IN THE SUPREME COURT OF THE STATE OF NEVADA

CITY OF LAS VEGAS, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA,

Appellant,

vs.

180 LAND CO., LLC, A NEVADA LIMITED-LIABILITY COMPANY; AND FORE STARS, LTD., A NEVADA LIMITED-LIABILITY COMPANY,

Respondents.

No. 84345

180 LAND CO., LLC, A NEVADA LIMITED-LIABILITY COMPANY; AND FORE STARS, LTD., A NEVADA LIMITED-LIABILITY COMPANY,

Appellants/Cross-Respondents,

vs.

CITY OF LAS VEGAS, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA,

Respondent/Cross-Appellant.

No. 84640

JOINT APPENDIX, VOLUME NO. 37

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Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/30/98	A Final Map [FM-0008-96(1)] to amend portions of Lots 5 and 10 of the Peccole West Subdivision Map on 368.81 acres at the northeast corner of Charleston Boulevard and Hualapai Way was recorded [Book 83 Page 57 of Plats].
10/19/98	A Final Map (FM-0027-98) for a 45-lot single family residential subdivision (San Michelle North) on 17.41 acres generally located south of Alta Drive, east of Hualapai Way was recorded [Book 86 Page 74 of Plats].
12/17/98	A Final Map (FM-0158-97) for a 21-lot single family residential subdivision (Peccole West – Parcel 20) on 20.65 acres generally located south of Alta Drive, east of Hualapai Way was recorded [Book 87 Page 54 of Plats].
09/23/99	A Final Map (FM-0157-97) for a 41-lot single family residential subdivision (Peccole West – Parcel 19) on 15.10 acres generally located south of Alta Drive, east of Hualapai Way was recorded [Book 91 Page 47 of Plats].
06/18/15	A four-lot Parcel Map (PMP-59572) on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard was recorded [Book 120 Page 49 of Parcel Maps].
11/30/15	A two-lot Parcel Map (PMP-62257) on 70.52 acres at the southwest corner of Alta Drive and Rampart Boulevard was recorded [Book 120 Page 91 of Parcel Maps].
01/12/16	The Planning Commission voted [6-0] to hold requests for a General Plan Amendment (GPA-62387) from PR-OS (Parks/Recreation/Open Space) to H (High Density Residential), a Rezoning (ZON-62392) from R-PD7 (Residential Planned Development – 7 Units per Acre) to R-4 (High Density Residential) and a Site Development Plan Review (SDR-62393) for a proposed 720-unit multi-family residential development in abeyance to the March 8, 2016 Planning Commission meeting at the request of the applicant.
03/08/16	The Planning Commission voted [7-0] to hold GPA-62387, ZON-62392 and SDR-62393 in abeyance to the April 12, 2016 Planning Commission meeting at the request of the applicant.
03/15/16	A two-lot Parcel Map (PMP-63468) on 53.03 acres at the southwest corner of Alta Drive and Rampart Boulevard was recorded [Book 121 Page 12 of Parcel Maps].
04/12/16	The Planning Commission voted [7-0] to hold GPA-62387, ZON-62392 and SDR-62393 in abeyance to the May 10, 2016 Planning Commission meeting at the request of the applicant.

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Related Relevant City Actions by P&D, Fire, Bldg., etc.	
04/12/16	The Planning Commission voted [7-0] to hold requests for a Major Modification (MOD-63600) of the 1990 Peccole Ranch Master Plan; a Development Agreement (DIR-63602) between 180 Land Co., LLC, et al. and the City of Las Vegas; a General Plan Amendment (GPA-63599) from PR-OS (Parks/Recreation/Open Space) to DR (Desert Rural Density Residential) and H (High Density Residential); and a Rezoning (ZON-62392) from R-PD7 (Residential Planned Development – 7 Units per Acre) to R-E (Residence Estates) and R-4 (High Density Residential) on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard in abeyance to the May 10, 2016 Planning Commission meeting at the request of the applicant.
05/10/16	The Planning Commission voted [7-0] to hold GPA-62387, ZON-62392 and SDR-62393 in abeyance to the July 12, 2016 Planning Commission meeting at the request of City staff.
	The Planning Commission voted [7-0] to hold MOD-63600, GPA-63599, ZON-63601 and DIR-63602 in abeyance to the July 12, 2016 Planning Commission meeting at the request of City staff.
07/12/16	The Planning Commission voted [5-2] to hold GPA-62387, ZON-62392 and SDR-62393 in abeyance to the October 11, 2016 Planning Commission meeting.
	The Planning Commission voted [5-2] to hold MOD-63600, GPA-63599, ZON-63601 and DIR-63602 in abeyance to the October 11, 2016 Planning Commission meeting.
08/09/16	The Planning Commission voted [7-0] to rescind the action taken on 07/12/16 to hold GPA-62387, ZON-62392 and SDR-62393 in abeyance to the October 11, 2016 Planning Commission meeting. Action was then taken to reschedule the hearing of these items at a special Planning Commission meeting on 10/18/16.
08/09/16	The Planning Commission voted [7-0] to rescind the action taken on 07/12/16 to hold MOD-63600, GPA-63599, ZON-63601 and DIR-63602 in abeyance to the October 11, 2016 Planning Commission meeting. Action was then taken to reschedule the hearing of these items at a special Planning Commission meeting on 10/18/16, at which they were recommended for denial.

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Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/16/16	At the applicant's request, the City Council voted to Withdraw Without Prejudice requests for a Major Modification (MOD-63600) of the 1990 Peccole Ranch Master Plan; a Development Agreement (DIR-63602) between 180 Land Co., LLC, et al. and the City of Las Vegas; a General Plan Amendment (GPA-63599) from PR-OS (Parks/Recreation/Open Space) to DR (Desert Rural Density Residential) and H (High Density Residential); and a Rezoning (ZON-62392) from R-PD7 (Residential Planned Development – 7 Units per Acre) to R-E (Residence Estates) and R-4 (High Density Residential) on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard. The Planning Commission recommended denial; staff recommended approval.
	The Planning Commission voted to hold in abeyance to the January 18, 2017 City Council meeting a General Plan Amendment (GPA-62387) from PR-OS (Parks/Recreation/Open Space) to H (High Density Residential), a Rezoning (ZON-62392) from R-PD7 (Residential Planned Development – 7 Units per Acre) to R-4 (High Density Residential) and a Site Development Plan Review (SDR-62393) for a proposed 720-unit multi-family residential development on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard. The Planning Commission and staff recommended approval.
01/10/17	The Planning Commission voted to hold in abeyance to the February 14, 2017 Planning Commission meeting GPA-68385 [PRJ-67184].
01/18/17	The City Council voted to hold in abeyance to the February 15, 2017 City Council meeting GPA-62387, ZON-62392 and SDR-62393 at the applicant's request.
01/24/17	A four-lot Parcel Map (PMP-64285) on 166.99 acres at the southeast corner of Alta Drive and Hualapai Way was recorded [File 121 Page 100 of Parcel Maps].

Most Recent Change of Ownership	
11/16/15	A deed was recorded for a change in ownership on APN 138-31-702-002.

Related Building Permits/Business Licenses
There are no building permits or business licenses relevant to these requests.

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Pre-Application Meeting	
09/29/16	A pre-application meeting was held to discuss submittal requirements for Site Development Plan Review and Tentative Map applications. The applicant proposed 30-foot wide private streets with 30-inch roll curbs. Staff indicated that a Waiver would be necessary to deviate from public street standards. There was concern that the long and narrow streets would come into conflict with fire codes and that the applicant should work with staff to address these issues. In addition, the applicant was advised that a parcel map currently in review would need to be recorded prior to these items being notified for hearing.
12/06/16	The requirement for a General Plan Amendment and neighborhood meeting was added to the original submittal checklist.

Neighborhood Meeting	
01/09/17	A neighborhood meeting was held at the Badlands Golf Course Clubhouse at 9119 Alta Drive, Las Vegas, Nevada. Approximately 50 members of the public were in attendance, as well as seven members of the development team, one City Council Ward staff member and one Department of Planning staff member. The applicant set up display boards showing the proposed General Plan Amendment. At sign in, neighbors were given a handout describing the request, which noted that the item had been requested to be abeyed to the February 14, 2017 Planning Commission meeting. No formal presentation was given; instead, members of the public were invited to examine the request and approach development team members with any questions.

Field Check	
01/05/17	The site contains a well-maintained golf course surrounded by existing single-family residential dwellings.

Details of Application Request	
Site Area	
Net Acres (GPA)	166.99
Net Acres (WVR/SDR/TMP)	34.07

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Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Commercial Recreation/Amusement (Outdoor) – Golf Course	PR-OS (Parks/Recreation/Open Space)	R-PD7 (Residential Planned Development – 7 Units per Acre)
North	Multi-Family Residential (Condominiums) / Club House	GTC (General Tourist Commercial)	PD (Planned Development)
	Hotel/Casino	SC (Service Commercial)	C-1 (Limited Commercial)
	Office, Medical or Dental		
	Single Family, Detached	ML (Medium Low Density Residential)	R-PD7 (Residential Planned Development – 7 Units per Acre)
		MLA (Medium Low Attached Density Residential)	R-PD10 (Residential Planned Development – 10 Units per Acre)
South	Office, Other Than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
	Single Family, Detached	ML (Medium Low Density Residential)	R-PD7 (Residential Planned Development – 7 Units per Acre)
	Single Family, Attached	M (Medium Density Residential)	R-PD10 (Residential Planned Development – 10 Units per Acre)
	Multi-Family Residential		R-3 (Medium Density Residential)

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Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
East	Shopping Center	SC (Service Commercial)	PD (Planned Development)
	Office, Other Than Listed		C-1 (Limited Commercial)
	Mixed Use	GC (General Commercial)	C-2 (General Commercial)
	Utility Installation	PF (Public Facilities)	C-V (Civic)
	Single Family, Attached	M (Medium Density Residential)	R-PD10 (Residential Planned Development – 10 Units per Acre)
West	Single Family, Detached	SF2 (Single Family Detached – 6 Units per Acre)	P-C (Planned Community)
	Golf Course	P (Parks/Open Space)	
	Multi-Family Residential	MF2 (Medium Density Multi-family – 21 Units per Acre)	

Master Plan Areas	***Compliance***
Peccole Ranch	Y
Special Purpose and Overlay Districts	***Compliance***
R-PD (Residential Planned Development) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Las Vegas Zoning Code Title 19.06.040 prior to Ordinance 6135 (March 2011), the Development Standards within an R-PD District are established by the Site Development Plan. The following standards are proposed by the applicant:

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Standard	Lots less than or equal to 20,000 sf*	Lots greater than 20,000 sf
Minimum Lot Size	10,000 sf	20,000 sf
Building Setbacks: • Front yard to private street or access easement • Side yard • Corner side yard • Rear yard	 30 feet 5 feet 12.5 feet 25 feet	 35 feet 7.5 feet 15 feet 30 feet

Standard	Lots less than or equal to 20,000 sf*	Lots greater than 20,000 sf
Accessory structure setbacks: • Porte cochere to private street • Side loaded garage to side yard property line • Patio covers and/or 2nd story decks • Separation from principal dwelling • Side yard • Corner side yard • Rear yard	 15 feet 15 feet 20 feet 6 feet 5 feet 5 feet 5 feet	 15 feet 15 feet 20 feet 6 feet 5 feet 5 feet 5 feet
Building Heights: • Principal dwelling • Accessory structures • Floors	 40 feet 25 feet 2 stories on slab or over basement	 50 feet 30 feet 3 stories on lots greater than 35,000 sf; otherwise 2 stories
Permitted uses	Single family residence and accessory structures**	Single family residence and accessory structures**
Lot Coverage	Bound by setbacks	Bound by setbacks

*Includes Lots 1, 2 and 24.
**Accessory structures may have a trellis or canopy attached to the principal dwelling.

Existing Zoning	***Permitted Density***	***Units Allowed***
R-PD7	7.49 du/ac	1,250 (based on 166.99 acres)
Proposed Zoning	***Permitted Density***	***Units Allowed***
N/A	N/A	N/A

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General Plan	***Permitted Density***	***Units Allowed***
PR-OS	N/A	N/A
Proposed General Plan	***Permitted Density***	***Units Allowed***
L	5.49 du/ac	916 (based on 166.99 acres)

Pursuant to Title 19.06.040, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	10 Trees	15 Trees	Y
• South	N/A	N/A	81 Trees	N/A
• East	N/A	N/A	0 Trees	N/A
• West	1 Tree / 20 Linear Feet	43 Trees	47 Trees	Y
TOTAL PERIMETER TREES		**53 Trees**	**143 Trees**	**Y**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	6 Feet		20 Feet	Y
• South	0 Feet		0 Feet	Y
• East	0 Feet		0 Feet	Y
• West	6 Feet		20 Feet	Y
Wall Height	Not required		6' wrought iron or CMU adjacent to Orient Express Ct. Stepped retaining/ screen wall not exceeding 10' adjacent to Verlaine Ct. and existing lots to the north 10' retaining/screen wall adjacent to Hualapai Way	Y

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Open Space – R-PD only							
Total Acreage	*Density*	*Required*			*Provided*		*Compliance*
		Ratio	*Percent*	*Area*	*Percent*	*Area*	
34.07 ac	1.8	1.65	2.97%	1.01 ac	6.22%	2.12 ac	Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Alta Drive	Major Collector	Master Plan of Streets and Highways Map	84	Y
Hualapai Way	Primary Arterial	Master Plan of Streets and Highways Map	98	N

19.04.040 Connectivity		
Transportation Network Element	*# Links*	*# Nodes*
Internal Street	9	0
Intersection – Internal	0	5
Cul-de-sac Terminus	0	3
Intersection – External Street or Stub Terminus	0	0
Intersection – Stub Terminus w/ Temporary Turn Around Easements	0	0
Non-Vehicular Path - Unrestricted	0	0
Total	9	8

	Required	*Provided*
Connectivity Ratio (Links / Nodes):	**N/A**	**1.13**

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	*Gross Floor Area or Number of Units*	*Required*			*Provided*		*Compliance*
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Single Family, Detached	61 units	2 spaces per unit	122				
Accessory Structure (Class I) [Casita]	61 casitas	1 additional space per lot	61				
TOTAL SPACES REQUIRED			183		183		Y
Regular and Handicap Spaces Required			183	0	183	0	Y

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Waivers		
Requirement	***Request***	***Staff Recommendation***
Private streets must meet public street standards unless waived (47' minimum with L-curbs and sidewalks on both sides of the street)	To allow 32' wide private streets with 30" roll curbs with sidewalk on one side (easement) in a gated community	Approval

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Exhibit 74

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 21, 2017
DEPARTMENT: PLANNING
ITEM DESCRIPTION: - APPLICANT/OWNER: 180 LAND COMPANY, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-68385	Staff recommends APPROVAL.	
WVR-68480	Staff recommends APPROVAL, subject to conditions:	GPA-68385
SDR-68481	Staff recommends APPROVAL, subject to conditions:	GPA-68385 WVR-68480
TMP-68482	Staff recommends APPROVAL, subject to conditions:	GPA-68385 WVR-68480 SDR-68481

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 32

NOTICES MAILED
1,025 - GPA-68385 (By City Clerk)
255 - WVR-68480 and SDR-68481 (By City Clerk)
255 - TMP-68482 (By City Clerk)

APPROVALS
24 - GPA-68385
0 - WVR-68480 and SDR-68481
0 - TMP-68482

PROTESTS
121 - GPA-68385
67 - WVR-68480 and SDR-68481
60 - TMP-68482

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** CONDITIONS **

WVR-68480 CONDITIONS

Planning

1. Approval of a General Plan Amendment (GPA-68385) and approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-68481) and Tentative Map (TMP-68482) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

SDR-68481 CONDITIONS

Planning

1. The single family residential subdivision shall be limited to no more than 61 residential lots.

2. The residential subdivision shall be gated.

3. A separate HOA from that of the Queensridge HOA shall be created.

4. Sidewalks shall be installed on one side of each street within the residential subdivision.

5. Landscaping within the community shall meet or exceed City standards. Palm trees are a permitted plant material within common lots and buildable lots.

6. Development within the community shall be limited to single-family residential homes only.
7. Building heights shall not exceed 46 feet.

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8. A minimum home size of 3,000 square feet on lots less than or equal to 20,000 square feet in size shall be required.
9. A minimum home size of 3,500 square feet on lots over 20,000 square feet in size shall be required.

10. Perimeter and interior walls shall be composed of decorative block wall, wrought iron fencing or a combination of both. Perimeter decorative block walls are to comply with Title 19 requirements.

11. No construction shall occur during the hours of 8:00 pm and 6:00 am.

12. The subdivision's associated CC&Rs are to include design guidelines generally compatible with the Queensridge design guidelines.

13. Approval of a General Plan Amendment (GPA-68385) and approval of and conformance to the Conditions of Approval for a Waiver (WVR-68480) and Tentative Map (TMP-68482) shall be required, if approved.

14. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

15. All development shall be in conformance with the site plan, date stamped 01/25/17 and landscape plan, date stamped 01/26/17, except as amended by conditions herein.

16. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

17. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

18. The standards for this development shall include the following:

Standard	Lots less than or equal to 20,000 sf*	Lots greater than 20,000 sf
Minimum Lot Size	10,000 sf	20,000 sf
Building Setbacks:		
• Front yard to private street or access easement	30 feet	35 feet
• Side yard	5 feet	7.5 feet
• Corner side yard	12.5 feet	15 feet
• Rear yard	25 feet	30 feet

Standard	Lots less than or equal to 20,000 sf*	Lots greater than 20,000 sf
Accessory structure setbacks:		
• Porte cochere to private street	15 feet	15 feet
• Side loaded garage to side yard property line	15 feet	15 feet
• Patio covers and/or 2nd story decks	20 feet	20 feet
• Separation from principal dwelling	6 feet	6 feet
• Side yard	5 feet	5 feet
• Corner side yard	5 feet	5 feet
• Rear yard	5 feet	5 feet
Building Heights:		
• Principal dwelling	46 feet	46 feet
• Accessory structures	25 feet	30 feet
• Floors	2 stories on slab or over basement	3 stories on lots greater than 35,000 sf; otherwise 2 stories
Permitted uses	Single family residence and accessory structures**	Single family residence and accessory structures**

*Includes Lots 1, 2 and 24.
**Accessory structures may have a trellis or canopy attached to the principal dwelling.

19. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time as Final Map submittal. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

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20. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

21. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

22. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

23. Correct all Americans with Disabilities Act (ADA) deficiencies on the public sidewalks adjacent to this site in accordance with code requirements of Title 13.56.040, if any, to the satisfaction of the City Engineer concurrent with development of this site.

24. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed subdivision. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services. Curbing on one side of the 32-foot private streets shall be constructed of red concrete and shall be in accordance with the adopted Fire Code (Ordinance #6325). The required curb coloring, painting, and signage shall be privately maintained in perpetuity by the Homeowner's Association.

25. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

26. Coordinate with the Sewer Planning Section of the Department of Public Works to determine the appropriate location and depth of public sewer lines servicing this site prior to approval of construction drawings for this site. Provide appropriate Public Sewer Easements for all public sewers not located within existing public street right-of-way. Construct paved vehicular access to all new Public Sewer Manholes proposed east of this site concurrent with on-site development activities. No structures, and no trees or vegetation taller than three feet shall be allowed within any Public Sewer Easements.

27. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. The Drainage Study required by TMP-68482 may be used to satisfy this condition.

28. Site Development to comply with all applicable conditions of approval for TMP-68482 and any other site related actions.

TMP-68482 CONDITIONS

Planning

1. Approval of the Tentative Map shall be for no more than four (4) years. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map within four (4) years of the approval of the Tentative Map, this action is void.

2. Approval of a General Plan Amendment (GPA-68385) and approval of and conformance to the Conditions of Approval for Waiver (WVR-68480) and Site Development Plan Review (SDR-68481) shall be required, if approved.

3. Street names must be provided in accordance with the City's Street Naming Regulations.

4. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

5. In conjunction with creation, declaration and recordation of the subject common-interest community, and prior to recordation of the Covenants, Codes and Restrictions ("CC&R"), or conveyance of any unit within the community, the Developer is required to record a Declaration of Private Maintenance Requirements ("DPMR") as a covenant on all associated properties, and on behalf of all current and future property owners. The DPMR is to include a listing of all privately owned and/or maintained infrastructure improvements, along with assignment of maintenance responsibility for each to the common interest community or the respective individual property owners, and is to provide a brief

description of the required level of maintenance for privately maintained components. The DPMR must be reviewed and approved by the City of Las Vegas Department of Field Operations prior to recordation, and must include a statement that all properties within the community are subject to assessment for all associated costs should private maintenance obligations not be met, and the City of Las Vegas be required to provide for said maintenance. Also, the CC&R are to include a statement of obligation of compliance with the DPMR. Following recordation, the Developer is to submit copies of the recorded DPMR and CC&R documents to the City of Las Vegas Department of Field Operations.

6. All development is subject to the conditions of City Departments and State Subdivision Statutes.

Public Works

7. Grant all required public easements (sewer, drainage, fire, etc.) that are outside the boundaries of this site prior to or concurrent with the recordation of a Final Map for this site.

8. Correct all Americans with Disabilities Act (ADA) deficiencies on the public sidewalks adjacent to this site in accordance with code requirements of Title 13.56.040, if any, to the satisfaction of the City Engineer concurrent with development of this site.

9. Private streets must be granted and labeled on the Final Map for this site as Public Utility Easements (P.U.E.), Public Sewer Easements, and Public Drainage Easements to be privately maintained by the Homeowner's Association.

10. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed subdivision. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services. Curbing on one side of the 32-foot private streets shall be constructed of red concrete and shall be in accordance with the adopted Fire Code (Ordinance #6325). The required curb coloring, painting, and signage shall be privately maintained in perpetuity by the Homeowner’s Association.

11. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

12. Coordinate with the Sewer Planning Section of the Department of Public Works to determine the appropriate location and depth of public sewer lines servicing this site prior to approval of construction drawings for this site. Provide appropriate Public Sewer Easements for all public sewers not located within existing public street right-of-way. Construct paved vehicular access to all new Public Sewer Manholes proposed east of this site concurrent with on-site development activities. No structures, and no trees or vegetation taller than three feet, shall be allowed within any Public Sewer Easements.

13. A working sanitary sewer connection shall be in place prior to final inspection of any units within this development. Full permanent improvements on all major access streets, including all required landscaped areas between the perimeter wall and adjacent public street, shall be constructed and accepted by the City prior to issuance of any building permits beyond 50% of all units within this development. All off-site improvements adjacent to this site, including all required landscaped areas between the perimeter walls and adjacent public streets, shall be constructed and accepted prior to issuance of building permits beyond 75%. The above thresholds notwithstanding, all required improvements shall be constructed in accordance with the Title 19.

14. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

15. The approval of all Public Works related improvements shown on this Tentative Map is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to approval of the construction plans by the City. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the recordation of a Final Map or the approval of subdivision-related construction plans, whichever may occur first. Approval of this Tentative Map does not constitute approval of any deviations. If such approval cannot be obtained, a revised Tentative Map must be submitted showing elimination of such deviations. We note that curved sewers are not allowed and do not comply with City Standards.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing a 61-lot gated single-family residential development on a portion of a large lot currently developed as a golf course generally located at the southeast corner of Alta Drive and Hualapai Way. The development would feature custom homes and contain small open space and park areas.

ISSUES

- A General Plan Amendment is requested from PR-OS (Parks/Recreation/Open Space) to L (Low Density Residential) on the primary parcel (that makes up the Badlands Golf Course.
- A Waiver of Title 19.02 is requested to allow 32-foot wide private streets with a private sidewalk and landscape easement on one side and another landscape easement on the other side where 47-foot wide streets including sidewalks on both sides are required within a proposed gated development. Staff supports this request.
- A Site Development Plan Review for a single-family residential development on this site is required for all planned developments zoned R-PD (Residential Planned Development). The proposal includes developer-proposed standards for development of the site.
- A Tentative Map is requested for a 61-lot single-family residential subdivision on a 34.07-acre parcel, which is a portion of the primary golf course parcel that is the subject of the proposed General Plan Amendment.
- A Parcel Map (PMP-64285) dividing the majority of the Badlands Golf Course into four separate lots, including a 34.07-acre lot at the southeast corner of Alta Drive and Hualapai Way that defines the extent of the proposed residential development, was recorded on 01/24/17. Although Assessor's Parcel Numbers have not yet been assigned, recordation of the Parcel Map has created four legal lots with valid legal descriptions.

ANALYSIS

The subject parent parcel (APN 138-31-702-002) is a significant portion of a developed golf course that is located within the Peccole Ranch Master Plan. The parcel is zoned R-PD7 (Residential Planned Development – 7 Units per Acre), allowing up to 7.49 dwelling units per acre spread out across the zoning district. The proposed L (Low Density Residential) General Plan designation allows density up to 5.49 dwelling units per acre, which is consistent with the density permitted by the existing R-PD7

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zoning across the Peccole Ranch Master Plan area. The approved 1990 Peccole Ranch Master Plan indicates that the subject area is planned for both single family residential and golf course/open space/drainage uses. Over time, the development pattern in this area did not follow the master plan as approved.

Title 19.16.110 states that "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." Within the area known as the Peccole Ranch Master Plan, the 1992 General Plan for the City of Las Vegas designated the proposed golf course area P (Parks/Recreation/Open Space) and the various residential areas around the proposed golf course as ML (Medium Low Density Residential). As other uses within the Peccole Ranch Master Plan were proposed that deviated from the established General Plan or zoning, a General Plan Amendment or Rezoning was required for consistency with the General Plan. As the proposed land area is no longer intended for a golf course or open space, but instead for residential development, an amendment to the General Plan is necessary and appropriate.

As a Residential Planned Development, density may be concentrated in some areas while other areas remain less dense, as long as the overall density for this site does not exceed 7.49 dwelling units per acre. Therefore, portions of the subject area can be restricted in density by various General Plan designations. A closer examination of the existing development reveals that single-family lots adjacent to the golf course average 12,261 square feet and a density of 3.55 units per acre along Queen Charlotte Drive west of Regents Park Road, an average of 11,844 square feet and a density of 3.68 units per acre along Verlaine Court and an average of 42,806 square feet and a density of 1.02 units per acre along Orient Express Court west of Regents Park Road. Each of these adjacent developments are designated ML (Medium Low Density Residential) with a density cap of 8.49 dwelling units per acre. The proposed development would have a density of 1.79 dwelling units per acre, with an average lot size of 19,871 square feet. In addition, open space and planned park areas are included as required for all new R-PD developments. Compared with the densities and General Plan designations of the adjacent residential development, the proposed L (Low Density Residential) designation is less dense and therefore appropriate for this area, capped at 5.49 units per acre.

Open space is provided in the form of three small park areas totaling approximately 62,000 square feet. Approximately 44,000 square feet or 1.01 acres of the development must consist of usable open space, which this proposal meets. An eight-foot buffer and six-foot wrought iron fence would separate the proposed "D" Avenue from Orient Express Court to the south. These areas are all common lots to be privately maintained.

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Title 19.04 requires private streets to be developed to public street standards, which require 47-foot wide streets with sidewalks on both sides of the street, as well as either a three-foot amenity zone with street trees or a five-foot planting zone on the adjacent private properties. This is to allow adequate space for vehicular travel in both directions, as well as a safe environment for pedestrians, bicycles and other modes of transportation. In the existing adjacent residential developments, the streets range in size from 36 feet to 40 feet in width with wide roll curbs. In addition, the San Michelle North development abutting this site to the north also contains a four-foot sidewalk, six-foot amenity zone and three-foot landscape strip within a common element on the north side of Queen Charlotte Drive. The side streets in that development contain the 36-foot private roadway with a four-foot sidewalk and five-foot amenity zone on one side contained in a private easement for a total sectional width of 45 feet.

The applicant is requesting a street section comparable to San Michelle North, with proposed 32-foot private streets with 30-inch roll curbs, a four-foot sidewalk and three-foot private landscape easement on one side and a five-foot private landscape easement on the other side for a total sectional width of 44 feet. A 32-foot wide street will allow for emergency vehicle access while still permitting parking on one side. Red colored concrete and signage will be required to clearly mark the side of the street with no parking. This design is comparable to the private streets in the adjacent gated subdivisions along the golf course. Staff can support the Waiver request with conditions that include a requirement for the applicant to coordinate with the Fire Protection Engineering Section of the Department of Fire Services to discuss the design and layout of all onsite private circulation and access drives to meet current fire codes.

The Site Development Plan Review describes two lot types with different development standards; those that contain 20,000 square feet or less and those containing greater than 20,000 square feet. However, three lots (Lots 1, 2 and 24) are included with the "20,000 square feet or less" classification for consistency of development. Development standards for lots that are 20,000 square feet or less are generally consistent with R-D zoned properties, while those in the category greater than 20,000 square feet are generally consistent with R-E zoned properties. Some exceptions include building height, which is proposed to be 40-50 feet where 35 feet is the requirement in the standard zoning districts, and patio covers, which are treated the same as second story decks unlike in the Unified Development Code. The additional height is comparable to existing residential dwellings in the R-PD7 zoning district. It is noted that no building height restriction was conditioned for the existing residential development surrounding the subject property.

The submitted Tentative Map contains the elements necessary for a complete submittal. The natural slope from west to east across the site is approximately 2.5 percent. Per Title 19, a development having a natural slope of greater than two percent is allowed to contain up to six-foot retaining walls and eight-foot screen walls on the perimeter, with a maximum height of 12 feet. A 10-foot combined perimeter wall consisting of no more

than six feet of retaining is proposed along Hualapai Way, set back 20 feet from the property line. Only the screen wall would be visible from Hualapai Way. A six-foot screen wall or fence is proposed on the east perimeter at Regents Park Road.

The submitted north-south cross section depicts maximum natural grade at two percent across this site. Per Title 19, a development with natural slope of two percent or greater is allowed to contain up to six-foot retaining walls and eight-foot screen walls on the perimeter, with a maximum height of 12 feet. The retaining walls along the northern property line are shown as maximum six-foot retaining walls, with a maximum of 10 feet of both retaining and screening. From the adjacent properties, no more than 10 feet of wall or wrought iron fencing would be visible.

Per Title 19.04.040, the Connectivity Ratio requirement does not apply for R-PD developments. In addition, per Title 19.04.010, where a proposed development is adjacent to existing improvements, the Director of Public Works has the right to determine the appropriateness of implementing Complete Streets standards, including connectivity. In this case, Public Works has determined that it would be inappropriate to implement the connectivity standards, given the design of the existing residential development and configuration of available land for development.

FINDINGS (GPA-68385)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The density of the proposed General Plan Amendment is compatible with the existing adjacent land use designations, which include ML (Medium Low Density Residential), MLA (Medium Low Attached Density Residential) and PR-OS (Parks/Recreation/Open Space); the L (Low Density Residential) designation is less dense than any of these residential land use designations. However, as a Residential Planned Development, density may be concentrated in some areas while other areas remain less dense.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The overall residential development, including the proposed site and surrounding adjacent residential development, is zoned R-PD7 (Residential Planned Development – 7 Units per Acre), which is allowed by the proposed amendment. Additionally, the zoning districts allowed by the proposed L (Low Density Residential) designation would be less dense than the existing R-PD7 zoning district.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   Additional streets, utilities and open space amenities would be constructed or extended to support the residential uses permitted by the proposed General Plan Amendment to L (Low Density Residential).

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   The proposed General Plan Amendment is consistent with the Peccole Ranch Master Plan, which designates the subject area for single family residential uses.

FINDINGS (WVR-68480)

Staff supports Title 19 requirements for streets within the city, which require private streets to be developed to public street standards. The Unified Development Code requires 47-foot wide private streets that contain sidewalks on both sides. However, none of the existing residential developments with private streets in this area adhere to this standard. The applicant is proposing streets that provide similar amenities and widths to the adjacent private streets, once private easements are granted. This configuration would be more compatible with the surrounding development than the required 47-foot streets. Build-out of the proposed streets will not cause an undue hardship to the surrounding properties and will allow for fire access and limited on-street parking. Therefore, staff recommends approval of the requested waiver, with conditions.

FINDINGS (SDR-68481)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed residential lots throughout the subject site are comparable in size to the existing residential lots directly adjacent to the proposed lots. The development standards proposed are compatible with those imposed on the adjacent lots. Several small park and open space amenities are provided for the benefit of residents.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed development would be consistent with the General Plan if the plan is concurrently amended to L (Low Density Residential) or a lower density designation. The proposal for single-family residential and accessory uses is consistent with the approved 1990 Peccole Ranch Master Plan, which designates the subject area for single family uses. The proposed R-PD development is consistent with Title 19 requirements for residential planned developments prior to the adoption of the Unified Development Code. However, streets are not designed to public street standards as required by the Unified Development Code Title 19.04, for which a waiver is necessary.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access is proposed from Hualapai Way through a gate that meets Uniform Standard Drawing specifications. The street system does not connect to any existing streets and therefore should not negatively affect traffic within the existing residential areas.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Custom homes are proposed on the subject lots, which will be subject to future permit review. Landscape materials are drought tolerant and appropriate for this area.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

Custom homes are proposed on the subject lots, which will be subject to future permit review against the proposed development standards.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

Development of this site will be subject to building permit review and inspection, thereby protecting the public health, safety and general welfare.

FINDINGS (TMP-68482)

The submitted Tentative Map is in conformance with all Title 19 and NRS requirements for tentative maps.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/17/80	The Board of City Commissioners approved the Annexation (A-0018-80) of 2,243 acres bounded by Sahara Avenue on the south, Hualapai Way on the west, Ducharme Avenue on the north and Durango Drive on the east. The annexation became effective on 12/26/80.
04/15/81	The Board of City Commissioners approved a General Plan Amendment (Agenda Item IX.B) to expand the Suburban Residential Land Use category and add the Rural Density Residential category generally located north of Sahara Avenue, west of Durango Drive.
	The Board of City Commissioners approved a Generalized Land Use Plan (Agenda Item IX.C) for residential, commercial and public facility uses on the Peccole property and the south portion of Angel Park lying within city limits. The maximum density of this plan was 24 dwelling units per acre.
05/20/81	The Board of City Commissioners approved a Rezoning (Z-0034-81) from N-U (Non-Urban) to R-1 (Single Family Residence), R-2 (Two Family Residence), R-3 (Limited Multiple Residence), R-MHP (Residential Mobile Home Park), R-PD7 (Residential Planned Development), R-PD8 (Residential Planned Development), P-R (Professional Offices and Parking), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) generally located north of Sahara Avenue, south of Westcliff Drive and extending two miles west of Durango Drive. The Planning Commission and staff recommended approval.

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Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/07/86	The City Council approved the Master Development Plan for Venetian Foothills on 1,923 acres generally located north of Sahara Avenue between Durango Drive and Hualapai Way. The Planning Commission and staff recommended approval. This plan included two 18-hole golf courses and a 106-acre regional shopping center. [Venetian Foothills Master Development Plan]
	The City Council approved a Rezoning (Z-0030-86) to reclassify property from N-U (Non-Urban) (under Resolution of Intent) to R-PD4 (Residential Planned Development), P-R (Professional Offices and Parking), C-1 (Limited Commercial), and C-V (Civic) on 585.00 acres generally located north of Sahara Avenue between Durango Drive and Hualapai Way. The Planning Commission and staff recommended approval. [Venetian Foothills Phase One]
02/15/89	The City Council considered and approved a revised master development plan for the subject site and renamed it Peccole Ranch to include 1,716.30 acres. Phase One of the Plan is generally located south of Charleston Boulevard, west of Fort Apache Road. Phase Two of the Plan is generally located north of Charleston Boulevard, west of Durango Drive, and south of Charleston Boulevard, east of Hualapai Way. The Planning Commission and staff recommended approval. A condition of approval limited the maximum number of dwelling units in Phase One to 3,150. [Peccole Ranch Master Development Plan]
02/15/89	The City Council approved a Rezoning (Z-0139-88) on 448.80 acres from N-U (Non-Urban) under Resolution of Intent to R-PD4, P-R, C-1 and C-V to R-PD7 (Residential Planned Development – 7 Units per Acre), R-3 (Limited Multiple Residence) and C-1 (Limited Commercial). [Peccole Ranch Phase One]
04/04/90	The City Council approved an amendment to the Peccole Ranch Master Development Plan to make changes related to Phase Two of the Plan and to reduce the overall acreage to 1,569.60 acres. Approximately 212 acres of land in Phase Two was planned for a golf course. The Planning Commission and staff recommended approval. [Peccole Ranch Master Development Plan]
	The City Council approved a Rezoning (Z-0017-90) from N-U (Non-Urban) (under Resolution of Intent to multiple zoning districts) to R-3 (Limited Multiple Residence), R-PD7 (Residential Planned Development – 7 Units per Acre) and C-1 (Limited Commercial) on 996.40 acres on the east side of Hualapai Way, west of Durango Drive, between the south boundary of Angel Park and Sahara Avenue. A condition of approval limited the maximum number of dwelling units for Phase Two of the Peccole Ranch Master Development Plan to 4,247 units. The Planning Commission and staff recommended approval. [Peccole Ranch Phase Two]

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Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/05/96	A (Parent) Final Map (FM-0008-96) for a 16-lot subdivision (Peccole West) on 570.47 acres at the northeast corner of Charleston Boulevard and Hualapai Way was recorded [Book 77 Page 23 of Plats]. The golf course was located on Lot 5 of this map.
08/14/97	The Planning Commission approved a request for a Site Development Plan Review [Z-0017-90(20)] for a proposed 76-lot single family residential development on 36.30 acres south of Alta Drive, east of Hualapai Way. Staff recommended approval.
03/30/98	A Final Map (FM-0190-96) for a four-lot subdivision (Peccole West Lot 10) on 184.01 acres at the southeast corner of Alta Drive and Hualapai Way was recorded [Book 83 Page 61 of Plats].
03/30/98	A Final Map [FM-0008-96(1)] to amend portions of Lots 5 and 10 of the Peccole West Subdivision Map on 368.81 acres at the northeast corner of Charleston Boulevard and Hualapai Way was recorded [Book 83 Page 57 of Plats].
10/19/98	A Final Map (FM-0027-98) for a 45-lot single family residential subdivision (San Michelle North) on 17.41 acres generally located south of Alta Drive, east of Hualapai Way was recorded [Book 86 Page 74 of Plats].
12/17/98	A Final Map (FM-0158-97) for a 21-lot single family residential subdivision (Peccole West – Parcel 20) on 20.65 acres generally located south of Alta Drive, east of Hualapai Way was recorded [Book 87 Page 54 of Plats].
09/23/99	A Final Map (FM-0157-97) for a 41-lot single family residential subdivision (Peccole West – Parcel 19) on 15.10 acres generally located south of Alta Drive, east of Hualapai Way was recorded [Book 91 Page 47 of Plats].
06/18/15	A four-lot Parcel Map (PMP-59572) on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard was recorded [Book 120 Page 49 of Parcel Maps].
11/30/15	A two-lot Parcel Map (PMP-62257) on 70.52 acres at the southwest corner of Alta Drive and Rampart Boulevard was recorded [Book 120 Page 91 of Parcel Maps].
01/12/16	The Planning Commission voted [6-0] to hold requests for a General Plan Amendment (GPA-62387) from PR-OS (Parks/Recreation/Open Space) to H (High Density Residential), a Rezoning (ZON-62392) from R-PD7 (Residential Planned Development – 7 Units per Acre) to R-4 (High Density Residential) and a Site Development Plan Review (SDR-62393) for a proposed 720-unit multi-family residential development in abeyance to the March 8, 2016 Planning Commission meeting at the request of the applicant.

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Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/08/16	The Planning Commission voted [7-0] to hold GPA-62387, ZON-62392 and SDR-62393 in abeyance to the April 12, 2016 Planning Commission meeting at the request of the applicant.
03/15/16	A two-lot Parcel Map (PMP-63468) on 53.03 acres at the southwest corner of Alta Drive and Rampart Boulevard was recorded [Book 121 Page 12 of Parcel Maps].
04/12/16	The Planning Commission voted [7-0] to hold GPA-62387, ZON-62392 and SDR-62393 in abeyance to the May 10, 2016 Planning Commission meeting at the request of the applicant.
04/12/16	The Planning Commission voted [7-0] to hold requests for a Major Modification (MOD-63600) of the 1990 Peccole Ranch Master Plan; a Development Agreement (DIR-63602) between 180 Land Co., LLC, et al. and the City of Las Vegas; a General Plan Amendment (GPA-63599) from PR-OS (Parks/Recreation/Open Space) to DR (Desert Rural Density Residential) and H (High Density Residential); and a Rezoning (ZON-62392) from R-PD7 (Residential Planned Development – 7 Units per Acre) to R-E (Residence Estates) and R-4 (High Density Residential) on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard in abeyance to the May 10, 2016 Planning Commission meeting at the request of the applicant.
05/10/16	The Planning Commission voted [7-0] to hold GPA-62387, ZON-62392 and SDR-62393 in abeyance to the July 12, 2016 Planning Commission meeting at the request of City staff.
	The Planning Commission voted [7-0] to hold MOD-63600, GPA-63599, ZON-63601 and DIR-63602 in abeyance to the July 12, 2016 Planning Commission meeting at the request of City staff.
07/12/16	The Planning Commission voted [5-2] to hold GPA-62387, ZON-62392 and SDR-62393 in abeyance to the October 11, 2016 Planning Commission meeting.
	The Planning Commission voted [5-2] to hold MOD-63600, GPA-63599, ZON-63601 and DIR-63602 in abeyance to the October 11, 2016 Planning Commission meeting.
08/09/16	The Planning Commission voted [7-0] to rescind the action taken on 07/12/16 to hold GPA-62387, ZON-62392 and SDR-62393 in abeyance to the October 11, 2016 Planning Commission meeting. Action was then taken to reschedule the hearing of these items at a special Planning Commission meeting on 10/18/16.
08/09/16	The Planning Commission voted [7-0] to rescind the action taken on 07/12/16 to hold MOD-63600, GPA-63599, ZON-63601 and DIR-63602 in abeyance to the October 11, 2016 Planning Commission meeting. Action was then taken to reschedule the hearing of these items at a special Planning Commission meeting on 10/18/16, at which they were recommended for denial.

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Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/16/16	At the applicant's request, the City Council voted to Withdraw Without Prejudice requests for a Major Modification (MOD-63600) of the 1990 Peccole Ranch Master Plan; a Development Agreement (DIR-63602) between 180 Land Co., LLC, et al. and the City of Las Vegas; a General Plan Amendment (GPA-63599) from PR-OS (Parks/Recreation/Open Space) to DR (Desert Rural Density Residential) and H (High Density Residential); and a Rezoning (ZON-62392) from R-PD7 (Residential Planned Development – 7 Units per Acre) to R-E (Residence Estates) and R-4 (High Density Residential) on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard. The Planning Commission recommended denial; staff recommended approval.
	The Planning Commission voted to hold in abeyance to the January 18, 2017 City Council meeting a General Plan Amendment (GPA-62387) from PR-OS (Parks/Recreation/Open Space) to H (High Density Residential), a Rezoning (ZON-62392) from R-PD7 (Residential Planned Development – 7 Units per Acre) to R-4 (High Density Residential) and a Site Development Plan Review (SDR-62393) for a proposed 720-unit multi-family residential development on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard. The Planning Commission and staff recommended approval.
01/10/17	The Planning Commission voted to hold in abeyance to the February 14, 2017 Planning Commission meeting GPA-68385 [PRJ-67184].
01/18/17	The City Council voted to hold in abeyance to the February 15, 2017 City Council meeting GPA-62387, ZON-62392 and SDR-62393 at the applicant's request.
01/24/17	A four-lot Parcel Map (PMP-64285) on 166.99 acres at the southeast corner of Alta Drive and Hualapai Way was recorded [File 121 Page 100 of Parcel Maps].
02/14/17	The Planning Commission voted to recommend APPROVAL on the following requests: • Waiver (WVR-68480) 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 • Site Development Plan Review (SDR-68481) FOR A PROPOSED 61-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT • Tentative Map (TMP-68482) 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]

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Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/14/17	The Planning Commission vote resulted in a TIE which is tantamount to DENIAL on a request for a General Plan Amendment (GPA-68385) which is a 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].
03/15/17	The City Council voted to hold the following four related items in abeyance to the April 19, 2017 City Council meeting. • General Plan Amendment (GPA-68385) which is a FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO: L (LOW DENSITY RESIDENTIAL) • Waiver (WVR-68480) 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 • Site Development Plan Review (SDR-68481) FOR A PROPOSED 61-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT • Tentative Map (TMP-68482) 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]
04/19/17	The City Council voted to hold the following four related items in abeyance to the May 17, 2017 City Council meeting. • General Plan Amendment (GPA-68385) which is a FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO: L (LOW DENSITY RESIDENTIAL) • Waiver (WVR-68480) 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 • Site Development Plan Review (SDR-68481) FOR A PROPOSED 61-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT • Tentative Map (TMP-68482) 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]

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Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/17/17	The City Council voted to hold the following four related items in abeyance to the June 21, 2017 City Council meeting. • General Plan Amendment (GPA-68385) which is a FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO: L (LOW DENSITY RESIDENTIAL) • Waiver (WVR-68480) 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 • Site Development Plan Review (SDR-68481) FOR A PROPOSED 61-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT • Tentative Map (TMP-68482) 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]

Most Recent Change of Ownership	
11/16/15	A deed was recorded for a change in ownership on APN 138-31-702-002.

Related Building Permits/Business Licenses
There are no building permits or business licenses relevant to these requests.

Pre-Application Meeting	
09/29/16	A pre-application meeting was held to discuss submittal requirements for Site Development Plan Review and Tentative Map applications. The applicant proposed 30-foot wide private streets with 30-inch roll curbs. Staff indicated that a Waiver would be necessary to deviate from public street standards. There was concern that the long and narrow streets would come into conflict with fire codes and that the applicant should work with staff to address these issues. In addition, the applicant was advised that a parcel map currently in review would need to be recorded prior to these items being notified for hearing.
12/06/16	The requirement for a General Plan Amendment and neighborhood meeting was added to the original submittal checklist.

SS

Neighborhood Meeting	
01/09/17	A neighborhood meeting was held at the Badlands Golf Course Clubhouse at 9119 Alta Drive, Las Vegas, Nevada. Approximately 50 members of the public were in attendance, as well as seven members of the development team, one City Council Ward staff member and one Department of Planning staff member. The applicant set up display boards showing the proposed General Plan Amendment. At sign in, neighbors were given a handout describing the request, which noted that the item had been requested to be abeyed to the February 14, 2017 Planning Commission meeting. No formal presentation was given; instead, members of the public were invited to examine the request and approach development team members with any questions.

Field Check	
01/05/17	The site contains a well-maintained golf course surrounded by existing single-family residential dwellings.

Details of Application Request	
Site Area	
Net Acres (GPA)	166.99
Net Acres (WVR/SDR/TMP)	34.07

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Commercial Recreation/Amusement (Outdoor) – Golf Course	PR-OS (Parks/Recreation/Open Space)	R-PD7 (Residential Planned Development – 7 Units per Acre)
North	Multi-Family Residential (Condominiums) / Club House	GTC (General Tourist Commercial)	PD (Planned Development)
	Hotel/Casino	SC (Service Commercial)	C-1 (Limited Commercial)
	Office, Medical or Dental		

SS

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
North	Single Family, Detached	ML (Medium Low Density Residential)	R-PD7 (Residential Planned Development – 7 Units per Acre)
		MLA (Medium Low Attached Density Residential)	R-PD10 (Residential Planned Development – 10 Units per Acre)
South	Office, Other Than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
	Single Family, Detached	ML (Medium Low Density Residential)	R-PD7 (Residential Planned Development – 7 Units per Acre)
	Single Family, Attached	M (Medium Density Residential)	R-PD10 (Residential Planned Development – 10 Units per Acre)
	Multi-Family Residential		R-3 (Medium Density Residential)
East	Shopping Center	SC (Service Commercial)	PD (Planned Development)
	Office, Other Than Listed		C-1 (Limited Commercial)
	Mixed Use	GC (General Commercial)	C-2 (General Commercial)
	Utility Installation	PF (Public Facilities)	C-V (Civic)
	Single Family, Attached	M (Medium Density Residential)	R-PD10 (Residential Planned Development – 10 Units per Acre)
West	Single Family, Detached	SF2 (Single Family Detached – 6 Units per Acre)	P-C (Planned Community)
	Golf Course	P (Parks/Open Space)	

SS

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
West	Multi-Family Residential	MF2 (Medium Density Multi-family – 21 Units per Acre)	

Master Plan Areas	*Compliance*
Peccole Ranch	Y
Special Purpose and Overlay Districts	***Compliance***
R-PD (Residential Planned Development) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Las Vegas Zoning Code Title 19.06.040 prior to Ordinance 6135 (March 2011), the Development Standards within an R-PD District are established by the Site Development Plan. The following standards are proposed by the applicant:

Standard	**Lots less than or equal to 20,000 sf***	**Lots greater than 20,000 sf**
Minimum Lot Size	10,000 sf	20,000 sf
Building Setbacks:		
• Front yard to private street or access easement	30 feet	35 feet
• Side yard	5 feet	7.5 feet
• Corner side yard	12.5 feet	15 feet
• Rear yard	25 feet	30 feet
Accessory structure setbacks:		
• Porte cochere to private street	15 feet	15 feet
• Side loaded garage to side yard property line	15 feet	15 feet
• Patio covers and/or 2nd story decks	20 feet	20 feet
• Separation from principal dwelling	6 feet	6 feet
• Side yard	5 feet	5 feet
• Corner side yard	5 feet	5 feet
• Rear yard	5 feet	5 feet

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Standard	Lots less than or equal to 20,000 sf*	Lots greater than 20,000 sf
Building Heights: • Principal dwelling • Accessory structures • Floors	 40 feet 25 feet 2 stories on slab or over basement	 50 feet 30 feet 3 stories on lots greater than 35,000 sf; otherwise 2 stories
Permitted uses	Single family residence and accessory structures**	Single family residence and accessory structures**
Lot Coverage	Bound by setbacks	Bound by setbacks

*Includes Lots 1, 2 and 24.
**Accessory structures may have a trellis or canopy attached to the principal dwelling.

Existing Zoning	***Permitted Density***	***Units Allowed***
R-PD7	7.49 du/ac	1,250 (based on 166.99 acres)
Proposed Zoning	***Permitted Density***	***Units Allowed***
N/A	N/A	N/A
General Plan	***Permitted Density***	***Units Allowed***
PR-OS	N/A	N/A
Proposed General Plan	***Permitted Density***	***Units Allowed***
L	5.49 du/ac	916 (based on 166.99 acres)

Pursuant to Title 19.06.040, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	10 Trees	15 Trees	Y
• South	N/A	N/A	81 Trees	N/A
• East	N/A	N/A	0 Trees	N/A
• West	1 Tree / 20 Linear Feet	43 Trees	47 Trees	Y

SS

Pursuant to Title 19.06.040, the following standards apply:

Landscaping and Open Space Standards					
Standards	***Required***		***Provided***		***Compliance***
	Ratio	***Trees***			
TOTAL PERIMETER TREES			**53 Trees**	**143 Trees**	**Y**
LANDSCAPE BUFFER WIDTHS					
Min. Zone Width					
• North	6 Feet			20 Feet	Y
• South	0 Feet			0 Feet	Y
• East	0 Feet			0 Feet	Y
• West	6 Feet			20 Feet	Y
Wall Height	Not required		6' wrought iron or CMU adjacent to Orient Express Ct. Stepped retaining/ screen wall not exceeding 10' adjacent to Verlaine Ct. and existing lots to the north 10' retaining/screen wall adjacent to Hualapai Way		Y

Open Space – R-PD only							
Total Acreage	***Density***	***Required***			***Provided***		***Compliance***
		Ratio	***Percent***	***Area***	***Percent***	***Area***	
34.07 ac	1.8	1.65	2.97%	1.01 ac	6.22%	2.12 ac	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Alta Drive	Major Collector	Master Plan of Streets and Highways Map	84	Y
Hualapai Way	Primary Arterial	Master Plan of Streets and Highways Map	98	N

SS

19.04.040 Connectivity		
Transportation Network Element	***# Links***	***# Nodes***
Internal Street	9	0
Intersection – Internal	0	5
Cul-de-sac Terminus	0	3
Intersection – External Street or Stub Terminus	0	0
Intersection – Stub Terminus w/ Temporary Turn Around Easements	0	0
Non-Vehicular Path - Unrestricted	0	0
Total	9	8

	Required	***Provided***
Connectivity Ratio (Links / Nodes):	**N/A**	**1.13**

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Single Family, Detached	61 units	2 spaces per unit	122				
Accessory Structure (Class I) [Casita]	61 casitas	1 additional space per lot	61				
TOTAL SPACES REQUIRED			183		183		Y
Regular and Handicap Spaces Required			183	0	183	0	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Private streets must meet public street standards unless waived (47’ minimum with L-curbs and sidewalks on both sides of the street)	To allow 32’ wide private streets with 30” roll curbs with sidewalk on one side (easement) in a gated community	Approval

SS

Exhibit 75

ABEYANCE - GPA-68385 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible action on a 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]. Staff has NO RECOMMENDATION.

WVR-68480 - WAIVER RELATED TO GPA-68385 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible action on a 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]. Staff recommends APPROVAL.

SDR-68481 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-68385 AND WVR-68480 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible action on a 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]. Staff recommends APPROVAL.

TMP-68482 - TENTATIVE MAP RELATED TO GPA-68385, WVR-68480 AND SDR-68481 - PARCEL 1 @ THE 180 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible action on a 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]. Staff recommends APPROVAL.

Appearance List:

TRINITY SCHLOTTMAN, Chairman
TODD L. MOODY, Commissioner
PETER LOWENSTEIN, Planning Section Manager
PAULA QUAGLIANA, Queensridge resident
STEPHANIE ALLEN, Attorney representing the applicant
FRANK SCHRECK, Queensridge resident
MICHAEL BUCKLEY, Attorney, representing the Frank and Jill Fertitta Family Trust
CLYDE SPITZE, Queensridge resident
GEORGE GARCIA, 1055 Whitney Ranch Drive, Henderson
SHAUNA HUGHES, representing Queensridge Homeowners Association
ELAINE WENGER-ROESENER, President of the Queensridge Homeowners Association
HERMAN AHLERS, Queensridge resident
RON IVERSEN, Queensridge resident
STEVE SEROKA, Queensridge area resident
ANNE SMITH, Queensridge resident
DEBRA KANER, Queensridge resident
GORDON CULP, Queensridge resident
RAY STAZZONI, Queensridge, resident
CLYDE TURNER, Queensridge resident

EVA THOMAS, Queensridge resident
DUNCAN LEE, Queensridge resident
MARK NEWMAN, area resident
PATRICK SPILOTRO, Queensridge resident
DALE ROESENER, Queensridge resident
CHRISTINA ROUSH, Queensridge resident
JAMES JIMMERSON, Attorney, representing the applicant
CHRIS KAEMPFER, Attorney, representing the applicant
GLENN TROWBRIDGE, Commissioner
FRANK PANKRATZ
CEDRIC CREAR, Commissioner
BRAD JERBIC, City Attorney
SAM CHERRY, Commissioner
VICKI QUINN, Commissioner

(5 hours and 15 minutes) [6:15 – 11:15]
Typed by: Speechpad.com
Proofed by: Patty Hlavac

CHAIRMAN SCHLOTTMAN

Moving on to Items 21 through 24. abeyance GPA-68385, Applicant/Owner 180 Land Company, LLC, for possible action on a request for a General Plan Amendment from PR-OS (Parks/Recreational/Open Space) to L (Low Density Residential) at the southeast corner of Alta Drive and Hualapai Way, Ward 2 (Beers). Staff recommends approval.

Item 22, Waiver 68480 for possible action on a 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 subdivision, Ward 2 (Beers). Staff recommends approval.

Item 23, SDR-68481 for possible action on a request for a Site Development Plan Review for a proposed 61-lot single family residential development, Ward 2 (Beers). Staff recommends approval.

And Item 24, TMP-68482 for possible action on a request for a Tentative Map for a 61-lot single family residential subdivision, Ward 2 (Beers). Staff recommends approval.

Can we get the Staff report, please?

COMMISSIONER MOODY

Mr. Chairman? I'm sorry to interrupt before Staff's report, but I just want to make a disclosure before-

CHAIRMAN SCHLOTTMAN

Yes. Please do.

COMMISSIONER MOODY

-we hear this item. Back in April of 2016, I sought an opinion from our City Attorney, Mr. Jerbic, with two questions for him based on the Badlands applications. One was because of the proximity of the law firm, the building that I work for, which is at the corner of Alta and Hualapai, and the other one was based on my friendship with Billy Bayne, an officer of the former owner of the property. Mr. Jerbic sent me a letter, dated April 12, 2016, stating that I do

not have a conflict and asking me to put this into the record each time one of these applications appears.

So I just want to make that part of the record tonight. I plan to hear the application, hear the public hearing and then participate in the vote.

CHAIRMAN SCHLOTTMAN

Thank you. I appreciate that. Staff report, please.

MR. LOWENSTEIN

Mr. Chairman, the proposed 61-lot residential development would have a net density of 1.79 dwelling units per acre. The proposed low density general plan designation, which allows up to 5.40 units per acre, allows for less intense development than the surrounding established residential areas, which allow up to 8.49 units per acre. The densities and average lot size of the proposed development are compatible to the adjacent residential lots. Staff therefore recommends approval of the General Plan Amendment to low density residential.

The Applicant is requesting interior streets that do not meet Title 19 standards. However, the proposed private interior streets will provide roadways, sidewalks, and landscaping in a configuration similar and compatible with that of the surrounding development. The 30-foot wide streets will allow for emergency access and limited on street parking, while the adjacent sidewalk and landscaping will provide safe pedestrian movement and enhance aesthetics within the subdivision. Staff therefore recommends approval of the requested waiver.

The development standards proposed by the Applicant fall into two categories, those containing 20,000 square feet or less, and those containing greater than 20,000 square feet. Standards for a lot 20,000 square feet or less are generally consistent with the RD zoning properties, and lots greater than 20,000 square feet are generally consistent with RE zoned properties.

If applied, these standards would allow for development that is compatible with that of the surrounding gated neighborhoods. In addition, the proposed plan includes usable open space areas that exceed the requirements of Title 19. Staff therefore recommends approval of the Site Development Plan Review and Tentative Map.

If approved, Staff would like to amend Condition 6 of SDR-68481 to reflect a double asterisk being placed within both columns of the permitted uses row. Thank you.

CHAIRMAN SCHLOTTMAN

Thank you. And before we get started, just by a show of hands, can we see how many people are here to talk on this item tonight? Okay. So what I'm going to do, because we already heard this item and we had the special hearing on this and this isn't dealing with the; Ma'am, if I can ask you can sit down right now. I will bring you up in a moment.

PAULA QUAGLIANA

Okay. I apologize.

CHAIRMAN SCHLOTTMAN

No problem.

PAULA QUAGLIANA

But I didn't want you to forget. Thank you.

CHAIRMAN SCHLOTTMAN

Right. I'm going to give the Applicant 10 minutes to present. And then if the consultants or the HOA wants to get up and give a 10-minute presentation, we'll give you 10 minutes, and then we'll give each applicant up to 2 minutes and try moving this meeting along.
So, with that being said, can we have your name and address for the record?

STEPHANIE ALLEN

Sure. Thank you, Mr. Chairman, Commissioners. Stephanie Allen, 1980 Festival Plaza, here on behalf of the Applicant. First of all, we very much appreciate your consideration this evening. I know you have spent hours and hours and hours of time on this application and on this particular property.

We were before you a few weeks ago with the overall proposed development plan for this property, and on the aerial you can see here this is the overall property that was before you previously. You considered it for hours. You heard testimony from all of us, our experts, the residents in the area; and at that meeting, the outcome of that meeting was a recommendation of approval on the portion that's at the corner of Alta and Rampart and denial of the remainder of the application.

I'm sure you all know we have since then withdrawn those applications, with the exception of the corner, which is going to City Council tomorrow, but we listened to your recommendation and have since withdrawn the remainder of that application.

So what we're before you today with is simply an application to do a development within the existing zoning on a portion of the property. The portion of the property that's before you this evening in grey is for the GPA request, and that is at the request of Staff asked us to submit a GPA to be consistent with the RPD-7 zoning that's already on the property. So the area in grey covers the GPA request.

The portion of the property that the remainder of the applications relate to is the approximately 34 acres of property right at the southeast corner of Alta Drive and Hualapai Way. And what we're proposing, as I mentioned, is a development within the existing RPD-7, in fact significantly lower than the RPD-7 that's the zoning on the property. RPD-7 allows up to 7.4 units to the acre. What we're proposing on this small portion of the property is a density of approximately 1.79 units to the acre.

You heard your Staff say this evening that that is appropriate and compatible for the area and this application is simply a submittal that is consistent with what's already in the Queensridge development.

We understand that this is an infill piece of property. There's obviously a very nice community that already exists here, so we're sensitive to the fact that we're coming in to develop a project within essentially an infill parcel development. So what we did is we did have a voluntary neighborhood meeting last night with the residents that immediately surround this area.

We heard from them quite a bit of input. Many of them are here tonight. I'm sure many of them are still in opposition to this portion of the project or what's before you this evening, just as they

were to the development plan, the overall development plan that was before you a few weeks ago. But we did have some very good dialogue. We heard a lot of feedback from the residents.

So, after I go over the overall project, I'll share with you a number of conditions that we're willing to offer tonight that were in response to some of the feedback that we heard last night at that neighborhood meeting. And we will assure you that, depending on whatever happens tonight, we'll certainly continue that dialogue between now and City Council if there are things that we can continue to do on this project that would further address their concerns.

With respect to the proposed plan, as I mentioned, this is at the corner of Hualapai and Alta. This property will not be reliant on or a part of the Queensridge community whatsoever. There will be a new gated entry that will be located on Hualapai Way, located right here, with an open space area in green or the lighter green located right at the main entrance.

The street network will be a new street network, separate and apart from the Queensridge street network. As you can see on your Agenda, one of the requested applications is a waiver to allow an alternative street scenario. That is consistent with what is already existing in the community to the north, and I'll show you an exhibit on that. But basically we're asking for sidewalks on one side of the street with landscaping and then the rolled curbs, very similar to St. Michel, that's to the north of the project.

The overall density, as I mentioned, is 1.7 units to the acre. We have 61 lots that are proposed here. The lot sizes are consistent with basically what's already out there, and we tried to line these up lot for lot with the existing homes.

The reason I'm showing this, this is not the site plan, but it's an easier exhibit so that you can see the existing homes in this lighter grey, and you can see that, for example, along Orient Express here to the south, there are one, two, three, four, five homes located in this area that we're proposing, and you'll see here one, two, three, four, five homes located on Orient Express with sizes that are substantially similar in size to those that are already existing.

Similarly here, just by way of example, there's one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen homes on Orient Express located right here. We are proposing one, two, three, four, five, six, seven, eight, nine homes across the street. Again, very much

substantially the same in size, compatible and harmonious with what is currently out there. They will all be custom homes, so similar to what's already in Queensridge.

One of the questions that came up last night was what they would look like. Would they be compatible with what's already existing out there? So, when I read in the conditions that we're willing to agree to, one of them is that the CC&Rs for this new community will have design guidelines that are compatible with the existing Queensridge design standards so that the communities are compatible. So I'll read that into the record shortly.

But again, overall, this is the proposed project. There will be cul-de-sacs at the end, right here where Regent Park Road is located, so there won't be any access to the east. All of the access will be on Hualapai, and that's basically the overall project.

The conditions of approval that we heard concerns from folks and are willing to agree to tonight I've already provided to your staff. I also emailed those out to any of the residents that provided me with their email address last night. I sent those to them so that they knew what we would be saying tonight.

Many of these are kind of duplicative and are already in your Staff Report, but we want to make sure they're tied to the application so that the residents understand that they are protected and we are limited to just this site plan should it be approved tonight.

So the first one is that a single family residential development shall be limited to no more than 61 lots. So I think that goes without saying that we would have to come back if we wanted to revise anything, but we'd like to agree to a condition so that even though the zoning on the property is RPD-7, we would be limited to the density of 1.79 units to the acre, which is significantly less than what the zoning is.

Number two, a residential subdivision shall be gated, so we'd be required to gate this entryway. A separate HOA from the Queensridge HOA would be created. Sidewalks would be installed on one side of each street within the residential development. Landscaping within the community shall meet or exceed the city standards, and palm trees would be permitted as a plant material within the common lots and the buildable lots.

Development within the community shall be limited to single family residential homes only. Building heights, what we had originally suggested was that building heights for the homes

would not exceed any of the Queensridge homes, the existing Queensridge homes. Staff had asked us to put a number on that. What we believe is the highest home in Queensridge is 46 feet, so we'd be willing to agree to a condition that building heights shall not exceed 46 feet.

A minimum home size of 3,000 square feet on lots that are less than or equal to 20,000 square feet would be required, and then a minimum home size of 3,500 square feet on lots that are over 20,000 square feet in size would be required.

Perimeter and interior walls shall be composed of decorative block wall, rod iron fencing, or a combination of both. What we did say to the neighbors last night is that we would talk with them on an individual basis to see do they want two fences or two walls next to one another, how it would impact their lots directly, and we, of course, agree to do that as we move forward with the final development plan.

No construction shall occur during the hours of 8:00 p.m. and 6:00 a.m. That's consistent with the Queensridge CC&Rs. So that's language directly from their CC&Rs. The subdivision's associated CC&Rs are to include design guidelines generally compatible with the Queensridge design guidelines. So it may not look exactly like what's in Queensridge when we come up with our CC&Rs, but we do want to make sure that it's compatible, obviously, and improves the overall look and feel of the community even though they will be two separate communities.

Briefly, I just want to show you the street section. This is what we're proposing within the community. You can see we'd have a 32-foot wide street with rolled curb. Both sides would have landscaping and then the sidewalk would be on one side of the street. And again, this is consistent with what's currently in the San Michel development. This is what's currently in the San Michel development. It has rolled curbs, but it does not have landscaping on both sides. So we actually prefer our street section a little bit more.

So that's the requested waiver, and Staff is recommending approval of that as well. And I know my time's up, but we very much appreciate Staff's recommendation of approval. I would like the opportunity to maybe say a few words after we hear from the residents. We would very much appreciate your recommendation of approval tonight.

CHAIRMAN SCHLOTTMAN

Thank you. And I'm unsure if there's a group, but we'll go ahead and give 10 minutes. It looks like Mr. Schreck.

FRANK SCHRECK

Mr. Chairman, members of the Commission, Frank Schreck, 9824 Winter Palace Drive. I want to assure you I'm not an extortionist.

CHAIRMAN SCHLOTTMAN

Thank you.

FRANK SCHRECK

So we're up here to make a presentation. But this has never been heard by this Commission before. There are some very significant legal issues which we have a tremendous disagreement with your City Attorney and what's been presented. We don't have a capability of presenting this adequately in 10 minutes.

We want, if we need to draw time from some of our residents here if you want to keep this short, but we have a presentation that we feel that we need to make for the record, because we have a great deal of difference in opinion based upon some of the legal positions that the City Attorney's Office and Staff -.

CHAIRMAN SCHLOTTMAN

Mr. Schreck, how much time do you feel that you need?

MICHAEL BUCKLEY

-I think that, Michael Buckley, 300 South 4th Street, I have a short presentation, and we have Shauna Hughes, who represents the Association, and George Garcia has a presentation that involves these exhibits, which we would like to submit for the record.

FRANK SCHRECK

And I have a brief presentation with respect to major modifications.

CHAIRMAN SCHLOTTMAN

Mr. Schreck, how much time do you feel that you need?

FRANK SCHRECK

Probably 20 minutes? 30 minutes. We'll draw them from some of our residents that are here so you don't have to worry about your time.

CHAIRMAN SCHLOTTMAN

Sure. We'll go ahead and hear this out.

FRANK SCHRECK

Thank you very much.

MICHAEL BUCKLEY

Thank you, Mr. Chairman. Once again, Michael Buckley. I'm here in opposition to this project. My address is 300 South 4th Street.

The application is really falsely premised on this, the description of the zoning in this December letter to the, from the Planning Department. Both the Applicant and for some reason the City conclude that any part of Badlands can be developed with up to 7.49 units per acre based on the RPD-7 zoning. That is not correct.

This ignores the plain language of both the planning letter and the Development Code. This is a residential planned development district. It's the district that's zoned RPD-7. As the Code states, the numerical designation refers to the number of units in the gross acreage of the district, not any particular parcel.

The Staff reports states: Except as otherwise authorized by this title, approval of all maps, vacations, rezoning, site development plan reviews, and so forth shall be consistent with the spirit and intent of the general plan.

Page 77 of the 2020 Master Plan and page 26 of the Land Use Element both identify Peccole Ranch as subject to a Special Master Development Plan. That plan is the Peccole Ranch Master Plan approved in 1990 as Z-1790.

Any development here must be consistent with that master plan, which includes 211 acres of golf course drainage. That golf course drainage is identified in several recorded maps affecting Badlands, including the 1996 final map parent final map. In the 1998 final map for Lot 10, which segregated the part of the golf course from the adjacent residential parcel and dedicated this particular parcel, Lot 21, as a public drainage easement to be privately maintained.

The Staff Report statement on page two that over time the development pattern in this area did not follow the master plan as approved is incorrect. These drainage and open space areas remain. Moreover, the zoning history within this area, after 1990, shows that virtually every development has been subject to Z-1790.

There's been conversation that the hard zoning for Badlands is unique. This is also not true. Canyon Gate is zoned RPD-4. Los Prados is zoned RPD-9. Silverstone is zoned RPD-3. Even the lake at The Lakes is zoned RPD-3. As the City Attorney here stated on October 18th, if there is another golf course in town that has hard zoning like this one does, then they would have the same rights as this applicant.

This is not complicated. Peccole Ranch Phase 2 had and has a plan. It is an RPD district, a planned development. That plan, the 1990 Peccole Ranch Master Plan has been and must be followed. A project not consistent with that plan must first change the plan.

Lastly, what you do tonight will set a precedent not only for the golf course communities mentioned, but many other small RPD districts in the city, enabling development of open space in other areas, turning upside down expectations of homeowners throughout the city.

I have here a binder put together that deals with the RPD-7 zoning district, which I'd like to put in, and this also a binder prepared by Mr. Garcia, which contains the zoning history of Peccole Ranch. Thank you.

CHAIRMAN SCHLOTTMAN

Thank you.

CLYDE SPITZE

Good evening. My name is Clyde Spitze. I have a residence in Queensridge. I also have a document that I have prepared.

CHAIRMAN SCHLOTTMAN

Sir, can we get your address?

CLYDE SPITZE

I will not take the time to read all of it.

CHAIRMAN SCHLOTTMAN

Sir, can we get your address?

CLYDE SPITZE

1008 Greystoke Acres.

CHAIRMAN SCHLOTTMAN

Thank you, sir.

CLYDE SPITZE

I won't read this all, but I have worked on this project since 1972. I've been a project manager on this project until I retired in 2005. I am the one that has worked entirely with Mr. Peccole and the Peccole family in developing this. This letter states and is an answer to two letters that were filed by the Applicant using my letter and a letter from the City as his example of this use.

This represents my understanding and my understanding to you that this piece of property, this letter was developed for a bank to make sure that that bank, when it developed, when it gave

money to the developer was not going to be faced with anything except open space and the use of that open space legally defined. Golf courses are available, and this letter from the City does state that.

I have put my life into this project. I can guarantee that if Mr. Peccole were here, this would fit exactly what he said. I have been personally involved in this. I want you to take this, understand it, and it is the truth and I will back it up. And there's, also the two copies of the letter that were sent from me and the response to the City.

If you have any questions, I will be here to answer them.

CHAIRMAN SCHLOTTMAN

Thank you, sir.

FRANK SCHRECK

Once again, Mr. Chairman and members of the Commission, Frank Schreck, 9824 Winter Palace Drive.

I'm just going to be as brief as I can. There's no way you can approve this application without a major modification application. If you follow the law, if you follow your ordinances, it has to have a major modification.

If you take a look at Chapter 1910, Subsection G, it talks about the development of property within a planned development district, and as you've heard already, this is a planned development district, and I'll submit additional evidence that it's a planned district.

Three of your maps, from the beginning of 1992 through 19.., 2015, show and designate the Peccole Ranch as a master plan community, and your final zoning approval, that was given after the 1990 Master Plan was approved January 29th, 1991, talks about all those approvals being in conformance to the condition of approval for the Peccole Ranch Master Development Plan Phase 2.

So there's no question this is a master plan community. It's never been built in a hodgepodge fashion. Everything that's been built in that community has been tied in with the mapping over a seven or eight-year period, all referring back to Z-1790.

But if you take a look at your ordinance, it requires in a master plan community that if you're going to go ahead and make any changes within the master plan community and those changes don't fall within the minor modifications, which this does not fall within a minor modification, there has to be a major modification.

Now, your own staff, in January of 2016, in respect of the 720 that were being proposed and that will be heard tomorrow night, stated, uncategorically, that it is the determination of the Department of Planning that any proposed development not in conformance with the approved Peccole Ranch Master Plan would be required to pursue a major modification of the plan prior or concurrently with any new entitlements. That's from your own staff.

And then the first finding that they made, the proposed general plan amendment, which you have here before you tonight, would result in the modification of the Peccole Ranch Master Plan; without approval of a major modification to said plan, no finding can be reached at this time. It's axiomatic that if you have to go and change the master plan to do something on a piece of property in a master plan community, that obviously is a substantial change or requiring a major modification. There is absolutely no question about it.

And to be consistent with the, let's see if I have it here, if you'll just, I don't know which way to put this. Did this come up right? Is it this way?

CHAIRMAN SCHLOTTMAN

Yes. That's great. Thank you.

FRANK SCHRECK

This is taken from your Land Use Elements and if you talk about something that's not compatible and that isn't consistent with the general plan with respect to Peccole Ranch, you look where we have PR-OS, which for 20 years, the entire 27 holes of that golf course has been designated on your land use plan at the top level, which is far above any zoning which is way below it. Zoning effectuates the densities that are provided under the master plan, and you'll see those zonings right under PR-OS.

What does it say for residential? Nothing. Zero. And that's exactly what's happened for 25 years. And under that, what's the only type of consistent and compatible zoning can you have there? It's CV. It's not anything else. So you have to, if you want to change our master plan by putting in this, by approving this application, they have to have a major modification, or you're violating your own ordinance. Thank you.

CHAIRMAN SCHLOTTMAN

Thank you.

CHAIRMAN SCHLOTTMAN

Good evening.

GEORGE GARCIA

Thank you, Mr. Chairman, Commissioners. George Garcia, 1055 Whitney Ranch Drive, Suite 210. Pleasure to be before you.

So if we can go to the overhead and start with this and picking up where Mr. Schreck left off, this is a copy or portions of excerpts from the 1990 approval for the Master Development Plan and the PUD. There were two actions on the Planning Commission and City Council that ultimately creates what we call the Peccole Ranch Phase 2 Master Plan. And that's more than just Queensridge, actually. So we all think of it as Queensridge, but there's actually more than that in it.

But one thing that's very clear, to reiterate what Mr. Schreck said, if we look at this particular chart, and real simple, if we can zoom in on that portion of it, you'll see very clearly that the master developer, the declarant, the Peccoles, identify Peccole Ranch Land Use Data Phase 2. It spells out very clearly, in the column on the left-hand side, what are the permissible land uses.

I don't think it's too hard to read single family, multi-family and then of course, we get down to golf course and drainage. Very clearly articulated in how many acres. At that time, it was 211. It later gets amended to where they add the extra nine holes and it gets to 250.

We look across there, is there any net density in the third column? There is no net density. Just as we see in the PR-OS, there is no residential allowed, no net density. Therefore, how many units are allowed at the end? In the far column on the right, there are none. You can see where the density is allowed. It's in the single-family and multi-family on the acreage as identified.

So the RPD-7 that was there, the 7 just constituted what was part of the City's Master Plan, general plan back that was adopted in 1985, and this was done under that and consistent with that plan, which allowed up to 8 units per acre. They said seven. And the developer decided, I don't even need all seven; I'll take less than the maximum seven because I think it will affect transportation. I'm trying to create a quality community; I don't need all that.

The City didn't make them do that. The master developer offered to do that. The master developer offered to create this golf course, open space, drainage for a number of reasons, but it was accepted by the City, and it has been consistently applied over the entire life of this project. This chart has never been altered.

The design, while conceptual at the time here in terms of the actual layout of the land, in terms of where the golf course, those things are conceptual. The way that Alta was done originally was conceptual. It got finalized and changed. So the plans are conceptual at the outset and get fine-tuned as the engineering and all the design details are done.

What is clear today is that it's a completely built master plan community. It is completed. The declarant has gone. There is no development company left. That under the state statute, NRS 278, constitutes a completed master plan, which entitles every resident to special protection that's not otherwise afforded in other places in the Code, that are just standard development. It's under 278A, and I think we've set this before, they're provided the protection.

That is, if you're going to change the master plan, and remember, these are people who came down to the City and said, what does your master plan show? Well, the City did a master plan that showed it's PR-OS (Parks/Recreation/Open Space) and all this golf course drainage. So the City made changes to its plan to match what they had approved under the Master Development Plan and the PUD. That's existed up until this day when it's being sought to be changed.

Every purchaser looking at those documents and disclosures would think it's going to be parks, recreation, open space by virtue of what the developer and the City are telling me. They buy in

there in reliance on that. And if you reasonably rely on it, NRS says you have a right to reasonably rely on things and somebody just can't take it away from you. They have to come back and seek your consent before they can even apply to the City to alter this Master Plan.

So, unlike a typical subdivision, the developer gets lots of flexibility, the City gets a better, more innovative, creative project, and, in return, the residents pay premiums in master plan communities, but they have a right to a higher level of protection. And that's what both the statute says, city ordinance say, and as well a Supreme Court case that has been adjudicated says as well.

So, to give you an example of what the residents would believe, this is out of their documents, and it shows you what would they expect. They have a golf course here. It says golf course open space. What does it say at every one of these where these homes are showing configuration of potential lots? Every one of them shows views.

So while the documents that have been shown indicate very clearly, they don't have the right to use the golf course, they don't own it, they don't have a membership right in it. They have the right to the enjoyment of that property, and state statute says you have the right to use or enjoyment.

In this case, it's enjoyment. And what does enjoyment mean? I don't think it's too difficult to understand in a master plan community. The enjoyment is you have great views, you have microclimate, you have peace and quiet, you have a lot of amenities that go with it, you have a gated golf course community that people want to live in, it creates value, and they want it protected. So there was that expectation at the City level all the way down into the CC&R design guidelines.

And as was indicated, we see this same kind of protection contemplated in all these other RPD districts. So City Muni-Course is C-V, but all the developments, Silverstone, Los Prados, and Suncrest Trails here are RPD.

The decision that gets made tonight and at the City Council, ultimately, will in fact set precedent, even though some may say it not, it does and it will. And if it does, as I said and predicted, if this gets approved, it will in fact be a golf course gold rush. The company that owns the golf course, or operates the golf course at Canyon Gate, is ultimately owned by a hedge fund company. So if

there's not an exit…, that's a great exit strategy at the end of the day. If golf isn't as valuable, you can turn it into multi-family apartment or a single-family development and eliminate the golf course.

To reiterate this point, I think that was mentioned already, public drainage, this entire lot and all of that acreage that we're talking about is covered by a public drainage easement, per book, and it tells you the book and page it's on. You can't put homes on a drainage easement. That drainage easement would have to be vacated before you can develop this.

Some of this land that we're talking about is 100-year flood plain, some of it is not. But to put any of that done, you're putting the cart in front of the horse. City Engineer is required to make certain findings. Those findings are not present. Under Title 20 of the Municipal Code, it says very specifically NRS 278A applies under Title 20 and the four PUDs and that the City Engineer must report on those to you. That has not occurred. We think that's a deficiency.

Here, as I was saying, this is Canyon Gate showing you all of these same designations, PR-OS, open space, the same protections that we're seeking. I guarantee you every resident in one of those master plan communities will want these same protections. They won't want to have development without their consent.

So, in part, that sets the framework for this, but let me tell you, with this specific application, we believe is defective and deficient, as I pointed out some of those. First off, a major mod is pointed out as required. That's an amendment to the Peccole Ranch Master Plan. That's not before you.

RPD is specifically not allowed under today's code. In the Zoning Code, it says RPD development is not allowed under the current code, and yet we see it here being used. Previously, we've seen PD used because PD is the new designation that the City says that's what you should be using, not RPD. We think that's, this is an error.

The site has been mapped improperly, and we've set that case forth and it has not been dismissed. The mapping has been done by serial maps, and what that sets up, the 61 lots that you're looking at is one piece of that serial mapping process. That serial mapping, while it's not only illegal, violates the whole concept of basically what the Planning Commission entire history is, which is every map, up until this property was acquired recently, was done through a tentative map and

final map process. Those tentative maps were seen by this body. This does not, this is not consistent with all the prior actions we've provided.

So in the large book that Mr. Buckley provided you, the entire history of Peccole Ranch Phase 2 is in there, whether it's on zoning entitlements, showing you consistency with a master plan, consistency on zoning and mapping.

This RPD is required by Code 19.06.040 Subsection C. It's supposed to have floor plans, elevations, and CC&Rs. What do we have tonight? We heard promise of CC&Rs. We've heard promises of what's to follow. That's not allowed. It's not a promise that you're allowed to make.

In addition, those promises, I can tell you, if it's an SDR or a tentative map that those conditions are attached to, if I come back and if I never finalize any of that, I can come back and do a new SDR and a new tentative map anyway. They're not binding. But in any case, they are required per the Code.

As I've said before, it does not meet Title 20 for subdivision proposal as an example as drainage easement, as I pointed it out. Title 20.08.370 specifically acknowledges that 278A applies to PUDs.

So to go back and conclude on why it's defective and deficient, last point, no application should be accepted by the City without the consent of the owners of a master plan community as required by state statute NRS 278A.

Fundamentally, what we're talking about is very basic issues. And here's another one. On planning and zoning, and I'll go into this so, just so we're clear, since we're going to get this, so just to be clear, what takes precedence, the zoning or the master plan? And the answer is the master plan. Generally, the rule is it takes precedence.

Zoning does not trump the master plan of the City. And I think Mr. Schreck showed you that chart, and we can show you another one that there's a pyramid that actually shows the exact order in which things occur, general plan/master plan first, specific area or master development plan second, and further down the road is zoning. They follow in that order descending down to zoning.

Here we have a general plan for PR-OS. We have a master development plan that says it's open space and drainage, and the zoning is RPD-7. But they follow the master plan and the plan set as I showed you.

So NRS 278 says the City's plan and general code and Nevada Supreme Court, the City's own approvals regarding the Peccole Ranch Master Plan Phase 2 conform and confirm the developer and City's Planning Department are 100% wrong if they want to say that zoning trumps the general plan, it does not.

Creation of the City's plan, there's an entire history, I'll leave this document, but basically, as I've said, all of the documents that have been provided in the entire history of this is going from the approvals that were conceptual at the time, and every amendment thereto, basically is all consistent with that Z-1790 chart I showed you, and then additions thereafter, but all consistent with public parks and recreation, open space, and the protection of the community with no residential in there.

The City's General Master Plan is entitled the Las Vegas 2020 Plan. We point out in there that, where, again, it specifically sets forth that this is a master development plan for Peccole Ranch. You can see here is the chart I was referring to, if we can go to the overhead. Very clearly, this is the chart right out of the City's Land Use Plan. This is part of the Land Use Element.

This is the 2020 plan. As I was saying, this pyramid showing the Las Vegas Master Plan, and this is starting going from broad to specific, then the Land Use Element, Land Use Designations. Here we have here master development plans, such as we see here for Peccole Ranch, and zoning designation as being the most specific, but progressing from broad to specific.

The hierarchy then established is, as I said, that the land use plan, general plan, and the master development plan dictate the zoning, not the other way around. All of the allowable densities, all of the land uses, everything derived from the master development plan and then the zoning follows. And again, that chart that Mr. Schreck showed you, I've got it here as well included.

The Peccole Ranch, as I said, Master Plan conforms to the General Plan. It conforms, so it follows that hierarchy going from the general to the specific. So City Plan, PR-OS, Peccole Ranch Master Development Plan, I showed you open and drainage space with no units and then finally the zoning.

So, specifically in the Code in Title 19, it talks about well, let's talk about the City's Master Plan and General Plan. The adoption is consistent. The adoption of the title is consistent and compatible with all further goals, objectives, and programs of the General Plan. It is consistent. The zoning is consistent with the General Plan, which means it's not only consistent with the General Plan's land use and density regulations, but consistent with all programs and policies of the General Plan. Again, the General Plan dictates. The zoning implements the densities of the General Plan, not the other way around.

In *Nova Horizon*, one of the cases by the Supreme Court, it says the Nevada Supreme Court held that zoning authority must adopt zoning regulations that are in substantial agreement with the master plan, including any land uses, a guide, and the court further said, determined that master plans are to be accorded substantial compliance under the Nevada Statutory Scheme. Again, city general plan, master development plan, and then the zoning. They have to follow.

In conclusion, it's irrefutable that the zoning regulations only implement, not create densities. The Master Development Plan for Peccole Ranch sets forth very clearly that stripping away the PR-OS and then trying to take away the master development plan designation would require a major mod to accompany all that you have before you. That's not before you.

So let me leave that for you and conclude that at the end, again, this is a completed master plan. It deserves all the protections and designations that every master plan community will want and every homeowner would research and found and relied on. They deserve your protection. We'd be happy to answer any questions you have. And I'll leave these for the record.

CHAIRMAN SCHLOTTMAN

Thank you. There's currently three and a half minutes left.

SHAUNA HUGHES

Thank you very much. Chairman, members of the Planning Commission, good evening. My name is Shauna Hughes, 1210 South Valley Verde, Suite 250.

CHAIRMAN SCHLOTTMAN

Thank you.

SHAUNA HUGHES

I appear before you tonight on behalf of my client, the Queensridge Homeowners Association. Since we were last in front of you, several important events have transpired, starting with we attended a nine-hour City Council meeting on this project, during which I was instructed to work with the developer's representative, Mr. Pankratz, to meet and negotiate a complete global resolution with respect to the development of the entire 250 acres, now owned by the developer.

We met a total of five times, and unfortunately no progress was made that I can report. At the first meeting, I was told that the golf course was closing. Between our second and third meeting, the developer filed the applications which are in front of you this evening for your consideration. Despite clear direction from the Mayor and City Council to reach a global resolution on all 250 acres, the developer chose to file applications to develop 61 lots on 35 acres. This piecemeal approach is precisely what the homeowners have vehemently and continuously objected to, and we continue our objection to you here tonight.

We stand ready, willing, and able to negotiate in good faith. Approval of the items on tonight's agenda will put an end to any hope of reaching a global resolution, because it will, in effect, put your stamp of approval on the piecemeal development in this beautiful master plan community. The residents implore you not to green light piecemeal development. Please affirm the Council's direction to negotiate in good faith, both sides, toward reaching a solution that provides compatible, harmonious development in this already existing community.

Just 24 hours ago, I attended a homeowners meeting hosted by the developer to discuss tonight's applications. Twenty-four hours ago I was at this meeting, one day ago. The homeowners were asked what concerns they had as if any of them could or would be addressed today.

Nevertheless, the neighbors did ask questions, such as what type of walls or fences would be erected next to their homes. The answer was: We will meet with you later to see what you want.

Yet, a secondary question: What type of landscaping will be required on the newly created adjacent lots? Answer: We will address that in the CC&Rs.

What type or style of architecture will be required to ensure compatibility with the existing homes? Answer: That will be addressed in the CC&Rs.

My question here today is, okay, where are the CC&Rs so these critically important concerns and how they will be addressed can be reviewed by the neighbors and by each of you prior to any vote on this project?

These are not inappropriate or burdensome questions by any means. They are very simply the questions any responsible homeowner would have about what would be built on land immediately adjacent to their own homes. We will meet with you later or show you later, is not a response that you, as planning commissioners, should find acceptable, and indeed I am confident that you will not.

Please continue these applications until meaningful negotiations on the entire project are completed. Please do not vote on any of these applications until the developer is required to address these reasonable homeowner concerns in a meaningful and enforceable way.

Thank you very much for your time this evening.

CHAIRMAN SCHLOTTMAN

Thank you. I appreciate your time as well.

We're going to go ahead and open this up, and anyone wanting to discuss, we'll give you two minutes. Please come forward. And we have three microphones, so please line up at the microphones so we don't have to wait on anyone. Good evening.

ELAINE WENGER-ROESENER

Hi. Good evening. I'm Elaine Wenger-Roesener, and I reside at 9811 Orient Express Court. I'm here tonight as President of the HOA of the Queensridge community.

The Queensridge community remains opposed to the development as presented and concerned over the lack of a completed comprehensive development plan for the entire proposed development. The lack of a completed development plan creates uncertainty and anxiety. Residents just met last night with representatives of EHB and request time to understand these proposals in the context of a completed plan. Piecemeal development is simply not fair.

Also, the City has a drainage easement on the land in this proposed 61-home development, and the developer has not requested a vacation of this easement. If this application is approved without appropriate measures taken regarding drainage and if anyone, God forbid, is hurt or if there is any property damage, I wonder who would be liable. Would it be the City, the developer, or the newly formed HOA?

This is a critical issue, and we believe it should be addressed. With respect to the request before the planning commissioners tonight, I ask that they abey these applications. I would also like to leave a copy of a petition that circulated in the community. Many residents weren't able to come tonight to speak, because it's the 14th of February, Valentine's Day, and they had other plans. And I just wanted to leave this petition.

CHAIRMAN SCHLOTTMAN

Thank you.

ELAINE WENGER-ROESENER

And I did have one request. We have a homeowner that would like six minutes, but I have five homeowners that have agreed not to speak, and they would like to give Paula their time if you would allow that please.

CHAIRMAN SCHLOTTMAN

Who? Would…could we see who the homeowners are?

ELAINE WENGER-ROESENER

Sure. Just one second. There (inaudible) and those are the people that will not speak tonight.

CHAIRMAN SCHLOTTMAN

How many people tonight, by a show of hands, do we have to speak or that want to speak, because we gave 30 minutes to the, you know, the gentlemen that came up? So we've already given up a lot of our time to the gentlemen and the lady who's come up here previously. It's

going to be hard for me to keep track of one person over here and three people back here and four people back there. I just don't know how to physically?

ELAINE WENGER-ROESENER

I guess we could ask, sir, if you don't mind, of the Queensridge residents here, if you would like them to stand, those people that are willing not to speak, and then I think you can have a headcount. Of the residents that have talked to me, there's only one person that would like a few extra minutes.

CHAIRMAN SCHLOTTMAN

Okay.

ELAINE WENGER-ROESENER

Thank you.

CHAIRMAN SCHLOTTMAN

Thank you. Go ahead.

PAULA QUAGLIANA

Paula Quagliana, 9621 Orient Express.

I have in my hand here the Citizens Land Use and Toolkit. It's put out by the City. It says the Citizens Land Use and Toolkit, on the third page today, zoning ordinances or laws in Clark County are designed to ensure the development will preserve air quality, conserve open space, provide recreational needs, protection from flood, landslides, provide harmonious development compatible with surrounding area.

These commitments are what you advertised that we citizens can expect that you will do for us. If you don't, my message here tonight is that lives will not be changed for the better in our association. If the existing zoning of RPD-7 is changed or the General Plan Amendment PR-OS is changed to low density, it would be a disaster.

As you know, low density permits single family detached homes, but it also permits mobile homes on individual lots and family childcare facilities and many other things. Allowing this General Plan Amendment would allow the developer to tear up and legally reinvent, recreate, change the Queensridge Association as we know it today.

I will lay out the facts and the truth of what can happen to over 800 homeowners and their families, both personally and financially, if the developer gains the power of low density and is allowed to develop 250 acres of land within the walls of our association.

Number one, once the developer starts this project and tears up the existing areas for utilities, sewer, walls, roads, I heard another person talk about banks, they may not make new loans for homes. Homeowners may find cash buyers only. Some banks may call in their loans. These are the worst disasters that can happen with your vote.

What the developer chooses to build with low density zoning may not even be compatible with the existing association's CC&Rs. Moreover, remember, the developer does not have to follow our CC&Rs or even comply with association building guidelines. Just last night at the meeting you're hearing about, the developer informed us he intends to build homes over 50 feet tall. Already he's deviating from the compatibility which he is required.

The change in the General Plan Amendment you are considering will not enhance our current residential amenities and home values. We believe it could do the opposite. Underwater mortgages, you're talking about. Also, there could be an impact if these flooding issues from installing culverts in the arroyo flood zone. U.S. Army of Engineer, BLM, Fish & Wildlife, FEMA must be contacted.

Just last night, the developer informed a resident, who lives next to a flood zone, he'll call him during construction to meet with the engineer and discuss what will happen to the flood zone next to his residence? Unacceptable.

The community would no longer be built as originally seen by insurance companies, including the six days of bulldozers digging, chipping, and drilling. Homeowners additional insurance could result.

The turmoil I've listed could cause existing homes to be somewhat unmarketable, I would say, so senior citizens and other people who are ill would have to move and maybe they'd get stuck and

they can't sell their residence. As a result, the responsibility of this debt to maintain their property could be impossible. It's a financial disaster for these people. Tivoli Village, not completed and left rusting after 2009 economic turndown, could this happen to us? Why not?

Mr. Lowie at the last City Council meeting shouted: We have land rights, granted land rights. You, City Council, don't seem to understand there are lenders involved for $4.5 million. He further said something like he changed his plan to present to screaming homeowners. I will continue on a path to go on with zoning; I'll have no meetings with anyone.

Mr. Lowie appears to believe this project is only about him and his investors. What about the homeowners and land owners and our land rights? We have lenders for $800 million to $1 billion right now in our homes that are at risk.

We homeowners have paid millions of dollars on property taxes to this city. Over 20 years, individuals have paid $300,000 over 15 years in property taxes on just one acre more than these developers have paid on a 166 acres in 20 years. We could have bought this golf course ten times over. Why did we pay this high price? It's called PR-OS RPD-7. I hear this is now some kind of land error. No. We are an association. We're as-built now. You allowed it. The City allowed it. We paid millions to preserve it.

Records show that, on December 30th, 2014, Mr. Pankratz, Lowie's associate, received a letter from the City advising him that 166 acres of golf course property was RPD-7 among other written restriction. This developer certainly cannot say they are innocent buyers of the golf course and deserve approval for this project. They knew exactly what they bought.

The intent of RPD district zoning promote and enhance the enhancement of residential amenities, utilization of open space, harmonizing with open space, removing such open space and developing the property far more than ever contemplating would defeat this purpose and be inconsistent with the intent of RPD zoning, and that's what we have.

I would ask you this evening to look at some of the horrendous things that could happen to the homeowners if you allow all of these changes, to vote no on the project and the site plan approval. And last, just like you say in your documents that you put out, we ask that you look out for the health, safety, and financial wellbeing of your constituents of over 800 people just as stated in your Land Use and Zoning Toolkit. I thank you this evening.

CHAIRMAN SCHLOTTMAN

Thank you. Please hold your applause. Good evening.

HERMAN AHLERS

I am Herman Ahlers. I live at 9731 Orient Express Court.

I want to just address this new subdivision that we recently found out about. I attended the meeting last night, asked a bunch of questions, didn't get answers. But my biggest concern is I cannot for the life of me understand why the Planning Commission is recommending this subdivision. It is non-conforming. It is non-compliant with the area around us, with our homes. I live on Orient Express Court, and the back of these homes is going to face our single loaded street. I'm trying to figure out what do they like about it.

Now, they're proposing to put…I used to build mobile home parks, 32 feet with small sidewalks on each side is a mobile home street. You're recommending or the Planning Commission, if they approve this, is recommending mobile home streets inside of Queensridge North, across the street from all these custom homes.

There must be something that somebody likes that this is a benefit to other than the developer, and I don't think that would be a benefit to him. I wouldn't build on a 32-foot straight. That doesn't make any sense. But maybe they can get this thing squeezed in there if they could get the approval to lower the street's size by 15 feet and then take out a sidewalk. Now, we can build, and we want you to approve it and the Planning Commissioners or somebody is recommending approval. Why would you do that?

Now, there is only one thing I can think of, and that may be someone said that the Planning Commission needs revenue from development. Certainly EHB has given you a lot with Trivoli and what have you. However, if the values in Queensridge are reduced by 30%, my taxes are $30,000 a year. They tell me that if I apply, I can get this reduced to $20,000, because the values are 30% less now. So now the City is going to get less revenue from property taxes and totally ruin this project by making non-conforming approvals.

CHAIRMAN SCHLOTTMAN

Thank you, sir. I let you go about 30 seconds over. That beeping noise that you hear means that your time is up.

HERMAN AHLERS

But anyway, I recommend that you certainly turn down these mobile home streets and make sure -

CHAIRMAN SCHLOTTMAN

Thank you. I appreciate that.

HERMAN AHLERS

- that any project in the future is (inaudible).

CHAIRMAN SCHLOTTMAN

Thank you, sir. Thank you. Thank you. Good evening.

RON IVERSEN

Good evening. My name is Ron Iversen. I reside at 9324 Verlaine Drive.

In the interest of time, I just want to say that I agree with comments of previous residents with regard to all of this and request you to deny the four items that are in front of you tonight. So I won't say any more than that. Thank you.

CHAIRMAN SCHLOTTMAN

Thank you. I appreciate it. I appreciate everybody coming up and lining up and not making us wait. So, good evening, sir.

STEVE SEROKA

Good evening. I'm Colonel Steve Seroka. I reside at 10100 Stony Ridge Drive, not in Queensridge. I live in the neighborhood across the street, and I'm here to represent not only myself and my neighbors, but my neighbors of Queensridge and the hundreds of thousands of folks that are in our community as well. I think it's fair to say tonight that not just the majority of people in this room, barring those that are being paid by the developer, but hundreds and thousands of the people that I've talked to in my community are not happy and are not supportive of this project.

On the issue of the waivers that we're discussing tonight, pre-recession, we had an attitude of grow at all costs. We had an attitude of approve all waivers that are in the interest of the developer and lobbyist. We don't need to emulate that now again in 2017. We don't need skinny streets. We don't need streets where a fire vehicle cannot even turn around. We do not need to be fearful of the complexity of this issue and the large terminology that is thrown out. We do not need to be fearful of that.

In fact, we wouldn't be here today, if in the beginning we had said as responsible representatives of the community, over my dead body will I allow a project that will drive property values down 30% in just a year; over my dead body will I allow those constituents to have a decrease compared to their residents in other parts of our city at 45% relative property values; over my dead body will I allow a project that will set a precedent that will ripple across the community that those property values do not just be impacted in Queensridge, but throughout the community.

I ask you to find that moral courage to stand up. I ask you to find that Fallujah moral courage, that Pork Chop Hill moral courage, that Heartbreak Ridge and Doolittle Raid moral courage to stand up for what you know is right. I ask you to stand up and be accountable to your constituents. So tonight I ask you no waivers that only benefit the interest of the developer, and I ask that you consider the precedent that you are setting in our community. Thank you.

CHAIRMAN SCHLOTTMAN

Thank you, sir. Good evening. Please hold your applause. Good evening, ma'am.

ANNE SMITH

Good evening. I'm Anne Smith, 653 Ravel Court.

In November, the City Council put the 720 that you heard in abeyance to facilitate negotiations between the developer and the Queensridge HOA, which Shauna has talked about, to develop a full development plan that both could live with. However, today the developer is here with another application to slice and dice the open space with more piecemeal development. How is that good faith negotiations, while at the same time moving forward with a project that's the antithesis of a comprehensive plan?

So I'm opposing the tentative map, 68482, and related applications as follows: one, it's not compatible with the existing open space RPD-7 as presented by Mr. Schreck and Mr. Garcia tonight.

Two, there will be severe traffic impacts. The 720 already takes Rampart Boulevard to 97% capacity, and City Staff hasn't even been able to consider the impact of the ultimate development because it's unknown yet.

Three, all neighborhood schools are already over 100% capacity. That affects everyone in the area, not just Queensridge. It's not a personal issue for just our development. There's no mitigation plan for any of this development with the school district.

Four, the constant uncertainty around the development has decreased our property values. The County Assessor reduced all Queensridge taxable values an average of 10%, and that's without any consideration of the future loss of the open space. So it's without that.

So we're also opposing GPA-68385 as it will be a major, not a minor modification for the entire area.

So none of these applications should be considered. I'm going to leave you with just one image of what we have been going through with this process for the last 18 months. This developer is cannibalizing our community. They're eating us alive, biting off an arm here, a leg there, slowly squeezing the life out of everyone in Queensridge and the Towers with every little incremental bait and switch application.

So please keep that image in mind of what we are going through. We urge you to stop it and deny these piecemeal applications tonight and demand a comprehensive development plan.

CHAIRMAN SCHLOTTMAN

Thank you. I appreciate it.

ANNE SMITH

Thank you.

CHAIRMAN SCHLOTTMAN

Good evening, ma'am.

DEBRA KANER

Good evening. Debra Kaner, 660 Ravel. Here we are again and spending Valentine's Day together.

When my children attended school in Las Vegas, they were taught continuously how to be good citizens. They were awarded plaques in school programs for citizenship. During my career at CCSD, we taught special education students how to be good friends to help each other. And now, the citizen homeowners of Queensridge feel devastated by the potential abandonment of our master plan. This was to be the highest homeowner protection.

We wonder why the city is trying so hard to protect this now fragmented high-density development at our expense. What protection is given to us?

As a CCSD retiree, I'm especially concerned with the rudimentary attention given to the school study rather than a full plan in place prior to accepting a major general plan amendment. Our neighborhood schools are already overcrowded. We homeowners are asking you to protect the good citizens of Queensridge.

I have wanted to downsize since my retirement, and, as you have heard, our property values have decreased. At the last meeting, I informed you of the difficulty selling our homes. Well now, not only have we had to reduce them by hundreds of thousands of dollars, but most of us have had to remove our homes from the listings because realtors just won't even show our homes. Two homes are now rentals. This is a painful effect on our beautiful Queensridge neighborhood.

As an original homeowner in Queensridge, I urge you not to award the developer the Valentine's gift of carte blanche, a blank check to piecemeal our beautiful oasis.

CHAIRMAN SCHLOTTMAN

Thank you. Good evening, sir.

GORDON CULP

Thank you. My name is Gordon Culp. I live at 653 Ravel Court. I've been a consulting civil engineer for over 50 years and still maintain a full-time practice. It's just basic engineering when you're developing a drainage plan for a watershed that you look at the entire basin and not look at it on a piecemeal basis, particularly when you know there are going to be major modifications made downstream of the particular area that you're looking at.

We know it's going to happen, but we don't know what they are, they haven't been defined. We just know they're going to be much more intense than was originally proposed. The more open space you replace with pavement and rooftops, the more storm runoff you get. So the total magnitude of the runoff that must be handled by the overall drainage system for the 200 acres cannot be determined without a comprehensive development plan for the entire drainage area, not a piecemeal approach.

The other point I'd like to just very briefly cover is that the loss of open space called for the general plan is going to lead to development that's going to adverse the quality of life that you've heard from several speakers already. The proposed development of 63 homes establishes some really bad precedents. In the design standards for this development and in the original development plan, 10-foot high walls are proposed on the property lines between the development and the existing homes.

We met with the developer a year ago because our homes back up and are immediately adjacent to the areas proposed, where there's going to be multi-story condos literally in our backyard. We asked him, please provide us renderings; what is this going to look like; what is this going to do to us? A year later, what have we got? Absolutely nothing.

So we've prepared our drawings based on what they told us are going to be 10-foot walls, if I can just borrow the overhead for a moment. Is that working okay? That's our existing view. Here's what will happen to it with a 10-foot high wall. You expect me to believe what the developer says that my property value is going to go up?

We need a comprehensive overhaul plan for the entire development where there's some consideration of minimizing the impacts from the folks that already live there. Thank you.

CHAIRMAN SCHLOTTMAN

Thank you, sir. Good evening.

RAY STAZZONI

Good evening. My name is Ray Stazzoni, and my address is 9940 Orient Express.

When I purchased my house, in 2013, I was shown documents that showed a master plan that this was open space golf course. Had I known that, you know, the City Council and the Planning Commission could change at will a master plan, I never would have purchased there, and I dare say a lot of people, that may want to sell their homes, they're going to be looking at the same things, so the property values are going to decrease tremendously.

If I could have a show of hands of the people that are opposed to this project, could you please raise your hands, everybody? If you could imagine that, if you could imagine that Planning Commission times about 100, that's how many people are in Queensridge. That's how many people are opposed to this. You've got to look at the numbers, guys. Thank you.

CHAIRMAN SCHLOTTMAN

Thank you, sir.

CLYDE TURNER

I'm Clyde Turner, 9511 Orient Express Court.

Mr. Chairman, ladies and gentlemen of the Commission, I urge you to not deny these applications. If you don't have time to digest the technical information that was provided to you

tonight, then I ask you to defer it until you can digest it. I think this is a situation that on two counts could be handled quite easily.

One is the 50,000 foot count, which tells you that it's just ridiculous, the projects and what's been offered all the way through this whole process to be done to this community. Secondly, on the technical basis, done by the Queensridge attorneys tonight, the information they've provided to you, if you need time to digest that, then defer it. If not, please deny it.

CHAIRMAN SCHLOTTMAN

Thank you, sir. Good evening, ma'am.

EVA THOMAS

Hi. I'm Eva Thomas at 652 Ravel Court.

I'm here with pictures that I'm going to leave again. I oppose all the items related on the agenda in regards to the Badlands development. First off, the developer keeps changing the density. So we don't know what he is going to build or where he's going to build it because everything is always changing.

I look out my backyard every day and I'm very lucky that I do look at where the Towers are. I was told on December 1st the water would be turned off, and it was turned off. But there are pictures here that I would love for you guys to see, that the sprinklers are on every single day now. Not only that, I had the Bellagio for about two days, water shooting straight up in the air for almost a week. Nobody did anything about it.

CHAIRMAN SCHLOTTMAN

Ma'am, if you want to put them in the middle, we could put them on the projector.

EVA THOMAS

Here?

CHAIRMAN SCHLOTTMAN

Yes.

EVA THOMAS

There?

CHAIRMAN SCHLOTTMAN

Yes, Ma'am.

EVA THOMAS

Okay. There's that one. So the water is supposed to be turned off, and that clearly, I mean, isn't turned off. Here's what's still down there. You can see it's like a black marsh. I don't know what it is. We're not allowed to walk on the golf course, but it isn't green. It's totally soaked with water. This is another like little leakage thing that comes out of it.

On the bottom, you'll see the dates, January 18th, January 11th. This is it gushing again. It just never stops with the water. The water control over there is not. Here's January 18th, same spot is leaking again. This is from my house where they've turned the water off and now it's back on. So it's half green and half dead. I'm not sure what the purpose of that's about, because they don't tell us what the purpose of any of it is about.

There is that….This is the dead part. Here's that one part where the water is still consistently leaking on February 9th. That's one month later. And here's the sprinklers on as of last night, the 12th, and the 12th and look how nice and green it is there.

So I'm just, brought the pictures to show again, once again, things that he has told us he's going to do has not happened. I totally want to deny this project. And we need a complete development plan.

CHAIRMAN SCHLOTTMAN

Thank you. And let me just go ahead and make a, just take a quick second for a reminder. This is about the application before us today, not whether if they're watering the golf course, not

watering the golf course, or it's, are you here for this project, not for this project, and what is it about the project that you like or dislike?

EVA THOMAS

No, this is about, this is about being here last time, being told what was going to be happening and to be getting ready for it, and none of it happened.

CHAIRMAN SCHLOTTMAN

Ma'am, this isn't against you.

EVA THOMAS

No, I'm just saying.

CHAIRMAN SCHLOTTMAN

I'm just making a general comment.

EVA THOMAS

But I'm just saying this just shows that the developer again did not do what he said he was going to do. And what is he doing? I mean, this isn't, so do you want me to leave these here, take them, leave them?

CHAIRMAN SCHLOTTMAN

If you want to leave them here, we'll put them in the record if you so choose.

EVA THOMAS

Okay. I'm just bringing it to your attention.

CHAIRMAN SCHLOTTMAN

Thank you, ma'am.

EVA THOMAS

And I'm totally against the development.

DUNCAN LEE

Good evening, Commissioner. My name is Duncan Lee, and I live at 9631 Orient Express Court. I came before you last October 17th for my public comment, and I shared that all residential developers are watching your decision on this Queensridge matter and will reverberate throughout Southern Nevada. As you see here today and read the newspaper, several golf courses communities, such as Sienna, Silverstone, Las Vegas Country Club, and even Southern Highlands all have potential residential redevelopment on or around the golf course. Yet, as Planning Commissioners, I hope that you will listen to the process of our affected neighbors' comments and take their opinions as part of the process for approval or denial.

So, for almost two years, you have overwhelming outcry from neighbors against this proposed piecemeal project. There's no independent study for flood controls or public safety. The last update I've received today, from the Chief of Staff from CCSD, is that there's no memorandum of agreement for the Clark County School District. We already have overcrowded schools. It's probably about 116 overcrowded, and yet there's no address where these future students may go.

At last night's meeting for these 61 homes, I think there were a lot of issues I talked about which was minor issues, but I think overall, by the vote of hands of the people there last night, it was overwhelming objection to this development. So, please, deny this application until we have a complete plan for the entire development. Thank you.

CHAIRMAN SCHLOTTMAN

Thank you.

MARK NEWMAN

Mark Newman, 8440 Westcliff Drive.

I would be against this project. If you haven't noticed or need a reminder, this town is less than 10 years removed from a major economic crash on our real estate values. This project in the

course of one year has devalued the comparable real estate in the area by 30%, and the way this thing has been piecemealed, it makes me and reminds me of a very perfect political adage, BOHICA, bend over, here it comes again, because that's how government has been treating these residents. Thank you.

CHAIRMAN SCHLOTTMAN

Thank you, sir. Good evening.

PAT SPILOTRO

Could I have the overhead projector?

CHAIRMAN SCHLOTTMAN

Yes

PAT SPILOTRO

Hi, my name is Pat Spilotro, 8177 Bay Colony. I live in Silverstone Ranch on the other golf course that's under siege in Las Vegas. I did not bring a bunch of people with me. I'll beg the Council's indulgence for a couple extra minutes maybe.

I didn't want to bring 100 people up here. I was here last July. I said, look it you guys, this is like the ninth or tenth or eleventh meeting I think I've been to on Queensridge since this whole thing started. I know there's a law against that. I can't be dragging people up here on various days from Silverstone Ranch to make a statement in front of the Committee. It's just a matter of access and availability.

We spent the entire afternoon in Federal Bankruptcy Court in front of a federal judge that said that homeowners on a golf course have adequate access to all the legal documentation that affects the property underneath them. That includes the fact that all these people here have the same equitable servitude on the property that we have here at Silverstone Ranch.

This Council has made great pains to say that Silverstone Ranch is not the same as Badlands and that Badlands is not a precedent for Silverstone Ranch. That's absurd. The fact is here's a picture

of Badlands, and if you can see it on your monitor, this is Badlands before the houses were built. The golf course was here, which means that every person that built here or bought a house here, whether they be subsequent owners or original owners, relied on the fact that the golf course was there.

That gives them an equitable servitude on this land. They have a right to the open space, the expectation of the open space they had when the bought the property.

This is Silverstone Ranch. It's the exact same thing. There are six houses there that Sommers had built, before the place went bankrupt when they were Mountain Spa. They stopped Mountain Spa, but they did build and when Pulte built it, they had an agreement that they drew up and said everybody has a right to the golf course open space.

It's not a matter of the fact that they need X amount of acres, but they actually allocated this open space because of the fact that it adds value to the rest of the houses. They're talking about a 30% decrease. We've already had it. We already had our adjustment last year in front of the County Commission, the Board of Equalization where they reduced our taxes and held them.

The same Commission is having hearings on the 24th or the 29th for the tax appeals for Badlands. They've already had stipulations agreed with a bunch of homeowners that said they've gotten 20% and 30% decreases in their properties. This is what you have to look forward to. The fact is, one more second and I'll be done.

CHAIRMAN SCHLOTTMAN

Okay. I just want to let you know we're kind of going off track of talking about property values-

PAT SPILOTRO

Well, no, the fact-

CHAIRMAN SCHLOTTMAN

-because we cannot consider property values on the Planning Commission.

PAT SPILOTRO

-I understand that. But the primary thing is the equitable servitude that serves upon the land, which the developer is just ignoring and the City is going ahead and approving over, is going to get to the courts, and the courts are all going to say, no, it doesn't exist.

I'm submitting a brief with five cases in it. It also has recommendations from the 361A and 278A that says that you guys can't just go ahead and make a piecemeal, arbitrary dissection of a golf course and say that, oh, we're going to only do one corner, but it doesn't affect everybody else on the golf course.

When you guys sent out notices for this particular project today, you sent them to a 1,000 foot area around that corner of the golf course. You should have sent them to a 1,000 foot area around the entire golf course. You can't separate this place out and say, oh, we're going to take one acre and just notify the people around this one acre; because the one acre actually destroys the entire golf course.

CHAIRMAN SCHLOTTMAN

Okay, sir. I let you go a minute and a half over.

PAT SPILOTRO

That's fine. I'll give these for the Council and here are some pictures of Silverstone Ranch that you all can look at. Thank you very much.

CHAIRMAN SCHLOTTMAN

And I appreciate you, appreciate your testimony tonight. Good evening, sir.

DALE ROESENER

Good evening. My name is Dale Roesener, 9811 Orient Express. I have concerns regarding the various applications, and I just have two kind of main points I want to key in on and they're more specific to this.

Last night, I noticed two of the lots on the layout plan are about one-third smaller than adjacent lots within Queensridge, which they represented that they were all harmonious and compatible. I was surprised, because I had met with Mr. Perrigo previously and he explained to me that compatibility guidelines require adjacent lots to be similar in size. Mr. Perrigo was there last night. When I brought it to his attention, he said he hadn't noticed, but it was a valid concern.

I make this point for two reasons. The lot layout plan does not meet the compatibility guidelines. I know at least two cases that a third off is quite significant, I think.

Additionally, the applications were received a short time ago, and I think part of the reason people overlook things as city planners, homeowners, and the like is that we have not had adequate time to reduce the documentation. As a result, I feel everyone involved in the review process has been disadvantaged and deserves significantly more time to review.

Secondly, the entrance to the homes at Hualapai is ill-conceived and brings additional hazards to an already hazardous area. Because the turning exit is right in and right out, the only way to get to the south, which would be down towards Charleston where everybody shops and it's more popular, I think, than going to the north, you're going to have to go up to Alta and do a U-turn.

I think Commissioner Moody, your office is nearby. I think you mentioned you see the golf course there. If I recall, a car actually had an accident and went into the entrance to your office building. I think it was boarded up for a while. And just last year, there was a teenager from Queensridge, a fatality at that intersection, and there have been multiple fatalities over the years.

These residents coming out of there are going to have to cross three lanes, one of which is a new turn lane that was designed, I think, to help. They're going to have to cross three lanes and do a U-turn. So I really feel like we're adding problems.

The developer's requests are going to make profound changes to the neighborhood and have a myriad of impacts. I request that you deny or alternatively abey the applications to provide adequate time to review. Thank you.

CHAIRMAN SCHLOTTMAN

Thank you, sir. Good evening.

CHRISTINA ROUSH

Good evening. Christina Roush, 8901 Greensboro Lane. I live in Tournament Hills, very near this proposed development, and I am not in favor of it. I'll speak quickly and swiftly, because you've already heard some very compassionate and very well-sounded arguments about why you shouldn't approve this tonight.

But I know and you know that I know land use. My years in real estate, I've been before this City Council before. I've been through the County Commission before. I know you have to make a decision based on precedent as well as based on the law, and I know that you have a lot of facts that you've been briefed on by the City Attorney and by Director Perrigo.

But I would submit to you that you need to consider the fact that the master plan should hold. The people that I talk to in this neighborhood and the people I talk to in the surrounding neighborhoods are extremely concerned about the lack of a master plan enforcement in the area. Many people that I've talked to throughout this entire community are very concerned about the fact that this will set a very dangerous precedent.

Everyone is watching this case to see what happens next, to see what's decided on Queensridge, because then it will happen again and again and again in every community that's experiencing a golf course failure. This is a national epidemic. This isn't something that's just new to Las Vegas. Golf is changing dramatically, and as we go through this process, we're all going to have to figure out a good solution.

But the solution is not to strip homeowners of their rights. It's not to take away the open space that they were granted. If something is zoned RPD-7, that is a master plan for the entire space. That doesn't mean that you can take that and piecemeal use it. You can't put in a partial application. If you're going to apply something to the entire development, it needs to be applied correctly, and that math does not work. That math was already used up when the Towers were built and other densities were awarded.

So I submit that to you, and I have you consider that as you take this vote under consideration.

Thank you.

CHAIRMAN SCHLOTTMAN

Thank you. Appreciate your input. All right. Anyone else wishing to speak, please come forward. Seeing none, I'll close the public hearing and turn this over to the Planning Commission. Actually, I am going to give a rebuttal to the Applicant, per our Rules of Conduct. And…Ms. Allen, considering that we gave them triple the amount of time as your initial presentation, do you need 10 minutes, or how much time do you feel that you'd like?

STEPHANIE ALLEN

If we could, 15 would be fabulous.

CHAIRMAN SCHLOTTMAN

Okay. Thank you.

STEPHANIE ALLEN

Thank you very much. We'll let Jim go first, and then Chris and I will wrap up.

JAMES JIMMERSON

Good evening, Mr. Chairman and members of the Planning Commission. My name is James Jimmerson. I am a resident of Queensridge community. My address is 9101 Alta Drive in Las Vegas. I am also an attorney, and I have the privilege of representing the land owner whose project is before you tonight.

One of the things that you take away from this presentation is the absence of appreciation by those who speak against this project, and I want to make it clear that I do speak in favor of this project, about the work and effort that your City Staff has performed. How did we get here? We got here because of the men and women employed by the City of Las Vegas, and specifically, of course, the Planning Department, headed by Mr. Perrigo, that has recommended approval of this project. That's not arbitrary and capricious. That is well-grounded in fact.

Not one sentence, not one evidence of that in the last hour, hour and a half that you've heard from the opponents referenced the fact that City Staff, professionals who are dedicated to reviewing

applicants' projects has recommended supporting this project that you vote in favor of it and that you pass it on to the City Council for final approval at its next meeting.

Why is that? The City Council, excuse me, the City Planning Department has looked at this. They've examined the facts. They've examined issues like compatibility. They've examined issues with regard to traffic. They reviewed issues like drainage. They've looked at every one of those issues, as they are mandated to do as part of their duties and responsibilities, I believe, and certainly it is wise to do that. Just like those who are concerned about those issues are also wise to make a point to you.

But here you have City Staff that is unequivocally recommending approval for this 61-home project on 34 acres. It is of less density than the surrounding neighborhood. It will not impact traffic. You have a traffic study that was commissioned by you, the City of Las Vegas, verifying that fact.

Contrary to a couple of the homeowners, this is not going to adversely impact our school district. The school district's current position is that there will be little or negligible impact upon their school system at all by virtue of this small project.

Step back. One of the things that you don't hear form the people who do object, which is just a small fraction of all the homes and all the homeowners who reside in Queensridge, you don't hear the fact that this property is owned by one entity, Seventy Acres, LLC. But when you talk about the golf course, since the inception, since 1995, at least, this property has been owned by three or four different landowners.

So when you have the homeowners come here, who object to this project, and try to tell you: You, City, must oppose this; you must; we're going to tell you and we're going to tell the landowner how it's going to use its own property. Besides the arrogance that that kind of attitude includes, it ignores the facts, which is that the golf course has been owned by three or four entities since 1995 or later. Yet they would seem to say that you are going to control, you have the power by fiat, you know, by decree, to compel three different landowners to somehow respond to the dictates of a complaining neighbor. It makes no sense.

I did want to show you a couple of handouts that are important. One of the points that needs to be emphasized, and I know that you've been briefed by this by not only your City Attorney, but

through your planning staff, is every person who has spoken here today who lives in the Queensridge common community received a booklet, and I have an example here for you. It's quite lengthy, it's this size, that contains their CC&Rs and their rights and regulations and obligations.

You hear so much loosely talked by those who speak against this project about what their rights are. But if you look to what is recorded of record, those rights that they claim exist don't exist at all. I'd like to show you what was given to every homeowner who lives there, who bought a home there and this is a map that is found at page 14 of their CC&Rs. If I can have that shown, this is the golf course property here that's been owned by four different entities and this project right here is the project you have before you.

This is what was given to each and every homeowner. What does it read? Let's read it together. Just two words, future development. So, of those who would say and argue, passionately or not, sincerely or insincerely, don't look at their own documents, don't look at their own contract, which says this property that's being proposed to be developed by Seventy Acres is for future, is for, I'm sorry, for 180 Land Company is for future development, right there on the document. 180 Land Company, my client, has advised that it seeks to develop just a small part. So they knew right away.

In 1990, this map was produced, and it shows what was planned for this property. Let me show you what that map was in 1990. The Z-1790.

On April 4th of 1990, your predecessor, the City Council of Las Vegas, approved this Z-1790 zoning map, and it granted to all of this property, in what was then called Peccole or Peccole Ranch, RPD-7 all in the yellow, commercial in red, and multi-family in the orange.

So all of the property we're talking about in terms of the golf course, which is all here, was all from the start, in 1990, long before you had land use designations, long before you had much else was the right to build 7.49 or up to 7.49 dwelling units per acre. And all of this was since 1990.

For the folks to come in, for the lawyers to come in and misrepresent to you the record is most inappropriate. You had one speaker who was a consultant, who said that master plans control or

trump zoning. I'm going to speak to that in a second, except that if that speaker were to be analyzing American history, you would think that the South won the Civil War. That's not true.

Our statutes make it clear under NRS 278.349, Sub 3(e), that zoning trumps land use designation. Let me find that. The state statute on that point is very clear. When there is a contradiction or a disagreement over what is governed between land use designation and zoning, 3(e) says conformity with the zoning ordinance and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence.

So when you hear these kinds of arguments that somehow a master plan controls, you know they're false just by the wording. Again, when I talk about deference or respect for your City Staff, how about your City Attorney? Did he get it all wrong? No. Has he read his statutes? Yes. Does he know that zoning controls the master plan? Answer yes.

Let's look at the word. What is the word within the action of 1990? The master plan is conceptual. You've worked with master plans for different areas. What does that mean? That means it's subject to change. It's flexible. And that's what the master plan in its first paragraph, first sentence says here. It says that the proposed plan is conceptual in nature to allow for detailed planning at the time of development. And that makes common sense.

Well, would you look at what's happened in Queensridge from 1990 to 2016? Contrary again to our homeowner representative consultants, there is no requirement of a major modification. I'm sure that's been advised to you by your counsel. Why is that? Because the 2020 Plan passed in 2000, specifically omits Peccole Ranch or all of this property as being subject to a major mod. And Mr. Perrigo and Mr. Lowenstein have testified under oath. They've been compelled to appear in a deposition, and they confirmed that fact that a major mod is not required.

So you start with the fundamental right to develop. That's one of the things I want to communicate to you. Hopefully, we did so effectively when we were last before you, and we'll continue to make that point.

You know this is true because you've observed the change in positions. You were first told that the property had to be a golf course in perpetuity, the first argument. Then you were told that it has to be a park and open space. Not true.

When you look at what these people relied upon, when they bought their property, it was very clear in the purchase agreement that there was no right to the golf course, no right to a view, no right to anything. They were subject to this property being developed. And what is being developed? Something that's compatible with the property. Something that you can get behind and support.

When you realize and when you acknowledge, as I know you have and will, the developer's right to develop, then the issue becomes, what can the developer develop that would be reasonable, would be compatible with the neighborhood, would make good sense, make sure that there's no flooding, make sure there's appropriate traffic? All of that has been addressed in this application. None of that has been spoken to of the 20 people who have spoken here this evening against this project, address those issues, but you have it all before you.

There's no lack of hypocrisy by those who would argue with regard to their right to enjoy. Mr. Garcia used the word, there's a right of enjoyment of the golf course. Really? They have the right to tell each and every one of you how to use your home or your property.

When you look at the signed contract, it makes it very clear here. As I said, I'll be delivering all these documents to the Clerk, that there is not only no right, there's no right to a view. You can expect the property potentially to be developed. It can be developed right over the fence, and you recognize that when you sign the contract.

The map that I showed you showed the right to development, and that's exactly the parcel that's being developed.

I would like to also reference, you heard from some of these homeowners there's a PR-OS. The PR-OS was a land use designation that, based upon our investigation, was sought to be imposed upon this property in 2005. Understand, that's 15 years after this property received its zoning. That's why you have to know there are apples and eggs and why you really have to, you know, kind of look at the facts and look at it with some discernment.

You hear from a representative of or a homeowner of Silverstone. This is not Silverstone. Silverstone had a covenant that required it to be used as a golf course. There's no such covenant here. A District Court judge, in the case of *Peccole vs. Four Stars*, has found, just on November 30th, two months ago, 2016, that the Queensridge community has no control over the property

that is owned by my clients, that the Queensridge Homeowners Association's CC&Rs do not apply to my client's property.

And indeed when you look at all the deeds that are recorded, you'll see no title exceptions to our property, owned by our clients or any reference to either 116 or 278A, which is now their latest preposterous argument that this is somehow a planned unit community, yet not one document that you've seen here makes reference to the issue of planned unit development.

Planned unit development does not exist within the City of Las Vegas. Instead, the City of Las Vegas has refused to pass an ordinance, which is a condition precedent for that statute to apply, and the reason that they have is they've chosen to use, as you well have delved into, development agreements.

So they use development agreements and contracts with an individual owner/developer and the City to make sure that the promises of the developer are adhered to, at least substantially, maybe not always exactly, but certainly with the spirit and intent of what's been agreed upon.

So these arguments that you hear have been rejected. I do want to instigate two weeks ago, on January 31st, pretty recent stuff, 2017, the same District Court judge held specifically that 278 does not apply to the Queensridge community and that the suggestion or argument by Mr. Peccole, who was a co-plaintiff with some of the folks here today, was an error, that 278 has no application whatsoever.

The, sorry [inaudible], the specific statement is within the Order: Plaintiffs do not even possess standing to assert this claim under 278A…reading from page 13, line 18.

And the protections of the Queensridge CC&Rs apply to their property, which is entirely appropriate. But the idea that they would say to you that their CC&Rs or their position could control any one of your homes is preposterous.

And so when you look, where, where do you look? You look to deeds. You look to what are the exceptions, if there are any on your house. And this is important and I would like to kind of close with this.

This so-called conceptual master plan of 1990 was never recorded. There is no reference to a planned unit development ever recorded. The Z-1790 was not recorded.

When you look to what has been presented by the opponents of this project, factually and legally, they are without merit to their case. More importantly, you should focus upon the merits of this project and vote it up or down as you personally see fit. It's ready and ripe for a decision, and it is a project that will make you proud.

I thank you for this opportunity to speak before you and the ladies and gentlemen here in the audience as well. I appreciate everyone's view. Thank you.

CHRIS KAEMPFER

Mr. Chairman, if I can impose on you for one minute for myself and one for Ms. Allen.

JAMES JIMMERSON

Could I just [inaudible] introduce it into the record?

CHRIS KAEMPFER

All right. Well, go ahead.

JAMES JIMMERSON

I'd just like to offer the exhibits that I made reference to, please, into the record. I have the collection here for Ms. Holmes or whoever the clerk is today.

CHAIRMAN SCHLOTTMAN

Thank you.

JAMES JIMMERSON

Thank you.

CHRIS KAEMPFER

Mr. Chairman, members of the Commission, Chris Kaempfer here on behalf of the Applicant. First of all, I want to say-.

CHAIRMAN SCHLOTTMAN

Chris, Mr. Kaempfer, can we get your address?

CHRIS KAEMPFER

-Yes, 1980 Festival Plaza Drive, Las Vegas. I want to say that every person who spoke in opposition today, every single one cares about this community deeply, and they care about what's happening to the community.

And candidly, even though I've heard comments that maybe I don't, I do probably more than most. And the reason I do is because, before I got involved in working with the developer, I talked to your City Attorney. I talked to your planning people. And they told me and I confirmed that this property is not just zoned RPD-7, but it can be developed.

And they even informed me that my neighbors and I, who live on Fontainbleu, could expect anywhere from four to five units an acre behind us, because we're between four units an acre and Charleston. And because of that, I made a commitment to come up with the best overall plan that we possibly could.

Now, what I'm saying is in all of the arguments that you've heard, all of these legal arguments, I have never in all my years of practice had a City Council, a County Commission, a Planning Commission reject the opinion of its City Attorney and its Planning Department over opinions of attorneys, whether it be me or somebody else.

And that was always my fear, that regardless of what I thought or how great a case might be presented otherwise, that you would say, we have a City Attorney with whom we deal with and a Planning Director with whom we deal with and trust, and that's the people upon whom we must rely. And that is why I'm taking the position I can or I do.

I want you to forget about Queensridge for a second. Forget about all these issues. Those are legal issues. And as your City Attorney will tell you, when somebody comes in and says they can't build because there's an easement, or they can't build because of this legal issue or not, the City Attorneys always take the position. Those are court decisions, your planning people.

And what I am asking you is, if you look at this plan that has comparable densities and Stephanie pointed that out, 1.179 units per acre when the overall density at Queensridge is 3.48. There is

not a circumstance in which if I came in front of this Planning Commission and said, I'm proposing 1.79 units per acre, that you would not feel that that's comparable, compatible. And that's the requirement that your City Attorney imposed on all of us and your Planning Director imposed on us.

So look at it from just that standpoint, a planning standpoint and what makes sense. Thank you.

CHAIRMAN SCHLOTTMAN

Thank you.

STEPHANIE ALLEN

Mr. Chairman, just briefly and Commissioners, again, thank you for your consideration this evening. We're happy. We have our engineer here if you have questions about drainage.

CHAIRMAN SCHLOTTMAN

This is Stephanie Allen for the record.

STEPHANIE ALLEN

Sorry, excuse me, Stephanie Allen, 1980 Festival Plaza, here again on behalf of the Applicant just briefly. If there are questions about drainage, we do have our engineer here, Mark Fakler. The walls, the landscaping, all of that is part of this application. I'm happy to answer those questions if you have them, detailed information as part of this submittal.

As I mentioned at the very beginning, we were here several weeks ago with an overall development plan that we wanted to develop. We will continue to discuss that option with these neighbors. When we said that at the neighborhood meeting last night, we will continue to say it, we will work with these folks.

If there are issues that they have on this plan or an overall plan, I just want the Commission to know that, and I think that's a quality thing of a developer, not meant to be, we don't know the answers. We have the answers, but we'd like to continue the dialogue and continue to work with

people, and I think that's a positive thing for this community and all of the residents of the community.

So, with that said, I'm happy to answer any questions as are our consultants.

CHAIRMAN SCHLOTTMAN

Thank you. I appreciate your time.

All right. We're going to close public comment and turn this over to the Planning Commission, starting with Commissioner Trowbridge.

COMMISSIONER TROWBRIDGE

Thank you, Chairman, I appreciate this opportunity. I've sat through probably 20 or 40 hours of public presentations on this, attended four meetings up at the area. I've attended the City Council meeting and sat there through eight hours, and numerous times it's been before the Planning Commission, this item in various forms, and has been continued or abeyed or changed because one group or another wanted it changed.

And so I feel like I've earned the right to ask a whole bunch of questions that I have, and I'm also going to respond to some statements that were made that are wrong. You know, the first proposal that came before us a year and a half or two years ago was a complete proposal. That's what you guys are asking for now. We've already rejected the complete proposal. So that's what forced us to come, forced the proponents to come back in what you're calling a piecemeal fashion. You ask for what you get.

Now, I can answer some of the questions that I was going to ask, because I've sat through so many meetings and I've groped for answers to them. You know, one charge that was made is that this project is going to diminish somehow the CC&Rs for Queensridge. The answer is obviously no.

The next question is the 32-feet streets are going to not allow for public safety vehicles. That's not true either. Thirty-two foot streets have to be approved by the Fire Department, the largest vehicles that are going to be coming down the road.

Someone said that a 30% decrease in property values. I'd like to know where that came from. The County Assessor and I sat on the Board of Equalization for many years, so I understand property values and how they're diminished. The County Assessor reduced property values 10%. That's a pretty good chunk. You've still got, if the property values do actually reduce, you can go back and appeal that assessment at another time.

I've asked this question many times and have never had anything except smiles and rolling eyes. And so I ask it again. The number of public school children that are currently in Queensridge, I would still expect the same ratio to apply in these houses. And I would speculate that the number of public school children in the Queensridge area is minimal. And so the impact about this is going to cause the schools to have children in bungalows and trailers and sitting outside in the sun during the summer, it’s just a weak argument.

A statement that was involved in the deeds and other documents that are signed at the time a person purchases a property had the language in it that I've seen. It clearly says this is not going to be a golf course forever. It's RPD-7, seven units per acre. You know, the people that are involved here fighting, a lot of them are real estate developers and builders and attorneys. Give me an answer as to why that statement is not valid. You're smart people. You've been successful, but not too successful at reading your own deeds.

Floor plans and elevations. In an expensive development, where the minimum size lot is going to be a half an acre, nobody is going to want to buy a cookie cutter house. How many of you would have bought your homes had they been pre-planned and approved by the Planning Commission perhaps years in advance? You wouldn't have bought it. You wanted a custom home on your expensive lot. There's no reason to think that what's going to happen here is going to be any different.

If I was to go out there and buy an acre or half-acre lot for $500,000. Is that what we're talking about? I would want a custom home. I would not want a cookie cutter built by, well, I'm not going to use the name of the developer, but we have some low end developers around. We're not talking that.

I can go on and on. Let's see.

Now I have something that I do need answers to perhaps. First of all, I would like to reference this document that you promised to provide last night's meeting and that was that you had the additional conditions that would be proposed.

Some of those are excellent and addressed the deficiencies in not having a complete CC&R document to hand out. That related to the minimum home size on the smaller lots and the home size of the larger lots. It talks about the height of the developments, although now it says heights no higher than any home in Queensridge. I thought last night that we were talking about 35 feet being the max. I don't know, but that's a question. So if you can save it up.

Decorative block walls. When we're talking about a project of this size, to get down and say we want red brick versus white brick versus stone; you're talking about pennies over dollars. And if the developer is inclined to say whatever you want, it's not that big a deal; we're going to pass it along to the buyer. So, you know, the specificity that you're asking for simply isn't available in this level of home that's being built.

Let's see. The question that you can write down too is when and how will the flood control issues be addressed? Those need to be approved by the City Public Works Staff before it goes anyplace. So it's not like they're going to be able to hide flood control behind their back and then sell those lots. That's not going to work. It's going to have to be approved by Public Works.

Mr. Schreck says that a major modification is required. He emphatically said that. The other attorney that was up here, Mr. Jimmerson, said emphatically, a major mod is not required. I'll have to ask the City Attorney on that one. So I'll give him a second to propose or think about it.

What's being proposed here is, what is it? Low density; low density would provide more units per acre than what is being really requested, you know, but any change above the 1.7, it's my belief they would have to come back, refile, start from Ground Zero. So 1.7 is what we're talking about here.

Another question that I think is a good one is how can a park and recreation/open space be eliminated from a master plan? And the impact, the removal of that open space, how does that affect the master plan that was approved, in part, because of open space? We're losing the open space, but it may be legal. And if that's the case, then that's the case.

Someone else mentioned something that I didn't get. It was at the density authorization, the seven units per acre over the entire parcel, that was all used up when they built the Towers. I don't know if that's the case or not. So if you could answer some of those questions, I'll then go to page two of my questions, he said facetiously. That was all.

STEPHANIE ALLEN

Okay.

COMMISSIONER TROWBRIDGE

I'm not going to page two unless you want me to.

STEPHANIE ALLEN

Okay. No. No. I was writing them down.

COMMISSIONER TROWBRIDGE

I sit here and take copious notes, believe me. So, what do we do?

STEPHANIE ALLEN

Mr. Chairman, through you, if I could answer Commissioner Trowbridge's questions. Those were great questions. And again, we appreciate all of the Commissioners' time and effort that you've put into this. I know there's a lot of information and there's been a number of plans.

I guess I'm going to start with the density issue. This, as Mr. Jimmerson read into the record in the NRS statutes, density does trump the master plan. So this is zoned RPD-7. We didn't zone it RPD-7, but I can tell you when our client bought the property, he relied upon the fact that it was zoned RPD-7.

So what RPD-7 allows, it's no longer in the Zoning Code, but what it allows is up to 7.49 units to the acre. We knew going into this that that's not necessarily compatible or harmonious with what's currently existing. So what you see before you today, which makes it an easier zoning decision, is not a request to change anything with respect to the zoning or the density.

It's, in fact, a request to do something significantly less than what's allowed under RPD-7. We're asking for your approval to limit us to 1.79 units per acre. And if we ever want to change that on this 35 acres, we have to come back before you and ask for that change. So, from a density standpoint, it's RPD-7. We're not asking for a zone change. We're not asking for any change.

The PR-OS was placed on the property, as Mr. Jimmerson mentioned, and there is no record that we found as to how it was placed on the property, unfortunately. So we can't find a public hearing. We can't find a public notice. We can't find anything in the City records that shows how PR-OS was put on the property.

The speculation is, is because it was a golf course. So, at some point, someone decided to match that up, but from a master planning standpoint, prior to that it was medium low. That's our position, that it should still be medium low. The request today is for low, which is less than what it was prior to the PR-OS.

From a height standpoint, we did discuss that at the neighborhood meeting. What was submitted with this application was that we would have a height limitation of 40 feet on lots that were.., This is on your table and the conditions on lots that were 10,000 square feet or between 10,000 and 20,000 square feet and that the height would be up to 50 feet on lots that were over 20,000 square feet.

We agreed last night that we would reduce that, and we looked into what the maximum height of homes in the neighborhood was, what we were told is we believe it to be 46 feet. So what we suggested in these revised conditions of approval was that we have a maximum height of 46 feet to be consistent with and compatible with what's already in Queensridge.

Flood control, it's not unusual that you change the flood designations or how flooding is handled and water is handled on property. So there is a condition of approval that we have a technical drainage study submitted. It's Condition 15. We have to have a drainage plan and technical drainage study prior to pulling any permits. So your City Staff, who is more than competent, has to approve that drainage study and has to tell us what, if anything, we need to mitigate that drainage.

There is a FEMA flood zone south of this property. This property is not within the FEMA flood zone.

So, from a drainage standpoint, those issues will be addressed, and I have all the confidence in the world that your City Staff will ensure that the neighborhood is protected from a drainage standpoint. As I mentioned, Mark Fakler from G.C. Wallace is here if you need specific questions about drainage, he can answer those.

I believe that addressed your questions, unless I missed anything.

COMMISSIONER TROWBRIDGE

Thank you. You shouldn't have given me enough time to read some of my other notes, because I have another question. The rendering that was just up, if someone could pull that back up again. There you go, that one. That shows those little nodes on the far right-hand side, where the safety vehicles could turn around.

STEPHANIE ALLEN

Correct.

COMMISSIONER TROWBRIDGE

There you go, those. I would want to make sure that those do not permit traffic from the east to come through the 40 or through the acreage, through the corridors.

STEPHANIE ALLEN

They do not. These will be dead end, just turnarounds from here. There's no access.

COMMISSIONER TROWBRIDGE

Okay. They're going to be gates, so there's no access out.

STEPHANIE ALLEN

Correct.

COMMISSIONER TROWBRIDGE

Maybe emergency gates or something like that.

STEPHANIE ALLEN

Correct.

COMMISSIONER TROWBRIDGE

No traffic.

STEPHANIE ALLEN

No traffic.

COMMISSIONER TROWBRIDGE

Okay.

FRANK PANKRATZ

My name is Frank Pankratz, 9103 Alta Drive, Las Vegas, Nevada. One of the exhibits that we provided with the application shows and reflects that…, that one right there, Stephanie. You think? Doesn't it?

STEPHANIE ALLEN

[Inaudible].

FRANK PANKRATZ

Does it show on the screen?

CHAIRMAN SCHLOTTMAN

Yes, sir.

FRANK PANKRATZ

Both these cul-de-sacs show future connection, when the property to the east would come in with an application. The intent is that there would be connection there, and that would provide the secondary, ultimately a secondary ingress/egress point for these homes.

STEPHANIE ALLEN

That would be part of a future site development plan review. So, for purposes right now, there will be no access there.

COMMISSIONER TROWBRIDGE

I wish you good luck with your application on that. Take a hint. Thank you.

Let's see. Where I got the 35 feet was one of the gentlemen at the meeting last night mentioned that his house was the tallest one in the area and it was 35 feet. That was just where I got that number.

STEPHANIE ALLEN

So we looked into that last night. I know Mr. Lowie developed a home in Queensridge that's 46 feet, so that's where we got that number.

COMMISSIONER TROWBRIDGE

Thank you.

CHAIRMAN SCHLOTTMAN

Thank you. Commissioner Crear?

COMMISSIONER CREAR

Thank you, Mr. Chair. We're back again. And so one of the things that I keep going back to is what the neighbors have to say. And if you look at the notices that were mailed three to four to one are against this project still, and you only mailed to a small portion of the entire

Queensridge, which I somewhat have an issue with as well, because I think what happens on that particular corner is also affecting everybody else who lives within Queensridge. I would have liked to have seen you notice everybody who lives in Queensridge, especially considering this is such a sensitive issue and it's been talked about over and over and over again.

Another thing that I have concern about is the fact that we keep talking about the land is zoned RPD-7. And it's my understanding that that's really an overlay for the master plan that's there. But the property that you're talking about is actually zoned PR-OS. Well, and if that's not the case, then our agenda item says that the General Planning Amendment is going from PR-OS to low density. It doesn't say RPD-7 to low density.

So maybe someone could help me understand how that is, because if you're going for PR-OS (Parks/Recreation/Open Space) to residential, basically, even though it's low density, you're still taking away the parks, recreation, and open space.

STEPHANIE ALLEN

If I may, Mr. Chairman, through you?

CHAIRMAN SCHLOTTMAN

Please do.

STEPHANIE ALLEN

We do not have a request for any type of zone change related to this application. So the PR-OS is the master plan, and the request by the City was to match the master plan to our existing zoning. So the zoning is RPD-7. The request to change the PR-OS to low is with respect to the master plan.

COMMISSIONER CREAR

So maybe our attorney can verify that. So the zoning for the land use is not, the zoning for the overlay is what, for the master plan?

CITY ATTORNEY JERBIC

Let me break it into two parts.

COMMISSIONER CREAR

Okay.

CITY ATTORNEY JERBIC

The General Plan for the City of Las Vegas has various areas that specify a range of zoning that can occur within those areas. It can be L. It can be medium. It can medium low. It can be commercial. It can be other things. Within those areas, where you have those limitations as to what the zoning can be, the zoning for this property happens to be hard zoned RPD-7.

So to state, I agree with what Ms. Allen just said. I just wanted to break it down so that what happened over time, somehow PR-OS became the General Plan designation only after the hard zoning was put in place. And the rule is the hard zoning, in my opinion, does trump the General Plan designation.

Now, we have a separate City Code provision that requires an applicant, who comes forward with a plan where the zoning is incompatible with the General Plan, has to ask for a general plan amendment. That's why this Applicant has submitted a general plan amendment because our Code requires it.

I want to go a step further, even though you haven't asked a question, because I think it's going to come up, and that is, what happens if you do not grant the general plan amendment tonight? If you do not grant the general plan amendment tonight, you will merely leave in place a general plan that's inconsistent with the zoning, and the zoning trumps it, in my opinion.

COMMISSIONER CREAR

So you're saying that this is more of a cleanup item?

CITY ATTORNEY JERBIC

It is more of a cleanup item. It gives an opportunity, because our Code requires it, for this Applicant to try and get you to recognize there's an inconsistency between the General Plan and the in-place zoning and gives you an opportunity to synchronize the two.

COMMISSIONER CREAR

So if this doesn't happen at all, this doesn't take place, you're saying the developer does have the right to go and develop 7.49 units per acre, whether this general plan amendment changes from PR-OS to L or not.

CITY ATTORNEY JERBIC

I would phrase it this way. They have the right to pursue whatever they can do with RPD-7. That doesn't mean-.

COMMISSIONER CREAR

Within RPD-7, up to RPD-7.

CITY ATTORNEY JERBIC

-right. Correct. They would have to be within RPD-7, which, remember everybody, RPD-7 doesn't give you 7.49 units per acre. It has to be harmonious and compatible. I think we have stated to the developer and to the neighborhood that there's nothing in Queensridge out there within the residential, the single family residential that's anywhere close to 7.49. So there's almost no chance that Mr. Perrigo's office will ever recommend 7.49 units per acre out there.

COMMISSIONER CREAR

Okay. So I'm clear then. If this general plan amendment from PR-OS to low density does not take place tonight or with City Council, the developer still has the right to go and develop that land.

CITY ATTORNEY JERBIC

Whatever you approve, they have a right to pursue.

COMMISSIONER CREAR

Thank you. That's all.

STEPHANIE ALLEN

If I could clarify one more thing, Mr. Chairman, please, just with respect to the notice, because that's a very good issue that you raised. We did have two neighborhood meetings. The first neighborhood meeting was January 9th, related to the General Plan Amendment, because that's a mandatory, noticed neighborhood meeting. That was prior to having the site plan prepared, and so we asked that that GPA request be held until we could have the site plan.

So the notices for the GPA, there were 1,000 notices that went out for the GPA application. When the site plan was finished and we wanted to hear them all together, you're absolutely right. We noticed the neighbors that were immediately adjacent, because we wanted to have some real dialogue with respect to how these proposed lots would impact their homes.

So I think we had a productive meeting. Obviously, there's neighbors that still have concerns, but that's how we came up with the list of conditions of approval that we thought would help protect the immediate homeowners adjacent to this property.

Anything future in the neighborhood, we have to do the same process. We'll have to come through with a site development plan. We'll have to have the same dialogue should we decide to come through with some additional development over the property.

COMMISSIONER CREAR

You know, I just find it very hard to believe, as many neighborhood meetings as you've had over the course of the past year and a half, two years or so, that there hasn't really been any consensus from the neighbors to today. I really haven't seen a number of neighbors come up and say man, we really had a productive meeting; we really made some great changes; this is going to be great.

I haven't heard that, like outside of the people that live there that are, you know, somewhat, I don't know if they're working for the cause or not, but I haven't heard that.

And I just don't, I just find it very, very hard to believe with all the development that has happened over the course of our city over the years, there's been consensus, there's been give and take. Red Rock was supposed to be 200 feet. It's 100 feet. Right? There is consensus. I just haven't seen it anywhere at all.

STEPHANIE ALLEN

If I may, Mr. Chairman, just briefly. We have tried a lot, and we have made some huge concessions over the course of this 18 months or 2 years.

COMMISSIONER CREAR

Well, you've changed. You've changed the submittal.

STEPHANIE ALLEN

Yes. Well, this is-

COMMISSIONER CREAR

I'm not sure, I don't really know what the, the changes were a shift in the submittal, because there's going to be the three towers and other things. But I just.

STEPHANIE ALLEN

- I understand. This is a hard. There's no doubt that this is a hard decision no matter what you're considering tonight. The one thing that one resident said to me after the meeting last night, and these are not the folks that come up here and talk, but it was a fair point and a fair statement. He said, you know, when you said at the last meeting that we may come in with an alternative plan that would show density that's consistent and compatible with what you all have, we didn't really think that was going to happen; we kind of took it as a threat.

Well, this property owner has a right to develop his property. And so if we can't get consensus to do something outside of the box with the overall plan, which was what we presented several weeks ago, then we have to resort to the existing zoning. And so that's why we're here today is because the existing zoning is RPD-7. We're asking you to look at this as a zoning case, just like you do every day. You know your Zoning Code better than anyone in this room, as does your City Attorney and your staff.

And in any other case, as Mr. Kaempfer mentioned, if we were coming in and saying, this is zoned for 7.5 units to the acre; we'd like to put 1.79 units to the acre adjacent to homes that are pretty much the exact same size or substantially the same. Never have we had a case that I can recall, where someone has said no, don't put an acre lot next to an acre lot; no, don't put a half-acre lot next to a half-acre lot; or where they've said, in fact, put something larger next to that acre lot. I've never seen that happen in any scenario in any zoning case.

I'm not suggesting this is an easy situation, but this case is different than what wee presented last time, because it is zoned RPD-7 and the property owner has a right to do something with it.

COMMISSIONER CREAR

I would agree with the fact that I haven't seen that either, and you haven't seen it, but I also haven't seen someone want to rip up a golf course and put homes in there, in open space and take away views for the neighbors. So that's a whole different scenario that needs to be added into your conversation, and that just makes it tough not having the neighbors on board with this. Thank you.

CHAIRMAN SCHLOTTMAN

Thank you. Mr. Cherry, Vice Chair Cherry.

VICE CHAIRMAN CHERRY

Through the Chair, so when the application for the project came in its previous form, I really didn't have an issue with the 75 homes that were proposed and quite liked the layout of it. I did

not like the development plan. I wasn't, I didn't feel like it afforded enough protection for the City and for the homeowners around it.

And I also felt that the apartments were too dense, and we ended up voting on a lesser amount of 720 units. And so now, you know, I wish we were looking at the 75 units for the entire project. We're not. We're looking at the 61. And, you know, I don't have an issue with it. The issue I have is more looking at how the lots are lining up within the development.

After hearing the conditions that were proposed as well, I feel a lot more comfortable with it. But there are some lots that I feel on the smaller side, that, you know, there's two lots to one on where that kind of cul-de-sac or that little roundabout comes into play. As I quickly did a count on that side, it seemed like there was two lots, you'd probably have to lose two lots on that side and then three lots to the northwest of that, on the other side, to get the homes to line up a little better.

So that's really my comment and where I stand today. It's unfortunate that when the project was presented as a whole in the past that we didn't push forward with the 75 units on the entire piece, but this is where we are today, and that's where I stand. Thank you.

CHAIRMAN SCHLOTTMAN

Thank you. I'll just go ahead and make a couple comments unless Commissioner Quinn wants to go first. Please. Yea, I'll just make a few comments.

And not to reiterate everything that's already been said, but I would agree with Vice Chair Cherry that the lots 27 through, sorry, my screen is kind of going nuts, but 27 around to 34 is a little bit tighter than everything, than the adjacent lots. But the lots towards the south are relatively large lots, a lot bigger than the other lots up against Orient Express.

And, you know, I don't think that 32-foot wide streets are mobile home park streets and trailer parks. I build lofts in downtown, and we have 32-foot wide streets. And I wouldn't consider Orient Express Court a mobile home park, even though they only have 29-foot wide streets. And a lot of these other streets within the surrounding community have smaller streets than this particular community.

So, you know, I do understand, you know, looking out onto a golf course and then always wanting to look out on that golf course, but that's not necessarily what's before us today. What's

before us today is a proposal from a developer, and we have to fill, I mean, we have to consider, does this fit and is this compatible with the adjacent houses?

As Brad Jerbic said, even though it has, you know, RPD-7 up to 7.49 units an acre, if anything coming in here was 7.49 units an acre, we would deny this. I mean, absolutely, that wouldn't be compatible.

But I think at the 1.17 or wherever it's landed, and I think that is compatible. To echo the Vice Chair's comments, I like the 75 or 80 units on the 180 acres a lot better than this. But maybe this will give us the opportunity to see what can happen on 61 acres and go from there. And then maybe we can reevaluate what happens in the future. And I have no other comments.

Commissioner Quinn?

COMMISSIONER QUINN

Thank you. Good evening. I think my concerns, Ms. Allen, remain the same, regardless if they're the $1 million to $5 million lots down to the 1.7 unit per acre lots. My concerns then are my concerns now.

We have no idea where the construction vehicles are coming in or out of. We have no idea where you're parking them. We have no idea what this place is going to look like.

And you might say, well, you don't have to show us drawings because they're on an acre or a half-acre. But let me just tell you something. When you encroach into someone's neighborhood, your company is known for and takes pride in showing this Commission what we are going to vote on before it's built. I don't care if it's the littlest house to the biggest house. You're putting something in people's neighborhoods that I'm going to vote on 61 acres at an acre and a half a lot or whatever and I don't know what the heck it's going to look like. Okay? So that bothers me, and it bothers me immensely.

I have worked with your company, Ms. Allen, so many years. I've had a wonderful, wonderful relationship. I have never been more unsure of a project and what it's going to look like or what it's going to encroach and what it's going to do to the surrounding areas than this project in my life. And I pay attention. I go to meetings and I dig in as deep as I can. So don't ever think that I

have not done the same for you, Ms. Allen like I would do for Ms. Lazovich or Mr. Gronauer because I have worked that hard.

STEPHANIE ALLEN

No, we know.

COMMISSIONER QUINN

I have sat on this Planning Commission for 10 years. I have had the heart and the soul of every neighbor in my votes, and I've had the heart and soul of developers, like Mr. Kaempfer and representatives, because I want it all to work. I like things to work.

I'm at a briefing last week and I'm told that possibly I could be sued and liable myself if I did not approve what Staff recommends tonight, because I was, I don't know what law I was breaking, but to tell me I could possibly be sued, possibly; I'm not saying I was threatened, it was possibly liable if I did not agree with Staff's recommendations tonight. How dare you.

And I'm going to tell you another thing. I put more time into this project than most things I do for my Councilwoman. And as I sit here tonight, I will not, I will not support this project, because maybe I'm not as qualified as I think. I have no idea what the hell I'm even voting on and what it's going to look like and how it's going to impact the public, not just in Queensridge, but the entire area.

So you lost me just because it's just too much of unknown. You call it bits and pieces. You call it building here and building there. We open these floodgates, and we change this master plan. And it says one page four [inaudible] houses per acre, another, this per acre. At the end of the day, you know, I don't know what I'm; I can't support something I am so unsure of what's going to happen. You will not see my support tonight on this project.

CHAIRMAN SCHLOTTMAN

Please hold your applause. Yes?

STEPHANIE ALLEN

If I could briefly, Mr. Chairman.

CHAIRMAN SCHLOTTMAN

Not just yet. Commissioner Trowbridge?

COMMISSIONER TROWBRIDGE

Thank you. I need to clarify something and accept responsibility. I'm the one that made the comment regarding if you do not follow your City Attorney's legal opinion, then you are on your own in terms of defending your actions. You can't go against the City Attorney's opinion and then come over later and say, I went the other way, I know, but I want you to represent me in court. That doesn't work like that.

COMMISSIONER QUINN

Excuse me, Mr. Trowbridge, what was said was I would, we could be personally held liable.

COMMISSIONER TROWBRIDGE

You could. That's what happens when you go to court. Yes.

COMMISSIONER QUINN

I don't want to be personally held liable for my vote.

COMMISSIONER TROWBRIDGE

That's why I'm following the City Attorney's advice.

COMMISSIONER QUINN

Well, that's why I'm not.

CHAIRMAN SCHLOTTMAN

Okay. Please hold your applause, please. Commissioner Moody?

COMMISSIONER MOODY

Yeah. Thank you, Mr. Chair. First of all, I think I need to wish my wife and youngest daughter Happy Valentine's Day. They're wondering if I'm coming home to eat homemade cookies, and they need to know not to wait up for me, because we're going to be a while, not because my remarks are lengthy, but we've still got a lot ahead of us on tonight's agenda.

So, you know, I was in the minority back in October, when this Commission last considered this property, and I was one of just a few that voted for approval of all the applications. What I wanted to hear then and what I didn't and hope to hear tonight were really some alternatives about if this can move forward with development, then what is it going to look like? Perhaps too many have based their decisions and have been silent about what they would like us to approve on that because they've assumed that development can't happen.

Like Commissioner Cherry, I sure like the application that came in front of us back in October. I like it better than what we're now considering, but for the same reasons I voted for approval then, that's the same way I'm going to vote tonight. It's not based on revenues. It's not based on the overwhelming numbers of the people who are clearly here in opposition to it, and it's certainly not based on what may or may not happen to property values there.

And by the way, I don't have constituents. I'm an appointed Planning Commissioner. I was appointed by a City Councilman who has constituents. But I serve at large. So, you know, my decision tonight is purely based on land uses.

The proposed density is consistent with the density permitted by the existing RPD-7. And because the property is no longer intended for a golf course or open space, a GPA is necessary, and the proposed density, quite frankly, is less dense than the adjacent development. And I find it, therefore, harmonious and compatible and, for the same reasons, intend to follow Staff's recommendations on Items 22 through 24.

I've heard several ask for us to delay our vote until further negotiations can occur. But I also heard that there is uncertainty that continues to loom, and that it's no one's best interest for this to

be dragged out anymore. I want to move this forward to City Council rather than abey this. I think there continues to be time for both sides to try to continue negotiating between now and the time that City Council hears this.

Perhaps the most compelling testimony I heard tonight in opposition to the development was about traffic and safety. But I am confident that the City can come up with some solutions to address those concerns if the existing traffic study is insufficient.

And then finally, I think it's appropriate to thank everyone who has participated who would also rather be, you know, at dinner tonight with a significant other celebrating Valentine's Day. These have been really emotional and difficult items. So many people have money at stake. They have spent significant time. But despite that, you've come here tonight and you have been professional. You've been respectful, and this meeting could have gone very differently. So thank you and that's all I have to say.

STEPHANIE ALLEN

Mr. Chairman, just briefly if I could just reiterate what Commissioner Moody said.

CHAIRMAN SCHLOTTMAN

Yes.

STEPHANIE ALLEN

I very much appreciate all of the hard work that this Commission and all of these folks that are here, whether we agree to disagree or not and however you all vote, there is a lot of integrity in this room.

Commissioner Quinn, you work your tail off, so never, ever would I want you to feel like I was threatening you. I was not. Just for the record, I did not say that and never would insinuate that there's some kind of liability based on how you vote today. I know you all vote your hearts. Even the opposition, everyone has a lot of integrity in this room. These are hard, hard decisions, and we very much appreciate your consideration tonight.

And so I just wanted to put that on record, because I don't want there to be any question as to integrity in this room. Our client has a lot of integrity. The folks in opposition have a lot of integrity. The Staff is amazing. So, no matter how this goes, I just wanted to put that on the record so that it's clear and we appreciate all of your efforts.

CHAIRMAN SCHLOTTMAN

Thank you. I appreciate that. I'm ready for a motion.

COMMISSIONER TROWBRIDGE

Thank you. I'm willing to jump out there. Staff, I'd like to ask you to please insert in the appropriate places in the appropriate items the additional conditions that have been offered on SDR-68481, the ones that were submitted in writing.

So, having said that, in regards to Item 21, the General Plan Amendment, 68385, I make a recommendation for approval subject to all Staff conditions.

CHAIRMAN SCHLOTTMAN

And Mr. Attorney, Mr. Jerbic, that does not meet a super majority, so that would go forward as-

CITY ATTORNEY JERBIC

-It will show denial at the City Council, because it didn't have the super majority, but it will go on to City Council.

CHAIRMAN SCHLOTTMAN

Okay. Thank you. **(Motion for approval failed due to lack of super majority with QUINN and CREAR voting No, which is tantamount to Denial)**

COMMISSIONER TROWBRIDGE

Okay. In regards to Item number 22, the waiver related to the General Plan Amendment, 68358, I make a recommendation for approval subject to all Staff conditions.

CHAIRMAN SCHLOTTMAN

Motion is on the floor. Please cast your vote. The motion is approved. **(The motion carried with QUINN and CREAR voting No.)**

COMMISSIONER TROWBRIDGE

In regards to Item number 23, Site Development Review 68481, make a recommendation for approval subject to all Staff conditions.

MR. LOWENSTEIN

Mr. Chairman, those are with all of the added conditions as read into the record by Staff and the Applicant. I would also like to ask for a further amendment to Condition number 6 so that the table indicates the maximum building height of 46 feet in both columns.

VICE CHAIRMAN CHERRY

Through the Chair if I may.

CHAIRMAN SCHLOTTMAN

Please do.

VICE CHAIRMAN CHERRY

I really, on Item number 23, would feel a lot more comfortable in the motion if we did look at those lots and were able to get them to line up more compatible with the adjacent lots there, which by a quick look, it looks like there would be a reduction of probably five lots on there.

STEPHANIE ALLEN

Mr. Chairman, we're fine if you have a suggestion. I think maybe even if we lost one lot here, this would probably line up. I don't know. We haven't looked at it, but if this is the area you're talking about, my guess is if we lost at least one lot in here, we probably would line up a little bit

more. These are longer, so they are consistent with the sizes along here, but I understand how it looks that these are longer instead of wider lots, but it's up to the Commission.

VICE CHAIRMAN CHERRY

I would just have a better comfort level. I mean, it's there when I see two lots going up against the one, and then the two adjacent to that, it kind of bumps up against it. Again, a quick count of mine, it would look like two on that side and three on the other, for a total of five. But that's just, I mean that's just me looking at the site plan without your professionals looking at it.

COMMISSIONER TROWBRIDGE

If I may, how about if we just say that the square footage should be equivalent of the lots?

VICE CHAIRMAN CHERRY

Are the lot size, so is that, could you ask that again, Commissioner Trowbridge?

COMMISSIONER TROWBRIDGE

Would it be acceptable to you in the additional condition if we would simply say that the square footage of the lots need to be essentially compatible to the ones that they neighbor, the neighboring lots, where they take these lots?

VICE CHAIRMAN CHERRY

Yeah. That would be reasonable. Through the Chair, I think that's a reasonable ask. Yeah. That way they wouldn't have to redo the site plan here as we sit through the meeting.

STEPHANIE ALLEN

Yeah, and we'd be fine with that. We'll look at it a little closer. I have the exact square footages if you have questions about specific lots, but-.

COMMISSIONER TROWBRIDGE

Okay. I think we made our point.

STEPHANIE ALLEN

-okay.

COMMISSIONER TROWBRIDGE

Okay. So, with the addition of the condition addressed by the Vice Chair, which would be to say that the lots along that area we're discussing are the equivalent, not identical, but just basically the equivalent size of the lots square footage, then that would be acceptable.

STEPHANIE ALLEN

We are fine with that condition. The only thing I want to say is I think they are fairly compatible and equivalent. But we'll certainly look at it closer.

COMMISSIONER TROWBRIDGE

Somebody will check it.

STEPHANIE ALLEN

Sure. Absolutely.

COMMISSIONER TROWBRIDGE

Okay. So, having made those modifications, the motion has been made for approval subject to all conditions, including those added by Staff and those added by the Vice Chair.

CITY ATTORNEY JERBIC

I'm looking at Planning and looking at each other, and I can read their minds from here. There's been a lot of pointing, but there's been absolutely no description of what that is. And so to put that in the form of a condition, I think we all know what you mean, but I think it needs to…in

order to be a condition, it needs to be absolutely written as a condition. I don't know if anybody has any suggestions or not.

COMMISSIONER TROWBRIDGE

I'll leave that up to the planners to word it correctly.

MR. LOWENSTEIN

Through you, Mr. Chairman, so if the intent of the condition to be crafted is that the homes that abut Verlaine Court, the homes that are abutting the homes on Verlaine Court are to have their rear yards be a one to one, or is it to be the equivalent square footage of those lots? So if it's the latter, then I think the condition as they were reading it was acceptable. I think it just needs to specify that the homes that abut the backs of the homes that face Verlaine Court shall be similar in lot square footage.

CHRIS KAEMPFER

Mr. Chairman, if it helps, I appreciate what Brad's saying about pointing. But if we look at Lot 34 back down to Lot 24, which is the lots along that Verlaine Court there, that those lots have to be the same size as the corresponding lots in this section here is I think what you're trying to get at, Vice Chair had said.

COMMISSIONER TROWBRIDGE

Yes, you're right, but I think that we're going to have to include a tape of this pointing session so that we really understand.

STEPHANIE ALLEN

Those lots.

CHRIS KAEMPFER

I think it's clear.

CHAIRMAN SCHLOTTMAN

Okay. There's a motion on the floor. Please cast your vote. The motion carries. **(The motion carried with QUINN and CREAR voting No.)**

COMMISSIONER TROWBRIDGE

And in regards to Item number 24, the Tentative Map related to the GPA-68385, I make a recommendation for approval subject to all Staff conditions.

CHAIRMAN SCHLOTTMAN

The motion carries. **(The motion carried with QUINN and CREAR voting No.)**

STEPHANIE ALLEN

Thank you very much. We very much appreciate your time.

CHAIRMAN SCHLOTTMAN

Director, do you want to say-

TOM PERRIGO

Yes, thank you. Items 21, 22, 23, and 24 will be heard at City Council on March 15th, 2017.

CHAIRMAN SCHLOTTMAN

And we have officially been going for three hours, and we usually take a break after two, so we'll call a short recess, and we'll be back in approximately 10 minutes.

(END OF DISCUSSION)

/ph

Exhibit 76

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 21, 2017

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
NOT TO BE HEARD BEFORE 3:00 P.M. - WVR-68480 - ABEYANCE ITEM - WAIVER RELATED TO GPA-68385 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible action on a 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]. The Planning Commission (4-2 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**39**	**Planning Commission Mtg.**	**0**
City Council Meeting	**28**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (4-2 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps - WVR-68480, SDR-68481 and TMP-68482 [PRJ-67184]
3. Supporting Documentation
4. Justification Letter
5. Protest Postcards - WVR-68480 and SDR-68481
6. Backup Submitted from the February 14, 2017 Planning Commission Meeting

Motion made by BOB COFFIN to Deny

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

Minutes:
See Item 131 for a Combined Verbatim Transcript of Items 82 and 130-134 and other related backup.

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 21, 2017

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
NOT TO BE HEARD BEFORE 3:00 P.M. - TMP-68482 - ABEYANCE ITEM - TENTATIVE MAP RELATED TO GPA-68385, WVR-68480 AND SDR-68481 - PARCEL 1 @ THE 180 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible action on a 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]. The Planning Commission (4-2 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**37**	**Planning Commission Mtg.**	**0**
City Council Meeting	**28**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (4-2 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Protest Postcards
4. Backup Submitted from the February 14, 2017 Planning Commission Meeting

Motion made by BOB COFFIN to Deny

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

Minutes:
See Item 131 for a Combined Verbatim Transcript of Items 82 and 130-134 and Items 131-133 for other related backup.

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 21, 2017

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
NOT TO BE HEARD BEFORE 3:00 P.M. - SDR-68481 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-68385 AND WVR-68480 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible action on a 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]. The Planning Commission (4-2 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**39**	**Planning Commission Mtg.**	**0**
City Council Meeting	**28**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (4-2 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Justification Letter - SDR-68481 and TMP-68482 [PRJ-67184]

Motion made by BOB COFFIN to Deny

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

Minutes:
See Item 131 for a Combined Verbatim Transcript of Items 82 and 130-134 and Items 131 and 132 for other related backup.

City of Las Vegas Agenda Item No.: **131.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 21, 2017

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
NOT TO BE HEARD BEFORE 3:00 P.M. - GPA-68385 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible action on a 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]. Staff has NO RECOMMENDATION. The Planning Commission failed to obtain a supermajority vote which is tantamount to DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**47**	**Planning Commission Mtg.**	**14**
City Council Meeting	**74**	**City Council Meeting**	**10**

RECOMMENDATION:
Staff has NO RECOMMENDATION. The Planning Commission failed to obtain a supermajority vote which is tantamount to DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report - GPA-68385, WVR-68480, SDR-68481 and TMP-68482 [PRJ-67184]
3. Supporting Documentation - GPA-68385, WVR-68480, SDR-68481 and TMP-68482 [PRJ-67184]
4. Photo(s) - GPA-68385, WVR-68480, SDR-68481 and TMP-68482 [PRJ-67184]
5. Justification Letter
6. Protest Postcards
7. Backup Submitted from the February 14, 2017 Planning Commission Meeting
8. Backup Submitted from the February 14, 2017 Planning Commission Meeting - Transmittal Sheet and CD for Queensridge Parcel 1 at 180 for SDR-68481, WVR-68480, GPA-68385 and TMP-68482 [PRJ-67184] by Doug Rankin
9. Backup Submitted from the February 14, 2017 Planning Commission Meeting - Binder for Everything You Wanted To Know About R-PD7 But Were Afraid To Ask and Presentation Binder for Queensridge Parcel 1 at The 180 and CD for SDR-68481, WVR-68480, GPA-68385 and TMP-68482 [PRJ-67184] by Michael Buckley - NOTE: Subsequent to the meeting, it was determined that the backup named Presentation Binder for Queensridge Parcel 1 at The 180 and CD for SDR-68481, WVR-68480, GPA-68385 and TMP-6882 [PRJ-67184] should be reflected as Presentation Binder Prepared by George Garcia Regarding the Zoning History of Peccole Ranch

10. Backup Submitted from the February 14, 2017 Planning Commission Meeting - Declaration of Clyde O. Spitze for SDR-68481, WVR-68480, GPA-68385 and TMP-68482 [PRJ-67184] by Clyde Spitze
11. Backup Submitted from the February 14, 2017 Planning Commission Meeting - Planning & Zoning 101 Information Packet by George Garcia
12. Backup Submitted from the February 14, 2017 Planning Commission Meeting - Photographs of Golf Course for SDR-68481, WVR-68480, GPA-68385 and TMP-68482 [PRJ-67184] by Eva Thomas
13. Backup Submitted from the February 14, 2017 Planning Commission Meeting - Brief of Cases and Maps by Pat Spilotro
14. Backup Submitted from the February 14, 2017 Planning Commission Meeting - Documents Submitted for the Record by Attorney Jimmy Jimmerson
15. Backup Submitted from the February 14, 2017 Planning Commission Meeting - City Attorney Opinion by Todd Moody for SDR-68481, WVR-68480, GPA-68385 and TMP-68482 [PRJ-67184]
16. Backup Submitted from the March 15, 2017 City Council Meeting
17. Backup Submitted from the May 17, 2017 City Council Meeting
18. Submitted at Meeting - Documents Submitted for the Record by Ngai Pidell, Doug Rankin, George Garcia, Michael Buckley, Bob Peccole and Jimmy Jimmerson for GPA-68385, WVR-68480, SDR-68481 and TMP-68482 [PRJ-67184]
19. Combined Verbatim Transcript for Items 82 and 130-134

Motion made by BOB COFFIN to Deny

Passed For: 5; Against: 2; Abstain: 0; Did Not Vote: 0; Excused: 0
BOB COFFIN, RICKI Y. BARLOW, LOIS TARKANIAN, CAROLYN G. GOODMAN, STAVROS S. ANTHONY; (Against-STEVEN D. ROSS, BOB BEERS); (Abstain-None); (Did Not Vote-None); (Excused-None)

NOTE: An initial motion by BEERS for Approval passed with TARKANIAN, GOODMAN and ANTHONY voting No; subsequent to the vote, COFFIN announced that he voted incorrectly. Per CITY ATTORNEY JERBIC'S advice, the Council voted again on the motion for Approval which failed with COFFIN, TARKANIAN, GOODMAN and ANTHONY voting No. A subsequent motion by COFFIN for Denial passed with ROSS and BEERS voting No.

Minutes:
A Combined Verbatim Transcript of Items 82 and 130-134 is made part of the Final Minutes.

Appearance List:
CAROLYN GOODMAN, Mayor
BRAD JERBIC, City Attorney
BOB COFFIN, Councilman
TODD BICE, Legal Counsel for the Queensridge Homeowners
STEPHANIE ALLEN, Legal Counsel for the Applicant

FRANK SCHRECK, Queensridge resident
CHRIS KAEMPFER, Legal Counsel for the Applicant
TOM PERRIGO, Planning Director
GEORGE C. SCOTT WALLACE
LILIAN MANDEL, Fairway Pointe resident
DAN OMERZA, Queensridge resident
TRESSA STEVENS HADDOCK, Queensridge resident
NGAI PINDELL, William S. Boyd School of Law
DOUG RANKIN, 1055 Whitney Ranch Drive
LOIS TARKANIAN, Councilwoman
GEORGE GARCIA, 1055 Whitney Ranch Drive
MICHAEL BUCKLEY, on behalf of Frank and Jill Fertitta Family Trust
STAVROS ANTHONY, Councilman
SHAUNA HUGHES, on behalf of the Queensridge homeowners
HERMAN AHLERS, Queensridge resident
BOB PECCOLE, on behalf of Appellants in the Nevada Supreme Court
DALE ROESSNER, Queensridge resident
ANNE SMITH, Queensridge resident
KARA KELLEY, Queensridge resident
PAUL LARSEN, Queensridge resident
LARRY SADOFF, Queensridge resident
LUCILLE MONGELLI, Queensridge resident
RICK KOSS, St. Michelle resident
HOWARD PEARLMAN
SALLY JOHNSON-BIGLER, Queensridge resident
DAVID MASON, Queensridge resident
TERRY MURPHY, on behalf of the Frank and Jill Fertitta Trust
ELAINE WENGER-ROESSNER
TALI LOWIE, Queensridge resident
JAMES JIMMERSON, Legal Counsel for the Applicant
YOHAN LOWIE, Applicant/Owner
RICKI BARLOW, Councilman
BOB BEERS, Councilman

Exhibit 77

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 21, 2017
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: 180 LAND CO, LLC, ET AL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
DIR-70539	Staff recommends APPROVAL.	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 44

NOTICES MAILED 1,550

PROTESTS 30

APPROVALS 5

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** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for consideration of and possible action on a development agreement between the Master Developer (180 Land Co, LLC) of the 250.92-acre golf course property (alternately referred to in the Agreement as "The Property," "The Community" or "The Two Fifty") and the City of Las Vegas, located at the southwest corner of Alta Drive and Rampart Boulevard. The Agreement addresses phasing, planning and restrictions of development of the Property and the obligations of the Master Developer. The Agreement also includes exhibits that contain design guidelines, development standards and permitted uses.

ISSUES

- The intent of this development agreement is to provide for an orderly and consistent plan of development for 250.92 acres of land at the southwest corner of Alta Drive and Rampart Boulevard. A 17.49-acre portion of the Property has already been reviewed and approved for site development against Title 19 standards for the R-3 (Medium Density Residential) zoning district.
- Development of the site is in conformance to LVMC Title 19.06.040 (adopted March 1997 and as revised and amended prior to March 16, 2011) for R-PD zoned developments and LVMC Title 19.06.110 (adopted March 16, 2011).
- The Development Agreement contains 2.13 acres of land zoned PD (Planned Development) for which no residential density is assigned.
- Nevada Revised Statutes (NRS) Chapter 278.0349 states that where the zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence. The parties to this agreement acknowledge that the extant approved zoning and land use designations for this site do not match. The City may request a General Plan Amendment at a future date to make the land use and zoning designations consistent.

ANALYSIS

A development agreement (DIR-63602) for the 250.92 acres was brought forward for review by the City of Las Vegas in 2016. On 11/16/16, the City Council, at the applicant's request, voted to withdraw the application for the agreement without prejudice, allowing for a new agreement to be presented at a future date. The current request incorporates some of the elements of the agreement filed under DIR-63602, but is a separate development agreement and not an amendment of that agreement.

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On 02/15/17, a portion of the overall development that includes 435 multi-family dwelling units on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard was approved through a Site Development Plan Review (SDR-62393). An accompanying General Plan Amendment (GPA-62387) from PR-OS (Parks/Recreation/Open Space) to M (Medium Density Residential) and Rezoning (ZON-62392) from R-PD7 (Residential Planned Development – 7 units per Acre) to R-3 (Medium Density Residential) were approved concurrently with the Site Development Plan Review. Staff reviewed the proposed development against the applicable codes and found that the proposed development on 17.49 acres generally conformed to R-3 zoning district standards and contained a density that remained under the 25.49 dwelling units per acre allowed under the M (Medium Density Residential) General Plan Designation.

The site development proposed through this Development Agreement includes the approved development on 17.49 acres of the Property and adds 233 acres of existing R-PD7 and PD zoned land comprising the remainder of the former golf course. The analysis of Section Three of the Agreement includes tables indicating the number of units, acreage and density within each proposed development area. Although the site plan, landscape plan, elevations and floor plans for development on the 17.49 acres have already been approved, the Agreement includes this area for consistency with proposed development and the Master Studies.

This development agreement is based on the assumption that the portion of the Property currently zoned R-PD7 (Residential Planned Development – 7 Units per Acre) and PD (Planned Development) will remain zoned R-PD7 and PD throughout the duration of the Agreement. The development proposed thereon is intended to conform to the requirements and procedures of the R-PD zoning district prescribed within LVMC Title 19.06.040, the version of the zoning code prior to adoption of the Unified Development Code and under which this portion of the Property was originally rezoned. (Note: the Unified Development Code refers to this zoning district as a “legacy district.” New Rezoning applications to R-PD are no longer available under the UDC.) The “site development plans” as referred to in this code section were submitted as part of the Development Agreement. Instead of reviewing these plans and documents as part of a separate Site Development Plan Review application, the Development Agreement is sufficient to satisfy the review requirement in Title 19.06.040. However, a Site Development Plan Review will still be required for development in Development Areas 2 and 3 in accordance with the terms of the Development Agreement. With the approval of this development agreement, additional standards and restrictions will be in place to show the compatibility of the phased project as compared to Development Area 1.

An overview of the major terms of the Development Agreement follows:

Development Agreement Summary

The Agreement begins with a preamble containing recitals followed by division into eight sections.

Recitals

This section establishes several grounding statements about the Property that form the basis for entering into a development agreement; namely, that 180 Land Co, LLC is Master Developer of the Property, defined as the 250.92 acres on which the former Badlands Golf Course is situated, and that the Master Developer intends to repurpose the Property in a manner that is complementary and compatible with adjacent uses due to the alleged infeasibility of maintaining the golf course as it presently exists. As a result of development of the Property, the City of Las Vegas will receive assurances with regard to phasing, timing and orderly development and infrastructure improvements. It is noted that 17.49 acres of the Property have already been entitled for the development of up to 435 multi-family units on R-3 (Medium Density Residential) zoning through previous actions of the City Council.

Section One: Definitions

This section assigns specific meanings to the terms used throughout the Agreement for consistency and the understanding of both parties.

Of note in this section is the definition of "Master Studies," which refer to the Master Drainage Study, Master Sanitary Sewer Study and Master Traffic Study. Each study is to be approved by the Director of Public Works prior to the issuance of any permits except grub and clear permits outside of FEMA (Federal Emergency Management Agency) designated flood areas and/or demolition permits. A significant portion of this area is located in a FEMA designated flood zone.

Several definitions refer to specific documents noted as separate exhibits. These include the following:

- "Design Guidelines" – Exhibit C
- "Development Area(s)" – Exhibit B
- "Master Land Use Plan" – Exhibit B
- "Property" or "Community" – Exhibit A
- "Unified Development Code" or "UDC" – Exhibit E

Section Two: Applicable Rules and Conflicting Laws

This section stipulates that the Agreement shall supersede any conflicting provision of Title 19 of the Las Vegas Municipal Code, provided that the City rules in force at the time of approval generally apply to development of the Property. If there are subsequent changes to federal or state law that conflict with the Agreement, the parties will endeavor to modify the Agreement to conform to the law through a City Council hearing. Exhibit E of the Agreement is offered for reference to memorialize the Unified Development Code at the time of recordation of the Agreement. This action is typical of previous development agreements between the City and developers in order to maintain the integrity of the agreements.

Section Three: Planning and Development of the Community

Section Three demonstrates compliance with the requirements of NRS 278.0201 regarding the content of development agreements. The permitted uses of land, density or intensity of land use, maximum height and size of proposed buildings, maximum number of units, phasing or timing of construction, construction operations, conditions, terms, requirements and restrictions for infrastructure and modification of the Agreement are addressed.

Specifically, the Master Developer is proposing to construct up to a maximum of 2,169 dwelling units on the Property, including an option for assisted living units, for a maximum overall density of 8.64 dwelling units per acre. Density within the area of the Property not currently entitled for development (i.e., 231.30 acres) will not exceed 7.49 dwelling units per acre as required by Title 19 prior to adoption of the Unified Development Code. This area does not include the 2.13 acres of PD (Planned Development) zoned property that is not assigned residential density and which will not contain any residential dwellings.

The Property is to be divided into four development areas that are characterized by land use type, zoning, density and unique standards for development. The areas are numbered southwesterly from Alta Drive, but are not necessarily in order of physical development.

*Proposed Development Areas**						
Development Area	***Area (acres)***	***Proposed Land Use***	***Existing General Plan***	***Existing Zoning***	***Max. Dwelling Units***	***Max. Density (du/ac)***
1	17.49	Multi-Family Residential	M	R-3	435	24.87
2	20.69	Multi-Family Residential/Commercial	PR-OS	R-PD7	1669	35.07
3	26.90	Multi-Family Residential/Commercial	PR-OS	R-PD7		
	2.13			PD	0	
4	183.71	Single-Family Residential	PR-OS	R-PD7	65	0.35
TOTAL	**250.92**				**2169**	**8.64**

*Established through this Development Agreement (DIR-70539) and provided here by reference.

Existing R-PD7 and PD Development Areas			
Development Area	***Area (acres)***	***Max. Dwelling Units***	***Max. Density (du/ac)***
2	20.69	1669	33.57
3	29.03		
4	183.71	65	0.35
TOTAL	**233.43**	**1734**	**7.43**

Existing R-PD7 Development Area only			
Development Area	***Area (acres)***	***Max. Dwelling Units***	***Max. Density (du/ac)***
2	20.69	1669	35.07
3	26.90		
4	183.71	65	0.35
TOTAL	**231.30**	**1734**	**7.49**

The R-PD7 classification is as approved through the 1990 Rezoning (Z-0017-90) for Phase 2 of the Peccole Ranch Master Plan.

Development Areas 1 through 3 are proposed to contain multi-family dwellings to be mapped as condominiums after an unspecified period of time. Development Area 1 is to contain a complex of four buildings of four stories each, for which a Site Development Plan Review (SDR-62393) for a maximum of 435 units has been approved. Development Area 2 is to contain four and six-story multi-family residential buildings, as well as two multi-family residential towers of up to 15 stories and 150 feet in height, sited so as to minimize impact on view corridors. Development Area 3 is to contain multi-family residential buildings of no more than four stories in height. As this area is nearest to existing single-family dwellings, Development Area 3 includes a 75-foot “No Building Structures” zone on the perimeter containing only an access road and landscaping and an additional 75-foot “Transition Zone” within which buildings cannot exceed 35 feet above the average finished floor elevation of the existing adjacent residence. All buildings are intended to conform to the residential adjacency requirements of the Unified Development Code. In addition, Development Areas 2 and 3 may contain an unspecified number of assisted living apartments and up to 15,000 square feet of ancillary commercial uses for the benefit of residents. A non-gaming boutique hotel with up to 130 units would also be permitted. The assisted living units would count toward the total number of units within Development Areas 2 and 3, whereas the hotel units would not.

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Development Area 4 occupies approximately 73 percent of the Property, but would be restricted to low density residential and associated uses and only contain up to 65 single-family residential dwellings. Lots of one-half acre minimum will be limited to the area of the Property north of Charleston, corresponding to Section A on the Master Land Use Plan. All other lots in this development area are to consist of at least two acres.

New development within Development Areas 1 through 3 will require a Site Development Plan Review. Site development within Development Area 4 will not require a Site Development Plan Review; however, development is subject to current subdivision regulations and procedures, and dwellings are subject to review by the Master Developer prior to the issuance of permits. Within Development Areas 2 and 3, any Site Development Plan Review will acknowledge that all proposed development will be in conformance with the Design Guidelines (Exhibit C), be generally compatible with adjacent development and satisfy the determinations necessary for approval of a Site Development Plan Review listed in LVMC Title 19.16.100(E).

Minor Modifications of the Design Guidelines, Development Standards and Permitted Uses ("Design Guidelines") in Exhibit C may be submitted to the Department of Planning for administrative review. If the proposed change is deemed to not qualify as a minor change, a Major Modification with a hearing by the Planning Commission and City Council would be necessary. Deviations from the Design Guidelines for specific Development Parcels or lots may be submitted to the Department of Planning for administrative review if minor or to the Planning Commission and/or City Council for public hearing if deemed major.

Phasing of development is indicated by Exhibit D. The actual sequence of construction, including infrastructure installation, is market-driven and not intended to follow any numeric or alphabetical sequence as shown on the exhibit. Portions of the construction are tied to milestones based on approval for construction of a certain number of units (typically measured by permits); however, no development in FEMA designated flood areas may commence, including grading, unless the Master Developer first receives a Conditional Letter of Map Revision from FEMA. Now that the golf course has been closed, the Agreement stipulates that the Master Developer would continue to maintain the Property by rough mowing, watering and/or clear and grub. The Master Developer would use best efforts to continue to water the Property until such time as construction activity commences in a given area.

Landscaping and open space would be constructed incrementally relative to the development phasing. Development of the Property contains an open space component whereby approximately 40 percent of the land (or exactly 100 acres) is to be landscaped and/or amenitized for residents. Most of this space is to be located within Development Area 4, maintained by individual property owners, a homeowner's association, sub-HOA or possibly a combination of these. Similar to phasing of construction of the main north-south

interior drive, public open space improvements within Development Areas 1 through 3 shall be completed prior to approval for construction of the 1,500th residential unit. A stated goal of the Parks Element of the City of Las Vegas 2020 Master Plan is to ensure new subdivisions are developed into walkable communities, where reliance on auto trips for convenience shopping and access to education and recreation is minimized and where densities support transit. Per the 2012 Southern Nevada Regional Planning Coalition Regional Policy Plan, between 2.5 and 10 acres of open space per 1,000 residents is recommended. A minimum of 12.7 acres of landscaping and open space is proposed within Development Areas 1 through 3, including a 2.5-acre private park that may be open to the public from time to time at the discretion of the Master Developer. Pre-UDC Title 19 R-PD standards require a minimum of 28.85 acres (or 12.35 percent) of the R-PD zoned portion of the Property to contain usable open space, which will be satisfied through the terms of the Agreement (12.7 acres in Development Areas 1 through 3 and approximately 87 acres in Development Area 4).

Section Four: Maintenance of the Community

Sidewalks, common landscaped areas, landscaping within street rights-of-way and private drainage facilities are to be managed and maintained by a master homeowner's association, sub-homeowner's association or a combination of these as established by the Master Developer. This section defines the responsibilities of these entities and provides for a plan for maintenance of private amenities. The City would continue to maintain any public facilities dedicated within the Property.

Section Five: Project Infrastructure Improvements

The Master Sanitary Sewer Study shall determine the impact of proposed development on Off-Property sewer pipelines; updates to the sewer study may be required if proposed development substantially deviates from the approved Master Study. Major traffic improvements include the provision of an additional right turn lane on northbound Rampart Boulevard at Summerlin Parkway, an additional lane on the Property's Rampart Boulevard frontage and any traffic signals required by the Master Traffic Study. Drainage improvements are the sole responsibility of the Master Developer and stipulations are made to ensure timely provision of drainage facilities.

Section Six: Default

As is required by NRS 278, the Agreement specifies the events that constitute breach of the agreement and the periods during which any breach of the Agreement may be cured. The City may elect to amend or terminate the Agreement pursuant to state law if a finding of default is made by the City Council. The Master Developer has the right to scrutinize the finding of default and take legal action if necessary.

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Section Seven: General Provisions

This section includes NRS-mandated provisions such as the duration of the Agreement (30 years with an optional five-year extension), the assignment or transfer of the rights in this Agreement to another party, indemnity of the City in cases of damages incurred by the Master Developer and recordation of the Agreement. There is no third party to this Agreement in the cases of land sales to other entities.

Section Eight: Review of Development

NRS Chapter 278.0205 requires that Development Agreements be subject to review by the City of Las Vegas at least once every two years to assess the progress of the parties in fulfilling their obligations. The Master Developer will provide a report to the City of term compliance within each two-year period. Such review is typically brought forward to the City Council in a public hearing.

Development Agreement Exhibits Summary

Exhibit A: Property Legal Description

As required by NRS 278.0201, a signed and stamped legal description of the Property referenced by the Agreement is included. The area includes 250.92 acres and encompasses the entire former Badlands Golf Course.

Exhibit B: Development Areas

This exhibit divides the Property into four distinct Development Areas as described in Section 3. The zoning classification of each area is stated, as well as the number of acres in each area and section. Development Area 4 is further subdivided into seven sections (A-G) that are not intended to be subdivided or built out in any particular order. Development Area 1 as proposed is in conformance with the General Plan. Development Areas 2, 3 and 4 as proposed are in conformance with the allowable density under the R-PD zoning district.

Exhibit C: The Two Fifty Design Guidelines, Development Standards and Permitted Uses

In order to ensure orderly and consistent development and provide flexibility to fulfill the Master Developer's vision for redevelopment of the Property, the Master Developer has proposed a unique set of standards, procedures and permitted uses as part of the Development Agreement. The document allows the Master Developer to deviate from

standards established by LVMC Title 19 where it deems necessary to effect imaginative and flexible design of buildings and open spaces. Per Title 19.06.040 (adopted March 1997 and as amended prior to March 24, 2011), standards within the R-PD7 zoned areas of the Property may be proposed in conjunction with a Rezoning or Site Development Plan. In this case, the Master Developer proposes standards within the framework of the Agreement and the Design Guidelines. Generally, the standards within Development Areas 2 and 3 are similar to those in the R-4 (High Density Residential) and C-1 (Limited Commercial) zoning districts, while those within Development Area 4 are similar to standards in the R-E (Residence Estates) zoning district. In Development Area 4, all standards for single-family home development are addressed in the Design Guidelines, except for the exterior elevations of the individual custom homes, which will be reviewed by the Master Developer.

The tables below indicate where the proposed standards meet, exceed or are less restrictive than Title 19.

R-3 Lot Standards (Development Area 1)			
Standard	***Required per UDC***	***Proposed per DA***	***Compliance per UDC***
Min. Lot Size	6,500 sf	7,000 sf	exceeds
Min. Lot Width	N/A	N/A	meets
Max. Lot Coverage	N/A	N/A	meets
Dwelling Units per Acre	13-50, but not to exceed General Plan designation	Max. 24.87 du/ac	meets
Min. Setbacks:			
Front	10 feet	10 feet	meets
Side	5 feet	5 feet	meets
Corner Side	5 feet	5 feet	meets
Rear	20 feet	10 feet	less restrictive
Min. Distance Between Buildings	10 feet	0 feet	less restrictive
Accessory Structures:			
Separation from Main Building	6 feet	6 feet	meets
Min. Corner Side Yard Setback	5 feet	5 feet	meets
Min. Side Yard Setback	3 feet	3 feet	meets
Min. Rear Yard Setback	3 feet	3 feet	meets
Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit	No limitations	less restrictive
Max. Building Height:			
Stories	Max. 5	4	more restrictive
Floors	N/A	See “Stories”	N/A
Height (Flat Roof)	55 feet to the top of the roof coping	55 feet to the top of the roof coping	meets

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R-3 Lot Standards (Development Area 1)			
Standard	***Required per UDC***	***Proposed per DA***	***Compliance per UDC***
Max. Building Height:			
Height (Pitched Roof)	55 feet to the midpoint between eaves and ridgeline	55 feet to the midpoint between eaves and ridgeline	meets
Accessory Buildings	2 stories, 35 feet or the height of the principal dwelling unit, whichever is less	No taller than the height of the principal dwelling unit	less restrictive
Landscape Buffers:			
Min. Buffer Depth			
Adjacent to public ROW	10 feet	10 feet within and/or adjacent to ROW	less restrictive
Interior Lot Lines	6 feet	Zero feet	less restrictive
Turf Coverage—front yard	30% of landscapable area	No limitations	less restrictive
Parking:			
1 BR or Studio Units	1.25 spaces per unit	1.25 spaces per unit	meets
2 BR Units	1.75 spaces per unit	1.75 spaces per unit	meets
3+ BR Units	2.00 spaces per unit	2.00 spaces per unit	meets
Guest Parking	1 space per 6 units	1 space per 6 units	meets

Fences and Walls:			
Front Yard:			
Max. Primary Wall Height	5 feet	12 feet	less restrictive
Max. Solid Wall Base Height	2 feet	N/A	less restrictive
Max. On-Center Distance Between Pilasters	24 feet	N/A	less restrictive
Max. Secondary Wall Height	2 feet	N/A	less restrictive
Min. Spacing Between Walls	5 feet	N/A	less restrictive
Perimeter/Retaining Walls:			
Max. Wall Height	10 feet for slopes ≤ 2% 12 feet for slopes > 2%	12 feet	meets
Max. Perimeter Wall Height	6-8 feet for slopes ≤ 2% 6-8 feet for slopes > 2%	12 feet	less restrictive
Max. Retaining Wall Height	4 feet for slopes ≤ 2% 6 feet for slopes > 2%	8 feet	less restrictive
Stepped Perimeter Walls:			
Max. Primary Wall Height	6-8 feet	No restrictions	less restrictive
Max. Secondary Wall Height	4 feet	No restrictions	less restrictive
Min. Spacing Between Walls	5 feet	No restrictions	less restrictive

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Signage:			
Development Entry Statement Signs	2 signs at each entry No max. size 5-foot setback from PL Direct white light or internal illumination only	2 signs at each entry No max. size 5-foot setback from PL Direct white light or internal illumination only	meets
Other Residential Sign Types	Per UDC Title 19.06 R-3 District Standards	Per UDC Title 19.06 R-3 District Standards	meets

R-PD Lot Standards – Multi-Family and Commercial (Development Areas 2-3)			
Standard	***Required per UDC***	***Proposed per DA***	***Compliance per UDC***
Min. Lot Size	Determined by SDR	N/A	N/A
Min. Lot Width	Determined by SDR	N/A	N/A
Max. Lot Coverage	Determined by SDR	N/A	N/A
Dwelling Units per Acre	N/A	Max. 33.87 du/ac (overall R-PD density is 7.49 du/ac)	N/A

R-PD Lot Standards – Multi-Family and Commercial (Development Areas 2-3)			
Min. Setbacks:			
Front	Determined by SDR	10 feet	meets R-3
Side	Determined by SDR	5 feet	meets R-3
Corner Side	Determined by SDR	5 feet	meets R-3
Rear	Determined by SDR	10 feet	N/A
Min. Distance Between Buildings	Determined by SDR	0 feet	N/A
Accessory Structures:			
Separation from Main Building	Determined by SDR	6 feet	meets R-3
Min. Corner Side Yard Setback	Determined by SDR	5 feet	meets R-3
Min. Side Yard Setback	Determined by SDR	3 feet	meets R-3
Min. Rear Yard Setback	Determined by SDR	3 feet	meets R-3
Size and Coverage	Determined by SDR	No limitations	N/A
Max. Building Height:			
Stories	Determined by SDR	4-6 – midrise (DA 2) 15 – towers (DA 2) 4 (DA 3)	N/A
Floors	Determined by SDR	See “Stories”	N/A
Height (Flat Roof)	Determined by SDR	55 feet to the top of the roof coping (DA 3)	meets R-4
		55 feet to the top of the roof coping (DA 2, 4-story buildings)	meets
		75 feet to the top of the roof coping (DA 2, 6-story buildings)	less restrictive

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R-PD Lot Standards – Multi-Family and Commercial (Development Areas 2-3)			
Max. Building Height:			
		150 feet to the top of the roof coping (DA 2, towers)	less restrictive
Height (Pitched Roof)	Determined by SDR	55 feet to the midpoint between eaves and ridgeline (DA 3)	meets R-4
		55 feet to the midpoint between eaves and ridgeline (DA 2, 4-story buildings)	meets R-4
		75 feet to the midpoint between eaves and ridgeline (DA 2, 6-story buildings)	N/A
		150 feet to the midpoint between eaves and ridgeline (DA 2, towers)	N/A
Accessory Buildings	Determined by SDR	No taller than the height of the principal dwelling unit	N/A
Transition Zone – Building Height (Development Area 3 only)	N/A	Buildings within the area 75 feet inward from the No Building Structure Zone shall not exceed the height of the tallest existing adjacent residence located outside the Property	N/A
Patio Covers:			
Setback to Post	Determined by SDR	Not stated	per UDC
Overhang	Determined by SDR		
Other Restrictions	May not extend into front yard setback		
Residential Adjacency:			
Building Height/Setback per Proximity Slope	3 feet of setback for each 1 foot of building height above 15 feet	3 feet of setback for each 1 foot of building height above 15 feet	meets
Building Setback	Must at a minimum match the established setback of the protected property	60 feet from existing SFD (R-PD7 or less density)	exceeds
		50 feet from existing SFD (greater than 7.49 du/ac)	exceeds
		10 feet from existing commercial property	meets except rear setback
No Building Structures Zone (Development Area 3 only)	N/A	75 feet from the PL of any existing single family lot located outside the Property; no buildings permitted in this area	N/A

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R-PD Lot Standards – Multi-Family and Commercial (Development Areas 2-3)			
Landscape Buffers:			
Min. Buffer Depth			
Adjacent to public ROW	10 feet	10 feet within and/or adjacent to ROW	less restrictive
Interior Lot Lines	6 feet	Zero feet	less restrictive
Turf Coverage	30% of landscapable area	No limitations	less restrictive
Parking:			
1 BR or Studio Units	1.25 spaces per unit	1.25 spaces per unit	meets
2 BR Units	1.75 spaces per unit	1.75 spaces per unit	meets
3+ BR Units	2.00 spaces per unit	2.00 spaces per unit	meets
Guest Parking	1 space per 6 units	1 space per 6 units	meets
Fences and Walls:			
Front Yard:			
Max. Primary Wall Height	5 feet	12 feet	less restrictive
Max. Solid Wall Base Height	2 feet	N/A	less restrictive
Max. On-Center Distance Between Pilasters	24 feet	N/A	less restrictive
Max. Secondary Wall Height	2 feet	N/A	less restrictive
Min. Spacing Between Walls	5 feet	N/A	less restrictive
Perimeter/Retaining Walls:			
Max. Wall Height	10 feet for slopes ≤ 2% 12 feet for slopes > 2%	12 feet	meets
Max. Perimeter Wall Height	6-8 feet for slopes ≤ 2% 6-8 feet for slopes > 2%	12 feet	less restrictive
Max. Retaining Wall Height	4 feet for slopes ≤ 2% 6 feet for slopes > 2%	8 feet	less restrictive
Stepped Perimeter Walls:			
Max. Primary Wall Height	6-8 feet	No restrictions	less restrictive
Max. Secondary Wall Height	4 feet	No restrictions	less restrictive
Min. Spacing Between Walls	5 feet	No restrictions	less restrictive
Signage:			
Development Entry Statement Signs	2 signs at each entry No max. size 5-foot setback from PL Direct white light or internal illumination only	2 signs at each entry No max. size 5-foot setback from PL Direct white light or internal illumination only	meets
Other Residential Sign Types	Per UDC Title 19.06	Per UDC Title 19.06 R-4 District Standards	meets

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R-PD Lot Standards – Single Family (Development Area 4)				
Standard	***Required per UDC***	***Custom Lots Proposed per DA***	***Estate Lots Proposed per DA***	***Compliance per UDC***
Min. Lot Size	Determined by SDR	0.5 acre	2 acres	meets R-E
Min. Lot Width	Determined by SDR	100 feet	100 feet	meets R-E
Max. Lot Coverage	Determined by SDR	N/A	Subject to max. buildable area	N/A
Max. Buildable Area	N/A	N/A	45% - 2 to 2.24 acre lot	N/A
Lots ≥ 2 acre in size		N/A	40% - 2.25 to 4.99 acre lot	N/A
		N/A	33% - ≥ 5 acre lot	N/A
Dwelling Units per Acre	N/A	Max. 0.35 du/ac	N/A	N/A
Min. Setbacks:				
Front (public street)	Determined by SDR	50 feet	meets R-E	meets R-E
Front (private street or access easement)	Determined by SDR	30 feet	meets R-E	meets R-E
Side	Determined by SDR	10 feet	meets R-E	meets R-E
Corner Side	Determined by SDR	15 feet	meets R-E	meets R-E
Rear	Determined by SDR	35 feet	meets R-E	meets R-E
Lots ≥ 2 acre in size	N/A	Must meet buildable area restrictions	N/A	N/A
Accessory Structures:				
Separation from Main Building	Determined by SDR	6 feet	No separation required	custom meets R-E
Min. Corner Side Yard Setback	Determined by SDR	5 feet	N/A	less restrictive
Min. Side Yard Setback	Determined by SDR	5 feet	N/A	less restrictive
Min. Rear Yard Setback	Determined by SDR	5 feet	N/A	less restrictive
Size and Coverage	Determined by SDR	No limitations	N/A	less restrictive
Max. Building Height:				
Stories (above grade)	Determined by SDR	3 max	N/A	N/A
Floors	Determined by SDR	See Stories	N/A	N/A
Flat Roof	Determined by SDR	50 feet to the top of the roof coping	N/A	N/A
Pitched Roof	Determined by SDR	50 feet to the midpoint between eaves and ridgeline	N/A	N/A
Accessory Structures	Determined by SDR	Lesser of 3 stories or 50 feet	N/A	N/A
Patio Covers:				
Setback to Supports	Determined by SDR	Not stated	Not stated	per UDC
Overhang	Determined by SDR			
Other Restrictions	May not extend into front yard setback			

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R-PD Lot Standards – Single Family (Development Area 4)				
Residential Adjacency:				
Building Height/Setback per Proximity Slope	N/A	N/A	N/A	N/A
Building Setback	N/A	N/A	50 feet from existing SFD (R-PD7 or less density); 45 feet for lots between 2.0-2.5 ac	exceeds
		N/A	50 feet from existing SFD (greater than 7.49 du/ac)	exceeds
Residential Adjacency:				
		N/A	10 feet from existing commercial property	exceeds
Landscape Buffers:				
Min. Buffer Depth				
Adjacent to public ROW	6 feet	6 feet within and/or adjacent to ROW	6 feet within and/or adjacent to ROW	meets R-E
Interior Lot Lines	0 feet	0 feet	0 feet	meets R-E
Turf Coverage	0% of front yard area	No limitations	No limitations	less restrictive
Parking:				
Single-Family Detached units	2 unimpeded spaces per unit	2 spaces per unit	2 spaces per unit	meets
Accessory Structure (Class I)	1 additional space beyond base requirements	Not addressed	Not stated	per UDC
Fences and Walls:				
Front Yard:				
Max. Primary Wall Height	5 feet	12 feet	12 feet	less restrictive
Max. Solid Wall Base Height	2 feet	8 feet	8 feet	less restrictive
Max. On-Center Distance Between Pilasters	24 feet	N/A	N/A	N/A
Max. Secondary Wall Height	2 feet	N/A	N/A	N/A
Min. Spacing Between Walls	5 feet	N/A	N/A	N/A

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R-PD Lot Standards – Single Family (Development Area 4)				
Fences and Walls:				
Perimeter/Retaining Walls:				
Max. Total Wall Height	10 feet for slopes ≤ 2% 12 feet for slopes > 2%	12 feet	12 feet	meets
Max. Perimeter Wall Height	6-8 feet for slopes ≤ 2% 6-8 feet for slopes > 2%	12 feet	12 feet	less restrictive
Max. Retaining Wall Height	4 feet for slopes ≤ 2% 6 feet for slopes > 2%	8 feet	8 feet	less restrictive
Stepped Perimeter Walls:				
Max. Primary Wall Height	6-8 feet	no restrictions	no restrictions	less restrictive
Max. Secondary Wall Height	4 feet	no restrictions	no restrictions	less restrictive
Min. Spacing Between Walls	5 feet	no restrictions	no restrictions	less restrictive
Signage:				
Development Entry Statement Signs	2 signs at each entry No max. size 5-foot setback from PL Direct white light or internal illumination only	2 signs at each entry No max. size 5-foot setback from PL Direct white light or internal illumination only	2 signs at each entry No max. size 5-foot setback from PL Direct white light or internal illumination only	meets
Other Residential Sign Types	See UDC Title 19.06	Per UDC Title 19.06.140 for the R-1 District	Per UDC Title 19.06.140 for the R-1 District	meets R-1

As the table above shows, where the proposed standards are less restrictive than Title 19 (primarily setbacks and wall heights), additional controls mitigate any negative impact they might have to adjacent properties and uses. For example, although the proposed height of the towers is nearly three times as tall as the R-3 and R-4 standard, the towers would be situated in such a way that no tower would be adjacent to any single-family residential lot and would be shielded by other mid-rise buildings. Additionally, structures within Development Area 3 would be subject to the No Building Structures and Transition Zones as well as Title 19 Residential Adjacency Standards. Likewise, lots would be configured along the perimeter so that property line walls will be adequately buffered by access roads and landscaping. Within Development Area 4, buildable area restrictions would ensure lots are not overbuilt and sufficient open space is provided. Within this context, the larger size of the estate lots justifies the increased building height standard.

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Where the proposed standards are silent, such as standards for patio covers or parking for commercial development, the Unified Development Code as provided in Exhibit E applies. A note to this effect accompanies the Design Guidelines, Development Standards and Permitted Uses table provided in Exhibit C-II.

Permitted uses are named according to the terms used by the Unified Development Code, except those called out in the Permitted Uses table in Exhibit C-II of the Design Guidelines, Development Standards and Permitted Uses. Definitions of these uses are assumed to correspond to those used in LVMC 19.18.020, except as noted. All permitted uses in the R-3 and R-E zoning districts not listed in Exhibit B are permitted in Development Areas 1 and 4, respectively, according to the UDC. No additional uses beyond those listed in Exhibit C-II are permitted in Development Areas 2 and 3. Additional uses listed in Exhibit C-II not in LVMC 19.12.010 include the following:

- Guard Gate Entry Structure (not considered a use of land in UDC)
- Landscape Maintenance Facility
- Temporary Rock Crushing Operation
- Temporary Stockpiling Operation
- Water Feature (not considered a use of land in UDC)

Permitted uses: Deviations from LVMC Title 19.12					
Use	***UDC***		***Proposed per DA***		
	R-3	***R-PD****	***R-3***	***DA 2,3***	***DA 4***
Accessory Structure (Class I)	Not allowed	SUP required	Not allowed	Permitted	Permitted
Accessory Structure (Class II)	Conditional	Conditional	Not allowed	Permitted	Permitted
Mixed Use	SUP required	Not allowed	Permitted	Permitted	Not allowed
Restaurant with Alcohol (boutique hotel only)	Not allowed	Not allowed	Not allowed	Permitted	Not allowed
Lounge bar (boutique hotel only)	Not allowed	Not allowed	Not allowed	Permitted	Not allowed
Restaurant with Service Bar	Not allowed	Not allowed	Not allowed	Permitted	Not allowed
Beer/Wine/Cooler On-sale Establishment	Not allowed	Not allowed	Not allowed	Permitted	Not allowed

*Per LVMC Title 19, single-family and multi-family uses in the R-PD District are permitted to the extent that they are determined by the Director of Planning to be consistent with the density approved for the district and compatible with surrounding uses.

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Development Areas 2 and 3 are allowed per the Agreement to have a total of 15,000 square feet of ancillary commercial uses, with no one space exceeding 4,000 square feet. A boutique hotel is also permitted within this area with ancillary alcohol uses. Alcohol Related Uses that would be permitted within Development Areas 2 and 3 include Beer/Wine/Cooler On-Sale Establishment, Restaurant with Service Bar, Restaurant with Alcohol and Lounge Bar as defined by the UDC. Normally, all such uses require either conditional approval or approval of a Special Use Permit prior to licensed operation. However, it has been determined that these uses would be compatible within the planned mixed-use development proposed in Development Areas 2 and 3 and therefore would be permitted in those areas. The only exception would be the ancillary commercial uses, which would require a Special Use Permit for Restaurant with Alcohol and Lounge Bar uses. Within the UDC, these uses are allowed as part of the Mixed Use use rather than as separate categories within the R-PD zoning district. The same applies to the ancillary commercial uses that are planned to serve residents of the multi-family development. The Agreement stipulates that Alcohol Related Uses be permitted adjacent to a private park.

The document also includes cross sections of various private road types and their locations within the Property (Exhibit C-III). The primary north-south street is planned to be 84 feet wide with two lanes in each direction and a median. The primary east-west street would have a maximum width of 59 feet with parallel parking stalls, attached sidewalks and landscaping on both sides. Private, gated streets within Development Area 4 are proposed to be 21 feet wide with no sidewalks, but would have widened turnouts every 800 feet for emergency access and parking. Primary access to the development would be from Hualapai Way, Rampart Boulevard and the southwestern boundary of Development Area 3. The access and circulation provided are adequate to meet the needs of the proposed residential development and would not create traffic conflicts within the Property. The proposed public street improvements as required by the approved Traffic Study will be necessary to handle the projected increase in traffic in the vicinity.

All site or lot development plans will first be reviewed by the Master Developer before review by the City of Las Vegas. Staff finds that the standards, procedures and permitted uses are compatible with the type of development proposed and would not have a negative effect on adjacent properties outside the 250.92 acres.

Exhibit D: Development Phasing

Phasing of construction is to be determined by market conditions and is not intended to be tied to any specific duration of time; however, milestones linked to a set number of residential construction permits have been established to ensure completion of certain components of each Development Area:

- The extension of Clubhouse Drive (also termed "The Two Fifty Drive Extension") is to be completed prior to the approval for construction of the 1,500th residential unit (or group of units that includes such permit).
- A new traffic signal at the Rampart Boulevard entrance to Development Area 1 is to be completed as soon as possible pursuant to updated traffic studies.
- Open space/amenities within Development Areas 1 through 3 are to be constructed incrementally as the multi-family residential units and commercial amenities are constructed. Prior to the approval for construction of the 1,500th residential unit, the 2.5 acres of private park area must be completed.
- Drainage infrastructure, including box culverts and/or drainage channels, access points and landscaping within Development Area 4, is to be completed prior to the approval for construction of the 1,700th residential unit.
- Development of areas currently designated as FEMA flood zones cannot commence until the Master Developer receives a Conditional Letter of Map Revision from FEMA.

Exhibit E: Unified Development Code as of the Effective Date

As permitted by NRS 278.0201, the Master Developer intends to "freeze" the standards and processes contained within LVMC Title 19 (Unified Development Code) in order to maintain consistency of development throughout the life of the Agreement. The version of the UDC in effect at the time of recordation of the Agreement would become the basis for all plan review and procedural activity not explicitly contained within the Agreement itself. This includes all amendments approved prior to the Effective Date of the Agreement that have not been published in the UDC.

FINDINGS (DIR-70539)

The proposed Development Agreement conforms to the requirements of NRS 278 regarding the content of development agreements. The proposed density and intensity of development conforms to the existing zoning district requirements for each specified development area. Through additional development and design controls, the proposed development demonstrates sensitivity to and compatibility with the existing single-family uses on the adjacent parcels. Furthermore, the development as proposed would be consistent with goals, objectives and policies of the Las Vegas 2020 Master Plan that call for walkable communities, access to transit options, access to recreational opportunities and dense urban hubs at the intersection of primary roads. Staff therefore recommends approval of the proposed Development Agreement.

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BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
04/04/90	The City Council approved an amendment to the Peccole Ranch Master Development Plan to make changes related to Phase Two of the Plan and to reduce the overall acreage to 1,569.60 acres. Approximately 212 acres of land in Phase Two was planned for a golf course. The Planning Commission and staff recommended approval. [Peccole Ranch Master Development Plan]
	The City Council approved a Rezoning (Z-0017-90) from N-U (Non-Urban) (under Resolution of Intent to multiple zoning districts) to R-3 (Limited Multiple Residence), R-PD7 (Residential Planned Development – 7 Units per Acre) and C-1 (Limited Commercial) on 996.40 acres on the east side of Hualapai Way, west of Durango Drive, between the south boundary of Angel Park and Sahara Avenue. A condition of approval limited the maximum number of dwelling units for Phase Two of the Peccole Ranch Master Development Plan to 4,247 units. The Planning Commission and staff recommended approval. [Peccole Ranch Phase Two]
12/05/96	A (Parent) Final Map (FM-0008-96) for a 16-lot subdivision (Peccole West) on 570.47 acres at the northeast corner of Charleston Boulevard and Hualapai Way was recorded [Book 77 Page 23 of Plats]. The golf course was located on Lot 5 of this map.
03/30/98	A Final Map [FM-0008-96(1)] to amend portions of Lots 5 and 10 of the Peccole West Subdivision Map on 368.81 acres at the northeast corner of Charleston Boulevard and Hualapai Way was recorded [Book 83 Page 57 of Plats].
05/16/05	A Boundary Line Adjustment (BLA-6449) between 801 South Rampart Boulevard and the Badlands Golf Course was recorded [File 148 Page 62 of Surveys].
06/08/15	A two-lot Parcel Map (PMP-58527) on 10.54 acres on the south side of Alta Drive, approximately 1,590 feet west of Rampart Boulevard was recorded [File 120 Page 44 of Parcel Maps].
06/18/15	A four-lot Parcel Map (PMP-59572) on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard was recorded [File 120 Page 49 of Parcel Maps].
11/30/15	A two-lot Parcel Map (PMP-62257) on 70.52 acres at the southwest corner of Alta Drive and Rampart Boulevard was recorded [File 120 Page 91 of Parcel Maps].
03/15/16	A two-lot Parcel Map (PMP-63468) on 53.03 acres at the southwest corner of Alta Drive and Rampart Boulevard was recorded [File 121 Page 12 of Parcel Maps].

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Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/16/16	The City Council, at the applicant's request, voted to Withdraw Without Prejudice a request for a Major Modification (MOD-63600) of the 1990 Peccole Ranch Master Plan to amend the number of allowable units, to the change the land use designation of parcels comprising the current Badlands Golf Course, to provide standards for redevelopment of such parcels and to reflect the as-built condition of the remaining properties on 1,569.60 acres generally located east of Hualapai Way between Alta Drive. The Planning Commission recommended denial. Staff recommended approval.
	The City Council, at the applicant's request, voted to Withdraw Without Prejudice a request for a General Plan Amendment (GPA-63599) from PR-OS (Parks/Recreation/Open Space) to DR (Desert Rural Density Residential) and H (High Density Residential) on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard. The Planning Commission recommended denial. Staff recommended approval.
	The City Council, at the applicant's request, voted to Withdraw Without Prejudice a request for a Rezoning (ZON-63601) from R-PD7 (Residential Planned Development – 7 Units per Acre) to R-E (Residence Estates) and R-4 (High Density Residential) on 248.79 acres and from PD (Planned Development) to R-4 (High Density Residential) on 2.13 acres at the southwest corner of Alta Drive and Rampart Boulevard. The Planning Commission recommended denial. Staff recommended approval.
	The City Council, at the applicant's request, voted to Withdraw Without Prejudice a proposed Development Agreement (DIR-63602) 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. The Planning Commission recommended denial. Staff recommended approval.
01/24/17	A four-lot Parcel Map (PMP-64285) on 166.99 acres generally located at the southeast corner of Alta Drive and Hualapai Way was recorded. [File 121 Page 100 of Parcel Maps]
02/15/17	The City Council approved a request for a General Plan Amendment (GPA-62387) from PR-OS (Parks/Recreation/Open Space) to M (Medium Density Residential) on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard. The Planning Commission and staff recommended approval. The original request was amended from H (High Density Residential) to M (Medium Density Residential).

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Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/15/17	The City Council approved a request for a Rezoning (ZON-62392) from R-PD7 (Residential Planned Development – 7 Units per Acre) to R-3 (Medium Density Residential) on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard. The Planning Commission and staff recommended approval. The original request was amended from R-4 (High Density Residential) to R-3 (Medium Density Residential).
	The City Council approved a request for a Site Development Plan Review (SDR-62393) for a proposed 435-unit Multi-Family Residential (Condominium) development consisting of four, four-story buildings on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard. The Planning Commission and staff recommended approval. The original request was amended from 720 multi-family residential units to 435 units.
03/15/17	The City Council voted to abey a request for a General Plan Amendment (GPA-68385) 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 to the 04/19/17 City Council meeting. The Planning Commission failed to reach a supermajority recommendation, which is tantamount to denial. Staff recommended approval.
	The City Council voted to abey a request for a Waiver (WVR-68480) 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 to the 04/19/17 City Council meeting. The Planning Commission and staff recommended approval.
	The City Council voted to abey a request for a Site Development Plan Review (SDR-68481) for a proposed 61-lot single family residential development on 34.07 acres at the southeast corner of Alta Drive and Hualapai Way to the 04/19/17 City Council meeting. The Planning Commission and staff recommended approval.
	The City Council voted to abey a request for a Tentative Map (TMP-68482) for a 61-lot single family residential subdivision on 34.07 acres at the southeast corner of Alta Drive and Hualapai Way to the 04/19/17 City Council meeting. The Planning Commission and staff recommended approval.
04/19/17	The City Council voted to abey GPA-68385, WVR-68480, SDR-68481 and TMP-68482 to the 05/17/17 City Council meeting.
05/17/17	The City Council voted to abey GPA-68385, WVR-68480, SDR-68481 and TMP-68482 to the 06/21/17 City Council meeting.

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Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/13/17	The Planning Commission considered a request for a Development Agreement (DIR-70539) 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 (Beers) [PRJ-70542]
06/21/17	The City Council will consider a GPA-68385, WVR-68480, SDR-68481 and TMP-68482 to the 06/21/17 City Council meeting.

Most Recent Change of Ownership	
04/14/05	A deed was recorded for a change in ownership on APN 138-32-202-001.
11/16/15	Deeds were recorded for a change in ownership on APNs 138-31-201-005; 138-31-601-008; 138-31-702-003 and 004; 138-31-801-002 and 003; and 138-32-301-005 and 007.

Related Building Permits/Business Licenses
There are no building permits or business licenses relevant to this request.

Pre-Application Meeting
Multiple meetings were held with the applicant to discuss the proposed development agreement and the timelines and requirements for application submittal.

Neighborhood Meeting	
05/30/17	A voluntary neighborhood meeting was held at the Suncoast Hotel, 9090 Alta Drive in Las Vegas.

Details of Application Request	
Site Area	
Net Acres	250.92

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Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Commercial Recreation/Amusement (Outdoor) – Golf Course	M (Medium Density Residential)	R-3 (Medium Density Residential)
		PR-OS (Parks/Recreation/Open Space)	R-PD7 (Residential Planned Development – 7 Units per Acre)
North	Multi-Family Residential (Condominiums) / Club House	GTC (General Tourist Commercial)	PD (Planned Development)
	Hotel/Casino	SC (Service Commercial)	C-1 (Limited Commercial)
	Office, Medical or Dental		
	Single Family, Detached	ML (Medium Low Density Residential)	R-PD7 (Residential Planned Development – 7 Units per Acre)
		MLA (Medium Low Attached Density Residential)	R-PD10 (Residential Planned Development – 10 Units per Acre)
South	Office, Other Than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
	Single Family, Detached	ML (Medium Low Density Residential)	R-PD7 (Residential Planned Development – 7 Units per Acre)
	Single Family, Attached	M (Medium Density Residential)	R-PD10 (Residential Planned Development – 10 Units per Acre)
	Multi-Family Residential		R-3 (Medium Density Residential)
East	Shopping Center	SC (Service Commercial)	PD (Planned Development)
	Office, Other Than Listed		C-1 (Limited Commercial)
	Mixed Use	GC (General Commercial)	C-2 (General Commercial)

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Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
East	Utility Installation	PF (Public Facilities)	C-V (Civic)
West	Single Family, Attached	M (Medium Density Residential)	R-PD10 (Residential Planned Development – 10 Units per Acre)
	Commercial Recreation/Amusement (Outdoor) – Golf Course	P (Parks/Open Space)	
	Multi-Family Residential	MF2 (Medium Density Multi-family – 21 Units per Acre)	

Master and Neighborhood Plan Areas	***Compliance***
Peccole Ranch	Y
Special Purpose and Overlay Districts	***Compliance***
R-PD (Residential Planned Development) District	Y
PD (Planned Development) District	Y
Other Plans or Special Requirements	***Compliance***
Trails (Pedestrian Path – Rampart Blvd)	Y
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

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Exhibit 78

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

002681

6840

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

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PRJ-70542
05/24/17

Revised 03/28/16

002682

6841

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

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Notary Public, State of Nevada
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PRJ-70542
05/24/17

Revised 03/28/16

002683

6842

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* _____

*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
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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.

PRJ-70542
05/24/17

Revised 03/28/16

002684

6843

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

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Notary Public in and for said County and State

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PRJ-70542
05/24/17

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Revised 03/28/16

002685

6844

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

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 Seventy Acres LLC

Subscribed and sworn before me

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Jennifer Knighton

Notary Public in and for said County and State

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PRJ-70542
05/24/17

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Revised 03/28/16

002686

6845

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

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

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Jennifer Knighton

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PRJ-70542
05/24/17

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Revised 03/28/16

002687

6846

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.

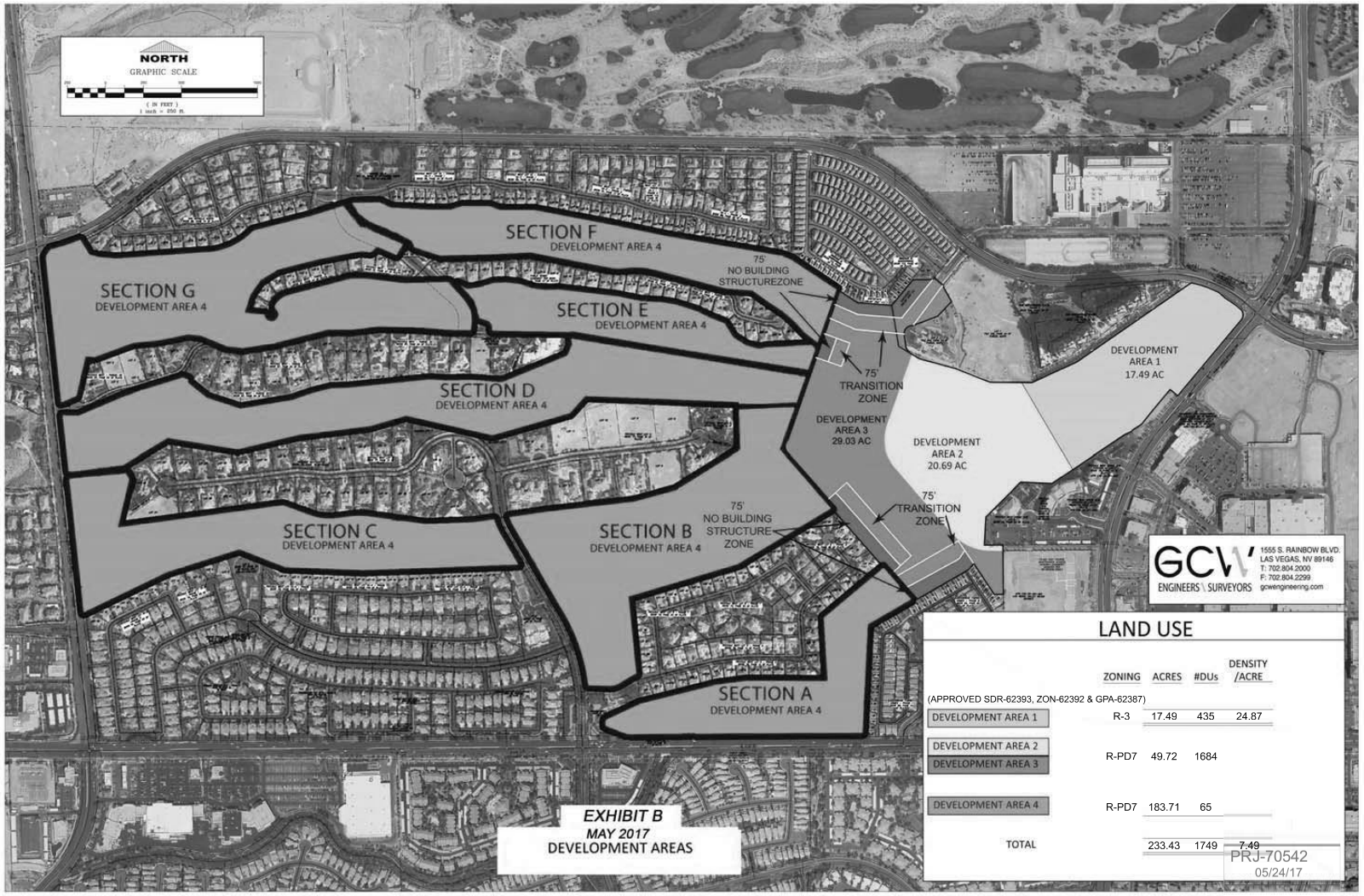
PRJ-70542
05/24/17

DIR-70539

002688

6847

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



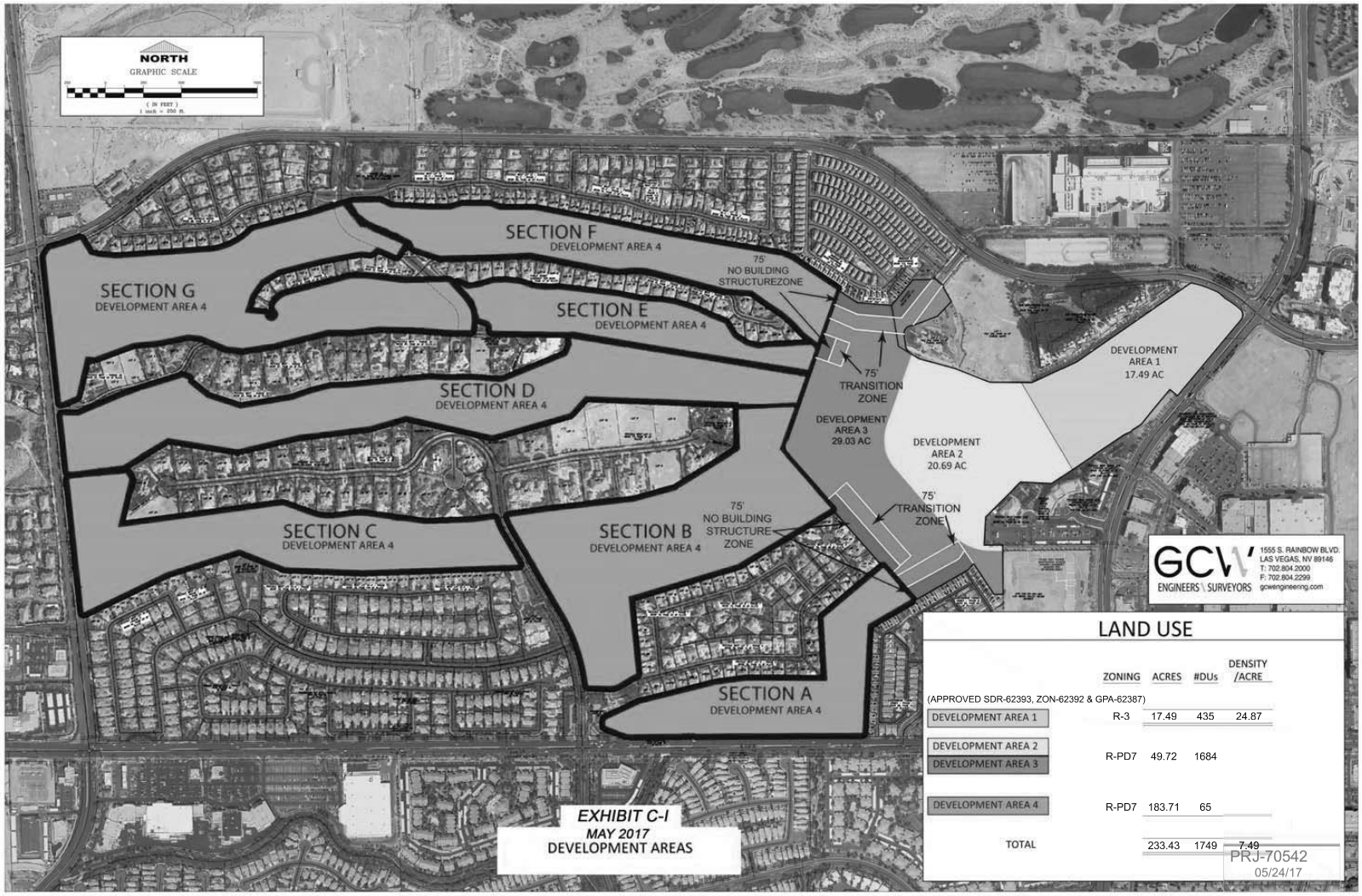
THE BOX CULVERTS AND/OR OPEN CHANNELS WILL BE LOCATED IN DEVELOPMENT AREA SECTIONS A & D

002689

DIR-70539

6848

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



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 DEVELOPMENT AREA 3	R-PD7	49.72	1684	
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

002690

DIR-70539

6849

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

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**
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.

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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**
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.

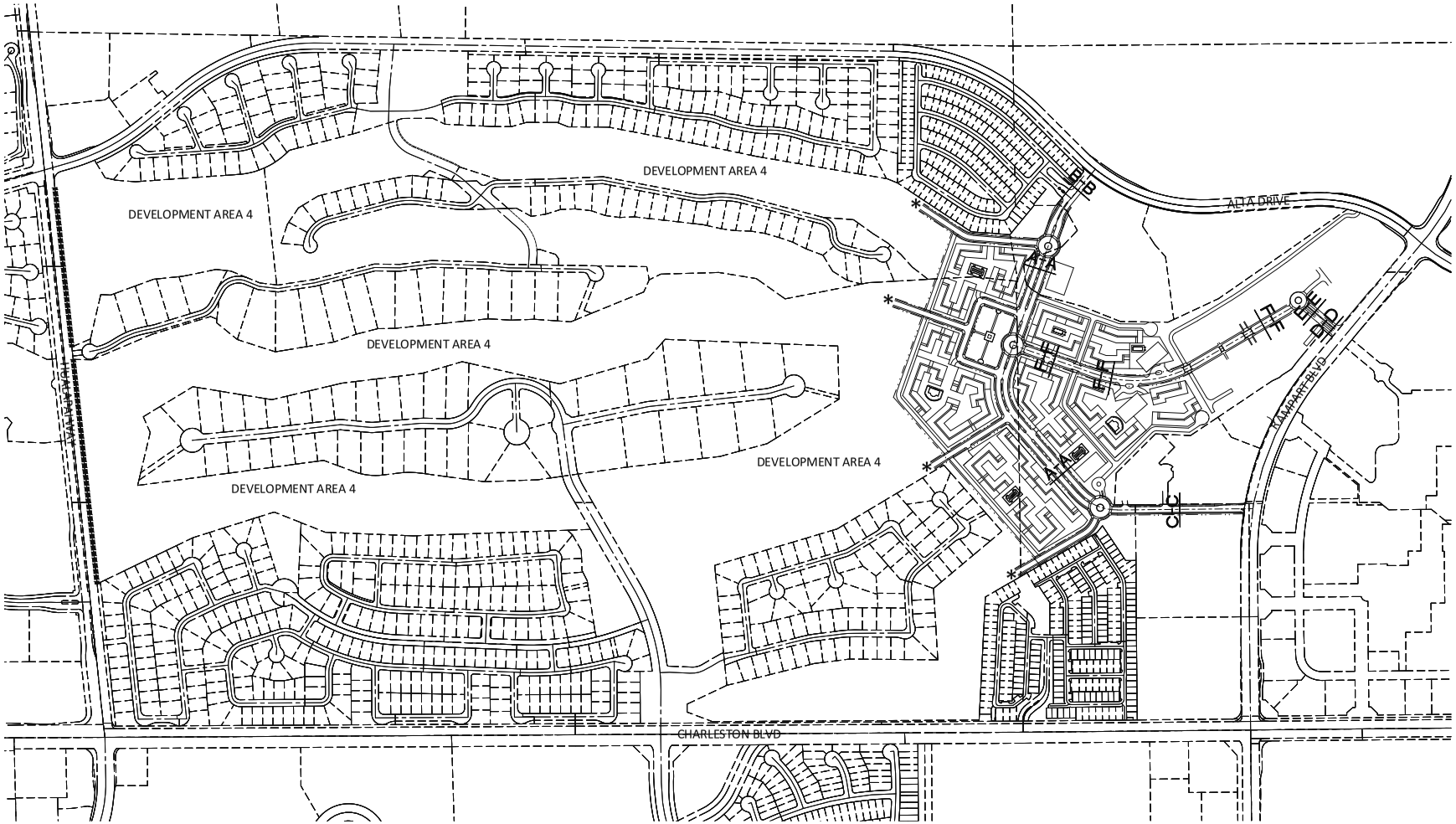
Guard Gate Entry Structure – A structure located over or near ways of ingress and egress designed to identify an entrance or exit point for pedestrian and vehicular access. Includes, but is not limited to, guard houses, guard posts, columns, pilasters or other elements, whether free standing or part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



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

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

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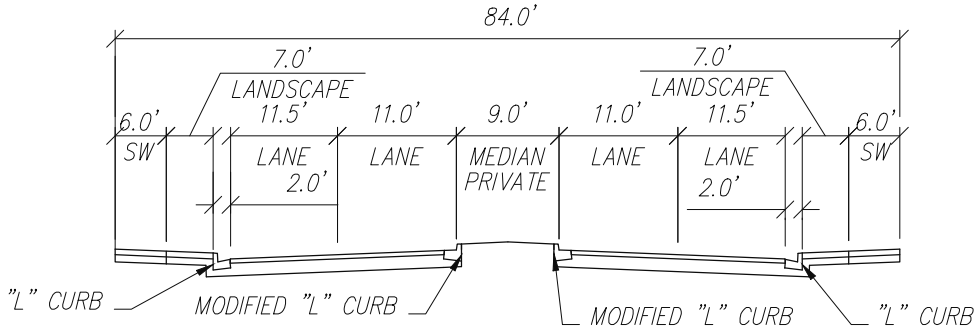
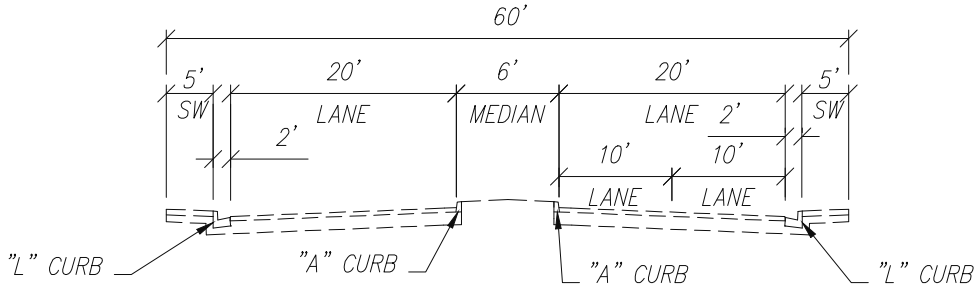


SECTION A–A: THE TWO FIFTY DRIVE EXTENSION

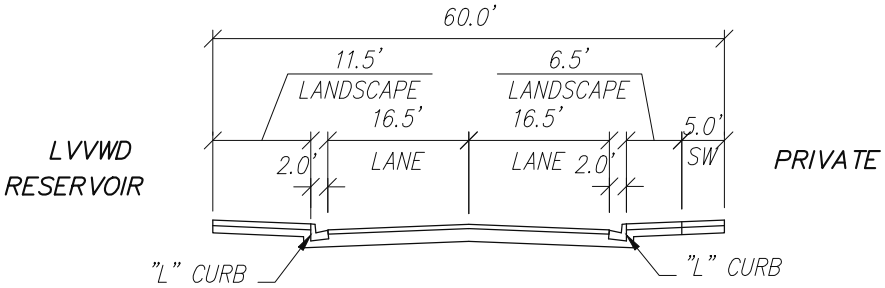
NO SCALE



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

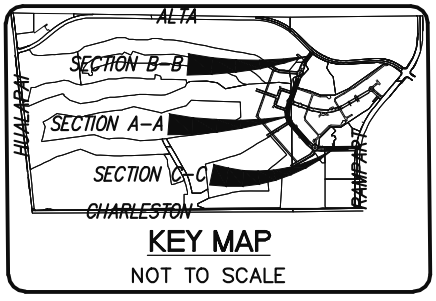


EXHIBIT C-III

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LAS VEGAS, NV 89146
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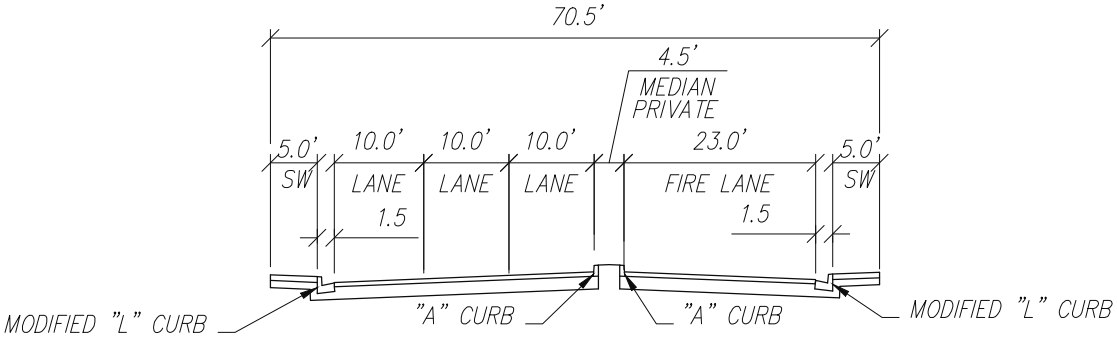
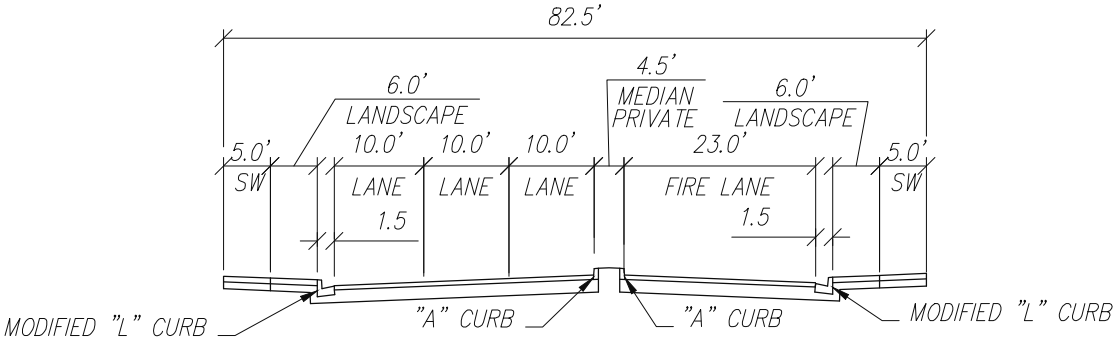
gcwengineering.com



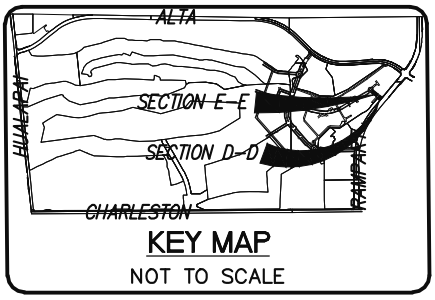
SECTION D–D: RAMPART ENTRANCE

NO SCALE



SECTION E–E: RAMPART ENTRANCE

NO SCALE



KEY MAP

NOT TO SCALE

EXHIBIT C-III

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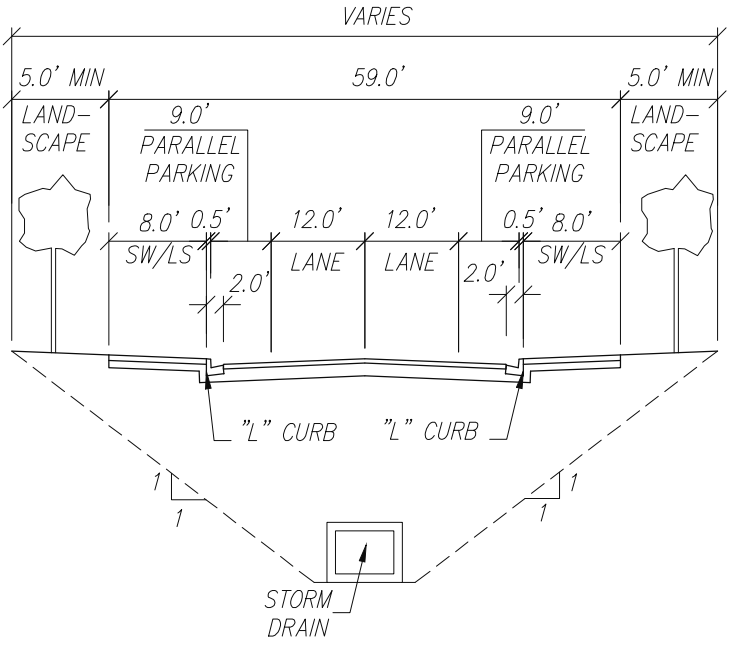
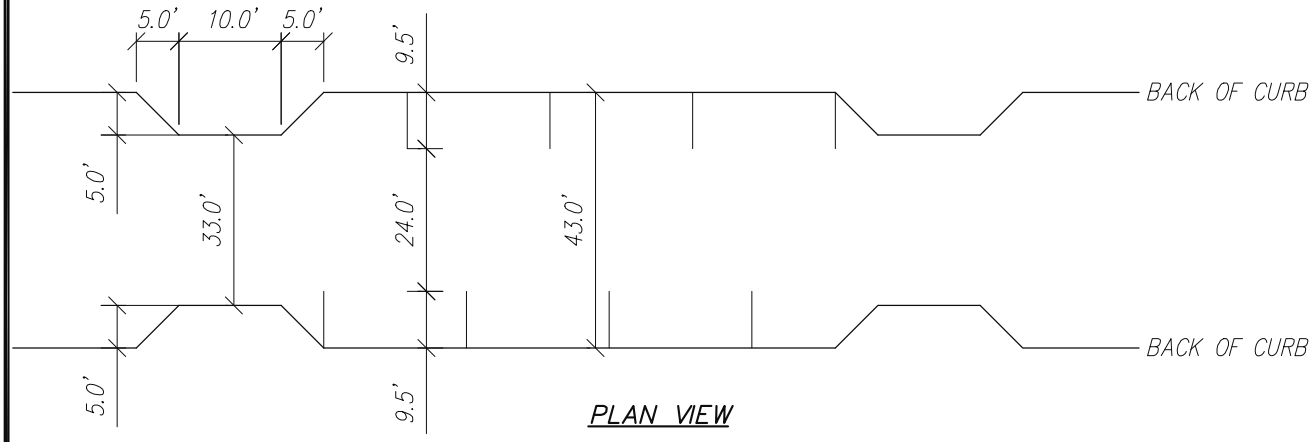


SECTION F–F: INTERIOR CONNECTOR*

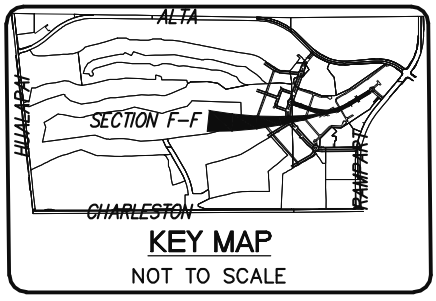
FROM 17.49 ACRE PARCEL TO CLUB HOUSE DRIVE
NO SCALE



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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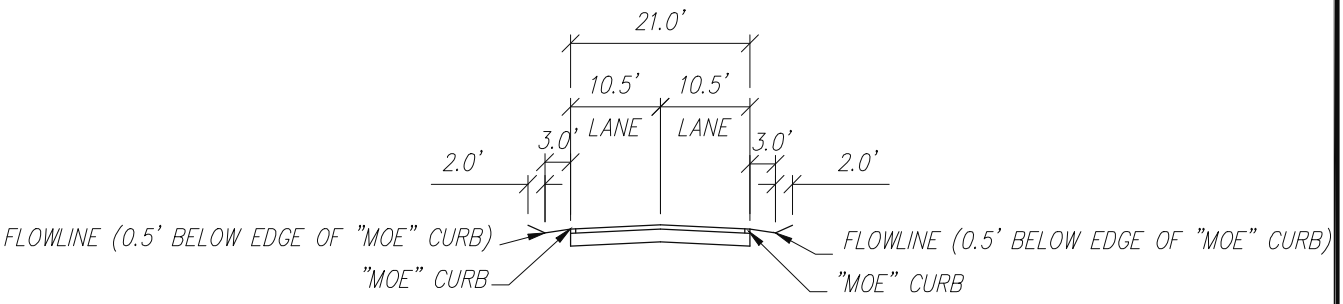
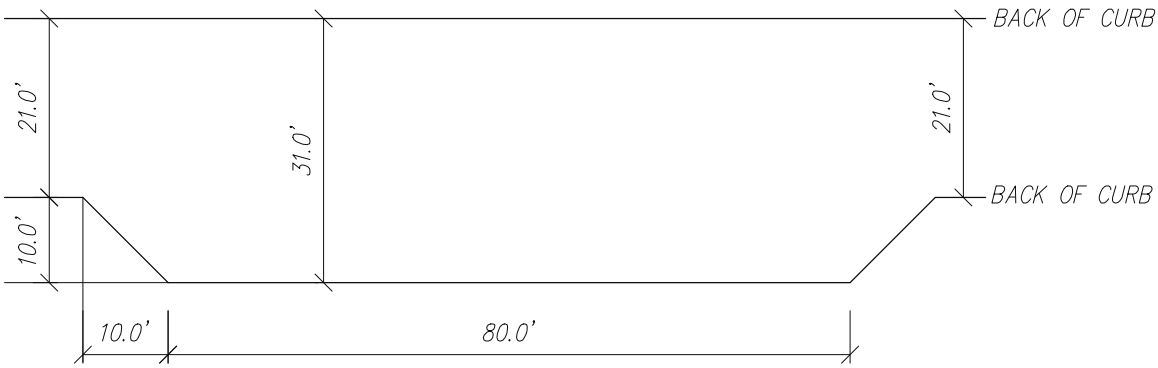


ESTATE LOT DRIVE LANE (DEVELOPMENT AREA 4)
NO SCALE



PLAN VIEW

TYPICAL TURNOUT
(TO BE SPACE AT 800' INTERVAL)
NO SCALE

EXHIBIT C-III

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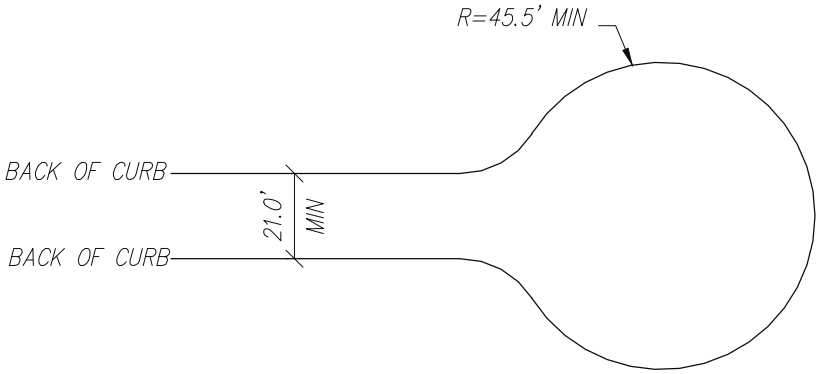
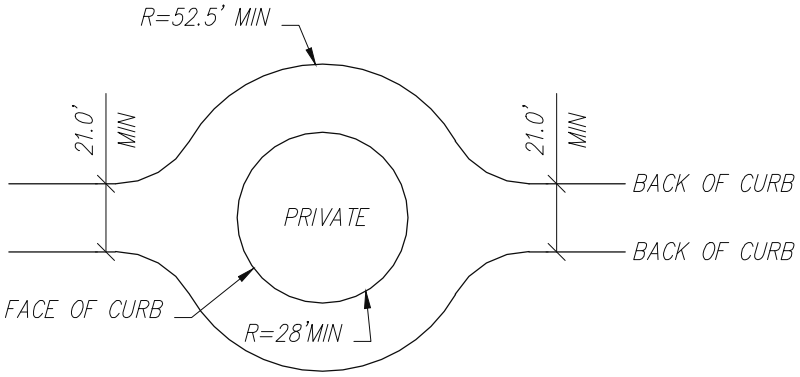


PLAN VIEW

FIRE ACCESS REQUIREMENT
NO SCALE



PLAN VIEW

TYPICAL TRAFFIC CIRCLE
(TO BE SPACE AT 800' INTERVAL)
NO SCALE

EXHIBIT C-III

GCW ENGINEERS & SURVEYORS
1555 S. RAINBOW BLVD.
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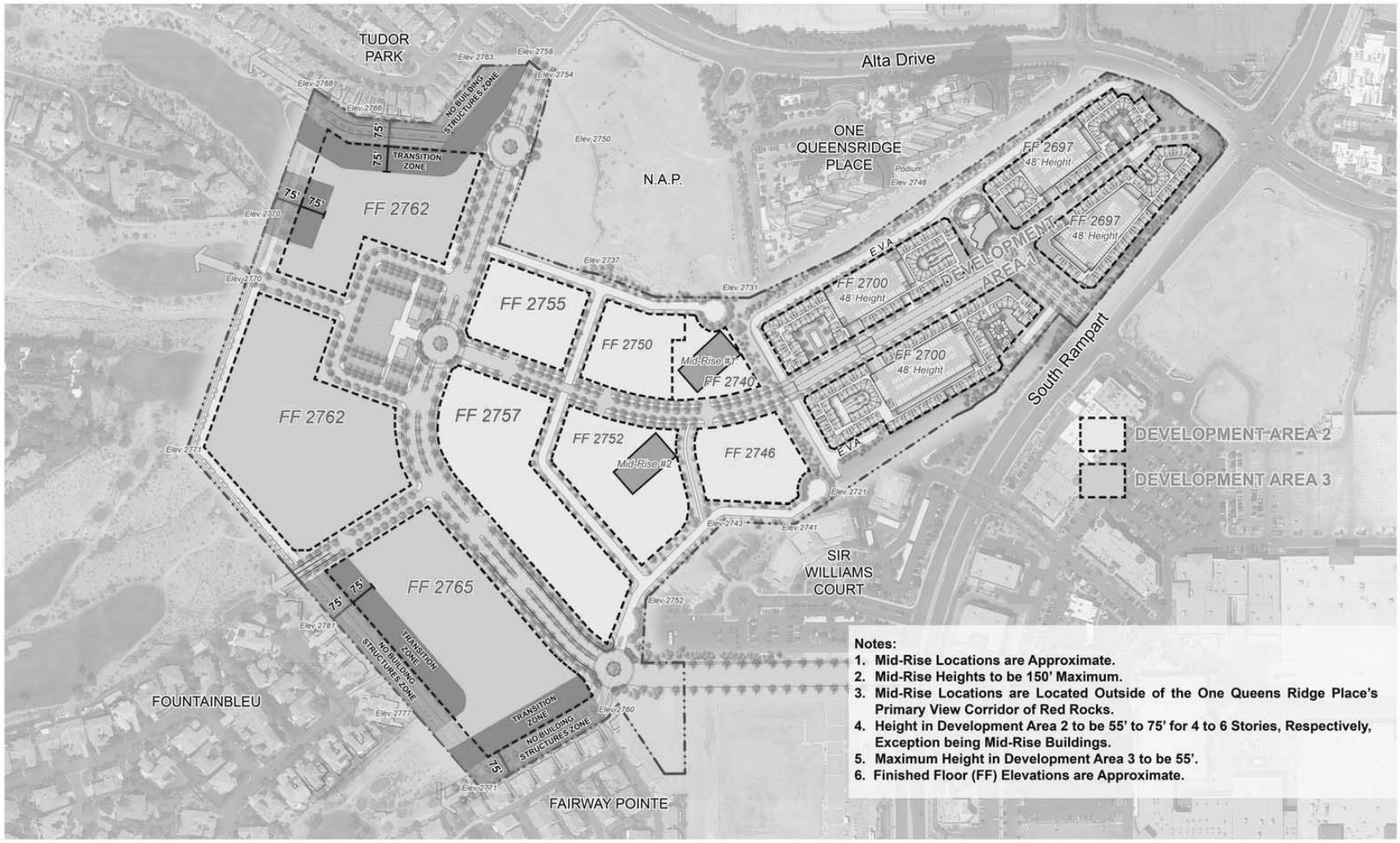

EXHIBIT C - IV

DEVELOPMENT AREAS 2 & 3
CONCEPTUAL PAD PLAN

0 120 240 360

MAY 2017

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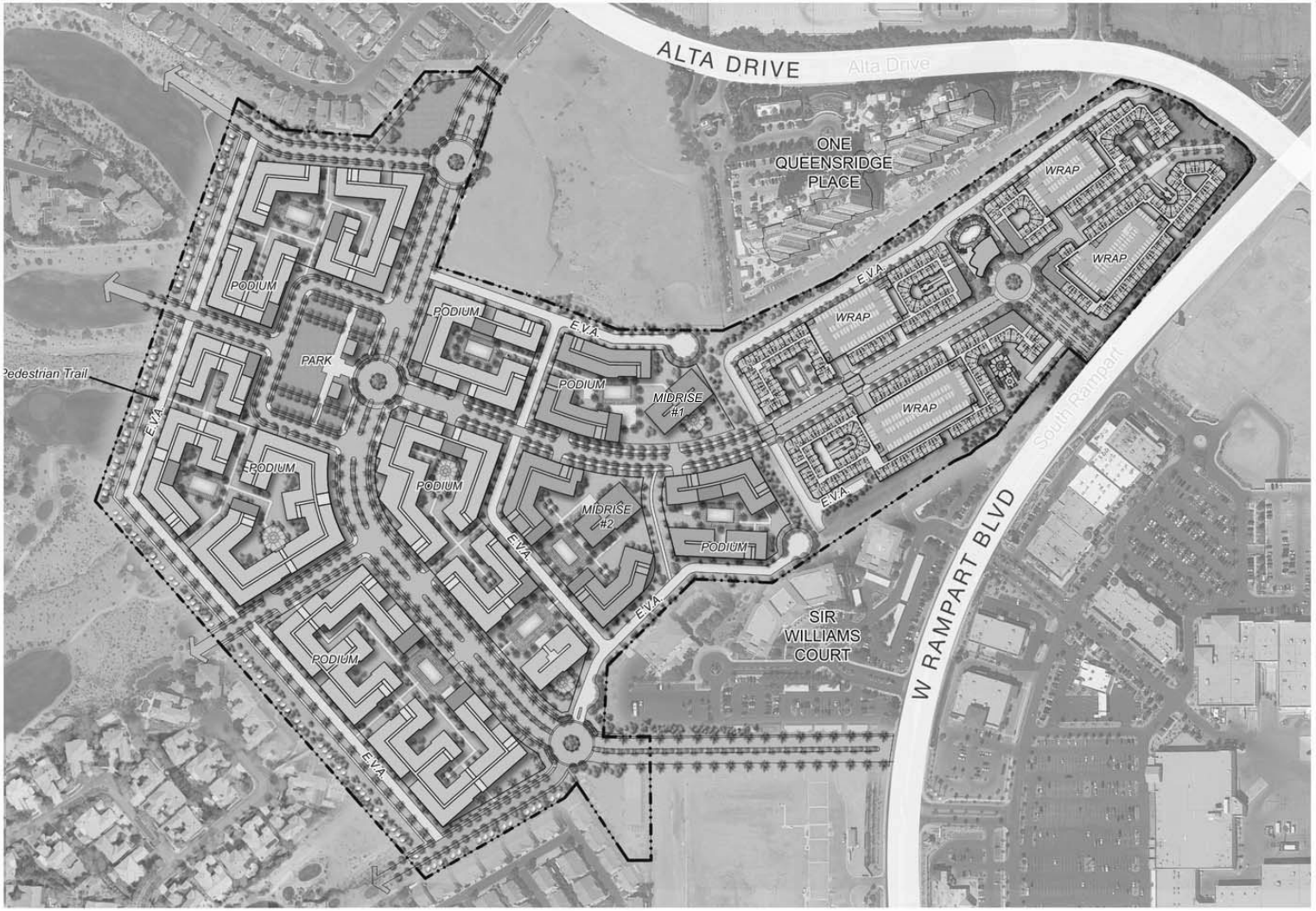

EXHIBIT C - V

DEVELOPMENT AREAS 2 & 3
CONCEPTUAL SITE PLAN

PRJ-70542
05/24/17

MAY 2017

DIR-70539

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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

002706

6866

Exhibit 81

DEVELOPMENT AGREEMENT

FOR

THE TWO FIFTY

PRJ-70542
05/24/17

DIR-70539

002707

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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 (800^{th}) 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 (800^{th}) residential unit, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the eight hundredth (800^{th}) 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 (1699^{th}) 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