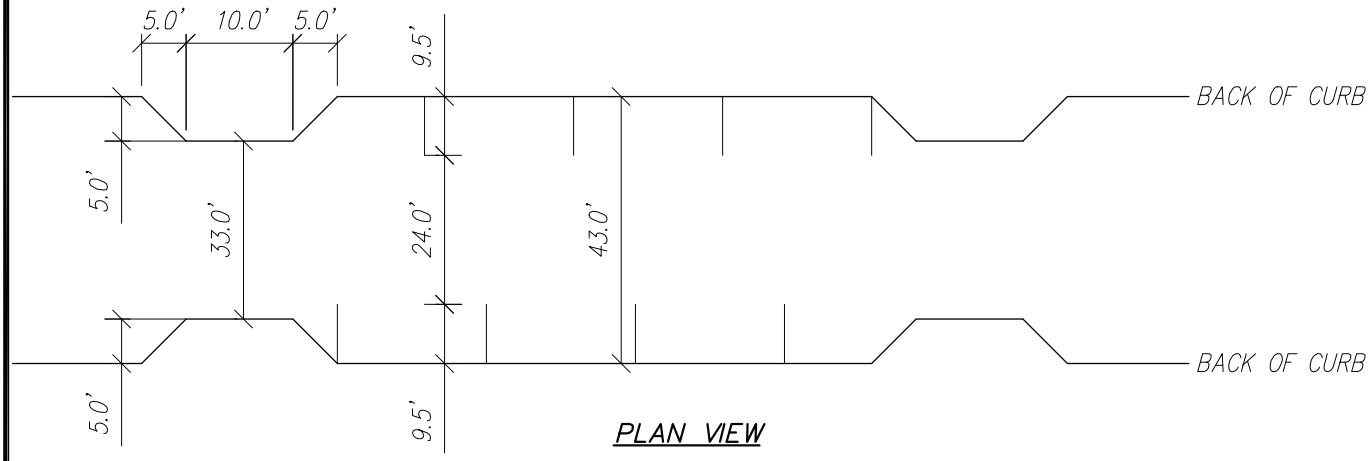


SECTION F–F: INTERIOR CONNECTOR*

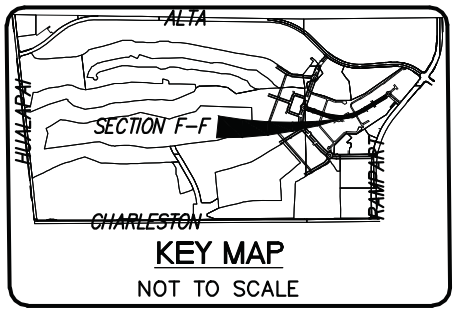
FROM 17.49 ACRE PARCEL TO CLUB HOUSE DRIVE
NO SCALE



PLAN VIEW

INTERIOR CONNECTOR

FROM 17.49 ACRE PARCEL TO CLUB HOUSE DRIVE
NO SCALE



KEY MAP
NOT TO SCALE

NOTE:
* SIDEWALK WILL VARY IN WIDTH FROM 4' TO 8' AND CAN BE ATTACHED TO THE CURB OR DETACHED AS A LINEAR OR MEANDERING SIDEWALK. LANDSCAPING WILL ACCOMPANY SIDEWALK THAT IS 4' IN WIDTH.

EXHIBIT C-III

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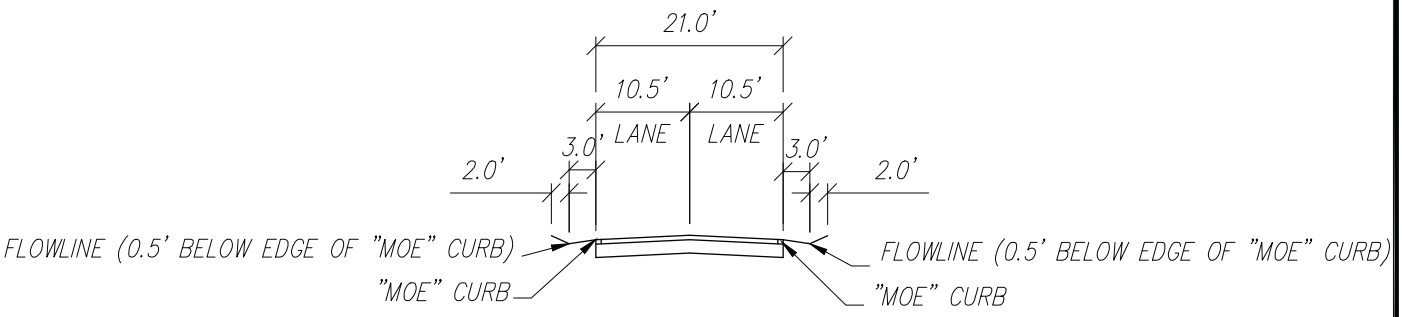
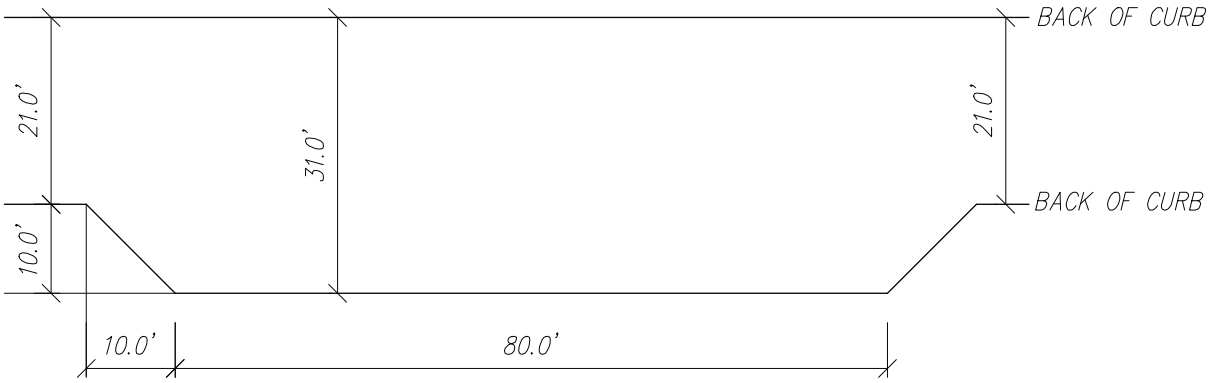


ESTATE LOT DRIVE LANE (DEVELOPMENT AREA 4)

NO SCALE



PLAN VIEW

TYPICAL TURNOUT

(TO BE SPACE AT 800' INTERVAL)

NO SCALE

EXHIBIT C-III

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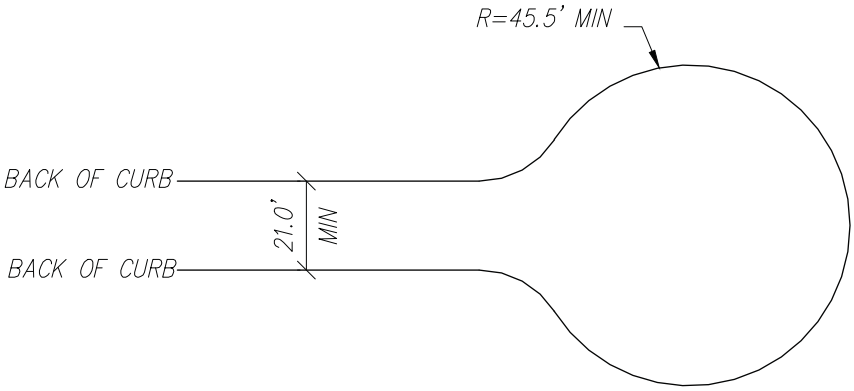
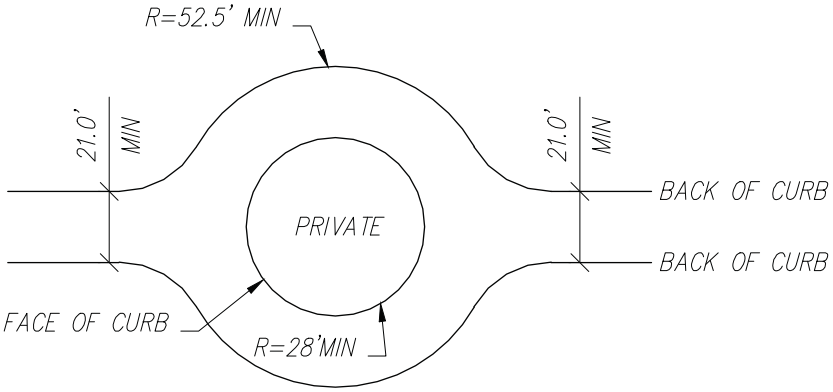


PLAN VIEW

FIRE ACCESS REQUIREMENT

NO SCALE



PLAN VIEW

TYPICAL TRAFFIC CIRCLE

(TO BE SPACE AT 800' INTERVAL)

NO SCALE

EXHIBIT C-III

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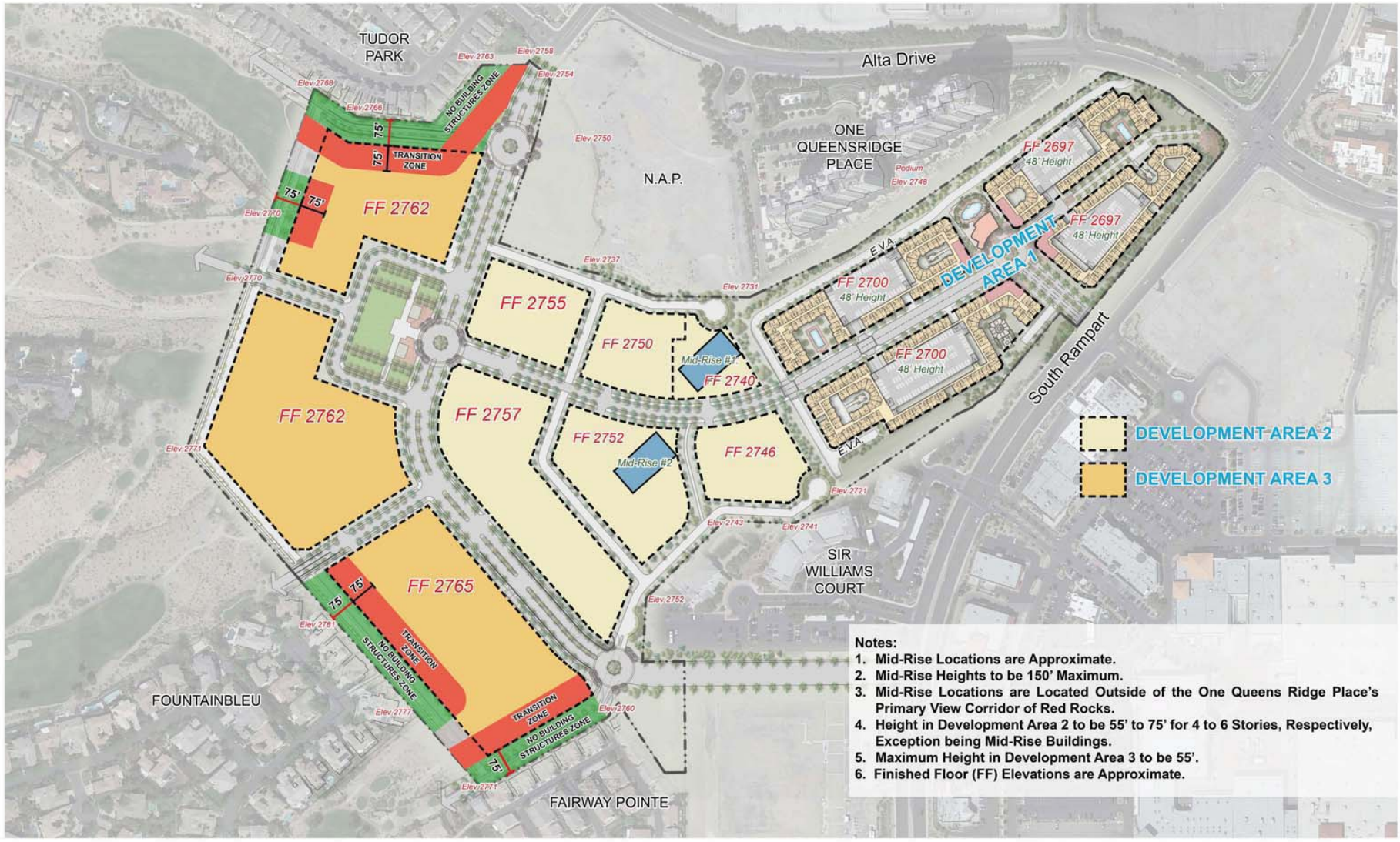

EXHIBIT C - IV

DEVELOPMENT AREAS 2 & 3
CONCEPTUAL PAD PLAN

MAY 2017

RA 02490

002701

DIR-70539

EXHIBIT C - V

DEVELOPMENT AREAS 2 & 3
CONCEPTUAL SITE PLAN

PRJ-70542
05/24/17

MAY 2017

DIR-70539

002702

RA 02491

DEVELOPMENT PHASING

EXHIBIT D

The Development Phasing time frames included in this Exhibit D are estimated. Actual time frames may vary based on entitlement approvals, market conditions and unavoidable delays.

	Description	Completion Milestone	Commencement	Duration
	Development Areas 1-3			
•	Development Areas 1, 2 and 3 and/or their respective parts, shall be developed as the market demands, in accordance with this Development Agreement, and at the sole discretion of Master Developer.			
•	Mass Grading , Drainage Infrastructure (box culverts and/or open channels or both), Sewer Mains, Water Mains		As soon as all applicable permits are obtained.	6-12 months
•	The Two Fifty Drive Extension (also referred to as Clubhouse Drive extension)	Prior to the approval for construction of the 1500th residential unit (or group of units that includes such permit).		
•	Traffic Signal at Rampart at Development Area 1 entrance	As soon as possible pursuant to updated traffic studies.		
•	The Seventy Open Space shall be constructed incrementally in conjunction with the construction of the multifamily units in Development Areas 1-3.	The 2.5 acres of privately owned park areas will be completed prior to the approval for construction of the 1,500th residential unit (or group of units that includes such permit).		
	Development Area 4			
•	Development Area 4 has 7 Sections designated as A-G. The order in which they will be developed and homes constructed on any Custom and/or Estate Lots, will be market driven, in accordance with this Development Agreement, and at the sole discretion of Master Developer and not A-G sequence.			
•	Development Area 4's Sections A-G: grading, utilities, drainage infrastructure (box culverts and/or open drainage channels or a combination of both which will be located in Sections A and D), access points, access ways (defined as "rough roads") and landscaping.	The drainage infrastructure which will be located in Development Area 4's Sections' A and D will be completed prior to the approval for construction of the 1,700th residential unit (or group of units that includes such permit).	As soon as all applicable permits are obtained.	6 - 9 months per Section (except for Sections A & D which will be 9-12 months): once work described herein commences on a particular Section, such work will proceed until completion. Stockpiling and placement of fill material does not constitute commencement of work.
	Notes:			
	Golf course operations have been discontinued on the Property. Master Developer may water and rough mow the Property or clear and grub the Property in accordance with all City, Health District and Department of Air Quality regulations and requirements. Developer will use best efforts to continue to water the Property until such time as construction activity is commenced in a given area.			

Exhibit 80

BILL NO. 2017-27

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THAT CERTAIN DEVELOPMENT AGREEMENT ENTITLED "DEVELOPMENT AGREEMENT FOR THE TWO FIFTY," ENTERED INTO BETWEEN THE CITY AND 180 LAND CO, LLC, ET AL., AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Beers

Summary: Adopts that certain development agreement entitled "Development Agreement For The Two Fifty," entered into between the City and 180 Land Co, LLC, et al., pertaining to property generally located at the southwest corner of Alta Drive and Rampart Boulevard

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That certain development agreement entitled "Development Agreement For The Two Fifty," entered into between the City and 180 Land Co, LLC, et al., which was approved by the City Council on June 21, 2017, and which is on file with the City Clerk's Office, is hereby adopted in conformance with the provisions of NRS Chapter 278.

SECTION 2: This Ordinance, as well as the development agreement adopted by Section 1, shall be recorded in the office of the County Recorder in accordance with the provisions of NRS Chapter 278.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2017.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-30-17
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2017, and referred to a committee for recommendation, the committee being composed of the following members _____ _____;

thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2017, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

Exhibit 81

DEVELOPMENT AGREEMENT

FOR

THE TWO FIFTY

PRJ-70542
05/24/17

DIR-70539

002707

Table of Contents

EXHIBITS

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017 by and between the **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada ("City") and **180 LAND 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, 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 has closed and the land will be repurposed in a manner that is complementary and compatible to the adjacent uses with a combination of residential lots and luxury multifamily development, including the option for assisted living units, a non-gaming boutique hotel, and, ancillary commercial uses.

G. The Property contains 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 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 R-PD7 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.

K. 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.

L. The Property shall be developed as the market demands, in accordance with this Agreement, and at the sole discretion of Master Developer.

M. 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.

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 Permitted Uses ("Design Guidelines") attached hereto as **Exhibit "C"**.

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.

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.

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.

R. The City Council, having determined that this Agreement is in conformance with all substantive and procedural requirements for approval of this Agreement, and after giving notice as required by the relevant law, and after introducing this Agreement by ordinance at a public hearing on _____, 2017, and after a subsequent public hearing to consider the substance of this Agreement on _____, 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, 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) Any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or

(iii) Any applicable state or federal law or regulation.

"Authorized Designee" means any person or entity authorized in writing by Master Developer to make an application to the City on the Property.

"Building Codes" means the Building Codes and fire codes, to which the Community is subject to, in effect at the time of issuance of the permit for the particular development activity with respect to the development of the Community.

"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 City of 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 constructed thereupon.

"Design Guidelines" means the document prepared by Master Developer entitled Design Guidelines, Development Standards and Permitted Uses, attached hereto as **Exhibit "C",** 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.

"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 grades of roadways, Development Parcels, and drainage areas; and

(c) Prior to issuance of a 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 Development Parcels, 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 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.

"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, including updates 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 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.

"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 C) 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 in **Exhibit "A".**

"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" means the roadway identified as the Two Fifty Drive extension, as may also be referred to as the Clubhouse Drive Extension, and as is further addressed in Section 3.01(f)(vii) herein, 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 "E".**

"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 effluent and/or privately owned ground water.

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.

(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, if appealed, 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 one hundred eighty-four (2,184) units, with four hundred thirty-five (435) for sale, multifamily residential units in Development Area 1, one thousand six hundred eighty-four (1,684) multifamily residential units, including the option for assisted living units, in Development Area 2 and Development Area 3 combined, and a maximum of sixty-five (65) residential lots in Development Area 4.

(b) Permitted Uses and 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. 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 fifteen thousand (15,000) square feet across Development Areas 2 and 3 with no single use greater than four thousand (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. Any reference to ancillary commercial does not include the leasing, sales, management, and maintenance offices and facilities related to the multifamily.

(v) Water Features shall be allowed in the Community, even if City enacts a future ordinance or law contrary to this Agreement.

(vi) Uses allowed within the Community are listed in the Design Guidelines attached as **Exhibit "C ".**

(vii) The Parties acknowledge 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. 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 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.

(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 certain Alcohol Related Uses as outlined in the Design Guidelines attached as **Exhibit "C".** If a Special Use Permit is required, it shall be in accordance with the requirements of this Section and Las Vegas Municipal Code Section 19.16.110. The Parties agree that Master Developer may apply for Alcohol Related Uses and Alcohol Related Uses shall have no specified spacing requirements between similar and protected uses.

(c) Density. Master Developer shall have the right to determine the number of residential 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 four hundred 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 (1,684) multifamily residential units, including the option for assisted living units; and Development Area 4 shall be a maximum of sixty-five (65) residential lots. In Development Area 4, residential lots will be a minimum one-half (1/2) gross acres in Section A shown 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 "C".**

(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 help 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 "C"**, 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 "D".**

(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 Landscape, Parks and Recreation 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) Landscape, Park, and Recreation Areas. The Property consists of two hundred fifty and ninety-two hundredths (250.92) acres. Master Developer shall landscape and/or amenitize (or cause the same to occur) approximately forty percent (40%) or one hundred (100) acres of the Property, which includes associated parking and adjacent access ways, far 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 landscape, parks, and recreation areas shall be provided throughout the 67.21 acres of Development Areas 1, 2 and 3. The 12.7 acres of landscape, parks, and recreation area will include a minimum of: 2.5 acres of privately-owned park areas open to residents of the Property, Queensridge and One Queensridge Place, and occasionally opened to the public from time to time at Master Developer's sole discretion; 6.2 acres of privately-owned park and 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 (hereinafter referred to

as "The Seventy Open Space"). A 1 mile walking loop and pedestrian walkways throughout 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 reflective in the respective 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) 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) 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) Development Area 4. Because Development Area 4 will have a maximum of only sixty-five (65) residential lots, approximately eighty-seven (87) of its acres will be landscape area. The landscape area, although not required pursuant to the UDC, 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 landscape area will be maintained by individual 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.

(ii) Master Developer may, at a future date, make application under City of Las Vegas Code Section 4.24.140.

(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" easterly from Development Area 3's western boundary 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 residences, 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 from and 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. Processing.

(a) Generally. City agrees to reasonably cooperate with Master Developer to:

(i) Expeditiously process all 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 applications, subject to reasonable conditions not otherwise in conflict with the Applicable Rules, Master Studies and this Development Agreement.

(b) Zoning Entitlement for Property. The Parties acknowledge and agree that the Property is zoned R-PD7 which allows for the development of the densities provided for herein and that no subsequent zone change is needed.

(c) Other Applications. Except as provided herein, all other applications shall be processed by City according to the Applicable Rules. The Parties acknowledge that the procedures for processing such 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. 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 complementary 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 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. 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 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 from: any other purchaser of real property within the Community, the Master HOA or 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) 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 as provided herein. Any application by an 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.

(c) If Master Developer or an 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.

(d) 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 applications contemplated in Section 3 in accordance with the Applicable Rules.

3.07. Property Dedications to City. Except as provided 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 may include 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 enhancement 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, 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, 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. 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.

4.02. Maintenance Plan. For 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, each HOA shall be 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 will analyze the effect of the build out of the Community on Off-Property sewer pipelines. 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 #201.1 on Rampart Boulevard along the Property's Rampart Boulevard frontage which extends from Alta Drive south 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 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 any changes.

(f) Development Phasing. See Development Phasing plan attached hereto as **Exhibit "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 maintain the existing $125,000 flood maintenance bond for the existing public drainage ways on the Property 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 increase this bond amount 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 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 respective portions of 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 on those land areas that currently are within the flood zone, on which permits are requested. 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 6 if it commences the appropriate remedial action with 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(c).

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 validly 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 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.

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

City and Master Developer and shall be recorded in the Official Records of Clark County, Nevada. A revocation or termination shall be signed by the appropriate officers of the City and/or Master Developer and shall be recorded in the Official Records of Clark County, Nevada.

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

7.13. Release. Each residential lot or condominium lot shown on a recorded subdivision map within the Community shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence thereon.

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

7.15. Exercise of Discretion. Wherever a Party to this Agreement has discretion to make a decision, it shall be required that such discretion be exercised reasonably unless otherwise explicitly provided in the particular instance that such decision may be made in the Party's "sole" or "absolute" discretion or where otherwise allowed by applicable law.

7.16. No Third Party Beneficiary. This Agreement is intended to be for the exclusive benefit of the Parties hereto and their permitted assignees. No third party beneficiary to this Agreement is contemplated and none shall be construed or inferred from the terms hereof. In particular, no person purchasing or acquiring title to land within the Community, residing in the Community, or residing, doing

business or owning adjacent land outside the Community shall, as a result of such purchase, acquisition, business operation, ownership in adjacent land or residence, have any right to enforce any obligation of Master Developer or City nor any right or cause of action for any alleged breach of any obligation hereunder by either party hereto.

7.17. Gender Neutral. In this Agreement (unless the context requires otherwise), the masculine, feminine and neutral genders and the singular and the plural include one another.

SECTION EIGHT

REVIEW OF DEVELOPMENT

8.01. Frequency of Reviews. As provided by NRS Chapter 278, Master Developer shall appear before the City Council to review the development of the Community. The Parties agree that the first review occur no later than twenty-four (24) months after the Effective Date of this Agreement, and again every twenty-four (24) months on the anniversary date of that first review thereafter or as otherwise requested by City upon fourteen (14) days written notice to Master Developer. For any such review, Master Developer shall provide, and City shall review, a report submitted by Master Developer documenting the extent of Master Developer's and City's material compliance with the terms of this Agreement during the preceding period.

[Signatures on following pages]

In Witness Whereof, this Agreement has been executed by the Parties on the day and year first above written.

CITY:

CITY COUNCIL, CITY OF LAS VEGAS

By: _____
Mayor

Approved as to Form:

_____
City Attorney

Attest:

City Clerk

By: _____
LuAnn Holmes, City Clerk

MASTER DEVELOPER

180 LAND CO LLC,

a Nevada limited liability company

By: _____

Name: _____

Title: _____

SUBSCRIBED AND SWORN TO before me

on this _____ day of _____,

2017.

_____

Notary Public in and for said County and State

Exhibit 82

ADDENDUM
TO THE
DEVELOPMENT AGREEMENT
FOR
THE TWO FIFTY

Recommending Committee - City of Las Vegas

June 19, 2017

Amend Section 5.03 of the Development Agreement by adding a new paragraph to read as follows:

Upon approval by the City of the 1,500th permitted dwelling unit within the Community, Master Developer shall prepare a traffic impact analysis as an update to the Master Traffic Study 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.

Submitted on behalf of
Suncoast Hotel & Casino,
Boyd Gaming Corporation

Submitted At Meeting
Recommending Committee
Date 6/19/17 Item 8
Staff

Exhibit 83

Exhibit C

THE
TWO FIFTY

Design Guidelines, Development Standards and Permitted Uses

May 2017

DESIGN GUIDELINES, DEVELOPMENT STANDARDS AND PERMITTED USES

PRJ-70542
05/24/17

DIR-70539
002758
RA 02551

EXHIBITS

PRJ-70542
05/24/17

DIR-70539
002759
RA 02552

SECTION ONE

Overview

Overview

THE TWO FIFTY is a residential community ("Community") with distinct components, namely a combination of large single family lots, luxury multifamily with a potential to include assisted living units, a non-gaming boutique hotel, and, ancillary commercial uses in four Development Areas as reflected on **Exhibit C-I**.

Being as it is an "infill" property, the conceptual planning and design stage took into account the many macro and micro aspects of the property, adjacent properties and the neighborhood. As the Master Developer proceeds into the much greater detailed design development phase and then the construction drawing phase of both the property and the structures to be located thereon, particular attention will be given to the many intricacies of the site's conditions and characteristics (as they currently exist and as they will be post development), architecture, landscaping, edge conditions and operational aspects pre/during/post construction.

The property is located adjacent to and near to an abundance of conveniences – shopping, restaurants, entertainment, medical, employment, parks, schools and churches. It is served by a significant grid roadway system and very nearby Summerlin Parkway and the I-215 that tie into the Las Vegas valley's freeway network, all of which allows easy access and many choices of access to throughout the Las Vegas valley and to its major employment centers, the Strip and the airport. Its "close in" proximity and its many conveniences make the neighborhood a very desirable area of the Las Vegas valley in which to live. The need for housing of all types is in demand in this neighborhood and will be the case as the valley continues to grow with its substantial immigration and internal growth. THE TWO FIFTY will help to serve some of this housing demand.

The trends in housing, as espoused for a number of years by respected organizations in the field such as the Urban Land Institute and The Brookings Institute, amongst many others, is for high density neighborhoods adjacent and near to conveniences as noted above. The Brookings Institute in a 2010 briefing paper reported that 85% of new household formations through 2025 will be made by single individuals or couples with no children at home. This speaks to the need for substantial amounts of multifamily housing offerings.

The trend that is being implemented into these multifamily offerings, in neighborhoods of cities that can financially sustain them, is about community, lifestyle and design excellence. Critical mass (density) is the key ingredient to support the design quality and incorporation of the desired lifestyle components into these next generation communities. An example of one such outstanding community is The Park and The Village at Spectrum in Irvine, California, a community of 3,000 homes on 58 acres. The architectural firm of record for that development was MVE, the same firm who has been instrumental in the significant conceptual design aspects of THE TWO FIFTY thus far.

THE TWO FIFTY neighborhood is an area that will support the introduction of such an aforementioned next generation multifamily community. This multifamily complements the existing Alta/Rampart to Charleston/Rampart corridor's significant commercial providing for the important walkable/pedestrian aspect that residents of these community's desire. It will offer resort style living energizing the nearby existing commercial and entertainment venues with a downtown-like vitality attracting the array of new residents.

Scaled down into individual neighborhoods, the multifamily components are connected to a central park by semi-public walk-streets linked to private landscaped pedestrian paseos and plazas. To ensure architectural diversity, a unique character for each part of Development Areas 1-3 may be established; however those unique characteristics will at the same time be threaded

together with many elements that reflect continuity in architecture, elevations, exterior materials and landscaping. THE TWO FIFTY draws inspiration from the rich architecture established in the adjacent Tivoli Village and One Queensridge Place. By upholding these strong architectural themes, the multifamily offering strives to contribute architecturally and economically to the neighborhood and will be generally compatible with development approved through SDR-62393. The idea is to create a 'Place'. A place where people want to be active and social participants in their neighborhood; a place that is cared about; a place that has identity; a place that is home. The Conceptual Site Plan is attached as **Exhibit C-V**.

The multifamily design will be established through three Development Areas. These Development Areas 1 through 3, sitting on 67.21 acres, is a "Main Street" experience with a component of ancillary commercial and resort style amenities. The design is envisioned to add a unique multifamily living environment at/near the Alta and Rampart hub, which is already rich in retail, restaurants, entertainment, offices and services, with Development Area 1's 435 multifamily homes and Development Area 2 and 3's maximum 1,684 multifamily homes, some of which may be assisted living units. The vision creates a pedestrian-based landscape where neighbors can get to know each other and establish an active/ interactive community and lifestyle.

Vehicular and pedestrian connectivity within Development Areas 1 through 3 are designed to bring people together as a local community and create opportunities to engage around the many amenities offered within the development as well as surrounding offerings. Three vehicular entries to Development Areas 1 through 3, allow easy access for vehicles and pedestrians. The streets have been activated by facing architecture towards the main thoroughfares and establishing a tight knit environment and active street scene.

The activation of the street is evident entering into Development Area 1 which has 435 for sale, luxury multifamily units. The 'wrap' product wraps residential units around structured parking,

largely integrating parking internal to the blocks. The 4 story massing creates an urban living environment with recreation areas, amenities, and ancillary commercial interfacing with the pedestrian environment. The building heights will be no higher than the top of One Queensridge Place's podium thereby largely preserving the views that One Queensridge Place's garden level and above homes enjoy. The architecture has taken advantage of the topography to push the structures down to and/or below the main podium deck of the adjacent One Queensridge Place towers.

This same theme of activating the streets with architecture continues as pedestrians follow the internal street to the west to and through Development Area 2. The residential architecture lines the streets that gradually climb the topography and offer glimpses into internal paseos, courtyards and amenities. Up to six story buildings anchored by two up to 15 story residential mid-rises with a maximum height of 150 feet (40% lower than the One Queensridge Place's approved third tower) will be designed in this area and be generally compatible with One Queensridge Place with stone, glass and stucco materials. These 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. The Conceptual Pad Plan is attached as **Exhibit C-IV**. Many, residences of the proposed mid-rises will feature breathtaking floor to ceiling views to the same surrounding features. Additionally, every opportunity will be made to hide parking in subterranean garages in Development Areas 2 and 3, thus maximizing land area to create more areas for landscaping, amenities, and a more desirable community environment.

The buildable pads that line the main street in Development Area 2 terminate on an approximate 2-acre community park that includes its associated perimeter access ways and parking, inspired by Bryant Park in New York. The termination of this road is at the intersection of THE TWO FIFTY Drive which will give access to Alta, Rampart and is the bisecting line that establishes Development Area 3. The community park, wrapped by multifamily development, creates a

central gathering area for the community. Surrounded by edge defining architecture, the symmetry and formality of the design creates a hospitable central gathering area that is activated with ancillary commercial/retail uses and other community amenities like fitness facility(ies), clubhouse(s), business center(s), post office(s), and some of the multifamily's related office(s). Additional pedestrian and landscape features include parking, textured paving, street furniture, signage and interesting landscape elements. Resort-style amenities, and community recreation areas will be integral to the development and include plans for a non-gaming hotel contemplated in Development Area 2 or 3.

THE TWO FIFTY Drive also allows access through Development Area 3 to four gated vehicular and pedestrian access ways to the Custom and Estate Lots in Development Area 4. These gated access points open up to meandering tree lined drives that deliver Development Area 4 residents to their homes.

Development Areas 1-3's vehicular and pedestrian access that is adjacent to the streets is only one component of pedestrian experience. There are pedestrian connections and loops that remove people from the streets and into themed paseos and courtyards. These pedestrian accesses create links to open spaces, potential dog park(s), tot-lot(s), and amenities. Development Areas 1 through 3 has a total of approximately 3 miles of walkways, with a 1 mile walking loop. These pedestrian experiences follow this multifamily community's fabric of tree-lined streets and pedestrian paseos that connect the community internally and externally to Tivoli Village and other nearby retail and entertainment experiences. A pedestrian community lessens the impact of cars and allows people to become part of this community's fabric.

The overall design has some challenges as well as opportunities with the edge adjacencies and topography. The edge adjacencies that surround the design are retail in the northeast, residential towers to the north, commercial office and event center on the south, and both small lot detached

and estate lots to the west. While the multifamily lies predominately adjacent to existing commercial and multifamily, its scope and scale are commensurate with the neighborhood and considerate of edge conditions; great thought and attention has been crucial as to how to transect these varied uses. The opportunity presents itself to take advantage of the topography on site which has a vertical change from the low point at corner of Rampart and Alta to the western edge of Development Area 3 of approximately 65 feet. With the use of the vertical grades in Development Areas 1 through 3, the buildings will be tiered into the topography, and edge adjacencies to already established neighborhoods will in many cases have pad heights that are lower than their already existing neighbors. Subterranean parking garages are planned to tuck away cars into the topography. In a sense, the community has been depressed into the landscape where possible. The land on which the golf course was operated is lower than the surrounding community in many cases and this grade separation will in a number of instances remain with the development. The custom and estate lot homes will be nestled into the property and surrounded by a sea of trees and planting materials as specified in the Development Agreement.

Particular attention has been paid to the existing single family homes to the west of the property which include small lot homes, tract homes, and estate lots. The design guidelines respond to the needs of privacy for these residents. When a property line of an existing single family home abuts Development Area 3 a 75 foot 'no-buildings structures zone' has been established. In this 'no-buildings structures zone' there will be landscape, walking areas, emergency vehicle access, as well as four locations where a driveway connecting to gated access for Development Area 4 will bisect this zone. Adjacent to this 75 foot 'no-building structures zone' will be an additional 75 foot 'transition zone' where architectural massing will be dropped so that the structures therein will not be higher than 35 feet from the average finished floor elevation of the existing adjacent homes. The large buffer separation coupled with the buildings massing breaks will tier the Structures away from the existing single family creating a substantial buffer. The Conceptual Pad

Plan showing the 'no-building structures zone' and the 'transition zone' is attached hereto as **Exhibit C-IV**.

THE TWO FIFTY's Development Area 4 consists of seven Sections, A thru G containing very low density custom lots, being minimum ½ acre gross in Section A ("Custom Lot(s)") and estate Lots being a minimum of 2 acre gross in Sections B thru G ("Estate Lot(s)") for a maximum of 65 Custom and Estate Lots. These Custom and Estate lots design particulars are as reflected herein; further these Custom and Estate Lots design standards will meet or exceed the existing adjacent Queensridge HOA's design standards to help ensure these Lots development is generally compatible with that in the adjacent Queensridge. Notwithstanding, should there be conflicts between the Queensridge and THE TWO FIFTY's design standards, the latter shall prevail. The Custom and Estate lots will reflect significantly enhanced landscaped areas. This Custom and Estate lot area will access via Development Area 3 and Hualapai Way, and to the extent a separate written agreement is entered into with the Queensridge HOA, may access via the Queensridge North and Queensridge South gates and roadways.

True community design has often been lost in recent years due to the sprawl of single family homes. THE TWO FIFTY aims through thoughtful design to establish community spirit through architectural continuity woven into distinct neighborhoods and a community that is cohesive in its respective parts and timeless.

THE TWO FIFTY is an opportunity to create a community fabric that will make people proud to be part of. Through great community design, architecture, and dedication to creating a place, THE TWO FIFTY will be a very unique and marquis offering. We envision a legacy of an exceptional community and an enduring environment for all.

The Master Developer, 180 Land Co LLC ("Master Developer"), has created these Design Guidelines, Development Standards and Permitted Uses in conjunction with THE TWO FIFTY's

Development Agreement in order to ensure an orderly and consistent development and to maintain design excellence throughout the Community.

SECTION TWO

LOT DEVELOPMENT STANDARDS AND SITE PLANNING

2.01 Infrastructure Development. Street design, vehicular and pedestrian access, street landscape, maintenance areas, primary utility distribution, drainage, temporary facilities and construction facilities are collectively referred to as infrastructure. Each of the Development Areas may be subdivided into lots for condominiumization and/or the organized design of one individual building or a group of buildings, subject to the terms of these Design Guidelines, Development Standards and Permitted Uses.

(a) Access Points and Access Ways. Included will be points of access and access ways, including private or public roads and driveways, for each Development Area and each lot as may be required. The location, dimensions and characteristics of the access points and access ways may only be altered with Master Developer's approval. Master Developer may utilize over-length cul-de-sacs, in which case a turnout is provided at a minimum of every 800 feet or at a mid-point if less than 1,600 feet. At the end of each cul-de-sac, Master Developer shall provide a turnaround.

(b) Setback Criteria and Development Standards. The setbacks, maximum height and other tabular characteristics within each Development Area are shown on the Design Guidelines, Development Standards and Permitted Uses Table, **Exhibit C-II**. The setbacks and landscape buffers are minimum standards. Height restrictions are maximum standards.

(c) Review. The Master Developer will review all lot development plans and site plans for conformance with these Design Guidelines, Development Standards and Permitted Uses. Except as provided herein and/or in the Development Agreement, all development plans will be

required to be submitted to the City of Las Vegas for review and approval.

2.02 Landscape Plant Materials. Landscape plant material shall conform to the Southern Nevada Regional Planning Coalition Plant List ("Plant List"). Exceptions to the Plant List may be made for: 1) specimen trees (unique trees) that are a part of an enhanced landscape design; 2) trees that are relocated from other geographic areas within Southern Nevada; and, 3) fruit trees.

2.03 Site Planning. The Master Developer is responsible to review and approve site plans for each of the building improvements in each Development Area. Attention shall be given to landscape buffers, pedestrian paths and sidewalks.

(a) Site Planning Development Areas 1, 2 and 3. Development Areas 1, 2 and 3 are luxury multifamily offerings that will allow for pedestrian-friendly movement and circulation throughout these Development Areas interspersed with amenities and landscape buffers for the enjoyment of the residents.

(i) Site Amenities. Site amenities such as fountains, clock towers, pergolas, individual project monuments and art, and architectural feature towers are encouraged in the open pedestrian areas and in conjunction with other Structures. These features and other similar amenities shall not exceed a maximum height of 75 feet. No Site Amenities or private signage shall be placed in public right of way.

(ii) Identity Monuments. Identity monuments should be incorporated into the design of the Community and individual projects within the Community where possible. If the signs are freestanding they may be located in the setback area or in the landscape buffer area only with permission from the Master Developer. Development Entry Statement Signs shall be subject to Section 19.08.120(f)(11) of the Las Vegas Zoning Code. Other Permitted Signs

shall be subject to Section 19.08.120 of the Las Vegas Zoning Code as detailed on Exhibit C-II for each Development Area.

(iii) Common Area Parcels. There may exist Common Area Parcels that include, but are not limited to, access points, access ways, landscape islands, medians, parks, pathways and other common uses.

(b) Site Planning Development Area 4. Development Area 4 consists of a maximum of 65 Custom and Estate lots. The Master Developer will determine the size and quantity of Custom and Estate lots as specified in the Development Agreement (in no case more than 65 in conjunction with the Design Guidelines, Development Standards and Permitted Uses).

- Custom Lots – Those lots in Development Area's Section A. The setbacks for Custom Lots will determine these Custom Lots' Buildable Area(s).

- Estate Lots - The Master Developer will determine the number, size and location of the designated Buildable Area(s) for each Estate Lot. in accordance with the Design Guidelines, Development Standards and Permitted Uses Table, **Exhibit C-II**. There are no setbacks from the designated Buildable Area(s) perimeters to any primary or accessory structure or building within the Buildable Area(s), and there are no setback requirements between structures within the designated Buildable Area(s). All buildings including, patio covers and ramadas, and detached or attached accessory buildings must be located within the designated Buildable Area(s), except pools and ponds and their related accessory structures, landscape, and landscaping and street furniture related structures may be built outside a Buildable Area as long as these related accessory structures are not less than 40 feet from a property line shared

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with existing development outside the Property.

(i) Balance of Estate Lot's Area. Outside of the designated Buildable Area(s), the balance of the Estate Lot(s) area(s) will be reserved for natural areas, trees, shrubs, ponds, grasses and landscape architectural details, as well as the Private Roads that provide access to all or a portion of the individual Custom and/or Estate Lots, individual Custom and/or Estate Lot driveways connecting to designated Buildable Area(s) with private roads, lot walls and fences, driveway entry gates, storm drains, storm drain easements or any additional uses.

(ii) Common Area Parcels. There may exist Common Area Parcels that include, but are not limited to, access points, access ways, entry ways, gate houses, Private Roads, pathways, drainage ways, landscape areas, and other common uses.

2.04 Street Sections. See **Exhibit C - III** pages 1-6.

SECTION THREE

DESIGN STRATEGIES AND REQUIREMENTS

3.01 Development Area 4 Setbacks from Buildable Area. Development Area 4 provides for the Master Developer to designate Buildable Area(s) inside the Estate Lot boundary lines for each Estate Lot. Development Area 4 provides for Estate Lots: 1) a minimum setback of 50 feet (except 45 feet for Estate Lots from 2 acres < 2.25 acres) from any property line shared with an existing single family (R-PD7 or lesser density) located outside of the Property to the Buildable Area; and 2) a minimum setback of 50 feet from any property line shared with an existing residential property (greater than R-PD7 density) located outside of the Property to the Buildable Area. Accessory structures, including but not limited to porte cocheres and garages, may be attached or detached within the Buildable Area(s).

3.02 Development Areas 1-3 Setbacks from Structures. Development Areas 1 and 2

do not share any property boundaries with existing single family; where they and Development Area 3 do share such property boundaries with an existing and/or zoned commercial, professional office, multi family or PD zoned property located outside of the Property, a minimum setback of 10 feet to a Structure would be provided. The exception to the above Setbacks is that there will be a minimum Setback of seventy five (75) feet from any property line shared, as of the Effective Date of the Development Agreement, with an existing single family home located outside the Property (No Building Structures Zone). Setbacks from any property line to Structures are outlined in the Design Guidelines, Development Standards and Permitted Uses Table attached as **Exhibit C-II**.

3.03 All Development Areas - Fire Sprinklers. Buildings will be supplied with an approved automatic fire sprinkler system designed and installed in accordance with the Fire Code. Exceptions are made for detached structures located more than 25 feet from habitable structures, less than 500 square feet in area, not meant for human habitation; and, 2) open faced canopy structures (ramadas).

SECTION FOUR

DESIGN REVIEW AND APPROVAL PROCESS

4.01 Site Development Plan Review. In accordance with the Development Agreement.

SECTION FIVE

DEFINITIONS

5.01 Buildable Area(s) – The Building Area(s) of a lot in Development Area 4 will be designated by the Master Developer. For Estate Lots with more than one Buildable Area, all Buildable Areas except for one Buildable Area will be utilized for Accessory Structures and/or

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amenities.

5.02 Building Height – Building Heights shall be measured as the vertical distance in feet between the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridgeline of a gable, hip or gambrel roof.

5.03 Code - Las Vegas Municipal code

5.04 Master Developer –180 Land Co LLC, a Nevada limited liability company, and its successors and assigns as permitted by the terms of the Development Agreement.

5.05 Private Road - Road(s) within the Community that are not dedicated as public right of way.

5.06 Structure(s) – Shall mean the primary building and accessory structures as defined per code. Porte cocheres and garages may be attached or detached.

5.07 Uses - All uses listed shall have the definitions, conditional uses, regulations, minimum special use permit requirements and onsite parking requirements ascribed to them by the City of Las Vegas Unified Development Code as of the Effective Date of the THE TWO FIFTY Development Agreement.

Exhibit 84

May 22, 2017

Mr. Tom Perrigo
City of Las Vegas Department of Planning
333 North Rancho Dr.
Las Vegas, NV 89106

Justification Letter for Development Agreement of The Two Fifty

Dear Mr. Perrigo,

This comprehensive plan for the development of The Two Fifty, located on 250.92 acres south of Alta Drive, East of Hualapai Way, North of Charleston Blvd. and west of Rampart Blvd, is being submitted at the request of the Mayor, the City Council, the City Attorney, the Planning Commission and the residents of Queensridge and One Queensridge Place.

With the golf course industry's significant challenges, the once Badlands golf course was destined for closure and repurposing. Though the property's hard zoning of R-PD7 would allow for approximately 1,900 single family homes to be evenly distributed throughout the 250.92 acres, the comprehensive plan proposes a more appropriate distribution and placement of density. Higher density multifamily homes will be placed adjacent or near to the main arterial of Rampart Boulevard where high density multifamily, commercial and retail developments currently exist. On the remainder of the property, adjacent to the majority of the existing single family residents in Queensridge, up to 65 ultralow density, single family estate lots have been proposed.

This comprehensive development plan for The Two Fifty is the best plan for the adjacent homeowners, the neighborhood at large and the City of Las Vegas. It's important to note that home values in Queensridge have historically lagged other like communities and recently have faced significant competition from newer, highly amenitized communities. This plan will revitalize the overall neighborhood and will bring renewed awareness and value.

The plan consists of the following Development Areas:

- Development Area 1: Previously approved by City Council on February 15, 2017 for four hundred and thirty-five (435) luxury multi-family units by GPA-62387, ZON-62392 and SDR-62393.
- Development Areas 2 and 3: Contains one thousand six hundred and eighty four (1,684) luxury multi-family units, including two (2) mid-rise towers not to exceed one hundred and fifty feet, ancillary commercial up to 15,000 square feet and a one hundred thirty (130) room boutique

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hotel.

- Development Area 4: Approximately 183 acres that will contain only sixty-five (65) ultralow density estate lots. Though the average lot size is approximately 2.82 gross acres, 17 acres adjacent to Charleston Boulevard will have a minimum of one half (1/2) gross acre lots, leaving the remaining 166 acres with an unparalleled 3.7 average gross acre lots.
- The density of Development Areas 2, 3 and 4 combined is 7.49 units per acre.

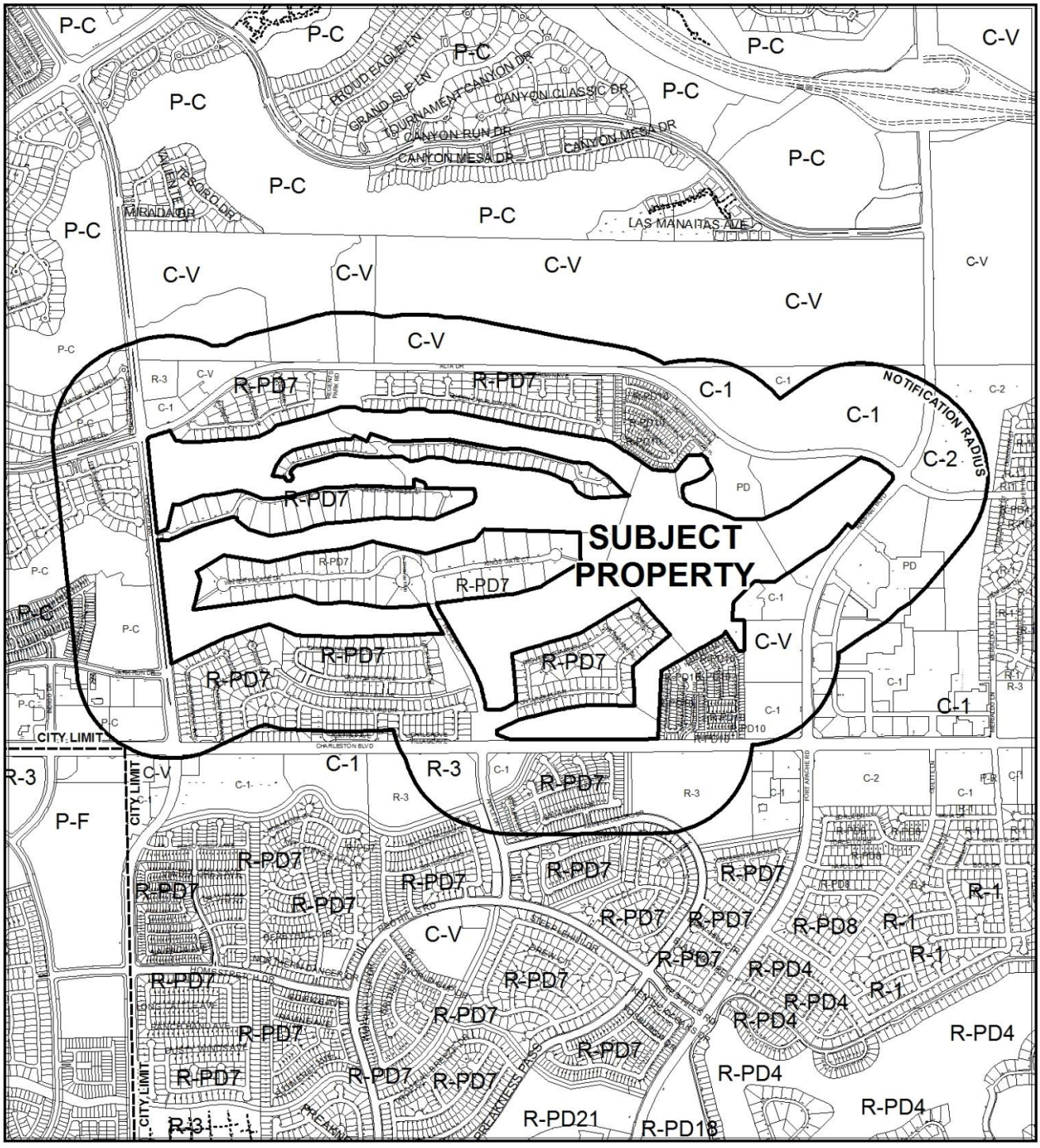
We thank the Mayor, the City Council, the City Attorney, the Planning Commission, the City Staff and the many neighbors in Queensridge and One Queensridge Place who have engaged in the process that has led to this comprehensive plan and Development Agreement. We respectfully request the City's approval of the Development Agreement.

Sincerely yours,

Yohan Lowie,
as Manager of EHB Companies LLC,
the Manager of 180 Land Company LLC

p 702-940-6930 f 702-940-6931 1215 S. Fort Apache Drive, Suite 120 Las Vegas, NV 89117 **ehbcompanies.com**

Exhibit 85



0 1,200 2,400 Feet

CASE: **DIR-70539 (PRJ-70542)**

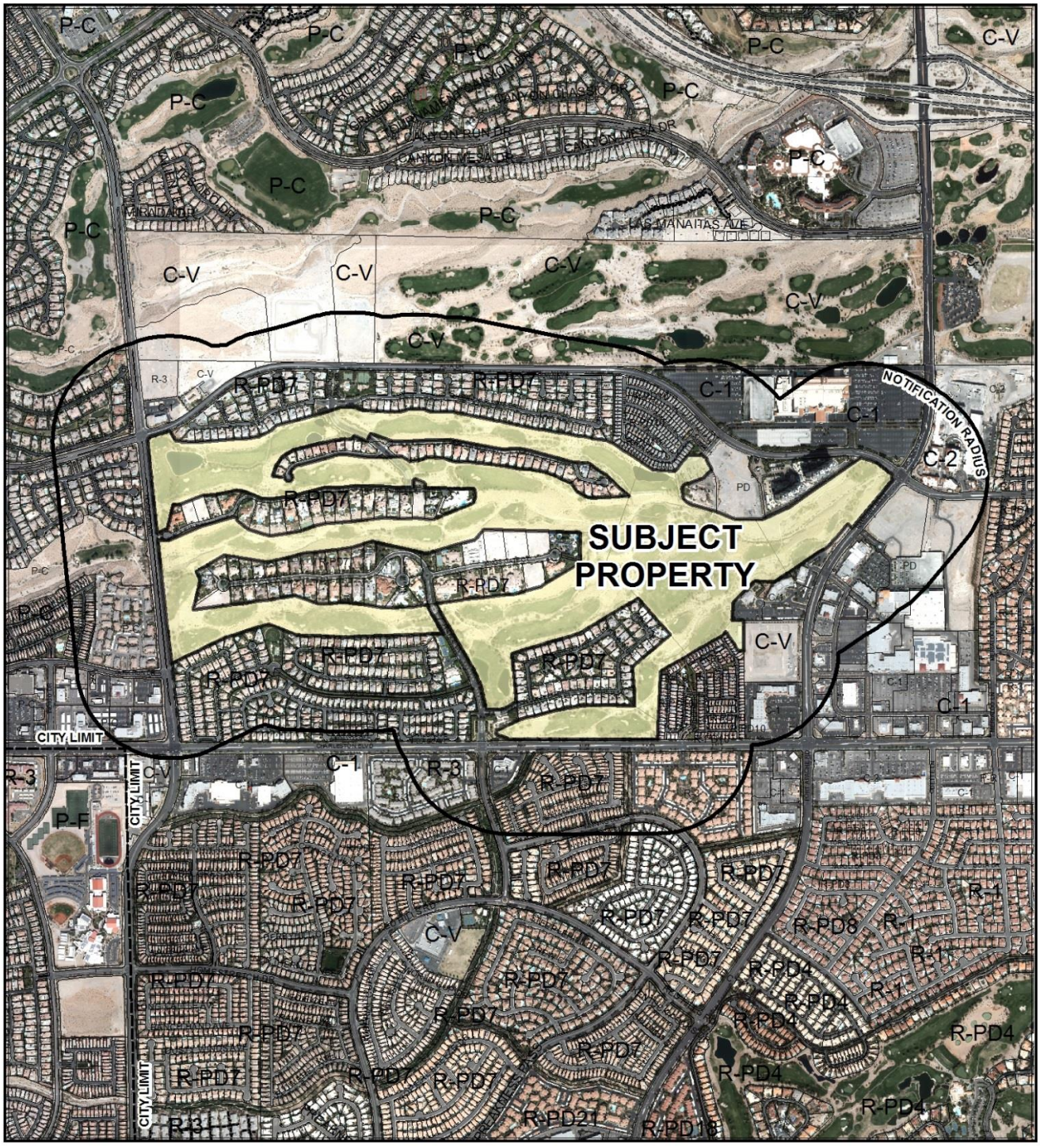
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-PD7 (RESIDENTIAL PLANNED DEVELOPMENT - 7 UNITS PER ACRE) AND R-3 (MEDIUM DENSITY RESIDENTIAL)

N

002775

RA 02570



CASE: **DIR-70539 (PRJ-70542)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-PD7 (RESIDENTIAL PLANNED DEVELOPMENT - 7 UNITS PER ACRE) AND R-3 (MEDIUM DENSITY RESIDENTIAL)

002776

RA 02571

Exhibit 86

Ashley Foster

From: LuAnn D. Holmes
Sent: Wednesday, June 21, 2017 10:36 AM
To: City Clerk, Deputies
Subject: FW: Queensridge community

Late, Late, Late

From: John Bear
Sent: Wednesday, June 21, 2017 10:28 AM
To: Tom Perrigo; LuAnn D. Holmes
Subject: FW: Queensridge community

From: Mark Sylvain [mailto:gmsylvain@yahoo.com]
Sent: Wednesday, June 21, 2017 9:33 AM
To: Carolyn G. Goodman; Lois Tarkanian; Bob Coffin; Bob Beers; Ricki Y. Barlow; Steven Ross; Stavros Anthony
Subject: Queensridge community

Good Evening, Mayor Goodman & Las Vegas Council-Members.

As a nearly 10 year resident of Queensridge and lifetime Las Vegas resident I wanted to take a moment to support the comprehensive development initiative planned for Queensridge by Executive Home Builders.

I've seen the improvements they've brought to our neighborhood with One Queesnridge Place, Tivoli Village and their other commercial developments. My family and I shop, dine and live in the captivating places that the EHB team have brought to Las Vegas.

Based on their previous work, and the fact they are invested as

homeowners in the community, I am excited to see their development plans for the Queensridge community and hope to see their success in achieving this vision.

I would like to encourage your support of the comprehensive vision for the 250 acre Queensridge community.

Thank you for your consideration Mark Sylvain

Submitted after final agenda

Date 6/21/17 Item 130

002777

RA 02573

Ashley Foster

From: LuAnn D. Holmes
Sent: Wednesday, June 21, 2017 10:59 AM
To: John Bear; Tom Perrigo
Cc: City Clerk, Deputies
Subject: RE: A message in support of Executive Home Builders

John

Please send these to the Deputy City Clerk group.

From: John Bear
Sent: Wednesday, June 21, 2017 10:49 AM
To: LuAnn D. Holmes; Tom Perrigo
Subject: FW: A message in support of Executive Home Builders

From: Justin Cohen [mailto:justin@internetmarketinginc.com]
Sent: Tuesday, June 20, 2017 6:16 PM
To: Carolyn G. Goodman; Lois Tarkanian; Bob Coffin; Bob Beers; Ricki Y. Barlow; Steven Ross; Stavros Anthony
Subject: A message in support of Executive Home Builders

Good Evening, Mayor Goodman & Council-Members.

As a nearly 5 year resident of Queensridge North and 15 year resident of Las Vegas, I strongly support the development initiatives planned for Queensridge by Executive Home Builders.

I've seen the improvements and evolution they've brought to our neighborhood with One Queesnridge Place, Tivoli Village and their other commercial developments. We shop, dine and live in the wonderful places that the EHB team have brought to Las Vegas.

We encourage you to support Executive Home Builders in this next evolution of Queensridge.

Have a great evening,

Justin Cohen | President | IMI

Mobile 702.686.0268 | **Direct** 702.835.6986 | **Fax** 702.835.6987

8170 West Sahara Avenue, Suite 204 | Las Vegas, NV 89117

Justin@imi.biz | www.imi.biz

Ashley Foster

From: John Bear
Sent: Wednesday, June 21, 2017 12:01 PM
To: City Clerk, Deputies; Tom Perrigo
Subject: FW: EHB Support

From: Ken Miller- Miller Construction Survey Supply [mailto:ken@millerconstructionsurveysupply.com]
Sent: Wednesday, June 21, 2017 11:56 AM
To: Carolyn G. Goodman; Lois Tarkanian; Bob Beers; Bob Coffin; Stavros Anthony; Ricki Y. Barlow; Steven Ross
Subject: EHB Support

I am unable to be there today but I want it to be known that I am in full support of the comprehensive plan on the Badlands. We need to be able to sell our homes.

Ken Miller
MILLER CONSTRUCTION SUPPLY, LLC

(702) 210-9964 C
(702) 233-4190 F

millerconstructionsurveysupply.com

STATEMENT OF LAW AND RIGHTS TO A FINAL DECISION

1. The Landowner has vested property rights to develop its land up to 7.49 dwelling unites per acre.

2. Landowner is entitled to a final decision.

A. The continual delays are amounting to a final decision that the City will never allow development 19 abeyances; 15 different meetings

B. Futile to proceed - it is becoming very clear that with the continual delays and abeyances, that it is entirely futile to proceed further with the City.

3. Vested property rights are being taken or have been taken

A. Unlawful Exaction - the City is engaging in a pattern of conduct to require the "unlawful exaction" of property in exchange for approval to use an already vested property right.

4. Three Regulatory Taking Factors - ALL are considered

A. "Economic Impact of regulation on claimant" - the economic impact of the City action in this case has been "devastating." The Landowner has had to carry the property to a cost of ***"at least"*** $200,000 per month. The Landowner cannot continue to carry the property and the delay has caused nearly the entire elimination of the potential to develop the property. Any further delay will result in an entire loss of the potential to develop.

B. "Interference with Investment Backed Expectations" - the Landowner has investment backed expectations. The investment backed expectations are real - he has the funds, he has the plans, and he is ready, willing, and able to develop the property and the City is prohibiting the

Submitted at City Council
Date 6/21/17 Item 130
By: STEPHANIE ALLEN

Landowner from developing this property that already has vested rights to develop.

C. "Character of the Government Actions" - the City's actions in delaying this matter and simply refusing to approve the development has no rational basis. The City has provided no good reason to prohibit development. The City over the past 18 months has entered into a continual pattern of unreasonable delay without any rational basis other than delay itself.

4. "Direct and Substantial Impact" - the City's actions to date have had a "direct and substantial impact" on the Landowner. He is carrying the property at a cost of "at least" $200,000 per month. The property has sat idle without producing income for 27 months.

A. Imposed engineering costs;
B. Survey Costs
C. Huge value of manpower
D. Attorney Fees

Note: - add any other ways the City action has had a direct and substantial impact on the Landowner.

5. "Taken steps that directly and substantially interfere with the owners rights to the extent that it renders the landowner's property unusable or valueless to the owner." - The City's action in refusing to approve the development and continually delaying has so substantially interfered with the landowners rights that it has rendered the property unusable and valueless to the owner. This can be seen in the fact that the landowner has not been able to develop the property.

- There is no way the property can be sold
- There is no way further loans can be obtained on the property - no lender will lend on property that the City will prevent from being developed.

- The City has created a de facto "blight" that has prohibited all use of the Landowners' Property.

- The City has rendered the Landowners' property "unusable in the open market"

- The City has "severely limited" and "entirely prohibited" all use of the property.

- Refusing to approve and delays have substantially interfered with landowners rights - rendered it unsalable and valueless.

Exhibit 87

FLOOD DRAINAGE CONTROL

1. An On-Site Drainage Agreement was entered into between the Developers and the City of Las Vegas on June 12, 1995 granting an 80 foot wide flood drainage easement over the entire 18 hole Badlands Golf Course. It was recorded in Book 950814, Instrument 01303.

2. An 80 foot wide City of Las Vegas Drainage Easement was recorded in Book 950928, Instrument 00846 on August 14, 1995 granting an 80 foot wide Drainage Easement through the entire 18 hole Badlands Golf Course. The land upon which the golf course 18 holes was built was designated Lot 5 of Peccole West. A map of the recorded Drainage Easement was subsequently recorded on December 5, 1996 in Book 921205, Instrument 00142 of Records and also as Book 77 Page 23 of Plats. The map showed the 80 foot wide drainage easement throughout the 18 hole Badlands Golf Course.

3. On March 30, 1998 a map was recorded showing a flood drainage easement that was granted on the entire added 9 holes. The 9 holes was designated as Lot 21 of the Peccole West Lot 10. The map states: "Lot 21 is a Public Drainage Easement Hereby Granted To Be Privately Maintained. The map shows Lot 21 being designated as a Flood Drainage Easement in its entirety. The map is recorded as Book 980330, Instrument 02877 and as Book 083, Page 0061 of Plats.

THE FLOOD DRAINAGE SYSTEM CANNOT BE CHANGED

The Master Declaration of Covenants, Conditions, Restrictions And Easements For Queensridge (CC&Rs) do not allow the storm drain systems to be changed or to allow any interference with the established drainage pattern over any portion of the Property.

Paragraph 5.2.4 of the May 10, 1996 CC&Rs, page 38, **Drainage: Storm Drain System** states:

"There shall be no interference with the rain gutters, downspouts, or **drainage or storm drain systems originally installed by Declarant or any other interference with the established drainage pattern over any portion of the Property**...

There shall be **no violation of the drainage requirements of the City, County, U.S. Army Corps of Engineers, or State of Nevada Division of Environmental Protection, notwithstanding any such approval of Declarant or the Design Review Committee**."

Submitted by:

Robert N. Peccole

Submitted at City Council
Date 8/2/17 Item 53
By: Jimmy Jimmerson

002783

960530.0024

MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR QUEENSRIDGE

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Master Declaration") is made as of May 10, 1996, by Nevada Legacy 14, LLC, a Nevada limited liability company, ("Declarant"), with reference to the following Recitals and is as follows:

RECITALS:

A. Declarant is the owner of certain real property in the City of Las Vegas, County of Clark, State of Nevada, more particularly described in **Exhibit "A"** attached hereto and incorporated herein. Declarant and Persons affiliated with Declarant, are the owners of additional land more particularly described in **Exhibit "B"** attached hereto ("Annexable Property"). The Annexable Property, or portions thereof, may be made subject to ("annexed to") the provisions of this Master Declaration by the Recordation of a Declaration of Annexation pursuant to the provisions of Section 2.3, below. Reference to "Property" herein shall mean and include both of the real property described in **Exhibit "A"** hereto and that portion of the Annexable Property which may be annexed from time to time in accordance with Section 2.3, below. In no event shall the term "Property" include any portion of the Annexable Property for which a Declaration of Annexation has not been Recorded or which has been deannexed by the recordation of a Declaration of Deannexation pursuant to the provisions of Section 2.4, below.

B. Declarant intends, without obligation, to develop the Property and the Annexable Property in one or more phases as a planned mixed-use common interest community pursuant to Chapter 116 of the Nevada Revised Statutes ("NRS"), which shall contain "non-residential" areas and "residential" areas, which may, but is not required to, include "planned communities" and "condominiums," as such quoted terms are used and defined in NRS Chapter 116. The Property may, but is not required to, include single-family residential subdivisions, attached multi-family dwellings, condominiums, hotels, time share developments, shopping centers, commercial and office developments, a golf course, parks, recreational areas, open spaces, walkways, paths, roadways, drives and related facilities, and any other uses now or hereafter permitted by the Land Use Ordinances which are applicable to the Property. The Maximum Number of Units (defined in Section 1.57, herein) which Declarant reserves the right to create within the

960530.0024

Property unless it is (a) completely concealed so as not to be Visible From Neighboring Property, and (b) approved in writing in accordance with Article IV of this Master Declaration. A master antenna or cable television antenna may, but need not, be provided by Declarant, and Declarant may grant easements for the installation and maintenance of any such master or cable television service. This Section 5.2.1 shall not apply to, nor restrict, master antennae, cable television antennae or head end system for any cable television system installed by Declarant or by a franchised or licensed cable television operator approved by Declarant, or to any other communications facilities installed by Declarant.

5.2.2 Compliance With Laws. Nothing shall be done or kept in, on or about any portion of the Property, or Improvement thereon, except in compliance with all applicable federal, state and local laws, regulations and ordinances (collectively, "laws") including environmental laws.

5.2.3 Construction of Improvements. Except for the Construction Activities of Declarant and as otherwise provided in Article XII and Section 4.4.1, hereof, no Improvements shall be made to any land within the Property nor any Construction Activities conducted thereon without the prior approval of the Design Review Committee as provided in Article IV hereof.

5.2.4 Drainage; Storm Drain System. There shall be no interference with the rain gutters, downspouts, or drainage or storm drain systems originally installed by Declarant or any other interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision, previously approved in writing by the Declarant and the Design Review Committee is made for proper drainage. For purposes hereof, "established" drainage is defined as the drainage pattern and drainage Improvements which exist at the time such portion of the Property is conveyed by Declarant or a Builder to an Owner, by the Declarant to the Association, or by Declarant or a Builder to a Project Association, or as modified in accordance with plans approved by the Declarant until Declarant's DRC Appointment Rights Termination Date or, thereafter, by the Design Review Committee. There shall be no violation of the drainage requirements of the City, County, U.S. Army Corps of Engineers, or State of Nevada Division of Environmental Protection, notwithstanding any such approval of Declarant or the Design Review Committee.

5.2.5 Entrance Gates. Except for those entrance gates constructed by Declarant, or constructed by a Builder pursuant to Development Covenants between Declarant and such Builder, no entrance gate on any portion of the Property which is

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."

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)." *Falcke 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, Rezonings, 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

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[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.

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[10] http://www.sustainablecitiesinstitute.org/topics/land-use-and-planning/urban-infill-and-brownfields-redevelopment.

[11] *Id.*

(e) Page 8 refers to streets and Paseo's 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

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[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 South***west*** 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.

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[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.

LAS VEGAS VALLEY
WATER DISTRICT

1001 South Valley View Boulevard
Las Vegas, NV 89153
(702) 820-2611 • lvvwd.com

August 1, 2017

The Honorable Steven G. Seroka
Las Vegas City Council
495 South Main Street
Las Vegas, NV 89101

Dear Councilman Seroka:

Thank you for your inquiry regarding development activities adjacent to the El Capitan Reservoir. The Las Vegas Valley Water District ("District") owns approximately 10 acres of land on the west side of Rampart Blvd just north of Charleston Blvd. The property currently accommodates the District's El Capitan Reservoir ("Site") which, generally, is the source of water for consumption and fire protection in the area bounded by Flamingo Road on the south, Moccassin Road on the north, Durango Drive on the east and Hualapai Way on the west. Further, the pumping station located at the Site is used to serve water to residents west of Hualapai Way all the way to the western edge of development in Summerlin. In 1996, the District's Board of Directors ("Board") approved a 40-foot wide easement grant on the northern perimeter of the Site in favor of the William and Wanda Peccole 1982 Trust, then owners of the Badlands Golf Course property. The easement is limited to construction, operation and maintenance of a paved access roadway to the golf course maintenance yard, block wall and landscaping ("Badland's Maintenance Easement").

In December of 2015, the District's Engineering Services Department received a request from an engineering firm representing the owner and redeveloper of the Badlands Golf Course ("Developer") regarding the possible purchase of that portion of the Site currently subject to the Badland's Maintenance Easement as well as an additional 20 feet on the north side of the existing Badland's Maintenance Easement. The Developer's representative indicated that the Golf Course would be redeveloped with residential and that the property would be used to provide additional access to the redeveloped Golf Course.

The District reviewed the proposal internally and determined that the Site, including the area subject to the Badland's Maintenance Easement, is critical to the operations, maintenance and expansion of existing facilities. Security of existing facilities is an important issue in protecting the health and welfare of our customers. The District believes an additional roadway encroachment on the Site would compromise the level of security required for our reservoirs and adversely impact critical water utility operations. Consequently, it is the District's position that no portion of the Site should be disposed of or further encumbered.

Sincerely,

Julie A. Wilcox
Deputy General Manager, Administration

Submitted at City Council
Date 8/2/17 Item 53
By: Steve Seroka

002808

Intentionally left blank

Exhibit 88

June 28, 2016

Mr. Victor Bolanos
Sr. Engineering Associate – Transportation Planning
City of Las Vegas Public Works Department
333 North Rancho Drive
Las Vegas, Nevada 89106

Reasons for Access Points off Hualapai Way and Rampart Blvd.

Dear Mr. Bolanos,

We are requesting approval for access points at Hualapai Way (parcel #138-31-201-005 and 138-31-702-003) and Rampart Blvd. (parcel # 138-32-301-005).

The access points for Hualapai Way are necessary for the service operations and ingress/egress of, but not limited to, the trucks and equipment required for the tree and plant cutting, removal of related debris and soil testing equipment.

The access point for Rampart Blvd. is necessary for the service operations and ingress/egress of, but not limited to, the trucks and equipment required for the tree and plant cutting, removal of related debris and soil testing equipment. Additionally, the bridge from the clubhouse access will not support the weight of the trucks and equipment required. We have an entitlement for this related parcel which will provide us service access for that property.

Please see the attached exhibit for the location of these access points.

Thank you for your consideration.

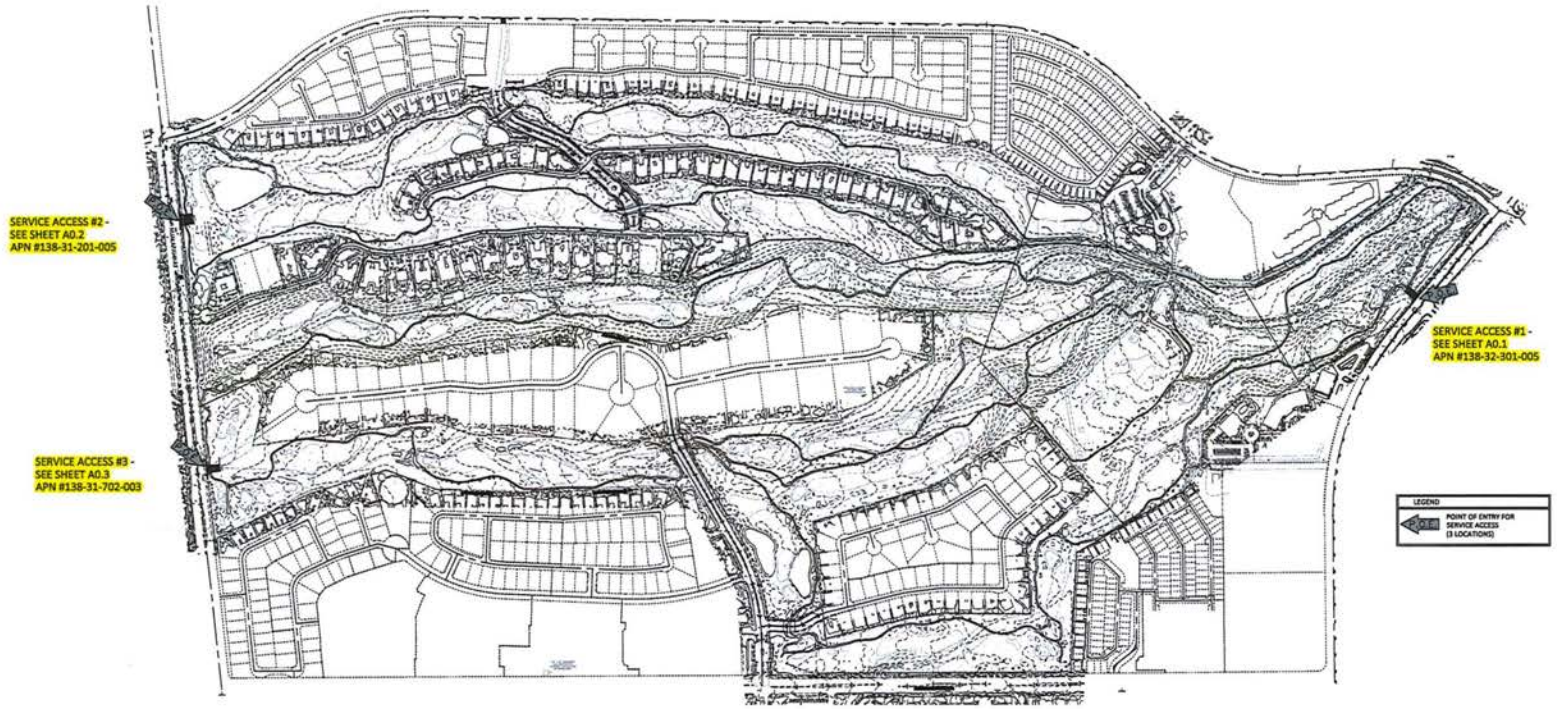
Sincerely yours,

Mark Colloton, Architect,
180 Land Co LLC and Seventy Acres LLC

p 702-940-6930 f 702-940-6931 1215 S. Fort Apache Drive, Suite 120 Las Vegas, NV 89117 **ehbcompanies.com**

SERVICE ACCESS PLAN

PARCEL NO.:	138-32-301-005 (17.49 AC)	PARCEL NO.:	138-31-801-002 (11.28 AC)	PARCEL NO.:	138-31-601-008 (22.19 AC)
OWNER NAME:	SEVENTY ACRES LLC	OWNER NAME:	180 LAND CO. LLC	OWNER NAME:	180 LAND CO. LLC
PARCEL NO.:	138-32-301-007 (47.59 AC)	PARCEL NO.:	138-31-702-004 (33.8 AC)	PARCEL NO.:	138-31-201-005 (34.07 AC)
OWNER NAME:	SEVENTY ACRES LLC	OWNER NAME:	180 LAND CO. LLC	OWNER NAME:	180 LAND CO. LLC
PARCEL NO.:	138-31-801-003 (5.44 AC)	PARCEL NO.:	138-31-702-003 (76.93 AC)	PARCEL NO.:	138-31-712-004 (0.22 AC)
OWNER NAME:	SEVENTY ACRES LLC	OWNER NAME:	180 LAND CO. LLC	OWNER NAME:	180 LAND CO. LLC



OVERALL PLAN SERVICE ACCESS

CONTRACTOR: LEVEL CM
1215 S. FORT APACHE RD SUITE #150
LAS VEGAS, NV 89117
PH. 702-940-6930

SEVENTY ACRES LLC and 180 LAND CO. LLC

No. | Description | Date

PROJECT NAME
SERVICE ACCESS PLAN

PROJECT NO.

ISSUE DATE 2017-06-28

A0.0

SCALE 1" = 300'-0"

002811

LO 00002360

RA 02609

002812

LO 00002361

RA 02610

No.	Description	Date
1	DELETE CHAIN-LINK FENCE ALONG HUALAPAI	2017-07-17

SEVENTY ACRES LLC
and
180 LAND CO, LLC

CONTRACTOR:
LEVEL CM
1215 S. FORT APACHE RD SUITE #120
LAS VEGAS, NV 89117
PH. 702-940-6930

PROJECT NAME: SERVICE ACCESS PLAN
PROJECT NO.
ISSUE DATE: 2017-05-26
A0.2
SCALE: 1" = 40'-0"

002813

LO 00002362

RA 02611

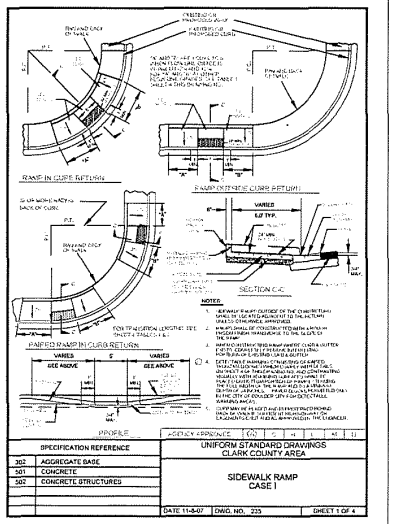
SCALE 1" = 40'-0"	A0.3		ISSUE DATE 2017-06-28	PROJECT NO.	PROJECT NAME SERVICE ACCESS PLAN	No. / Description / Date	SEVENTY ACRES LLC and 180 LAND CO. LLC

CONTRACTOR:
LEVEL CM
1215 S. FORT APACHE RD SUITE #120
LAS VEGAS, NV 89117
PH. 702-940-6930

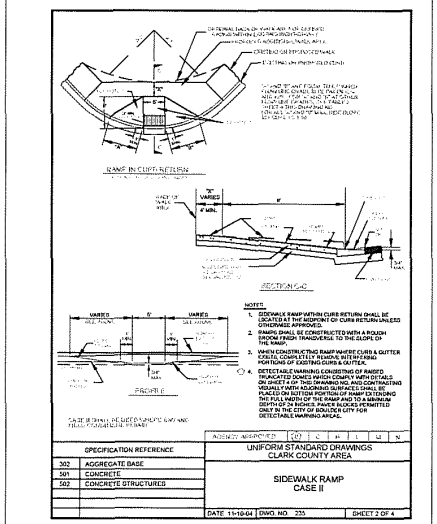
002814

LO 00002363

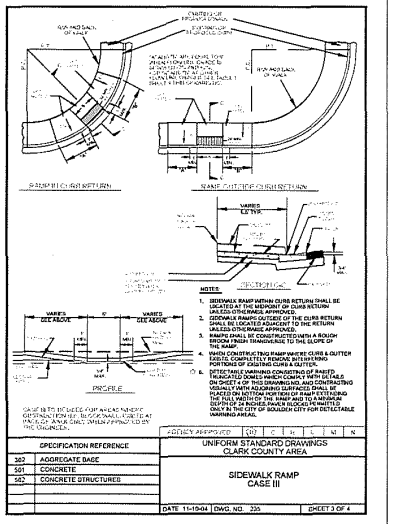
RA 02612



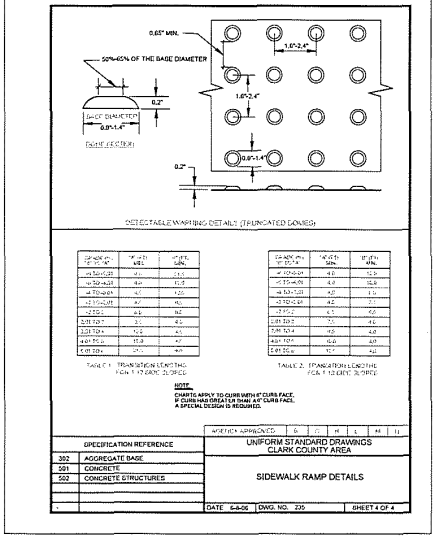
SPECIFICATION REFERENCE	UNIFORM STANDARD DRAWINGS CLARK COUNTY AREA
302 AGGREGATE BASE	SIDEWALK RAMP CASE I
501 CONCRETE	
502 CONCRETE STRUCTURES	
DATE 11-8-07	DWG. NO. 235 SHEET 1 OF 4



SPECIFICATION REFERENCE	UNIFORM STANDARD DRAWINGS CLARK COUNTY AREA
302 AGGREGATE BASE	SIDEWALK RAMP CASE II
501 CONCRETE	
502 CONCRETE STRUCTURES	
DATE 11-10-04	DWG. NO. 235 SHEET 2 OF 4



SPECIFICATION REFERENCE	UNIFORM STANDARD DRAWINGS CLARK COUNTY AREA
302 AGGREGATE BASE	SIDEWALK RAMP CASE III
501 CONCRETE	
502 CONCRETE STRUCTURES	
DATE 11-10-04	DWG. NO. 235 SHEET 3 OF 4



SPECIFICATION REFERENCE	UNIFORM STANDARD DRAWINGS CLARK COUNTY AREA
302 AGGREGATE BASE	SIDEWALK RAMP DETAILS
501 CONCRETE	
502 CONCRETE STRUCTURES	
DATE 6-8-06	DWG. NO. 235 SHEET 4 OF 4

DETAILS

CONTRACTOR:
LEVEL CM
1215 S. FORT APACHE RD SUITE #120
LAS VEGAS, NV 89117
PH. 702-940-9930

SEVENTY ACRES LLC
and
180 LAND CO. LLC

No.	Description	Date

PROJECT NAME
SERVICE ACCESS PLAN

PROJECT NO.

ISSUE DATE 2017-06-28

A0.4

SCALE 1" = 40'-0"

002815

LO 00002364

RA 02613

Exhibit 89

VIA CERTIFIED MAIL

August 24, 2017

Seventy Acres, LLC
Attn: Ms. Vickie Dehart
120 S. Fort Apache Rd., Suite 120
Las Vegas, NV 89117

Re: L17-00198

Dear Ms. Dehart:

Through the various public hearings and subsequent debates concerning development on the subject site I have determined, pursuant to Las Vegas Municipal Code (LVMC) 19.16.100(C)(1)(b), that any development on this site has the potential to have significant impact on the surrounding properties and as such may require a Major Review.

After reviewing the permit submitted (L17-00198) for perimeter wall modifications and controlled access gates on the subject site, I have determined that the proximity to adjacent properties has the potential to have significant impact on the surrounding properties. As such, the Minor Development Review (Building Permit Level Review) is denied and an application for a Major Review will be required pursuant to LVMC 19.16.100(G)(1)(b).

Please coordinate with the Department of Planning for the submittal of a Major Site Review.

Thank you.

Robert Summerfield, AICP
Acting Director
Department of Planning

RS:me

COPY

DEPARTMENT OF PLANNING
333 N. Rancho Drive | 3rd Floor | Las Vegas, NV 89106 | 702.229.6301 | FAX 702.474.0352 | TTY 7-1-1

Exhibit 91

COPY

DEPARTMENT OF BUILDING & SAFETY

APPLICATION FOR WALLS, FENCES, OR RETAINING WALLS SINGLE LOT ONLY

333 North Rancho Drive, Las Vegas NV 89106-3703

Phone: (702) 229-6251 Fax: (702) 382-1240

DATE: 8/10/17

APPLICATION/PROJECT # (CLV Use Only): C17-01047 VALUATION: $ 2980.00

PROJECT ADDRESS: 721 S. Rampart Blvd

OWNERS NAME: 180 Land Co LLC

PROJECT/BUSINESS NAME: Badlands Golf Course Pond

RECORDED SUBDIVISION: Parcel Map File 121 Page 100

CONTRACTOR: American Fence Co APPLICANT SIGNATURE:

CONTACT PHONE #: 702-399-2669 FAX #: 702-649-4565 E-MAIL: laurie.peters@americanfence.com

☒ COMMERCIAL ☐ SINGLE FAMILY RESIDENCE CONTRACTOR LICENSE # 0037023 & 0037024

■ NEW WALL FENCE ☐ ADDING COURSES TO EXISTING (ENGINEERING REQUIRED)

☐ SNBO CLV DESIGN "MASONRY FENCES"(B-100) ☐ ENGINEERED DESIGN "MASONRY WALL"

FRONT		REAR		RETURN		RIGHT SIDE		LEFT SIDE	
LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT

☐ SNBO CLV DESIGN "RETAINING WALLS"(B-100) ☐ ENGINEERED DESIGN "RETAINING WALL"

FRONT		REAR		RETURN		RIGHT SIDE		LEFT SIDE	
LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT

■ CHAIN LINK ☐ CONCRETE ☐ ORNAMENTAL IRON ☐ SOLID WOOD ☐ WOOD PICKET

☐ OTHER (DESCRIPTION)

FRONT		REAR		RETURN		RIGHT SIDE		LEFT SIDE	
LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT
1554	6'								

PERMIT FEES $

Revised 02 05 09, 07/14/11,02/26/2015 jk: Wall Application Single Lot

Southern Nevada GIS – OpenWeb Info Mapper

The MAPs and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 8/9/2017

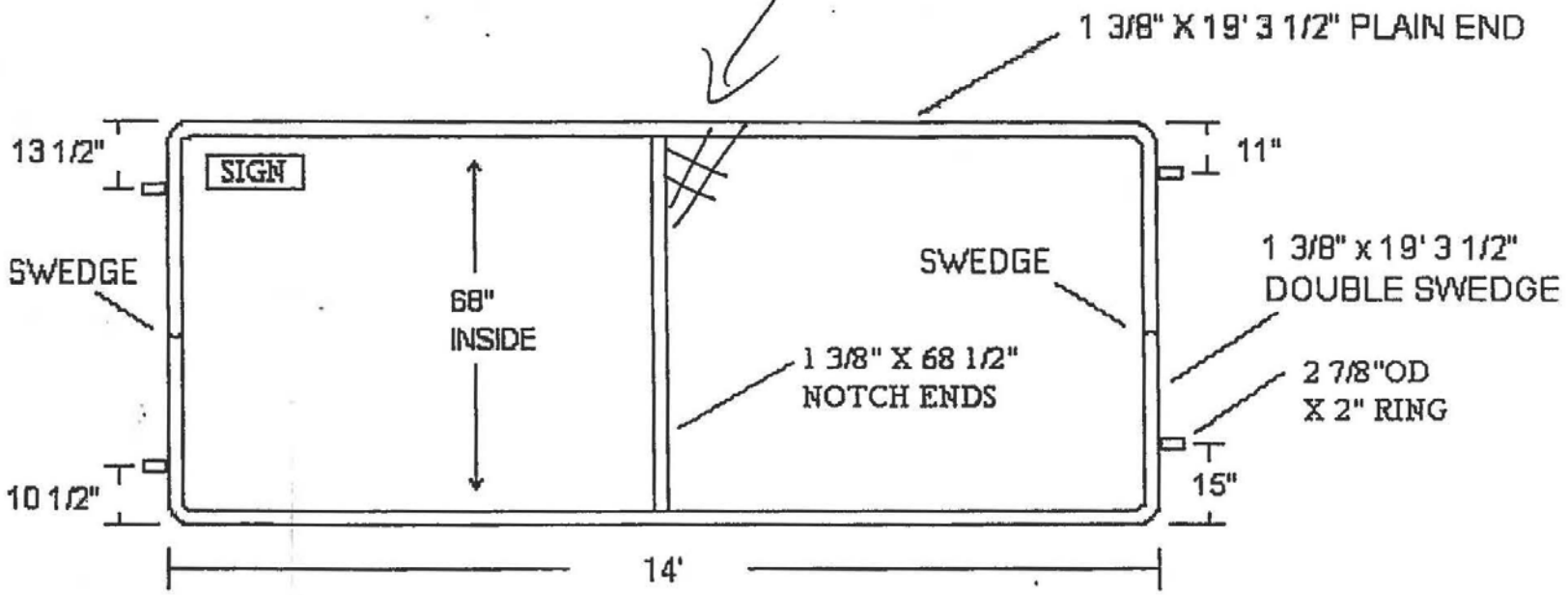
Property Information			
Parcel:	138-31-702-004		
Owner Name(s):	180 LAND CO L L C		
Site Address:			
Jurisdiction:	Las Vegas - 89145		
Zoning Classification:	Residential Planned Deveopment District (R-PD7)		
Misc Information			
Subdivision Name:	PARCEL MAP FILE 121 PAGE 100		
Lot Block:	Lot:4 Block:	Construction Year:	Construction Year:
Sale Date:	Not Available	T-R-S:	20-60-31
Sale Price:	Not Available	Census Tract:	3226
Recorded Doc Number:	20151116 00000238	Estimated Lot Size:	Estimated Lot Size: 33.8
Flight Date:	Aerial Flight Date: 03/19/2016		
Elected Officials			
Commission District:	C - LARRY BROWN (D)	City Ward:	2 - STEVE SEROKA
US Senate:	Dean Heller, Catherine Cortez-Masto	US Congress:	3 - JACKY ROSEN (D)
State Senate:	8 - PATRICIA FARLEY (N)	State Assembly:	2 - JOHN HAMBRICK (R)
School District:	E - LOLA BROOKS	University Regent:	7 - MARK DOUBRAVA
Board of Education:	3 - FELICIA ORTIZ	Minor Civil Division:	Las Vegas

002824 LO 00002347

RA 02619

RAF PANELS - BENT CORNERS

2 3/8" CHAIN LINK DIAMOND OPENINGS



FABRIC - 68" KNUCKLE / KNUCKLE - INSIDE OF FRAME
WRAP ALL 4 SIDES:
EVERY DIAMOND ON SIDES
EVERY OTHER DIAMOND ON TOP & BOTTOM

VIA CERTIFIED MAIL

August 24, 2017

American Fence Company, Inc.
Attn: Ms. Laurie Peters
4230 Losee Rd.
North Las Vegas, NV 89030

Re: C17-01047

Dear Ms. Peters:

Through the various public hearings and subsequent debates concerning development on the subject site, I have determined, pursuant to Las Vegas Municipal Code (LVMC) 19.16.100(C)(1)(b), that any development on this site has the potential to have significant impact on the surrounding properties and as such may require a Major Review.

After reviewing the permit submitted (C17-01047) for chain link fencing to enclose two water features/ponds on the subject site, I have determined that the proximity to adjacent properties has the potential to have significant impact on the surrounding properties. As such, the Minor Development Review (Building Permit Level Review) is denied and an application for a Major Review will be required pursuant to LVMC 19.16.100(G)(1)(b).

Please coordinate with the Department of Planning for the submittal of a Major Site Review.

Thank you.

Robert Summerfield, AICP
Acting Director
Department of Planning

RS:me

cc: 180 Land Co., LLC
Attn: Vickie Dehart
1215 S. Fort Apache Rd, Suite 120
Las Vegas, NV 89117

COPY

City of Las Vegas Development Services

Permit: C17-01047 - Commercial Building Permit (Com)

Project Name: BADLANDS GOLF COURSE POND

Project Information

Key Number	872181
Current Status	In Review
Application Received	08/10/2017
Project Name	BADLANDS GOLF COURSE POND
Address	721 S RAMPART BLVD
Type of Work	Wall Fence
Unpaid Fees	$431.00
Expiration Date	02/06/2018
Scope of Work	NEW CHAIN LINK FENCE

City of Las Vegas Development Services

Permit: C17-01047 - Commercial Building Permit (Com)

Project Name: BADLANDS GOLF COURSE POND

Applicant
Contact
AMERICAN FENCE COMPANY, INC. (Primary)
SEVENTY ACRES L L C

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

City of Las Vegas Development Services

Permit: C17-01047 - Commercial Building Permit (Com)

Project Name: BADLANDS GOLF COURSE POND

Review Info						
Review Type	**Review #**	**Plan Submittal Date to City**	**City Review Start Date**	**City Review Completion Date**	**City Plans Reviewer**	**Review Result**
Case & Public Planning	1	08/10/2017	08/24/2017	08/24/2017	GEBEKE	**Awaiting Applicant Response**
Comments	Through the various public hearings and subsequent debates concerning development on the subject site the Director has determined, pursuant to Las Vegas Municipal Code (LVMC) 19.16.100(C)(1)(b), that any development on this site has the potential to have significant impact on the surrounding properties and as such may require a Major Review. After reviewing the permit submitted (C17-01047) for chain link fencing to enclose two water features/ponds on the subject site, the Director has determined that the proximity to adjacent properties has the potential to have significant impact on the surrounding properties. As such, the Minor Development Review (Building Permit Level Review) is denied and an application for a Major Review will be required pursuant to LVMC 19.16.100(G)(1)(b). Please coordinate with the Department of Planning for the submittal of a Major Site Review. Thank you.					
Land Development	1	08/10/2017				
Tech Review	1	08/10/2017	**08/25/2017**	08/25/2017	STORLA JR	**Awaiting Applicant Response**
Comments	Customer left with plans					

The information displayed on this website is for informational purposes only and should not be relied upon as an official record. For additional information, contact Building and Safety at 702-229-6251

Exhibit 92

VIA CERTIFIED MAIL

August 24, 2017

American Fence Company, Inc.
Attn: Ms. Laurie Peters
4230 Losee Rd.
North Las Vegas, NV 89030

Re: C17-01047

Dear Ms. Peters:

Through the various public hearings and subsequent debates concerning development on the subject site, I have determined, pursuant to Las Vegas Municipal Code (LVMC) 19.16.100(C)(1)(b), that any development on this site has the potential to have significant impact on the surrounding properties and as such may require a Major Review.

After reviewing the permit submitted (C17-01047) for chain link fencing to enclose two water features/ponds on the subject site, I have determined that the proximity to adjacent properties has the potential to have significant impact on the surrounding properties. As such, the Minor Development Review (Building Permit Level Review) is denied and an application for a Major Review will be required pursuant to LVMC 19.16.100(G)(1)(b).

Please coordinate with the Department of Planning for the submittal of a Major Site Review.

Thank you,

Robert Summerfield, AICP
Acting Director
Department of Planning

RS:me

cc: 180 Land Co., LLC
Attn: Vickie Dehart
1215 S. Fort Apache Rd, Suite 120
Las Vegas, NV 89117

Exhibit 93

June 28, 2017

Mr. Yohan Lowie
180 Land Company, LLC
1215 South Fort Apache Road, Suite #120
Las Vegas, Nevada 89117

RE: ABEYANCE ITEM – TMP-68482 - TENTATIVE MAP - PUBLIC HEARING CITY COUNCIL MEETING OF JUNE 21, 2017

Dear Mr. Lowie:

Your request for a Tentative Map FOR A 61-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 34.07 acres at the southeast corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page 100 of Parcel Maps on file at the Clark County Recorder's Office; formerly a portion of APN 138-31-702-002), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Beers) [PRJ-67184] , was considered by the City Council on June 21, 2017.

The City Council voted to **DENY** your request due to significant public opposition to the proposed development, concerns over the impact of the proposed development on surrounding residents, and concerns on piecemeal development of the Master Development Plan area rather than a cohesive plan for the entire area.

The Notice of Final Action was filed with the Las Vegas City Clerk on June 22, 2017.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Ms. Cindie Gee
GCW, Inc.
1555 South Rainbow Boulevard
Las Vegas, Nevada 89146

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011
TTY 711
cityoflasvegas
lasvegasnevada.gov

June 28, 2017

Mr. Yohan Lowie
180 Land Company, LLC
1215 South Fort Apache Road, Suite #120
Las Vegas, Nevada 89117

RE: ABEYANCE ITEM – SDR-68481 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING
CITY COUNCIL MEETING OF JUNE 21, 2017

Dear Mr. Lowie:

Your request for a Site Development Plan Review FOR A PROPOSED 61-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 34.07 acres at the southeast corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page 100 of Parcel Maps on file at the Clark County Recorder's Office; formerly a portion of APN 138-31-702-002), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Beers) [PRJ-67184], was considered by the City Council on June 21, 2017.

The City Council voted to **DENY** your request due to significant public opposition to the proposed development, concerns over the impact of the proposed development on surrounding residents, and concerns on piecemeal development of the Master Development Plan area rather than a cohesive plan for the entire area.

The Notice of Final Action was filed with the Las Vegas City Clerk on June 22, 2017.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Ms. Cindie Gee
GCW, Inc.
1555 South Rainbow Boulevard
Las Vegas, Nevada 89146

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011
TTY 711
cityoflasvegas
lasvegasnevada.gov

June 28, 2017

Mr. Yohan Lowie
180 Land Company, LLC
1215 South Fort Apache Road, Suite #120
Las Vegas, Nevada 89117

RE: ABEYANCE ITEM – WVR-68480 - WAIVER - PUBLIC HEARING
CITY COUNCIL MEETING OF JUNE 21, 2017

Dear Mr. Lowie:

Your request for a Waiver TO ALLOW 32-FOOT PRIVATE STREETS WITH A SIDEWALK ON ONE SIDE WHERE 47-FOOT PRIVATE STREETS WITH SIDEWALKS ON BOTH SIDES ARE REQUIRED WITHIN A PROPOSED GATED RESIDENTIAL DEVELOPMENT on 34.07 acres at the southeast corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page 100 of Parcel Maps on file at the Clark County Recorder's Office; formerly a portion of APN 138-31-702-002), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Beers) [PRJ-67184], was considered by the City Council on June 21, 2017.

The City Council voted to **DENY** your request due to significant public opposition to the proposed development, concerns over the impact of the proposed development on surrounding residents, and concerns on piecemeal development of the Master Development Plan area rather than a cohesive plan for the entire area.

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Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Ms. Cindie Gee
GCW, Inc.
1555 South Rainbow Boulevard
Las Vegas, Nevada 89146

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011
TTY 711
cityoflasvegas
lasvegasnevada.gov

June 28, 2017

Mr. Yohan Lowie
180 Land Company, LLC
1215 South Fort Apache Road, Suite #120
Las Vegas, NV 89117

RE: ABEYANCE ITEM – GPA-68385 – GENERAL PLAN AMENDMENT – PUBLIC HEARING - CITY COUNCIL MEETING OF JUNE 21, 2017

Dear Mr. Lowie:

Your request for a General Plan Amendment FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO: L (LOW DENSITY RESIDENTIAL) on 166.99 acres at the southeast corner of Alta Drive and Hualapai Way (APN 138-31-702-002), Ward 2 (Beers) [PRJ-67184], was considered by the City Council on June 21, 2017.

The City Council voted to **DENY** your request due to significant public opposition to the proposed development, concerns over the impact of the proposed development on surrounding residents, and concerns on piecemeal development of the Master Development Plan area rather than a cohesive plan for the entire area.

The Notice of Final Action was filed with the Las Vegas City Clerk on June 22, 2017.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Ms. Cindie Gee
GCW, Inc.
1555 South Rainbow Boulevard
Las Vegas, Nevada 89146

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011
TTY 711
cityoflasvegas
lasvegasnevada.gov

Exhibit 94

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CLERK OF THE COURT

DECL
James J. Jimmerson, Esq.
Nevada State Bar No. 00264
JIMMERSON LAW FIRM, P.C.
415 South 6th Street, Suite 100
Las Vegas, Nevada 89101
Telephone: (702) 388-7171
Facsimile: (702) 380-6422
Email: jjj@jimmersonlawfirm.com
Attorneys for Fore Stars, Ltd., 180 Land Co., LLC and Seventy Acres, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

JACK B. BINION, an individual; DUNCAN R. and IRENE LEE, individuals and Trustees of the LEE FAMILY TRUST; FRANK A. SCHRECK, an individual; TURNER INVESTMENTS, LTD., a Nevada Limited Liability Company; ROGER P. and CAROL YN G. WAGNER, individuals and Trustees of the WAGNER FAMILY TRUST; BETTY ENGLESTAD AS TRUSTEE OF THE BETTY ENGLESTAD TRUST; PYRAMID LAKE HOLDINGS, LLC.; JASON AND SHEREEN AWAD AS TRUSTEES OF THE AWAD ASSET PROTECTION TRUST; THOMAS LOVE AS TRUSTEE OF THE ZENA TRUST; STEVE AND KAREN THOMAS AS TRUSTEES OF THE STEVE AND KAREN THOMAS TRUST; SUSAN SULLIVAN AS TRUSTEE OF THE KENNETH J.SULLIVAN FAMILY TRUST, AND DR. GREGORY BIGLER AND SALLY BIGLER

Plaintiffs,

vs.

FORE STARS, LTD., a Nevada Limited Liability Company; 180 LAND CO., LLC, a Nevada Limited Liability Company; SEVENTY ACRES, LLC, a Nevada Limited Liability Company; and THE CITY OF LAS VEGAS,

Defendants.

CASE NO. A-15-729053-B

DEPT. NO. XXVII

Courtroom #3A

DECLARATION OF VICKIE DEHART

THE JIMMERSON LAW FIRM, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 388-7171 - Facsimile (702) 387-1167

DECLARATION OF VICKIE DEHART

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

VICKIE DEHART, declares, alleges and states as follows:

1. I am one of the Managers of Defendants in this matter. I have personal knowledge of all matters contained herein, and am competent to testify thereto, except for those matter stated on information and belief, and to those matters, I believe them to be true. I make this Declaration in support of Defendants' DEFENDANTS FORE STARS, LTD., 180 LAND CO., LLC AND SEVENTY ACRES, LLC'S REPLY in support of MOTION TO DISMISS FIRST AMENDED COMPLAINT and OPPOSITION TO COUNTERMOTION UNDER NRCP 56(f).

2. On or about December 29, 2015, Mr. Schreck bragged that his group is "politically connected" and could stop the development plans for the Land from moving forward. Mr. Schreck accused us of having "colluded" with the City, threatened to go to the newspaper, and declared that we needed to understand how powerful Schreck's group is. It was then that Mr. Schreck openly revealed that he wanted 180 acres, with valuable water rights deeded to him and his group, and only then would they "allow" us to develop the remainder of the Land. When Mr. Schreck was asked what he wanted to pay for the 180 acres and water rights, Schreck said "not a penny." This attempt at extortion was promptly reported to the FBI.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

VICKIE DEHART

CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b)(2)(D) and E.D.C.R. 8.05, I certify that on this day, I caused a true and correct copy of the foregoing ***Declaration of Vickie Dehart*** to be filed and e-served via the Court's Wiznet E-Filing system on the parties listed below. The date and time of the electronic proof of service is in place of the date and place of deposit in the mail.

Todd L. Bice, Esq.
Dustun H. Holmes, Esq.
Pisanelli Bice, PLLC
400 South 7th Street, Suite 300
Las Vegas, NV 89101
Counsel for Plaintiffs

Bradford R. Jerbic, Esq.
Jeffry M. Dorocak, Esq.
495 South Main Street
Sixth Floor
Las Vegas, Nevada 89101
Attorneys for the City of Las Vegas

AN EMPLOYEE OF THE JIMMERSON LAW FIRM, P.C.

Exhibit 106

CITY COUNCIL MEETING OF

MAY 16, 2018

VERBATIM TRANSCRIPT – AGENDA ITEMS 71 AND 74-83

ITEM 71 - For Possible Action - Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

Agenda Item 71, for possible action, any items Council, Staff and/or applicant wish to be stricken, tabled, withdrawn, held in abeyance to a future meeting may be brought forward and acted upon at this time.

ITEM 74 - GPA-72220 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC - For possible action on a request for a General Plan Amendment FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL) on 132.92 acres on the east side of Hualapai Way, approximately 830 feet north of Charleston Boulevard (APNs 138-31-601-008; and 138-31-702-003 and 004), Ward 2 (Seroka) [PRJ-72218]. The Planning Commission vote resulted in a tie, which is tantamount to a recommendation of DENIAL. Staff recommends APPROVAL.

ITEM 75 - WVR-72004 - ABEYANCE ITEM - WAIVER - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on a request for a Waiver TO ALLOW 40-FOOT PRIVATE STREETS WITH NO SIDEWALKS WHERE 47-FOOT PRIVATE STREETS WITH FIVE-FOOT SIDEWALKS ON BOTH SIDES ARE REQUIRED WITHIN A PROPOSED GATED RESIDENTIAL DEVELOPMENT on a portion of 71.91 acres on the north side of Verlaine Court, east of Regents Park Road (APN 138-31-601-008; 138-32-202-001; 138-32-210-008; and 138-32-301-007), R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) Zones, Ward 2 (Seroka) [PRJ-71990]. The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL.

ITEM 76 - SDR-72005 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO WVR-72004 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND

CO, LLC, ET AL - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 75-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on a portion of 71.91 acres on the north side of Verlaine Court, east of Regents Park Road (APNs 138-31-601-008; 138-32-202-001; 138-32-210-008; and 138-32-301-007), R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) Zones, Ward 2 (Seroka) [PRJ-71990]. The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL.

ITEM 77 - TMP-72006 - ABEYANCE ITEM - TENTATIVE MAP RELATED TO WVR-72004 AND SDR-72005 - PARCEL 2 @ THE 180 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC - For possible action on a request for a Tentative Map FOR A 75-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 22.19 acres on the north side of Verlaine Court, east of Regents Park Road (APN 138-31-601-008), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Seroka) [PRJ-71990]. The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL.

ITEM 78 - WVR-72007 - ABEYANCE ITEM - WAIVER - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on a request for a Waiver TO ALLOW 40-FOOT PRIVATE STREETS WITH NO SIDEWALKS WHERE 47-FOOT PRIVATE STREETS WITH FIVE-FOOT SIDEWALKS ON BOTH SIDES ARE REQUIRED on a portion of 126.65 acres on the east side of Hualapai Way, approximately 830 feet north of Charleston Boulevard (APN 138-31-702-003; 138-32-202-001; 138-32-210-008; and 138-32-301-007), R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) Zones, Ward 2 (Seroka) [PRJ-71991]. The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL.

ITEM 79 - SDR-72008 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO WVR-72007 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND

CO, LLC, ET AL - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 106-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on a portion of 126.65 acres on the east side of Hualapai Way, approximately 830 feet north of Charleston Boulevard (APNs 138-31-702-003; 138-32-202-001; 138-32-210-008; and 138-32-301-007), R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) Zones, Ward 2 (Seroka) [PRJ-71991]. The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL.

ITEM 80 - TMP-72009 - ABEYANCE ITEM - TENTATIVE MAP RELATED TO WVR-72007 AND SDR-72008 - PARCEL 3 @ THE 180 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC - For possible action on a request for a Tentative Map FOR A 106-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 76.93 acres on the east side of Hualapai Way, approximately 830 feet north of Charleston Boulevard (APN 138-31-702-003), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Seroka) [PRJ-71991]. The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL.

ITEM 81 - WVR-72010 - ABEYANCE ITEM - WAIVER - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on a request for a Waiver TO ALLOW 40-FOOT PRIVATE STREETS WITH NO SIDEWALKS WHERE 47-FOOT PRIVATE STREETS WITH FIVE-FOOT SIDEWALKS ON BOTH SIDES ARE REQUIRED WITHIN A PROPOSED GATED RESIDENTIAL DEVELOPMENT on a portion of 83.52 acres on the east side of Palace Court, approximately 330 feet north of Charleston Boulevard (APN 138-31-702-004; 138-32-202-001; 138-32-210-008; and 138-32-301-007), R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) Zones, Ward 2 (Seroka) [PRJ-71992]. The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL.

ITEM 82 - SDR-72011 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO WVR-72010 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 53-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on a portion of 83.52 acres on the east side of Palace Court, approximately 330 feet north of Charleston Boulevard (APNs 138-31-702-004; 138-32-202-001; 138-32-210-008; and 138-32-301-007), R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) Zones, Ward 2 (Seroka) [PRJ-71992]. The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL.

ITEM 83 - TMP-72012 - ABEYANCE ITEM - TENTATIVE MAP RELATED TO WVR-72010 AND SDR-72011 - PARCEL 4 @ THE 180 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC - For possible action on a request for a Tentative Map FOR A 53-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 33.80 acres on the east side of Palace Court, approximately 330 feet north of Charleston Boulevard (APN 138-31-702-004), R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) Zones, Ward 2 (Seroka) [PRJ-71992]. The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL.

Appearance List

CAROLYN G. GOODMAN, Mayor
STEVEN G. SEROKA, Councilman
CEDRIC CREAR, Councilman
MICHELE FIORE, Councilwoman
LUANN D. HOLMES, City Clerk
LOIS TARKANIAN, Councilwoman
BRAD JERBIC, City Attorney
BOB COFFIN, Councilman
SCOTT ADAMS, City Manager

STAVROS S. ANTHONY, Councilman
ROBERT SUMMERFIELD, Director of Planning
TOM PERRIGO, Executive Director, Community Development
STEPHANIE ALLEN, 1980 Festival Plaza, on behalf of the applicant
MARK HUTCHISON, Counsel for the applicant
ELIZABETH GHANEM HAM, in-house Counsel, on behalf of the applicant
MICHAEL BUCKLEY, on behalf of the homeowners
FRANK SCHRECK, 9824 Winter Palace Drive
YOHAN LOWIE, property owner
DOUG RANKIN, on behalf of the homeowners
BOB PECCOLE, Attorney, and homeowner at 9740 Verlaine Lane

(1 hour, 54 minutes) [3:25 – 5:19]

Typed by: Speechpad.com
Proofed by: Jacquie Miller

MAYOR GOODMAN
Okay. I will start reading.

END RELATED DISCUSSION
RESUME RELATED DISCUSSION

COUNCILMAN SEROKA
Mayor, I'd like to make a motion also. I have some items to discuss.

MAYOR GOODMAN
Okay. I think that-

COUNCILMAN SEROKA
I would like to-

MAYOR GOODMAN
-get through these and then you'll make yours. Or do you want one of those to be discussed?

COUNCILMAN SEROKA
No. No, we can do that if you allow me the floor. Thank you.

MAYOR GOODMAN
Okay. So please vote on Agenda Items 68 through 91, 98, 99, 110, and 111 for those abeyances, assuming technology is, there we go. Please vote and please post. Councilman?

COUNCILMAN SEROKA
Mayor, I have a purely procedural motion. I move to strike-

MAYOR GOODMAN
Oh-

COUNCILMAN SEROKA
Item 74.

MAYOR GOODMAN
-wait, we're not done.

COUNCILMAN SEROKA
What?

MAYOR GOODMAN

Hold one sec, sorry. Councilwoman Fiore and Councilman Crear, please vote on those items.

COUNCILMAN CREAR

I apologize (inaudible). Can you restate whatever the motion on the table is?

MAYOR GOODMAN

And Councilwoman Fiore. Councilwoman Fiore?

COUNCILWOMAN FIORE

I did it.

MAYOR GOODMAN

Do it again. Push, push, push.

COUNCILWOMAN FIORE

There's no button. There's no button.

LUANN D. HOLMES

How would you like to vote?

COUNCILWOMAN FIORE

Yea. There's no, there's no vote

COUNCILWOMAN TARKANIAN

There's no vote brackets.

MAYOR GOODMAN

Okay. Here we go. Now we're posting it. It carries. Now, Councilman-

COUNCILMAN SEROKA

-Thank you Ma'am.

MAYOR GOODMAN

-Seroka, please.

COUNCILMAN SEROKA

I have purely a procedural motion. Based on procedure, I move to strike Agenda Items 74 through 83 on the grounds that I will go through here. It is an incomplete application. There is a violation of our 12-month cooling off period, and it is a violation of the law as it stands today, and I will go through those items to demonstrate that we have an incomplete application. According to our Code, Code 90.10.040, modification of a master development plan and development standards, such as Peccole Ranch Master Development Plan Phase 2, requires a Major Modification because it is increasing the density of the development from which was - previously approved. It is also requires a Major Modification, cause it's a change in location of density, and according to our Code, it says that a Major Modification shall be processed in accordance with the procedures and standards applicable to zoning.

Further, we have an incomplete application that says due to Nevada Administrative Code 278.260 for review of a Tentative Map, which we have here today, it says, A developer shall submit all of the following items of information for its review of a Tentative Map. If a system for a disposal or sewage is to be used or considered, a report on the soil including the types of soil, a table showing seasonal high water levels and the rate of percolation at depth of any proposed system of absorption for soil is required. A smaller item is that a map of the 100-year floodplain for the applicable area must be included. A larger item, and a very significant item in this case, is that also is required a master plan showing the future development and intended use of all land under the ownership or control of the developer in the vicinity of the proposed subdivision. In other words, all 250-acre plan must be submitted with the Tentative Maps. And that is also in accordance with the staff's preferred process as - discussed in their staff analysis, and this is all right out of the Nevada Code. Further, it says that we have violated our, the 12-month cooling off

period for successive applications of a General Plan Amendment.
So, I wanted to go through the requirements for a General Plan Amendment to show that a General Plan Amendment is required in this case, and that since it, has been submitted, the manner in which it's submitted violates the - Code that we have in place for a 12-month cooling off period, and it was, that period would end in June.
Under our State laws, we have a law that's called NRS 278.230, governing body must put adopted master plan into effect, and it says except as otherwise provided, whenever a governing body or a city or county has adopted a master plan thereof, for the county or any major section thereof, the governing body shall, upon recommendation of the, of, and I'll skip through some of the language, and if practical needs of putting into effect a master plan, it must be in conformance. The governing body must make sure it's in conformance.
Going, and there is some concern about that being whether our State law applies. Well, I'm – gonna describe to you a couple of Supreme Court cases that say that you must amend and require your master plan to be adopted when you change other things.
It's, the first case is the (sic) Nova Horizon case, and it is documented in the City documents here that says the City, the courts have held that the master plan is a standard that commands deference and presumption of applicability. The Nevada Supreme Court has held that master plans in Nevada must be accorded substantial compliance, while Nevada statutes require the zoning authority, must adopt zoning regulations that are in agreement with the master plan.
Further, there is the second case that says essentially the same thing, in that the master plan of a community is a standard that commands deference and presumption and applicability.
So we have established that both at the State that a master plan must be in conformance with the decisions you make on the day. So a General, GPA would be required if we're going to change these items.
Further, in our own Title Code, Title 19, Paragraph 19.00.040, it is the intent of the City Council that all regulatory decisions made pursuant to this Title be consistent with the General Plan. For the purpose of this, of this section, consistency with the General Plans means, and it says what it means, both the land use and the density and also all policies, programs of the General Plan include those that promote compatibility of the uses and orderly development.

So we have a State law and City law that says your General Plan must be in conformance with whatever you're doing. So if you change something, you have to change your General Plan. So it is required that we change our General Plan.

Further, in 19.16.010, it's titled Compliance with the General Plan. It says, Except as otherwise authorized in this Title, which means it would have to state below that a General Plan Amendment is not required. Otherwise, it is required. So it says except as otherwise authorized, approval of all Maps, which we have today, Site Development Plan Reviews, which we have today, Waivers which we have today, and Deviations and Development Agreements shall be consistent with the spirit and intent of the General Plan.

Further, it says Site Development Reviews will be in conformance with the General Plan. In subsequent paragraphs, it says Waivers shall be, granting a Waiver will not be inconsistent with the spirit of the General Plan; and Tentative Maps, it says no application for a Tentative Map is eligible for approval unless it is determined that the proposed, proposal will be in conformance with all applicable zoning regulations, including all applicable provisions of this Title. The zoning classification of the site and all zoning master plan or site plan approvals for the site, including all applicable conditions.

So, in order to make the zoning in conformance, you need a Major Modification, as described earlier. But what I have just demonstrated is that a General Plan Amendment is required, and we have a provision in our Code that says if you have successive applications of a similar category, the same category, and it goes on to describe many things that apply here today, and there is a, that have been previously denied, that is a lesser intensity and you come now with a greater intensity, you have to wait a year. Now, let's explain that. I asked for clarification from the attorneys on that issue, and they said they really didn't know the spirit and intent behind that rule, so we'll just clarify that here, since this is a policy making body and that the staff is a policy implementing body, that, in this case, what it's saying is if you had a General Plan Amendment for say, let's say 10 units and it was denied, you can come back with a General Plan Amendment saying, Yeah, we'll - lower that to one, that's less - intense use. And that makes sense. So you could go to a lower intensity or less demand when you come forward. But let's say you were previously denied for 10. It wouldn't make any sense to then come back for, let's exaggerate a

little bit, for 100. So if you got denied for 10, don't come forward with 100 because that's a successive application, and the waiting period for that is a period of 12 months. The 12-month delay, and that would not expire until June, so we should not have accepted this application based of the General Plan Amendment because it's still within the window. And therefore, without the General Plan Amendment and without the Major Mod, we can't do the Tentative Maps, and the Tentative Maps have to be in conformance with the General Plan as the, our own Code says.

Further, in the court case that Judge Crockett ruled, a very respected, highly regarded, very thorough judge, he said that in, he - followed our own rules. He followed our staff recommendations. And these are facts that the Peccole Ranch Master Plan must be modified to change the land use designations from Golf Course Drainage to Multi-family, prior to approval of the General Plan Amendment. That would be a Major Mod.

In order to develop, and these are written by our own staff, by the way. In order to redevelop the property as anything other than Golf Course or Open Space, the applicant has proposed a Major Modification of the master plan. So the applicant actually knows a Major Mod is required.

The judge further ruled the City's failure to require or - approve a Major Modification without getting is legally fatal to the City's approval. So we knowingly would be operating outside the law. And further, it says the City is not permitted to change the rules or follow something other than the law in place. The staff made it clear the Major Mod was mandatory. Its record shows the City Council chose to ignore that and move past it.

So we have this decision by a judge that says a Major Modification is required, amongst other things, in order to move forward on the Peccole Ranch Master Plan Phase 2, of which the entire 250 acres is considered Parcel 5 of the Peccole Ranch Master Plan Phase 2. So it doesn't matter if you're talking about one part of the golf course or another, it's all designated Drainage Golf Course. So if you're going to change anything on the 250 acres, you need to have a Major Modification first, a required General Plan Amendment, and then you can do your other steps.

So I have demonstrated we have an incomplete application, we're not in conformance with State law, State code, City code, City law, and we have absent the Major Modification that both our own Code requires, and at the current state of things, since we did not appeal the judge's decision

and we did not ask for a stay, what we have said is we are compelled to abide by the Court's ruling. And the Court ruling says that we are required a Major Modification.
Therefore, my motion is to Strike Items 74 through 83. However, I will allow the Applicant the opportunity to withdraw them at this time if they would like to do that. Otherwise, that is my motion.

MAYOR GOODMAN
Okay, I'd like some clarification-

COUNCILWOMAN FIORE
Could I ask-

MAYOR GOODMAN
-If I may, I'm gonna ask for Brad Jerbic, first of all, and then I wanna hear if there was briefing by our City Manager on - these issues. Did you brief the Council? Are they fully knowledgeable that this motion was gonna come? But let's go to Brad Jerbic first, please.

BRAD JERBIC
Procedurally, will you please read 74 through 83 into the record?

MAYOR GOODMAN
Okay, 74, GPA-72220, on a request for a General Plan Amendment from PR-OS (Parks/Recreation/Open Space) to ML (Medium Low Density Residential) on 132.92 acres on the east side Hualapai Way, approximately 830 feet north of Charleston Boulevard.
Number 75, WVR-72004, on a request for a Waiver to allow 40-foot private streets with no sidewalks where 47-foot private streets with 5-foot sidewalks on both sides are required within a proposed gated residential development on a portion of 71.91 acres on the north side of Verlaine Court, east of Regents Park Road, R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) zones.

Number 76, SDR-72005, on a request for Site Development Plan Review for a proposed 75-lot Single Family Residential development on a portion of 71.91 acres on the north side of Verlaine Court, east of Regents Park Road, R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) zones.
Number 77, TMP-72006, on a request for a Tentative Map for a 75-lot Single Family Residential subdivision on 22.19 acres on the north side of Verlaine Court, east of Regents Park Road, R-PD7 (Residential Planned Development - 7 Units per Acre) zone.
Number 78, WVR-72007, on a request for a Waiver to allow 40-foot private streets with no sidewalks where 47-foot private streets with 5-foot sidewalks on both sides are required on a portion of 126.65 acres on the east side Hualapai Way, approximately 830 feet north of Charleston Boulevard, R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) zones.
Number 79, SDR-72008, on a request for a Site Development Plan Review for a proposed 106-lot Single Family Residential development on a portion of 126.65 acres on the east side Hualapai Way, approximately 830 feet north of Charleston Boulevard, R-RPD7 (sic) (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) zones.
Number 80, abeyance on a residence for a, on a request for a Tentative Map for a 106-lot single-family residential subdivision on 76.93 acres east side Hualapai, approximately 830 feet north of Charleston Boulevard, R-PD7 (Residential Planned Development - 7 Units per Acre) zone.
Number 81, WVR-72010 on a request for a Waiver to allow 40-foot private streets with no sidewalks where 70, 47-foot (sic) private streets with 5-foot sidewalks on both sides are required within a proposed gated community development on a portion of 83.52 acres on the east side of Palace Court, approximately 330 feet north of Charleston Boulevard, R-PD7 (Residential Planned Development - 7 Units Per Acre) and PD (Planned Development) zones.
Number 82, SDR-72011, on a request for a Site Development Plan Review for a proposed 53-lot Single Family Residential development on a portion of 83.52 acres on the east side of Palace Court, approximately 330 feet north of Charleston Boulevard, R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) zones.

And number 83, TMP-72012, on a request for a Tentative Map for a 53-lot Single Family Residential subdivision on 33.8 acres on the east side of Palace Court, approximately (sic she said 350), 330 feet north of Charleston Boulevard, R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) zones.
The Applicant/Owner of these parcels is the 180 Land Company LLC, at (sic), 180 Land Company LLC, et al.
On Item 74, the Planning Commission vote resulted in a tie, which is tantamount to a recommendation of denial, and staff recommends approval. The Planning Commission and staff recommend approval of Items 75 through 83. These are in Ward 2 with Councilman Seroka, are Public Hearings which I declare open.
Is the Applicant present? And Mr. Summerfield, are you here, wherever you are?

COUNCILMAN COFFIN
Your Honor, Your Honor, before we-

MAYOR GOODMAN
-Yes, well, I wanna hear back-

COUNCILMAN COFFIN
-there is a motion-

MAYOR GOODMAN
-no, no, no, no-

COUNCILMAN COFFIN
-there's a motion.

MAYOR GOODMAN
Let's wait.

COUNCILWOMAN FIORE
No.

MAYOR GOODMAN
No. No. We're-

COUNCILMAN COFFIN
But, Your Honor-

MAYOR GOODMAN
-we're hearing from our attorney, please, Councilman.

COUNCILMAN COFFIN
Oh, from our attorneys, right, because I see a lot of people approaching, and I wanted to make sure we keep it here in the family.

MAYOR GOODMAN
They're fine. Please, please just let's hear from-

BRAD JERBIC
I'm gonna make a recommendation, because the Councilman has raised a, an issue, and based a motion on a procedural issue. Staff hasn't read the report yet. There's been no testimony yet. I would suggest, Your Honor, that you open up the hearing just for discussion on the procedural issue. If the procedural issue results in the motion passing, then we don't get to the merits of it. If the procedural issue fails, then you have the staff presentation, and we can do it. That's my recommendation.

MAYOR GOODMAN
Okay. May I ask the question, which I was going to before you told me to read them, which was

correct. I didn't know and I wanted to ask our City Manager, has Council been briefed on these, on these items?

SCOTT ADAMS

Scott Adams, City Manager. We did brief our Council last week on all three of these, well, actually, there's 10 total items, three individual actions per each of the three parcels, plus the overall GPA. We did a briefing last week, and then we had a Council briefing yesterday through the agenda where this item came up as well. So we - really covered it over two weeks.

COUNCILWOMAN FIORE

Mayor?

SCOTT ADAMS

I - would say we're not aware of the action-

COUNCILWOMAN FIORE

Right.

SCOTT ADAMS

-or the proposed motion. So we're not really in a position to respond technically on the merits of the motion, cause it, it's something that I was not aware of.

COUNCILWOMAN FIORE

Right. So Mayor understand, that what just occurred, we were not briefed on what just occurred. We were briefed on what was coming before Council. But what just occurred, none of us had a briefing on of what just occurred. And - I think, I think it's - quite shady, and I don't, I don't see how we can even proceed with the motion that Councilmember from Ward 2 has made.

MAYOR GOODMAN

Okay. Councilman Crear, I see your light's on.

COUNCILMAN CREAR

Thank you, Mayor, I just have a point of clarification. Since the Councilman has brought issues forward to the Council, and how do we make a determination on if those issues are valid or are they not valid? And do we need to make that clarification happen prior to us moving forward so that we could make a determination or not on how we move forward? It seems as though, and I'm not casting one side or the other, that I - don't feel comfortable moving forward since now that I'm aware of some information that I was not aware of prior. And so how do I make a determination on if what the Councilman is saying is, has basis? If it does have basis, then that information seems to be very pertinent into us moving forward, whatever comes on the outcome. Can you answer that for me, Mr. Jerbic?

BRAD JERBIC

I can. I think that this would be a really good time to hear from both sides as to the procedural issues only, not opening up a hearing on the applications themselves, but there's been a motion made to strike everything based on the procedural grounds articulated by the Councilman. I think that Mr. Bice will have an opinion, and I know that Lieutenant Governor Hutchison will have an opinion, and I know that Ms. Allen will have an opinion.-

COUNCILMAN COFFIN

Your Honor?

BRAD JERBIC

So what I would urge you to do, Your Honor, is ask them to limit their comments, at this point in time, just to the procedural issues raised by the Councilman in this motion.

MAYOR GOODMAN

Okay.

COUNCILMAN CREAR

Madam Mayor?

COUNCILMAN COFFIN

Your Honor?

COUNCILMAN CREAR

Madam?

MAYOR GOODMAN

Excuse me, please-

COUNCILMAN CREAR

-Okay.

MAYOR GOODMAN

- everybody, please.

COUNCILMAN COFFIN

Yeah.

MAYOR GOODMAN

I wanna hear from the Council first, their questions to you on this procedural item. So, first, we're gonna go to Councilman Coffin, then we're gonna go to Mayor Pro Tem, then we're gonna go to Councilman Anthony. These are times for you to address questions to our legal staff first. So if you want to sit and rest for a few moments, you may. Please, Councilman Coffin.

COUNCILMAN COFFIN

Thank you, Your Honor. Okay, first of all, a motion-

MAYOR GOODMAN

This is to here. This is to Brad Jerbic.

COUNCILMAN COFFIN

-Right, thank you, and/or whoever can hear. The motion is made under the correct order of business, motion accepted. Discussion on the motion is occurring. No advance notice has to be given to anybody, for, no one in this body or any legislative body that I know of needs to give notice of a procedural motion in advance or in essence, seek permission. That's not required. And we've got a master of the gavel out there in the audience, the Lieutenant Governor. He - knows this. You don't, never know when a motion's gonna come in.

So, it's hard to say we haven't been briefed, when in reality, what a briefing would do would be to give an indication that this motion was coming. And so it's - his business. I mean, it is his, it's his properly recognized motion. I - don't think that, frankly, I don't think we need to go even into public discussion, because I - don't even know if you've made a ruling or you're just suggesting, Brad, because procedural, we do not allow the public to tell us how to run our dais. Who is, if I could have your attention, Brad, who is the Parliamentarian, the Clerk or Council?

BRAD JERBIC

It's me.

COUNCILMAN COFFIN

Okay.

COUNCILWOMAN TARKANIAN

It's you.

COUNCILMAN COFFIN

That's good, because I wasn't sure. I thought the City Clerk might be the Parliamentarian.

BRAD JERBIC
We work together very closely.

COUNCILMAN COFFIN
Okay.

BRAD JERBIC
I don't think we're gonna work closely on this issue cause I don't think anybody wants to get near it, but go ahead.

COUNCILMAN COFFIN
It's hard to hear you. But anyway, the idea is that you'd have to say, well, if you're the Parliamentarian, would you agree that the motion is properly made under the order of business?

BRAD JERBIC
Yes. There, there's no obligation for any member of the Council to share their motion in advance with any other member of the Council. So when it comes to, if - the question is staff did not brief me, it's because staff isn't making the motion and staff didn't craft the motion. We didn't research these issues. The Councilman is entitled on his own to do his own research, craft his own motion and present it, and he's done that. So the motion is proper.

COUNCILMAN COFFIN
I think that's a good establishment there, Your Honor.

MAYOR GOODMAN
Thank you. Okay, MAYOR PRO TEM? And Mr. Jerbic, can you pull your mic closer to you as you respond, please? Thank you. Go ahead.

COUNCILWOMAN TARKANIAN

Mr. Jerbic, is there validity to the rules and regulations of the State and of our own City that Mr. Seroka has brought forth? Are, if they exist, do they then affect what we're doing today or would be doing today?

BRAD JERBIC

Let - me state a couple of things and you're going to have to make the judgment on this.

COUNCILWOMAN TARKANIAN

It sounds as if they are, but I don't know.

BRAD JERBIC

Let - me state a couple things that are just fact, but you're going to have to make a judgment call on the policy end of it. It is a fact that we believe, as staff, a General Plan Amendment should be required for this. The applicant submitted one under protest, so there is a General Plan Amendment. The question the Councilman has raised is, do you believe it is so duplicitous with the General Plan Amendment that was denied that he's in the one-year timeout box? Under our Code, you can't bring back an application that's the same or similar, if you've been denied, for a period of one year.

But the Councilman has argued, if I heard it correctly, and Councilman, stop me if you, if I get it wrong, what he's argued is that this application, submitted under protest or not, is necessary but it's untimely because he hasn't waited the full year yet because it's too similar to the GPA that was denied last year. And without that, the rest of the project can't go forward. That, that's one argument.

The next argument I heard, and I'm - getting a nod from Councilman Seroka, so he agrees with the way I - summarized that. You're going to have to decide if you think staff did not think it was duplicitous. But you can overrule staff and you can say, I think it was. You can say, I think this GPA was filed too soon, he should have waited another month.

Having said that, the next issue is whether or not a Major Modification is required. There is not a

Major Modification that goes with this application. Staff did not believe a Major Modification was necessary. There was a lawsuit in front of Judge Crockett, and Judge Crockett ruled on an application that was before this Council last year for 435 condominiums on the northeast quadrant of what we call Queensridge or Badlands Country Club. The applicant came in with a request for 720 units. He needed a, we believed he needed a zone change, he needed a General Plan Amendment. He filed for both.

The Council granted a General Plan Amendment and gave him medium density under the General Plan. He filed for a zone change. He got R-3 as a zone change, and then he got his site development plan approved for 435 units. There was a challenge to that, to that action, by the City Council, that went to Judge Crockett. The argument that was made and, again, anybody out there can correct me, I'll try and get this as just straight down the line as I can - tell it. The argument, I believe, was that there was a General Plan, a Master Plan for Queensridge, called Peccole Ranch Phase 2, and it didn't have units in it that could be built on the golf course. It had (sic) a number of single-family units that could be built, a number of multi-family units, but when it got to golf course, open space or drainage, it had a dash. There were no units there.

So I believe the argument was before the Council approved the 435, they should have required a Major Modification of that plan, because it didn't have a unit count for the open space, and that was where the 435 was going to be built was on the open space. Judge Crockett agreed with that argument, and he issued a written opinion. And everybody's got it, we've talked about.

The written opinion is on appeal. The Council decided not to join in that appeal, but the applicant, 180 Acre LLC at like, and the like, appealed that to the Nevada Supreme Court, where it's pending. The Council was asked to make a policy call. To end the argument completely, you could make a decision to change your Code or just make a policy call as to whether or not you wanted a Major Modification to accompany these applications. The Council, on a 4-2 vote said, No, we don't, and it was before Judge Crockett's decision.

So a 4-2 vote, no Major Modification, Judge Crockett says, Yes, you need a Major Modification. Then a reconsideration of the 4-2 vote occurred, and there were not enough votes to reconsider it. So that's the only statement you've made on this so far, a 4-2 vote before Judge Crockett, Judge Crockett, and then you didn't take back your 4-2 vote because there weren't enough votes

for it. So-
I'm just, I'm just going through, that, that's what I've heard so far. So without going further into it, those are two policy calls that you can make right now, and they can be directly addressed by the applicant and anybody else as to whether or not, just break down into pieces. Do you think the GPA is duplicitous with the previous one that was denied? And if you think that's true, then there's a timeout period for the GPA, and without the GPA, the rest of the applications really couldn't be heard. They - need the GPA to go with it, that's what staff believes. So that's number one.
Number two, if after you know about Judge Crockett's decision and everything I've just said, you think there should be a Major Modification, say that, and if you think there should be a Major Modification, then that also would be something that would, is missing from this current application that would cause it to be incomplete.
If you decide, on the other hand, the GPA is not duplicitous and a General Plan, and a Major Modification is not required, then you go forward with the other procedural arguments one by one. If they are exhausted, then you hear the application. If you hit a stumbling block at any one that you believe is the policy of this Council, you have every right to interpret your own law and - enforce it your own way. But of you believe procedurally at any point you've reached a dead end, then the applications could be, you would vote on the motion to strike. That's my recommendation.

MAYOR GOODMAN
If I might add, Mr. Jerbic, one last thing. If in fact, the applicant has made appeal to the Supreme Court of the State of Nevada, is that a fact?

BRAD JERBIC
In my opinion, no.

MAYOR GOODMAN
They have not?

BRAD JERBIC

These are separate applications that have nothing to do with that particular appeal.

MAYOR GOODMAN

Then it is not-

BRAD JERBIC

I - think ultimately - here's - how it works. When a judge rules, it's not insignificant, but the ultimate law of the land is made by the Nevada Supreme Court. The Nevada Supreme Court will be the ultimate determiner as to whether or not a Major Modification is necessary. And if they agree with Judge Crockett, it will be my advice, if that happens, that Major Modification is required for everything that comes before this Council. If they disagree with Judge Crockett, then we're back to where we were before. You don't require a Major Modification, but you do require a GPA.

COUNCILMAN SEROKA

Mayor, if, Mayor if - I may on that point-

MAYOR GOODMAN

Yes.

COUNCILMAN SEROKA

-It's my understanding that Nevada Civil Practice Manual addresses this a bit as well, that when a judge makes a ruling, you have an opportunity to appeal it, you have an opportunity to stay it. If you don't do that, that's the law of the land at the time. And right now, this is the law of the land that we have right now guiding us in our decision for this process. It doesn't mean it'll be the law of the land later. It could change, as you said, through a Supreme Court change. But at the time that we are hearing this, this is the law of the land, and that is the decision we have made to abide by it.

COUNCILWOMAN FIORE

So Mayor-

MAYOR GOODMAN

Well, let me, let's hear from Councilman Anthony.

COUNCILMAN ANTHONY

Thank you, Mayor. So - Brad, explain the - motion is to strike. So explain what that means exactly to strike.

BRAD JERBIC

Quite often before the Planning session begins, you make motions to strike things that aren't ready, that you're not ready to hear for, or you make motions to hold things in abeyance.

COUNCILWOMAN FIORE

Can he talk into the mic? I can't hear him.

MAYOR GOODMAN

Pull your mic closer, can't hear what you're saying down here.

BRAD JERBIC

I'm sorry. Part - of it is just my allergies, so forgive me. My voice is just-

MAYOR GOODMAN

Okay, but turn it more towards your mouth, if you would.

BRAD JERBIC

Okay.

MAYOR GOODMAN

Good.

BRAD JERBIC

Quite often you do procedural things all the time. So forget about Badlands for a moment. You take motions to strike at the beginning of every planning session. You do motions to abey at the beginning of every planning session. Those motions are because an applicant has requested it or because something isn't right or somebody changed their mind and doesn't want a project. That happens all the time. That is almost always with the applicant's consent, all, more than often than not at their request. This one's different. There's a procedural motion, which is properly made, but I'm don't have a doubt that the applicant is not good with it. And so I think, in this particular case, the motion to strike, if you believe there is a procedural defect, Councilman, after hearing the testimony, if you believe there's a missing piece of this application or you believe the GPA should not have been accepted because it's duplicitous with the one that was denied last year and he hasn't waited a year yet to file the new one-

COUNCILMAN ANTHONY

Right, I understand that, but-

BRAD JERBIC

If you believe either one of those, then you vote on the motion.

COUNCILMAN ANTHONY

What - happens to the agenda items if - a strike motion passes?

BRAD JERBIC

Applicant will have to start over.

COUNCILMAN ANTHONY
What does that mean start over?

BRAD JERBIC
That means he'll have to refile.

COUNCILMAN ANTHONY
The whole project would start all over again.

BRAD JERBIC
That's right.

COUNCILMAN ANTHONY
Okay. So-

MAYOR GOODMAN
And with a time limit, if I might question on top of that?

BRAD JERBIC
On the strike? Well strike is, since it's not on the merits, there's no one-year time limit that goes with it, but I can assure you, without even speaking to the applicant or to their counsel, they'll be in court tomorrow.

COUNCILMAN SEROKA
Mayor, if I may, I did let, offer-

MAYOR GOODMAN
-Well hold on if you would, let's hear from

COUNCILMAN SEROKA
-offer to withdraw without prejudice.

MAYOR GOODMAN
Wait, wait, wait, wait, let -

COUNCILMAN ANTHONY
-I just wanna ask - my questions.

MAYOR GOODMAN
-Let Councilman Anthony finish his questions, please.

COUNCILMAN ANTHONY
Thank you. Okay. So a motion to strike, if it passes, means the whole thing starts from square one, is that correct?

BRAD JERBIC
Correct, they have to resubmit.

COUNCILMAN ANTHONY
Okay. So-

MAYOR GOODMAN
-And could you ask, wait one second, Councilman, and there is no, you have said there is no time limit. If the motion to strike is agreed to, they can come back and file-

COUNCILMAN ANTHONY
Next week.

MAYOR GOODMAN

-tomorrow.

BRAD JERBIC

Tomorrow. They could, they could do both. They could go to court and file tomorrow.

MAYOR GOODMAN

But they have to do it according to the new parameters. Okay.

BRAD JERBIC

Correct.

COUNCILMAN ANTHONY

My - next kind of question or comment is 95 percent of what Councilman Seroka said was, I heard it for the first time. So I - don't know what it means. I don't understand it. I, there's no way I can vote on the 95 percent because I need time to digest all that and I'm not gonna do it up here. The one thing that - we have been briefed on though, which Councilman Seroka brought up, is this, and you brought up, is the Major Modification that was required by this judge. So, in my, in my 30 years in law enforcement world, if a judge ruled a certain way, then you followed the judge's ruling. I mean, that's just the way it is. If - the police conduct a search and the judge rules it's an unconstitutional search, well, it's an unconstitutional search until somebody says different, and you have to follow the judge's ruling. I mean, that's - normally how you do it. Okay. There, you can have a stay, you can, there's appeals and all that stuff, but in the general sense, the judge rules it that way, you gotta kind of, if we, I mean, either that or we just ignore judges' rulings and there's chaos. So there may be some ways to do that, and one of them is there is an appeal to the Nevada Supreme Court on whether the judge's ruling was correct or not. So my question I guess, for Mr. Perrigo or from Brad, is if - I or we or whoever decides that a Major Modification is needed, is required, then what happens to the applications before us today? How would you, what would be the process for going through that today?

MAYOR GOODMAN
They would have to be refiled all over again.

BRAD JERBIC
Right. Well, there's a number of ways. First of all, there's a motion on the floor, and the motion is to strike. If that motion passes, then what would happen when the applicant, and if you decide-

COUNCILMAN ANTHONY
-No, I'm just, I'm just talking strictly about the Major Modification.

BRAD JERBIC
Right.

COUNCILMAN ANTHONY
It -, just deal with that particular item. If a Major Modification is required, if I believe that-

BRAD JERBIC
-Right.

COUNCILMAN ANTHONY
-then that will help me decide how I'm gonna vote, but what happens to the stuff that's before us today, if that is a requirement today?

BRAD JERBIC
I got it. I understand the question. The, if you require a Major Modification, you – could, I'm sorry. If you require a Major Modification, I don't know why, normally I'm so loud, it's just very quiet today, so I apologize. If you require a Major Modification, you can do it one of two ways. One is you don't hear anything until the applicant submits one. It goes through the process, and I think it has a Title 19 provision it has to go the Planning Commission, but that's something that

you can waive if you want to accelerate it. But he - would have to file a Major Modification, and then all pieces of this would come to the Council together. So instead of 11 or 10 pieces you have now, you would have an 11th that would be the Major Modification. That's what would happen. The other way to do it, and it's - possible, but I don't recommend it, and that is vote on the 10 that you have now, contingent upon a Major Modification coming in within 60 days or whatever. You could do that too. But-

COUNCILMAN ANTHONY

-Well, I - don't, I mean, I don't know if that's a way I would go. I mean, if a Major Modification is required and I believe that, then we should start, that, that's kind of the, a first step, right?

BRAD JERBIC

I - make no policy recommendation here, I just give you the legal options.

COUNCILMAN ANTHONY

Right, but - on an application like this, if a Major Modification is required, that would have to be submitted before these agenda items, is that correct, Tom? Is that how-

BRAD JERBIC

If - you had, if you had decided months ago that a Major Modification required, these applications wouldn't be on the agenda unless there was a Major Modification with them.

COUNCILMAN ANTHONY

Correct. Okay. All right. So, all right, so if I believed that, then I would support the motion to strike. I guess another way to look at it is if it is being appealed to the Supreme Court, I guess another way to deal with this would be since the Major Modification is the first step and a key element, is to abey all this stuff until the Nevada Supreme Court decides, cause you said rightly they have final say. So any idea when the Nevada Supreme Court would hear the (sic) and make a final ruling on the Major Modification? Any idea?

BRAD JERBIC

I'm looking at a very amused Lieutenant Governor right now who knows how this works. There's no predicting-

COUNCILMAN ANTHONY

There isn't.

BRAD JERBIC

-when the Nevada Supreme Court's gonna hear this or - rule on it. Even if they set a briefing schedule and all the briefs were turned in by a certain date, let's make up a date, October 1st, they gotta have a hearing and they could sit on it for months or years. You never know.

MAYOR GOODMAN

If I may interject here-

COUNCILMAN ANTHONY

-Okay, okay, I'm good.

MAYOR GOODMAN

-I mean, I - thank you very much, Councilman. It seems to me we did vote 4-2, I understand that, against Major Modification. A single judge made a decision to overrule that vote and change it. We know it is gonna end up in the courts. I don't know why we would be messing with this. I've been saying this same thing for over six, eight months. I don't understand why we are to vote on this. I understand the legal ramification when a judge makes a decision, that decision holds. That's the issue. But I have said again and again this is gonna end up there. Why are we ruling on anything? Let the, this is in thc courts, let them decide en banc and tell us what we should, we already voted 4-2 against Major Modification. So why would we go against what we believed in originally? And you told me you can't abey unless you don't have information, and I would add that this information to strike is this total thing, and with all the information, and due respect to

Councilman Seroka, who obviously has done a great deal of homework on it, I - don't have the information. So in that sense, from my vantage point, the answer is either no or abstain. And you said I can't abstain.

I want the courts to tell us. They rule. One judge doesn't make it go. And so where do we go, where would I go with my vote? Am I allowed to abstain cause I don't have the information?

COUNCILMAN SEROKA

Can withdraw.

BRAD JERBIC

We - we've unfortunately set this precedent before. Several of you have come to me on very rare occasion and said, I'm not informed enough to vote. And then you go for an abeyance, not a strike. You go for abeyance to get up to speed. That's happened once or twice, that happened with Councilwoman Tarkanian when we had the argument regarding the Major Modification. She said pretty plainly on the record, I don't have enough information about this to vote right now, and so she abstained. The, when you do that, you don't get to un-abstain later on, on - a, on the procedural motion. So when the, when the motion to require a Major, not require a Major Modification passed on a 4-2 vote, later on one of the members in the majority wanted to bring it back to rescind that vote. Councilwoman was not allowed to un-abstain-

MAYOR GOODMAN

Correct.

BRAD JERBIC

-for that because she didn't vote on the first vote.

MAYOR GOODMAN

Correct.

BRAD JERBIC

But if it had been reversed, she would have been able to join back in on the conversation. So if you abstain now for more information, you could, when you get up to speed, vote. But I will state on the record, the question that you asked that's a fundamental question, Why do you have to vote right now?

MAYOR GOODMAN

Right.

BRAD JERBIC

The Applicant is entitled, because he owns property, to seek permission from his government to use that property in the way he wants to seek it. It doesn't mean you have to give it. It doesn't mean he's right. But he has every right to ask. He has every right to due process. And at some point in time, to link your obligation as an elected body to give him that due process to a whole other system of justice that is out of our control, doesn't give him due process, in my opinion, on this matter. Does he get due process if you strike based on a procedural thing? Sure, because you've had a discussion on it, and then you can make your policy call there. But having a right, he has a right to have you vote and not wait for the Nevada Supreme Court a year or two from now.

MAYOR GOODMAN

But-

BRAD JERBIC

He also, the flip side of this is this, and I think the applicant knows this. If the applicant believes he doesn't wanna submit a Major Modification, we're not requiring him to submit a Major Modification, and later the Supreme Court rules not only is a Major Modification required on the 435, but on everything out at - Queensridge, well, that's the risk he's taking, and he understands that. And so, and it would be reversed.

MAYOR GOODMAN

And conversely, if I might, if the Supreme Court says he does not-

BRAD JERBIC

Right.

MAYOR GOODMAN

-votes over and reverses the District Court decision, then he just proceeds on, correct?

BRAD JERBIC

If - the Supreme Court reverses the District Court, the 435 is his again. It gets restored. If the Supreme Court says Major Modification required for everything at Queensridge, any victory he gets without a Major Modification goes away.

MAYOR GOODMAN

So why aren't we waiting for the Supreme Court? I don't get it.

BRAD JERBIC

The applicant wants you to hear it now knowing that.

MAYOR GOODMAN

All right.

BRAD JERBIC

They know that.

MAYOR GOODMAN

So you did instruct us as well, if I may. You said this is procedural only.

BRAD JERBIC

I think the discussion right now should be on the procedure only. No point in getting into the merits of it since we have two arguments that the Councilman has made, well more than two, but two that I identified, the GPA argument and the other. I would just break these down very simply. Let's talk about the GPA, do you think it's duplicitous? If it is, you vote and you decide whether or not, and if you decide it is, then there's - another month left on the timeout window from the denial of the GPA last year.

MAYOR GOODMAN

Okay. You're not through. Don't go away yet, please. There is a motion on the floor, I believe that Councilman Seroka, that was a motion, correct?

COUNCILMAN SEROKA

Yes, Mayor.

MAYOR GOODMAN

Okay. It was a, do we go ahead and vote the motion and then go into procedural comments from both sides, or do we go ahead and vote and see how it flies and then go into the procedural discussion?

COUNCILWOMAN FIORE

I just have a question, Mayor.

MAYOR GOODMAN

One more question.

COUNCILWOMAN FIORE

Yeah, so, okay, so it's to our staff, it's to Peter and Robert. Do you guys believe the GPA was the same or similar? The GPA that - we want to discuss, do you believe this GPA on these items that

Councilman Seroka wants to strike, do you believe the GPA was the same or similar?

ROBERT SUMMERFIELD

Madam Mayor, through you, the - GPA that was submitted was at the request of staff, and therefore, we have not treated it as a successive application. Therefore, we have not run the test of is it a more restrictive or less restrictive request. So, again, the GPA was requested by staff, it was submitted under protest by the applicant, and therefore, again, it was a request of staff to submit the application. And so the - language about a less restrictive application was - not a part of the test that we did. We requested the application.

COUNCILWOMAN FIORE

Okay.

COUNCILMAN CREAR

What does that mean?

COUNCILWOMAN FIORE

Okay. Through your request, though, are - you saying that you're, it's different, or is it similar?

ROBERT SUMMERFIELD

It's a request to change from PR-OS to a residential zoning district in that, or residential designation. In that regard, it's similar. They're different requests. It's a different area that's being requested for than the original GPA, and it is a different designation that's being requested.

COUNCILWOMAN FIORE

So then if it's different, then we should hear it.

ROBERT SUMMERFIELD

That I would refer to your legal counsel.

COUNCILWOMAN FIORE

That's what I'm saying. If it's different, then all the legal mumbo jumbo, cause this is more of a legal argument that Councilman Seroka had just talked about, goes out the door. If it's different, then we can hear these items.

And this is very shocking, I have to tell you. First time we're hearing it, we're supposed to digest this information in a minute up here. I - just don't, I, this is the first for me and - I cannot support this.

MAYOR GOODMAN

Okay. Councilman Crear?

COUNCILMAN CREAR

Thank you, Madam Mayor. I - concur with Regent, excuse, wow, Regent Anthony, my former colleague on the Board of Regents, Councilman Anthony that we did just hear this, and I think it's a lot of information to take in, in a very short period of time. But I am very, very, very perplexed at how we cannot get definitive answers on some of the questions that we're asking. I don't understand how legal counsel cannot tell us if there are merits that are, that are based upon the - comments that Councilman Seroka has made.

Our - Planning Director is sort of hedging on if we have, if there's any continuity between the previous application and the application now. Those are very pertinent answers that we need in order to make a - determination on if we're gonna vote on the motion on the floor. And because, I'm not saying that Councilman Seroka is not correct, I think the way he presented it seems very, very, very accurate. And I'm not here to say if - it is or isn't. But we do have highly intelligent people, who have a long history in the law, that seem to also be hedging on this issue.

Is what he says, he - quoted statute, he quoted ordinances that were there. It seems pretty - legit to me. But then you're saying that we can make the determination, which we don't have all the information on. So if we don't have all the information, then I don't even know how we can vote on the item to strike it, one way or the other. Right? And then, even if moving forward, how can we vote on this issue if we don't have the proper information, which Councilman Seroka has

raised questions to? And I do believe that if the law, Crockett, Judge Crockett has made a determination, like it or not, a judge has made a determination, and for us to just discard it as if it does not exist is basically impossible for us to do. We have to take it for what it's worth. Now, will that change? Possibly. But as of now, it seems as though that is what a judge decided on. The judge tells me I got, I go to jail, I don't have the luxury to say, well, that's just your opinion, Judge. I'm going to the joint. And it's not until I appeal it or whatever I do to try to get out, then I have to do it. But I have to go serve time. And it seems as though this is the same situation. I just don't understand how we can just discard it and to be sort of laissez-faire about it. That's all. Thank you.

MAYOR GOODMAN

Okay. Back to you, Mr. Jerbic. What are we doing on the motion? Do we vote it, or do we hear on procedure?

BRAD JERBIC

Let me, let me break it down. Councilman Crear asked a good question. So let me just play it straight down the line as your lawyer.

MAYOR GOODMAN

And mic, microphone right to your mouth.

BRAD JERBIC

Okay. Let me play it straight down the line as your lawyer. There is a disagreement as to what the law means. I will tell you that what I think it means, and there's, there are people that disagree, and the Councilman disagrees. And there are areas where we totally agree. So let me tell you where we, what I think the law says and why I think the GPA has been requested and not required.

I don't have a doubt that the law says if you come in with a new request for zoning that's inconsistent with a General Plan, you have to mandatorily require a GPA. Correct, staff? They're

nodding yes. The law does not require a General Plan Amendment when the zoning is already in place and you're not requesting a change in the zoning.

MAYOR GOODMAN

Correct.

BRAD JERBIC

In this case, this is where we go down the rabbit hole a little bit. But this is legally the facts. The applicant believes R-PD means, R-PD7 means one thing, the Councilman believes it means another thing. The people in the litigation believe it means another thing. The only thing we have ever said is that it means zero to 7.49 units per acre, and he's got a right to ask for things on it. That could be zero. That could be 7.49 or something in between. But because the zoning is in place, whatever it means, and the zoning occurred before the PR-OS applied to the property, there's not a provision or a code that makes it mandatory he file for a GPA. But staff has requested it because we always want our General Plan to be synchronized with the zoning. Now, that may sound like a bunch of mumbo jumbo, but I think that's accurate. Staff, is that your position?

ROBERT SUMMERFIELD

Madam Mayor, through you, yes, that is staff's position with regard to the General Plan Amendment, right.

BRAD JERBIC

So there is, there's a disagreement with staff over that. That's up to you to decide. You're always allowed to disagree with your staff. You do all the time. It doesn't matter if it's Badlands. How many people come in here for a Variance? Staff recommends denial, you give approval. So this is nothing personal. This is a policy call where you can inject your personal belief as to what our policy should be in spite of what we tell you the written letter of the law is.

If you decide that this General Plan Amendment is required, and you're entitled to say that, and

you can say it because you believe the law reads differently than I read it or you can say it's required just cause it's good policy to require it.

COUNCILMAN SEROKA

Could I say something on regard to that? And - you'll agree in our meeting last Tuesday, what we did agree on was that this was R-PD7 with, and you refer to the plan when you have an R, Residential Planned Development District is what that word is per our Code, is that in that particular case of the Parcel 5, the Badlands drainage golf course area, was that there are zero entitlements currently. So way it sounds currently is there are zero, so you have to change that if you want to do any development on that golf course as it's designated. Further, I have the chart here that says master plan land use designations, and when it's PR-OS, you have no entitlements as well. So you do have to change, you don't have the zoning as it stands. You can get it, but you don't have it as it stands. There's zero.

BRAD JERBIC

I'll address that too. I am not a planner. I don't have access to the Panning computers. But the applicant came to the Planning Department years ago and said, What is the zoning for this property that we call the Badlands Country Club? And they gave him a letter saying it's R-PD7. I have seen no evidence that they are wrong in what they gave him. And - staff, have you looked at that again to see if the letter that you gave is incorrect?

ROBERT SUMMERFIELD

Madam Mayor, through you, again, in all of our review of the zoning atlas, the zoning for the subject sites that are on the agenda today is R-PD7.

MAYOR GOODMAN

Thank you.

BRAD JERBIC

As a lawyer, I'm limited to the facts my client gives me. I can't make up the facts, I can't change the facts. The fact that they've given me, from then until now, says it's R-PD7, which is zero to 7.49. What the Councilman just said is correct. It was treated as zero.

The - General Plan, which was changed after the zoning was in place, said zero. PR-OS is zero. So staff - believes that you should, for good policy reasons, require a General Plan Amendment, and you should synchronize the General Plan with the zoning if that's what you want. So that's why it's on the agenda. Now, if – you, if you want to know the next part of it, is it redundant or overly, it overlaps too much with the previous application; staff doesn't believe it does. You can disagree with staff. You could ask them, What did the previous application have in it, and then what does the current application have in it? And then look for yourself like it's a Venn diagram. Are they, are they too much overlap there? And if you think there is, disagree with staff.

COUNCILMAN SEROKA

What I heard staff say in that case is they believe, since it was requested and not required, the General Plan Amendment, that this didn't apply. However, I believe we've shown that the General Plan Amendment is required to move forward per Nevada State law and our City law. So that's where the City planners seem to disagree.

TOM PERRIGO

Your - Honor, if I might, Tom Perrigo-

MAYOR GOODMAN

Okay.

TOM PERRIGO

-for the record. Yeah. So let - me try to see if I can hopefully clarify just a little bit. In, on June 21st, 2017, Council denied an application for a General Plan Amendment for property that, for an area that covered the exact same area you're considering today, so the GPA areas are

consistent. That application was to go from PR-OS to L, Low Density Residential. That was denied.

So the question of whether or not they're similar areas, within a year, it's clear that they are. The question, and I'll let Mr. Summerfield correct me if I'm not saying this accurately, the question is whether or not that GPA would be a required application with the Waiver, the Site Plan, and the Tentative Map. Staff's opinion is that, per statute and our Code, a GPA is not required with a Site Plan. It is clear in the Code that the desire is for the zoning to be consistent and the Site Plan and Tentative Map and the zoning to be consistent with the General Plan, but, in this case, is not required. Since it's not required, the applicant did not submit it. Staff requested it be submitted, but because it's not required, as Mr. Summerfield has said, they didn't apply the test as to whether or not it was a similar GPA for similar property within a year. It clearly is. The only question, I think, is whether or not you feel it should be required rather than requested.

COUNCILMAN SEROKA

If I could mention, I will quote right out of our Code, These - items shall be consistent with the spirit and intent of the General Plan, 19.16.10. And before that, it says the City Council will, it is the intent of City Council that all decisions made pursuant to this Title be consistent with the General Plan. So the General Plan has to be consistent with what you're asking, it's not an option, it's not a request, it's a requirement. And that is our own City Code, Title 19, our own law. And that's not even specifying further the State law that says the (sic), essentially the same thing. So it appears that a General Plan is required-

MAYOR GOODMAN

Can you read that again, if you would, because it doesn't say, I think you read it said is the intent, not it is required. So could you read that a little slower for me please?

COUNCILMAN SEROKA

The intent of the City Council-

MAYOR GOODMAN

Yes.

COUNCILMAN SEROKA

-so what the City, in this law it says what we're trying to do here is that all decisions this body make be consistent with the General Plan. So it's our intent to be consistent. And then after that, it says it shall be, not could be, may be, would be, we'd like it to be; it says it shall be consistent with the spirit and intent of the General Plan. And the items that we're considering here are listed by Title, unless specified otherwise, which means it would have to say it doesn't apply here. So even if it doesn't say it further down in the document, which it does anyway, it says it shall be consistent with the General Plan. So if it's not consistent, you must amend the General Plan. You must have a GPA. It's not a request, it's a requirement to adjust the General Plan.
Same with our State law. So we - have multiple cases and Supreme Court cases that say that. So it is a requirement that we have a General Plan Amendment. It is the case, as we've stated, with our City Manager for Planning, Deputy City Manager for Planning saying it's the same parcel and it is a greater use, more intense use from a previously denied application. I think we covered all the tests.

MAYOR GOODMAN

Okay, back to you, Mr. Jerbic. At this point, there's a motion on the floor. Do we vote for the (sic) or vote for or against the motion and then go to the procedural commentary from applicant and/or others? Or do we hear first on the procedures?

BRAD JERBIC

Again -, it's my recommendation that you limit this part of the discussion to procedure only, but you give the applicant and anybody else who wants to speak on the procedural issues only an opportunity to talk.

MAYOR GOODMAN

And therefore, I'm going to ask you when it gets sliding off the procedural piece to make comment.

BRAD JERBIC

We'll stop anybody who goes off the procedural piece of this discussion.

MAYOR GOODMAN

Okay.

STEPHANIE ALLEN Good afternoon, Your Honor, members of the Council, Stephanie Allen, 1980 Festival Plaza, here on behalf of the applicant. We appreciate the opportunity to at least address the procedural issues.

From our perspective, the City creates the rules. You have your Code, you have your rules. We're trying to play within those rules, and I feel like it's been years of us trying to play within those rules, and the rules keep changing. The goal line keeps moving.

We've had multiple applications, and they've changed throughout the course of the last three years, mostly at the direction of City staff or - this Council. So we've made adjustments and changes, but those have all been at the request of City, which we've been trying to play within the rules.

In this particular instance, it's again the same thing. The development agreement was a few years ago. There was huge outcry over the development agreement, and that was denied. So we had to start over with the, with the applications that are before you today. We had those applications. We've had them in the system. Until today, we haven't heard that this was an issue or that you wanted to strike them from the agenda. You abeyed them three months ago, specifically because you said this was such an important vote that you wanted Councilman Crear to be here.

I met with Councilman Seroka and counsel a couple days ago and all of you, actually. Never once was there a request that we, or even a mention that these issues needed to be addressed today. So this is a surprise to us, and I feel like the rules (sic) continue to change. The procedural

rules continue to change, and we're constantly trying to come up with our arguments at the dais just so that we can have some due process and have a public hearing.

So to address the two points that he has raised today, that I was unaware of, the GPA, State law is very clear in 278A that zoning takes precedent over a General Plan. It's in 278A in the Tentative Maps - statute-

COUNCILMAN COFFIN

Your Honor, I, I've got to-

MAYOR GOODMAN

No, no, no, let - her finish, please.

STEPHANIE ALLEN

-and state law-

COUNCILMAN COFFIN

Well, I, she can finish. I'm just trying to be polite here. What I'm saying is though we have to be careful not to move into the issue. The question should be, Has the attorney made the right interpretation in your opinion, or is the Councilman's motion out of order, in your opinion? That, that's got to be pretty much what I think we have agreed to, or we will fight the whole battle for another six or eight hours.

MAYOR GOODMAN

Please continue.

STEPHANIE ALLEN

Through you, Your Honor, procedurally, the issues that he's brought up, I have to start with the statute cause that's the way that law works, and I know the Councilman's quoting all kinds of statutes and - case law that I'm not aware of and haven't had an opportunity to look at. But I'm

happy to look at those cases. But I can tell you zoning law, under 278A.349 says that zoning takes precedent over a General Plan. And this particular property has R-PD zoning. Before this applicant bought the property, we came to the City and asked for a zoning opinion letter, and that zoning opinion letter says we're allowed up to 7.49 units to the acre. That's where we started. That was the first rule of the game. Do we have zoning, and if so, what can we do under that zoning? Up to 7.49. So that was the first play we made before he even closed on this land. Then we start submitting applications, and they have changed significantly over the course of the last three years. And the opposition has done a great job of playing within those rules and maneuvering and having procedural games, if you will. Sorry for lack of a - better word, but they seem like games to us from our perspective.

The GPA is in your Staff Report right now and says that that is not required, and your Code says that it is not required. It is, it is, it shall be considered to be in the spirit, and the reason that language is in there, when you come in with a zone change, your staff requires us to submit a GPA because, of course, you cannot come in with a zone change until you have a General Plan that matches that. In this case, the zoning's in place, and the General Plan is not consistent. So your staff has said time and time again, your City Attorney has said time and time again, it's not required because the reality is if you deny the GPA, we still have zoning on the property. We have R-PD7 zoning.

So, today, to strike it from the agenda is just another delay tactic to put us back to the beginning, to probably put us under the ordinance that passed just a few hours ago, and to create this additional bureaucratic layer of things that we have to comply with, rules that continue to change, that are trying to prohibit the development of this property. At least that's the way it feels from our perspective, from our procedural perspective.

Every property owner in the City has a right to due process. Whether you like the applications or not, they have a right to bring applications forward. Your staff accepted those applications, and by the way, it's a fine staff, they know what they're doing. They've done this for years and years and years. They have Staff Reports that are consistent with exactly this type of situation, where they have made these type of recommendations. They accepted it back in 2007. They asked us to file a GPA amendment. So, again, a rule they're asking us to comply with. We said we don't

think we need a GPA. They said file it even if it's under protest. So, again, trying to play within the rules, we file the GPA request under protest for a different designation; the first one was Low, this is Medium Low. On a different portion of the property. There's been a GPA on the corner, there's been a GPA on a portion of this property, and this is the first one that's been submitted under Medium Low.

We complied. We did as your staff asked. And in fact, even though it was under protest, we said okay, we held the application. We took more delay, more time just so that we could comply with your staff's request. We'd like a hearing on that.

As far as the Major Modification, which is the second point. Judge Crockett's ruling is one - judge, and I'd argue that this Council, and there's State law to support this, has the authority to interpret your own laws, and you cannot, your judgment cannot be superseded or substituted by any judge, not the Supreme Court, not Judge Crockett. No judge can step in your shoes and make a judgment call that supersedes your decision. It's against the law. It would eliminate the reason for you all to be up here, to even have your leadership in the spots you're in if any judge could come in and say, I think that they did that wrong, and they should, we should substitute this and do it differently.

So Judge Crockett's ruling, at that hearing, your attorney, again these are the rules we're playing by, your attorney argued that there is no Major Modification required. I have the transcript, and I'm happy to submit it for the record. But this is Mr. Burns, who did a nice job at the hearing, said the Court's entire finding is based upon the premise that the Major Mod, under 19.10.040, applies to this property, and it doesn't. He says that in the hearing. And then this Council decides to not appeal that determination. So he argues no Major Mod is required. We argue no Major Mod is required. We come to you and say, Can you, this is the only application you've approved, by the way, it's the corner, the 435 units at the corner, the only application that this Council has approved. We go to court on the hearing. Your attorney does a fine job of arguing it. We argue it. The judge rules differently, and then we come to you to ask that it be appealed, and you all say, No, we're not gonna appeal that decision. And then you turn around and you're gonna say we need to do a Major Mod. I mean, it's - amazing. We either, we've gotta decide which direction we're going. We'd ask for this Council's leadership to please give us the rules, we'll play by the

rules, and - let us move forward and give us a hearing under those rules, rather than continuing to change things and put blockades in front of this particular applicant.

All he wants to do is develop. If you wanna say no, you have that discretion. Give us a public hearing and allow us the opportunity to make our case and have the due process, and then the courts will weigh in. But you all have the authority and the discretion to interpret your Code and to use your judgment as to whether this development is appropriate or not. So we would very much appreciate a hearing today.

MAYOR GOODMAN

Thank you, thank you.

MARK HUTCHISON

Mayor, thank you. City Council members, thank you for the opportunity to appear before you. I'm Mark Hutchison, appearing in my private capacity as counsel for the applicant. Just wanted to just make one clarification with Ms. Allen's point on the GPA. The - statute is NRS 278.349. I just want to make sure that was - clear on the record.

On the Major Modification point raised by Councilman Seroka, you've heard repeatedly and, in fact, there's been findings judicially that the property that's the subject of these tentative maps is zoned R-PD7. It was established back in 2001, by Ordinance 5353, which was unconditional and all prior ordinances in conflict with the zoning were - repealed. Under those terms, the Peccole Ranch Master Plan, adopted in 1990, has no application to the property or to the tentative map. Initially, it was repealed by the 2001 Ordinance No. 5353, which I'm happy, again, to - submit for purpose of the record.

But let me turn now to what was discussed extensively about Judge Crockett. First off, you're wading into an area of law that is - not simple. You want to say Judge Crockett's decision applies to every single parcel that's out there with the Badlands Golf Course or every application from my, from my client. That is vehemently opposed legally by my client as a matter of law. You need to understand that Judge Crockett's decision did not involve this applicant, did not involve this applicant. It did not involve this application, did not involve the property subject to this

application. It involved the 535 units, as you've already heard and as your staff has already indicated to you. And so the idea that Judge Crockett's opinion applies across all the properties is hotly disputed and is a legal question not for this Council.

Secondly, I'm a little concerned that if you were briefed extensively on the Judge Crockett decision, why you were not equally briefed on the Judge Smith decision. Maybe you were. If you weren't, I'd like to submit this for the record. Judge Smith held a extensive evidentiary hearing, multiple days, involving the actual applicant of 180 Land. And he ruled just the opposite of Judge Crockett and said the golf course land and the land was developable. And so I would like to have the City Council briefed on this case. And I'm not sure why you weren't briefed on this case. Two different opinions, two different conclusions, but this Council ought to make its own decision, ought to make its own (sic) conclusion.

And Mayor, you asked a fair question in terms of why not let the Supreme Court sort all this out. And - Brad, you can, you can back me up and Todd or whoever else is here as - counsel. You're not talking months for the, for the Nevada Supreme Court, you're talking years.

And - your City Attorney is absolutely right. My client is entitled to due process. Two and a half years has already passed. Another three years or two years for the State of Nevada, the - Nevada Supreme Court to rule, that's not due process. That's not equal protection under the law. You might as well just concede the inverse condemnation. There's been so much delay, so much delay. And I know you cringe about that a little bit up there. I would too if I were in your position, but that's what happens. You can't keep kicking the can down the road. Eventually, the courts say it's futile to - be before this body. You're just gonna keep continuing it. You're just gonna keep delaying it. And that's what we saw, I think, with this motion now. We were here in February, and it was very clear, come back in May. We want to make sure we've got a full City Council, super important issues being decided. The first thing out of, out of anybody's mouth is let's delay this more. This is, we're – if we're not already there, we're quickly approaching the point where it's just futile to be before the City Council. If you don't want this property developed, condemn it and pay for it, because that's where it's headed, and it seems like the continued delay takes us in that direction.

So I'll just ask the Council to consider both opinions, because you've got two different judges.

One of them actually had this applicant before him in making the decision. Judge Crockett didn't. And this property wasn't before Judge Crockett either and neither was this, neither was this application. So I would just ask, if you would, please to let us proceed with this application. If you're gonna deny it, you're gonna deny it. If you're gonna grant it, you're gonna grant it. But don't abate [sic] it. Don't dismiss it. Don't strike it. My client's entitled to a decision from this body.

Thank you very much, Your Honor. Thank you very much to the City Council.

MAYOR GOODMAN

Thank you.

ELIZABETH GHANEM HAM

Good afternoon. Elizabeth Ghanem Ham, on behalf of the applicant. I just wanna clarify one other thing because I have been involved with the hearing since I've joined this applicant as in-house counsel. And having heard your decision on the appeal was - a few things, and that is that staff and Mr. Jerbic aptly reported to this Council that Judge Crockett's decision was legally improper. Told you all that, and - that's on the record. In doing so, you decided that the reason you wouldn't appeal it, the sole reason you wouldn't appeal it, at least it was Mr. Seroka, Councilman Seroka's position, excuse me, that the basis was that you didn't want to spend the resources on it, although we believe you have proper City attorneys that could have and should have been appealing it. So I just want to make clear that your own staff and your own counsel told you at the time it was a legally improper decision. And that's all I wanted to add to it. Thank you.

MAYOR GOODMAN

Thank you.

MICHAEL BUCKLEY

Madam, Mayor, members of the Council, Michael Buckley, on behalf of the homeowners. I -

think there's really a couple of things that are very simple here that - get obfuscated in - the process. This property has a GPA designation of PR-OS. That's a fact, that's - a fact. It's been there.

The applicant filed last year to a, for a General Plan Amendment to Low. That was denied on June 21st. They have now filed a GPA for Medium Low. That is a less intense use. Under the Code, an application for a General Plan Amendment for a parcel in which all or any part was the subject of a previous General Plan Amendment application for the same land use category or a less restrictive land use category shall not be accepted until the year has passed. So it is PR-OS. Whatever the City staff has determined, that is a fact, it's PR-OS and this is a GPA to a less intense use, or excuse me, a more intense use. That's as far as the GPA. So this GPA should not have been accepted until after June 21st.

With regard to the Major Modification and Judge Crockett's ruling, there's the statement that the rules have changed. Well, the applicant has known since Judge Crockett made his ruling that a Major Modification is required. A Major Modification could have been filed along with the GPA. There's - no reason why that couldn't have been filed.

But the - City and - regarding Judge Smith's lawsuit, the City is a party. The City is bound, I think Councilman Seroka, Councilman Crear, Councilman Anthony recognize the Judge ruled. The - order is not stayed. The City is bound by that order. If the, if the City processes this without a Major Modification, the City is opening itself up to some kind of a motion by the other side for contempt of the, of the order. I mean the - City is bound by the order.

So I think it's really pretty simple. And I think one thing I think it's - important to remember too, Judge Crockett didn't invent the Major Modification. He went back and he said this is what your staff, when you first filed this application, back in the end of 2015, the staff said this is part of Peccole Ranch Phase 2 Master Plan, you need a Major Modification. That - that's what Judge Crockett ruled, that was what the staff ruled, the, so the judge didn't invent this. The judge came and -supported what your staff had originally stated was the case. So, and - as far as whether the 435 is bound by this or not, the Judge ruling applies to Peccole Ranch Phase 2, it applies to all of it. So two things, this is PR-OS. It needs a GPA before you can build residential on it, and the City is bound by the Major Modification according to Judge Crockett. Thank you.

MAYOR GOODMAN

Thank you.

FRANK SCHRECK

Madam Mayor, members of the City Council, Frank Schreck, 9824 Winter Palace Drive. Just a couple things I want to touch on and they're purely procedural. We've gone over this a lot of times, so I'm just gonna touch the highlights.

Mr. Jerbic for two and a half years has now said that there's hard-zoned R-PD7 on the golf course. There isn't. Have him show you where it is actually zoned. The letter from December of 2014 was from a level one staffer that said exactly what it was, that Peccole Ranch was an R-PD7, and then it explained what an R-PD was. It's a development that you could have mixed residential uses, open space, golf courses, recreational things. It's not a zoning letter. It was never intended to be a zoning letter.

The City did issue a zoning letter in 1990 after it had its hearings on the zoning. And that zoning letter said under the R-PD7 district. Now that's what that letter says. It talks about a district, and the district was 996 acres of Peccole Ranch Phase 2. That's what it was. There's not each acre zoned seven. Mr. Jerbic would like you to believe that it's R-7. It's not. It's R-PD7. The seven was picked by the developer as a number, because he wanted to multiple the seven times 996 acres because that's what the ordinance says. It says you take your entire district, you select a number. Canyon Gate was four, I think Painted Desert is nine, I think Silverton is three. They pick whatever number they want, and they multiply it times the gross acres in that district to come out with the maximum number of residential units you can have within that whole district. That's exactly the process that was filed. They got a number. The developer gave up in front of the City Council, when he got his approval of the master plan and specific zoning, he gave up 2,200 of them and asked for 4,247, and that's been the number of residential units for the last 25 plus years.

Okay. So it is, that is in the zoning letter. The only zoning, final zoning letter that's came out was the letter that came out in 1990 from the City, because what the City said in - your minutes, that's all you have to look at, the City said with the applications for the developer that here's what the

developer wants, and they're listed there. Here are the uses. They listed 401 acres of single-family, 60 acres of multi-family, 211 acres of drainage.

Then they go to what the zoning is gonna be. The 401 will be 401 acres of R-PD7 hard zone. That's the hard zone, 401 acres. It's off the golf course. If the whole thing was R-PD7 hard zoned, why would you have to come in and ask for 401 acres to be hard-zoned R-PD7? You don't. So they did 401 acres of R-PD7. They multiplied seven times the 401. They took 60 acres of R-3, which is 24 to an acre. They multiplied that. They got the total of 4,247 and that's what they asked for and that's what they received and that's what the letter says. The only specific residential zoning ever until you zoned the 435 in 2016-

COUNCILWOMAN FIORE

So, Mr. Schreck, since I'm new-

FRANK SCHRECK

-but can - I just finish?

COUNCILWOMAN FIORE

Yeah, I just wanna be crystal clear I heard you right.

FRANK SCHRECK

Sure. Okay.

COUNCILWOMAN FIORE

You're basically telling us and the Council that our legal counsel is wrong. Is that-

FRANK SCHRECK

Absolutely, 100 percent, and we've said that for two and a half years.

COUNCILWOMAN FIORE

I just had to clarify that you are basically saying our legal counsel is wrong. Okay, thank you.

FRANK SCHRECK

I've said that for two and a half years.

COUNCILWOMAN FIORE

Thank you, Mr. Schreck.

FRANK SCHRECK

And we've submitted briefs on it. We've submitted a professor from the University that said the same thing. We're not just making this up. We've submitted the documents. If you've ever had the interest in looking at what your zoning was in 1990, you'll see what the City zoned in 1990. It didn't zone R-PD7 on the whole golf course. The golf course was - drainage and golf course, no residential on it. And in 1992, the City picked that up when they did their - General Plan in 1992, and by ordinance, they adopted PR-OS over every master plan community, including the one in your district or the ones in your district. That PR-OS was done on all of these, not just Queensridge. And it's been that way since 1992, recognizing what had already been zoned in all these master plan communities. So it isn't 7.49 per acre or zero to 7.49 per acre. And that's the key to Judge Crockett's decision. As was mentioned, Judge Crockett took your own Staff Reports. Ms. Allen says, Your staff is great, look at those reports. Well, you look at those reports with his first application. Three that he won at 740, and then those were kind of substituted with four applications after that, which was for 250 acres. And those seven went along together, which they shouldn't have, but we argued that the four superseded the three, but they kept going forward.

And within those four applications, the developer recognized he needed a Major Modification. He had a Major Modification, and we're hearing now that somehow the - GPAs, General Plan Amendments are somehow, well, you don't need them, maybe you don't. They filed for how many GPAs over the last two and a half years? If they weren't necessary, why were they filed?

It's the same thing the court said. Why did all of a sudden the requirement for Major Modifications just kind of disappear?

And now, according to your staff, the requirement for GPAs suddenly just disappears. There's never been any zoning, you know, entitlements on that golf course. What your staff said, and it says really clearly and we provide you all the transcripts, your staff said if you want to put residential on the golf course, you have to follow two steps. The first step is you have to amend the Peccole Ranch Master Plan by a Major Modification, according to your ordinance and according to your staff. And once you do that, then you have to amend your General Plan, because the General Plan is PR-OS, no residential. So you have to amend that too.

You have to take step one, step two. That's what your staff says over and over again in those Staff Reports of 2016. Interesting that staffer that wrote those reports, which were actually, you know, real, we've never seen them again. Somehow the - guy that wrote those is now no longer writing your reports.

But here is a key that you better take into consideration, and that is the basis of the inverse condemnation lawsuit against you is that the developer has rights to build on that golf course, that he has a right to build from zero to 7.49, that Mr. Jerbic has been arguing over and over and over again. The prophylactic defense you have in inverse condemnation is Judge Crockett's decision, that thank God you didn't appeal, because Judge Crockett's decision says you need to have a Major Modification. Which what does that mean? It means you don't have any entitlements on that golf course. You have no residential on the golf course. So you have to get a Major Modification to come in and put it on. So you can't take away a right from this developer that he has never had. And if you look at those inverse condemnation lawsuits, the only people quoted and the only positions taken are by your staff. And we've said that all along. And Mr. Jerbic has been wrong for two and a half years and going onto this, and we've showed you not our opinions, we've showed you, we brought in expert testimony, we brought in all the documents, we brought in everything to show you just exactly what it was. And if you want to know, Councilman Fiore, just go look at the 1990 approvals from the City Council. You'll see what it was zoned.

COUNCILWOMAN FIORE
Thank you, Mr. Schreck. Can I ask my staff if what he is saying is correct?

ROBERT SUMMERFIELD
Madam Mayor, through you, he said a lot of things. So I would need to know specifically what you would like us to verify.

COUNCILWOMAN FIORE
Thank you, Robert. So yes, what I'd like to know is as we've been going along this and staff has been advising Council on the zoning issues on all of this, what Mr. Schreck is saying is that you've been wrong all along all this time. Can you tell me if you're, is this correct? Do you feel you're wrong?

ROBERT SUMMERFIELD
Again, through you, Madam Mayor, staff's position has been consistent throughout this process. The development has changed based on the - nature of the discussions that have occurred and the changes that the applicant has made to their requests. Therefore, our analysis has changed based on those different circumstances, depending on the size of the project, the nature of the applications that were requested. But the overall analysis has stayed consistent, in my opinion, as the current Director of Planning, and I do not believe that we are incorrect.

COUNCILWOMAN FIORE
Thank you. And Mr. Jerbic?

BRAD JERBIC
I - will say one thing. One, I'm not gonna get involved in the politics of this. I'm just trying to give you the law. But if the law were as simple as Mr. Schreck says it is, he would have done us a big favor and won this in court three years ago. Because if - we were wrong and I was wrong and I've been wrong before and I'll be wrong again, but if I'm wrong on this issue, then I really,

really wish the opposition had gone to court and won a victory and spared us the agony of this hearing right now. That did not happen.

FRANK SCHRECK

Yeah, it did-

BRAD JERBIC

That did not happen.

FRANK SCHRECK

The first-

BRAD JERBIC

And - in spite of what, you know, here's the other thing. We have a saying in my office sometimes when we get into this kind of a discussion and it's too much college, not enough high school. Everybody's up here trying to turn this into a legal argument and trying to make an attorney say something or - do something that isn't the appropriate role for the attorney. My role, whether you like it or not or Mr. Schreck likes it or not, is to tell you what I think the law is as I read it. I don't really care one way or the other about the application, or I should put my name on a ballot and run for City Council.

I'm not the eighth member of this Council. I'm just here to give you legal advice, and sometimes it's a little murky. Sometimes it's not exactly what you want to hear. But at the end of the day, this is a little more high school, not so much college, cause all of these legal arguments, as - stimulating as this debate is, really mean nothing until a court rules on it. If I am wrong, then Mr. Schreck should take me court and say there's no R-PD7, and therefore, you are, the developer doesn't have a right to develop. That would make this so much cleaner. That has not happened. Okay?