

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.

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. 84345

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**JOINT APPENDIX,
VOLUME NO. 38**

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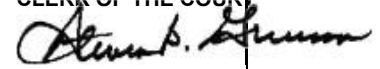
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DISTRICT COURT

CLARK COUNTY, NEVADA

180 LAND CO., LLC, a Nevada limited liability
company, FORE STARS, LTD., DOE INDIVIDUALS,
ROE CORPORATIONS I through X, and ROE
LIMITED LIABILITY COMPANIES I through X,

Plaintiffs,

vs.

CITY OF LAS VEGAS, political subdivision of the
State of Nevada, ROE government entities I
through X, ROE CORPORATIONS I through X,
ROE INDIVIDUALS I through X, ROE LIMITED
LIABILITY COMPANIES I through X, ROE
quasi-governmental entities I through X,

Defendants.

CASE NO.: A-17-758528-J
DEPT. NO.: XVI

**APPENDIX OF EXHIBITS IN
SUPPORT OF PLAINTIFF
LANDOWNERS' MOTION TO
DETERMINE TAKE AND FOR
SUMMARY JUDGMENT ON
THE FIRST, THIRD AND
FOURTH CLAIMS FOR RELIEF**

VOLUME 8

Plaintiff Landowners hereby submit this Appendix of Exhibits in Support of Their
Motion to Determine Take and for Summary Judgment on the First, Third and Fourth Claims for
Relief.

Exhibit No.	Description	Vol. No.	Bates No.
1	Findings of Fact and Conclusions of Law Regarding Plaintiff Landowners' Motion to Determine "Property Interest"	1	000001-000005
2	Map 1 of 250 Acre Land	1	000006

3	Map 2 of 250 Acre Land	1	000007
4	Notice of Related Cases	1	000008-000012
5	April 15, 1981 City Commission Minutes	1	000013-000050
6	December 20, 1984 City of Las Vegas Planning Commission hearing on General Plan Update	1	000051-000151
7	Findings of Fact and Conclusions of Law Regarding Plaintiffs' Motion for New Trial, Motion to Alter or Amend and/or Reconsider the Findings of Fact and Conclusions of Law, Motion to Stay Pending Nevada Supreme Court Directives	2	000152-000164
8	ORDER GRANTING the Landowners' Countermotion to Amend/Supplement the Pleadings; DENYING the Landowners' Countermotion for Judicial Determination of Liability on the Landowners' Inverse Condemnation Claims	2	000165-000188
9	City's Opposition to Motion to Determine "Property Interest"	2	000189-000216
10	City of Las Vegas' Motion for Judgment on the Pleadings on Developer's Inverse Condemnation Claims	2	000217-000230
11	Petition for Writ of Mandamus, or in the Alternative, Writ of Prohibition	2	000231-000282
12	Supreme Court Order Denying Petition for Writ of Mandamus or Prohibition	2	000283-000284
13	Supreme Court Order Denying Rehearing	2	000285-000286
14	Supreme Court Order Denying En Banc Reconsideration	2	000287-000288
15	Motion to Dismiss Complaint for Declaratory and Injunctive Relief and in Inverse Condemnation, <i>Fore Stars, Ltd. Seventy Acres, LLC v. City of Las Vegas, et al.</i> , Case No. A-18-773268-C	2	000289-000308
16	City's Sur Reply Memorandum of Points and Authorities in Support of Motion to Dismiss Complaint for Declaratory and Injunctive Relief and Inverse Condemnation, <i>Fore Stars, Ltd. Seventy Acres, LLC v. City of Las Vegas, et al.</i> , Case No. A-18-773268-C	2	000309-000319

17	City's Proposed Findings of Fact and Conclusion of Law Granting City's Motion to Dismiss Complaint, <i>Fore Stars, Ltd. Seventy Acres, LLC v. City of Las Vegas, et al.</i> , Case No. A-18-773268-C	2	000320-000340
18	Order Denying City of Las Vegas' Motion to Dismiss, <i>Fore Stars, Ltd. Seventy Acres, LLC v. City of Las Vegas, et al.</i> , Case No. A-18-773268-C	2	000341-000350
19	City of Las Vegas' Motion to Dismiss, <i>180 Land Co., LLC v. City of Las Vegas, et al.</i> , Case No. A-18-775804-J	2	000351-000378
20	2.15.19 Minute Order re City's Motion to Dismiss	2	000379
21	Respondents' Answer Brief, Supreme Court Case No. 75481	2	000380-000449
22	Order Granting Plaintiffs' Petition for Judicial Review, <i>Jack B. Binion, et al vs. The City of Las Vegas</i> , Case No. A-17-752344-J	2	000450-000463
23	Supreme Court Order of Reversal	2	000464-000470
24	Supreme Court Order Denying Rehearing	2	000471-000472
25	Supreme Court Order Denying En Banc Reconsideration	2	000473-000475
26	Findings of Fact, Conclusions of Law and Judgment Granting Defendants Fore Stars, Ltd., 180 Land Co LLC, Seventy Acres LLC, EHB Companies LLC, Yohan Lowie, Vickie Dehart and Frank Pankratz's NRCP 12(b)(5) Motion to Dismiss Plaintiffs' Amended Complaint	2	000476-000500
27	Notice of Entry of Findings of Fact, Conclusions of Law, Final Order of Judgment, <i>Robert Peccole, et al v. Peccole Nevada Corporation, et al.</i> , Case No. A-16-739654-C	2	000501-000545
28	Supreme Court Order of Affirmance	2	000546-000550
29	Supreme Court Order Denying Rehearing	2	000551-000553
30	November 1, 2016 Badlands Homeowners Meeting Transcript	2	000554-000562
31	June 13, 2017 Planning Commission Meeting Verbatim Transcript	2	000563-000566
32	Notice of Entry of Findings of Fact and Conclusions of Law Granting City of Las Vegas' Motion for Summary Judgment, <i>180 Land Co. LLC, et al v. City of Las Vegas</i> , Case No. A-18-780184-C	3	000567-000604

33	June 21, 2017 City Council Meeting Combined Verbatim Transcript	3	000605-000732
34	Declaration of Yohan Lowie	3	000733-000739
35	Declaration of Yohan Lowie in Support of Plaintiff Landowners' Motion for New Trial and Amend Related to: Judge Herndon's Findings of Fact and Conclusion of Law Granting City of Las Vegas' Motion for Summary Judgment, Entered on December 30, 2020	3	000740-000741
36	Master Declaration of Covenants, Conditions Restrictions and Easements for Queensridge	3	000742-000894
37	Queensridge Master Planned Community Standards - Section C (Custom Lot Design Guidelines)	3	000895-000896
38	Custom Lots at Queensridge Purchase Agreement, Earnest Money Receipt and Escrow Instructions	3	000897-000907
39	Public Offering Statement for Queensridge North (Custom Lots)	4	000908-000915
40	Deposition of Yohan Lowie, <i>In the Matter of Binion v. Fore Stars</i>	4	000916-000970
41	The City of Las Vegas' Response to Requests for Production of Documents, Set One	4	000971-000987
42	Respondent City of Las Vegas' Answering Brief, <i>Jack B. Binion, et al v. The City of Las Vegas, et al.</i> , Case No. 17-752344-J	4	000988-001018
43	Ordinance No. 5353	4	001019-001100
44	Original Grant, Bargain and Sale Deed	4	001101-001105
45	May 23, 2016 Par 4 Golf Management, Inc.'s letter to Fore Stars, Ltd. re Termination of Lease	4	001106-001107
46	December 1, 2016 Elite Golf Management letter to Mr. Yohan Lowie re: Badlands Golf Club	4	001108
47	October 30, 2018 Deposition of Keith Flatt, <i>Fore Stars, Ltd. v. Allen G. Nel</i> , Case No. A-16-748359-C	4	001109-001159
48	Declaration of Christopher L. Kaempfer	4	001160-001163
49	Clark County Real Property Tax Values	4	001164-001179
50	Clark County Tax Assessor's Property Account Inquiry - Summary Screen	4	001180-001181
51	Assessor's Summary of Taxable Values	5	001182-001183
52	State Board of Equalization Assessor Valuation	5	001184-001189

53	June 21, 2017 City Council Meeting Combined Verbatim Transcript	5	001190-001317
54	August 2, 2017 City Council Meeting Combined Verbatim Transcript	5	001318-001472
55	City Required Concessions signed by Yohan Lowie	5	001473
56	Badlands Development Agreement CLV Comments	5	001474-001521
57	Development Agreement for the Two Fifty, Section Four, Maintenance of the Community	5	001522-001529
58	Development Agreement for the Two Fifty	5	001530-001584
59	The Two Fifty Design Guidelines, Development Standards and Uses	5	001585-001597
60	The Two Fifty Development Agreement's Executive Summary	5	001598
61	Development Agreement for the Forest at Queensridge and Orchestra Village at Queensridge	5	001599-002246
62	Department of Planning Statement of Financial Interest	6	002247-002267
63	December 27, 2016 Justification Letter for General Plan Amendment of Parcel No. 138-31-702-002 from Yohan Lowie to Tom Perrigo	6	002268-002270
64	Department of Planning Statement of Financial Interest	6	002271-002273
65	January 1, 2017 Revised Justification letter for Waiver on 34.07 Acre Portion of Parcel No. 138-31-702-002 to Tom Perrigo from Yohan Lowie	6	002274-002275
66	Department of Planning Statement of Financial Interest	6	002276-002279
67	Department of Planning Statement of Financial Interest	6	002280-002290
68	Site Plan for Site Development Review, Parcel 1 @ the 180, a portion of APN 138-31-702-002	6	002291-002306
69	December 12, 2016 Revised Justification Letter for Tentative Map and Site Development Plan Review on 61 Lot Subdivision to Tom Perrigo from Yohan Lowie	6	002307-002308
70	Custom Lots at Queensridge North Purchase Agreement, Earnest Money Receipt and Escrow Instructions	7	002309-002501

71	Location and Aerial Maps	7	002502-002503
72	City Photos of Southeast Corner of Alta Drive and Hualapai Way	7	002504-002512
73	February 14, 2017 Planning Commission Staff Recommendations	7	002513-002538
74	June 21, 2017 Planning Commission Staff Recommendations	7	002539-002565
75	February 14, 2017 Planning Commission Meeting Verbatim Transcript	7	002566-002645
76	June 21, 2017 Minute re: City Council Meeting	7	002646-002651
77	June 21, 2017 City Council Staff Recommendations	7	002652-002677
78	August 2, 2017 City Council Agenda Summary Page	7	002678-002680
79	Department of Planning Statement of Financial Interest	7	002681-002703
80	Bill No. 2017-22	7	002704-002706
81	Development Agreement for the Two Fifty	7	002707-002755
82	Addendum to the Development Agreement for the Two Fifty	8	002756
83	The Two Fifty Design Guidelines, Development Standards and Permitted Uses	8	002757-002772
84	May 22, 2017 Justification letter for Development Agreement of The Two Fifty, from Yohan Lowie to Tom Perrigo	8	002773-002774
85	Aerial Map of Subject Property	8	002775-002776
86	June 21, 2017 emails between LuAnn D. Holmes and City Clerk Deputies	8	002777-002782
87	Flood Damage Control	8	002783-002809
88	June 28, 2016 Reasons for Access Points off Hualapai Way and Rampart Blvd. letter from Mark Colloton, Architect, to Victor Balanos	8	002810-002815
89	August 24, 2017 Access Denial letter from City of Las Vegas to Vickie Dehart	8	002816
90	19.16.100 Site Development Plan Review	8	002817-002821
91	8.10.17 Application for Walls, Fences, or Retaining Walls	8	002822-002829
92	August 24, 2017 City of Las Vegas Building Permit Fence Denial letter	8	002830

93	June 28, 2017 City of Las Vegas letter to Yohan Lowie Re Abeyance Item - TMP-68482 - Tentative Map - Public Hearing City Council Meeting of June 21, 2017	8	002831-002834
94	Declaration of Vickie Dehart, <i>Jack B. Binion, et al. v. Fore Stars, Ltd.</i> , Case No. A-15-729053-B	8	002835-002837
95	Supreme Court Order of Affirmance, <i>David Johnson, et al. v. McCarran International Airport, et al.</i> , Case No. 53677	8	002838-002845
96	De Facto Taking Case Law From State and Federal Jurisdictions	8	002846-002848
97	Department of Planning Application/Petition Form	8	002849-002986
98	11.30.17 letter to City of Las Vegas Re: 180 Land Co LLC ("Applicant"t - Justification Letter for General Plan Amendment [SUBMITTED UNDER PROTEST] to Assessor's Parcel ("APN(st") 138-31-601-008, 138-31- 702-003, 138-31-702-004 (consisting of 132.92 acres collectively "Property"t - from PR-OS (Park, Recreation and Open Space) to ML (Medium Low Density Residential) as part of applications under PRJ-11990, PRJ-11991, and PRJ-71992	8	002987-002989
99	January 9, 2018 City Council Staff Recommendations	8	002990-003001
100	Item #44 - Staff Report for SDR-72005 [PRJ-71990] - amended condition #6 (renumbered to #7 with added condition)	8	003002
101	January 9, 2018 WVR-72007 Staff Recommendations	8	003003-003027
102	January 9, 2018 WVR-72004, SDR-72005 Staff Recommendations	8	003028-003051
103	January 9, 2018 WVR-72010 Staff Recommendations	8	003052-003074
104	February 21, 2018 City Council Meeting Verbatim Transcript	8	003075-003108
105	May 17, 2018 City of Las Vegas Letter re Abeyance - TMP-72012 [PRJ-71992] - Tentative Map Related to WVR-72010 and SDR-72011	9	003109-003118
106	May 16, 2018 Council Meeting Verbatim Transcript	9	003119-003192
107	Bill No. 2018-5, Ordinance 6617	9	003193-003201

1	108	Bill No. 2018-24, Ordinance 6650	9	003202-003217
2	109	November 7, 2018 City Council Meeting Verbatim Transcript	9	003218-003363
3	110	October 15, 2018 Recommending Committee Meeting Verbatim Transcript	9	003364-003392
4	111	October 15, 2018 Kaempfer Crowell Letter re: Proposed Bill No. 2018-24 (part 1 of 2)	10	003393-003590
5	112	October 15, 2018 Kaempfer Crowell Letter re: Proposed Bill No. 2018-24 (part 2 of 2)	11	003591-003843
6	113	July 17, 2018 Hutchison & Steffen letter re Agenda Item Number 86 to Las Vegas City Attorney	11	003844-003846
7	114	5.16.18 City Council Meeting Verbatim Transcript	11	003847-003867
8	115	5.14.18 Bill No. 2018-5, Councilwoman Fiore Opening Statement	11	003868-003873
9	116	May 14, 2018 Recommending Committee Meeting Verbatim Transcript	11	003874-003913
10	117	August 13, 2018 Meeting Minutes	11	003914-003919
11	118	November 7, 2018 transcript In the Matter of Las Vegas City Council Meeting, Agenda Item 50, Bill No. 2018-24	12	003920-004153
12	119	September 4, 2018 Recommending Committee Meeting Verbatim Transcript	12	004154-004219
13	120	State of Nevada State Board of Equalization Notice of Decision, <i>In the Matter of Fore Star Ltd., et al.</i>	12	004220-004224
14	121	August 29, 2018 Bob Coffin email re Recommend and Vote for Ordinance Bill 2108-24	12	004225
15	122	April 6, 2017 Email between Terry Murphy and Bob Coffin	12	004226-004233
16	123	March 27, 2017 letter from City of Las Vegas to Todd S. Polikoff	12	004234-004235
17	124	February 14, 2017 Planning Commission Meeting Verbatim Transcript	12	004236-004237
18	125	Steve Seroka Campaign letter	12	004238-004243
19	126	Coffin Facebook Posts	12	004244-004245
20	127	September 17, 2018 Coffin text messages	12	004246-004257
21	128	September 26, 2018 email to Steve Seroka re: meeting with Craig Billings	12	004258

129	Letter to Mr. Peter Lowenstein re: City's Justification	12	004259-004261
130	August 30, 2018 email between City Employees	12	004262-004270
131	February 15, 2017 City Council Meeting Verbatim Transcript	12	004271-004398
132	May 14, 2018 Councilman Fiore Opening Statement	12	004399-004404
133	Map of Peccole Ranch Conceptual Master Plan (PRCMP)	12	004405
134	December 30, 2014 letter to Frank Pankratz re: zoning verification	12	004406
135	May 16, 2018 City Council Meeting Verbatim Transcript	13	004407-004480
136	June 21, 2018 Transcription of Recorded Homeowners Association Meeting	13	004481-004554
137	Pictures of recreational use by the public of the Subject Property	13	004555-004559
138	Appellees' Opposition Brief and Cross-Brief, <i>Del Monte Dunes at Monterey, Ltd., et al. v. City of Monterey</i>	13	004560-004575
139	Respondent City of Las Vegas' Answering Brief, <i>Binion, et al. v. City of Las Vegas, et al.</i>	13	004576-004578
140	Grant, Bargain and Sale Deed	13	004579-004583
141	City's Land Use Hierarchy Chart	13	004584
142	August 3, 2017 deposition of Bob Beers, pgs. 31-36 - <i>The Matter of Binion v. Fore Stars</i>	13	004585-004587
143	November 2, 2016 email between Frank A. Schreck and George West III	13	004588
144	January 9, 2018 email between Steven Seroka and Joseph Volmar re: Opioid suit	13	004589-004592
145	May 2, 2018 email between Forrest Richardson and Steven Seroka re Las Vegas Badlands Consulting/Proposal	13	004593-004594
146	November 16, 2017 email between Steven Seroka and Frank Schreck	13	004595-004597
147	June 20, 2017 representation letter to Councilman Bob Coffin from Jimmerson Law Firm	13	004598-004600

148	September 6, 2017, City Council Verbatim Transcript	13	004601-004663
149	December 17, 2015 LVRJ Article, Group that includes rich and famous files suit over condo plans	13	004664-04668
150	Affidavit of Donald Richards with referenced pictures attached	14, 15, 16	004669-004830

DATED this 26th day of March, 2021.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of the Law Offices of Kermitt L. Waters, and that on the 26th day of March, 2021, pursuant to NRCP 5(b) and EDCR 8.05(f), a true and correct copy of the foregoing document(s): **APPENDIX OF EXHIBITS IN SUPPORT OF PLAINTIFF LANDOWNERS' MOTION TO DETERMINE TAKE AND FOR SUMMARY JUDGMENT ON THE FIRST, THIRD AND FOURTH CLAIMS FOR RELIEF - VOLUME 8** was made by electronic means pursuant to EDCR 8.05(a) and 8.05(f), to be electronically served through the Eighth Judicial District Court's electronic filing system, with the date and time of the electronic service substituted for the date and place of deposit in the mail and addressed to each of the following:

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Exhibit 82

**ADDENDUM
TO THE
DEVELOPMENT AGREEMENT
FOR
THE TWO FIFTY**

Recommending Committee - City of Las Vegas

June 19, 2017

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

Upon approval by the City of the 1,500th permitted dwelling unit within the Community, Master Developer shall prepare a traffic impact analysis as an update to the Master Traffic Study to reexamine the intersection of Alta and Clubhouse Drive and include recommendations for any necessary mitigation measures, which may include providing three northbound travel lanes for Clubhouse Drive approaching Alta. Boyd Gaming Corporation, as owner of the Suncoast Hotel & Casino on the north side of Alta at Clubhouse Drive, as well as the City shall be provided copies of the analysis for their review. If either Boyd Gaming or the City does not agree with the recommendations, the traffic impact analysis shall be reviewed and approved by the City Council at a public hearing. Any mitigation measures will be implemented by the Master Developer at its sole expense.

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

Submitted At Meeting
Recommending Committee
Date 7/19/17 Item 8
Staff 002756

Exhibit 83

THE TWO FIFTY

Design Guidelines, Development Standards
and Permitted Uses

May 2017

PRJ-70542
05/24/17

DIR-70539

**002757
6931**

DESIGN GUIDELINES, DEVELOPMENT STANDARDS AND PERMITTED USES

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- III) Street Sections
- IV) Development Areas 2 & 3 Conceptual Pad Plan
- V) Development Areas 2 & 3 Conceptual Site Plan

SECTION ONE

Overview

Overview

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

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

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

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

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

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

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

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

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

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

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

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

This same theme of activating the streets with architecture continues as pedestrians follow the internal street to the west to and through Development Area 2. The residential architecture lines the streets that gradually climb the topography and offer glimpses into internal paseos, courtyards and amenities. Up to six story buildings anchored by two up to 15 story residential mid-rises with a maximum height of 150 feet (40% lower than the One Queensridge Place's approved third tower) will be designed in this area and be generally compatible with One Queensridge Place with stone, glass and stucco materials. These buildings are positioned to generally not materially conflict with the views of surrounding existing residents looking towards The Strip or the predominant portions of the Spring Mountain range. The Conceptual Pad Plan is attached as **Exhibit C-IV**. Many, residences of the proposed mid-rises will feature breathtaking floor to ceiling views to the same surrounding features. Additionally, every opportunity will be made to hide parking in subterranean garages in Development Areas 2 and 3, thus maximizing land area to create more areas for landscaping, amenities, and a more desirable community environment.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO

LOT DEVELOPMENT STANDARDS AND SITE PLANNING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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with existing development outside the Property.

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

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

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

SECTION THREE

DESIGN STRATEGIES AND REQUIREMENTS

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

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

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

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

SECTION FOUR

DESIGN REVIEW AND APPROVAL PROCESS

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

SECTION FIVE

DEFINITIONS

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

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amenities.

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

5.03 Code - Las Vegas Municipal code

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

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

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

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

Exhibit 84



May 22, 2017

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

Justification Letter for Development Agreement of The Two Fifty

Dear Mr. Perrigo,

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

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

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

The plan consists of the following Development Areas:

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

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002773

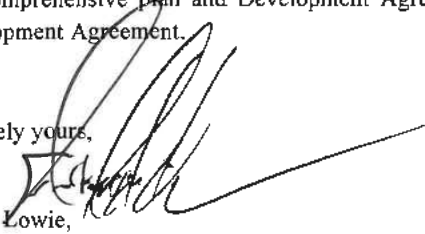
6948

hotel.

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

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

Sincerely yours,


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

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

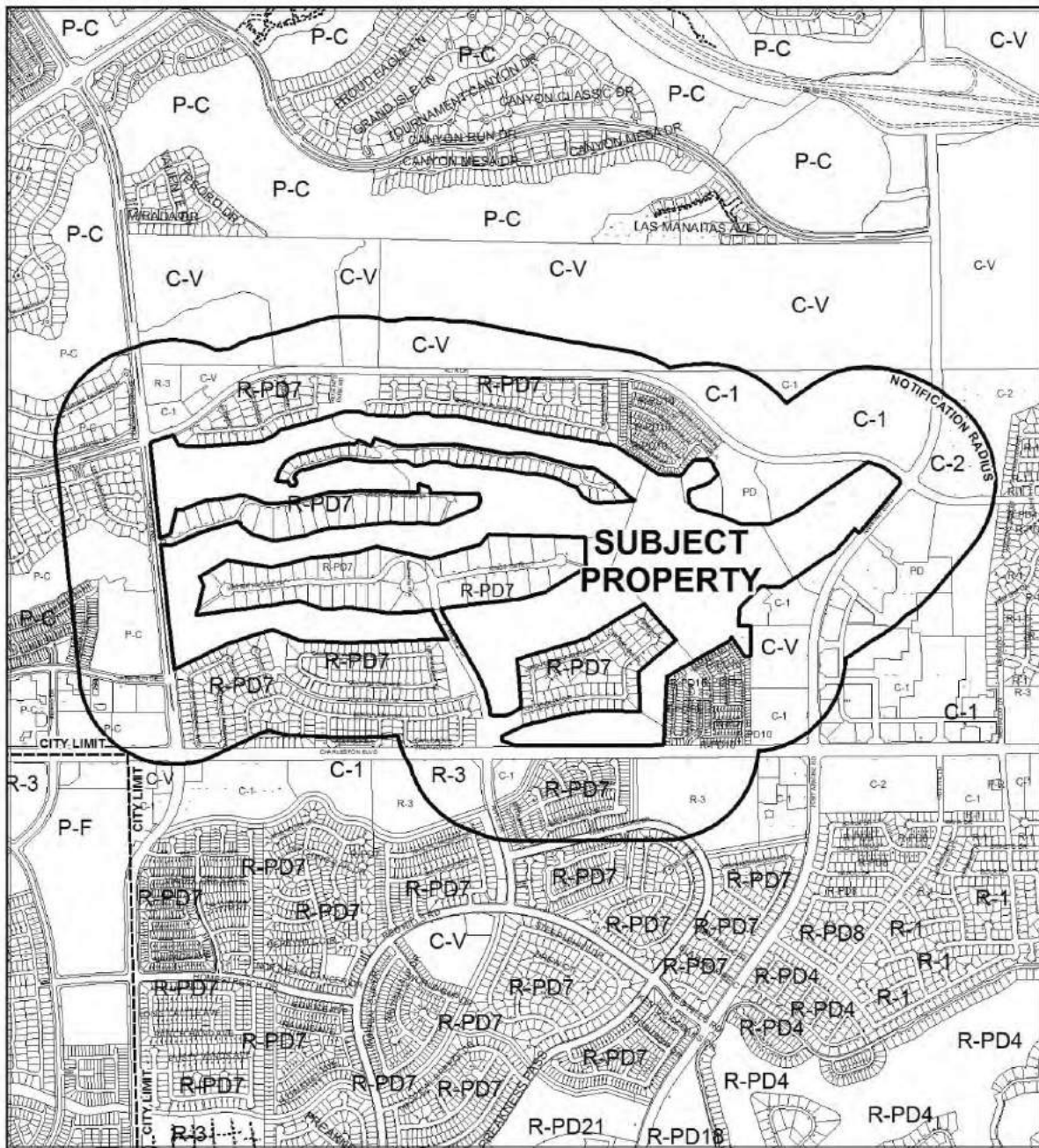
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Exhibit 85



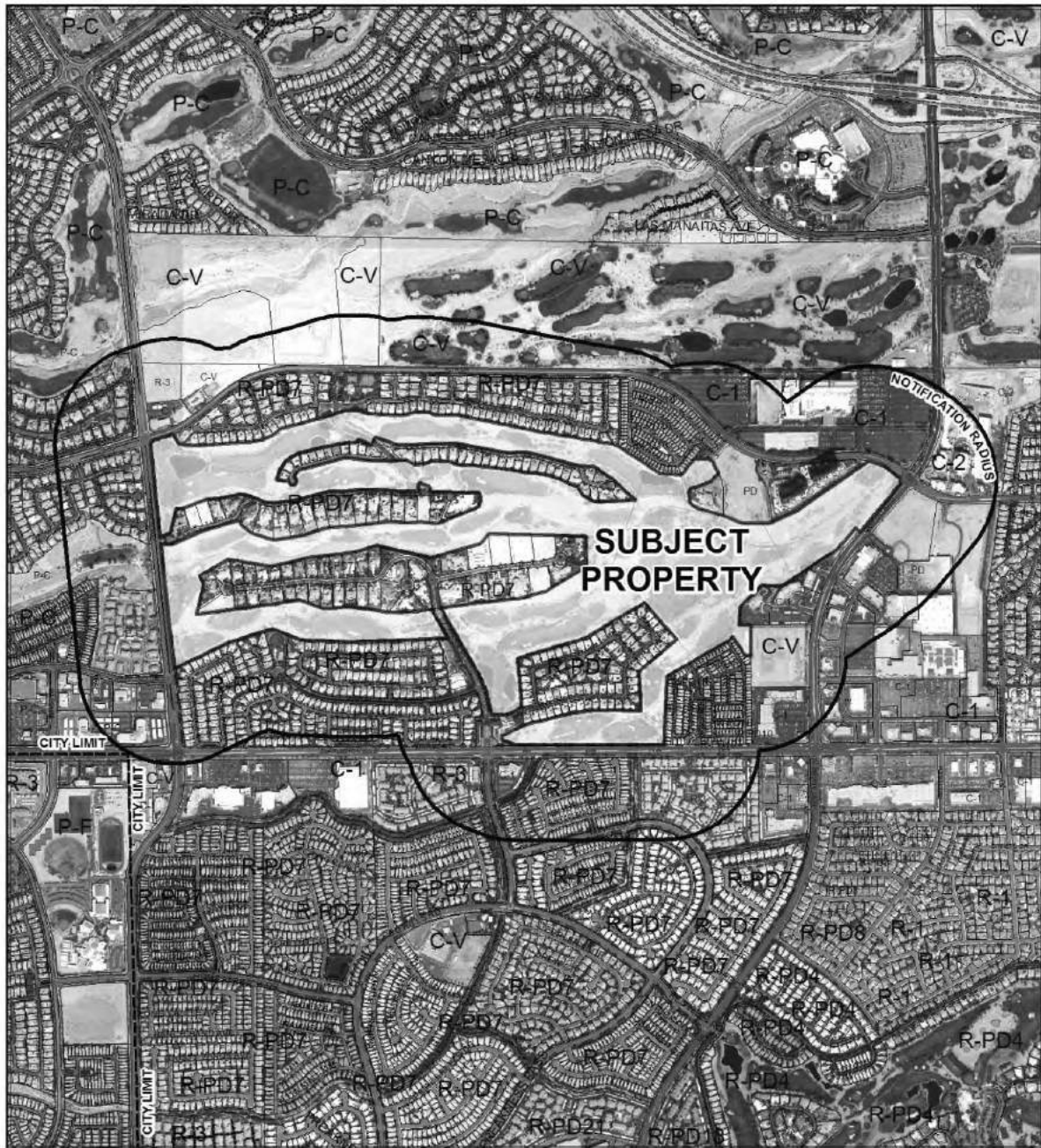
CASE: DIR-70539 (PRJ-70542)

RADIUS: 1000 FEET

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

002775

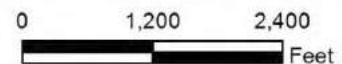
6951



CASE: DIR-70539 (PRJ-70542)

RADIUS: 1000 FEET

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



002776

6952

Exhibit 86

Ashley Foster

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

Late, Late, Late

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

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

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

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

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

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

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

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

Thank you for your consideration Mark Sylvain

Submitted after final agenda

Date 6/21/17 Item 130
002777

Ashley Foster

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

John

Please send these to the Deputy City Clerk group.

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

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

Good Evening, Mayor Goodman & Council-Members.

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

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

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

Have a great evening,

Justin Cohen | President | IMI

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

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

Justin@imi.biz | www.imi.biz

NOTICE: This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

Ashley Foster

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

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

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

Ken Miller
MILLER CONSTRUCTION SUPPLY, LLC

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

millerconstructionsurveysupply.com

STATEMENT OF LAW AND RIGHTS TO A FINAL DECISION

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

2. Landowner is entitled to a final decision.

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

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

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

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

4. Three Regulatory Taking Factors - ALL are considered

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

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

Submitted at City Council

Date 6/21/17 Item 130

By: STEPHANIE ALLEN

002780

6957

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

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

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

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

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

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

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

- The City has created a de facto "blight" that has prohibited all use of the Landowners' Property.
- The City has rendered the Landowners' property "unusable in the open market"
- The City has "severely limited" and "entirely prohibited" all use of the property.
- Refusing to approve and delays have substantially interfered with landowners rights - rendered it unsalable and valueless.

Exhibit 87

FLOOD DRAINAGE CONTROL

1. An On-Site Drainage Agreement was entered into between the Developers and the City of Las Vegas on June 12, 1995 granting an 80 foot wide flood drainage easement over the entire 18 hole Badlands Golf Course. It was recorded in Book 950814, Instrument 01303.
2. An 80 foot wide City of Las Vegas Drainage Easement was recorded in Book 950928, Instrument 00846 on August 14, 1995 granting an 80 foot wide Drainage Easement through the entire 18 hole Badlands Golf Course. The land upon which the golf course 18 holes was built was designated Lot 5 of Peccole West. A map of the recorded Drainage Easement was subsequently recorded on December 5, 1996 in Book 921205, Instrument 00142 of Records and also as Book 77 Page 23 of Plats. The map showed the 80 foot wide drainage easement throughout the 18 hole Badlands Golf Course.
3. On March 30, 1998 a map was recorded showing a flood drainage easement that was granted on the entire added 9 holes. The 9 holes was designated as Lot 21 of the Peccole West Lot 10. The map states: "Lot 21 is a Public Drainage Easement Hereby Granted To Be Privately Maintained. The map shows Lot 21 being designated as a Flood Drainage Easement in its entirety. The map is recorded as Book 980330, Instrument 02877 and as Book 083, Page 0061 of Plats.

THE FLOOD DRAINAGE SYSTEM CANNOT BE CHANGED

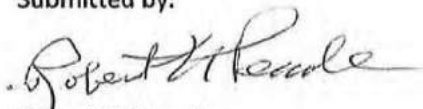
The Master Declaration of Covenants, Conditions, Restrictions And Easements For Queensridge (CC&Rs) do not allow the storm drain systems to be changed or to allow any interference with the established drainage pattern over any portion of the Property.

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

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

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

Submitted by:


Robert N. Peccole

Submitted at City Council

Date 8/2/17 Item 53

By: Jimmy Jimmerson

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

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

RECITALS:

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

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

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

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

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

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

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

Comments on Development Agreement for Two Fifty (Draft of May 25, 2017)

Michael Buckley, Fennemore Craig, P.C.

(Brad/City Jerbic Response in Bold)

June 13, 2017

(Developer responses in red – July 25, 2017)

1. Parties. NRS 278.0201(1) authorizes development agreements to be entered into with "any person having a legal or equitable interest in land." The Master Developer needs to provide the basis or authority upon which it is authorized to act on behalf of Seventy Acres and Fore Stars. Recital K, which appoints Master Developer to act on behalf of Seventy Acres and Fore Stars, is not effective unless those two parties sign the Development Agreement.

Brad/City: He is correct. The legal title owners should execute the agreement for several reasons. They actually own title to the property and the obvious question is whether the agreement would be binding on them or the property if they do not execute. The naked statement in recital K is not sufficient.

Developer: See revisions to signature page.

2. Title. The Development Agreement fails to address or take into account that the golf course is presently encumbered by numerous matters of record. Multiple encumbrances on possible dedicated property or common areas include easements in favor of lot owners in Queensridge and/or the Queensridge HOA, as set forth on Exhibit A, and, as discussed below under Item 27, easements in favor of the owners of luxury, executive and upgrade lots and custom homes. Encumbrances also include existing deeds of trust in favor of lenders.

The Development Agreement should provide for and address the process, timing and basis for removing these encumbrances or making sure that the existence of such encumbrances will not affect either (i) the development (whether residential units or common areas) or (ii) property required to be dedicated or used for common areas. How can the City be assured that the Development Agreement will be effective should the holder of an encumbrance against the Property which predates the Development Agreement assert superior rights in the Property?

Brad/City: This is a development issue and not one for the agreement.

Developer: See revision in 3.01(k) confirming easements remain unaffected by development.

3. Recital B, NRS 278A. Recitals are statements of fact or purpose and intent and carry with them certain evidentiary effect. (See, e.g., NRS 47.240). Recital B purports to create a fact out of a legal conclusion that NRS 278A does not apply to the Property.

NRS 278A.065 defines a planned unit development as "an area of land controlled by a landowner, which is to be developed as a single entity for one or more planned unit residential developments, one or more public, quasi-public, commercial or industrial areas, or both."

MBUCKLEY/11738819.4/041624.0001

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Submitted at City Council

Date 8/2/17 Item 53

By: Jimmy Timmerman

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Application the statute doesn't depend on what the City "intended." A planned unit development is an area of land developed a certain way.

The existing zoning on the Property dates from the action of the City Council on April 4, 1990 (Z-17-90). How is it possible for this document, entered into 27 years later to conclude that neither the members of the City Council nor the planning staff in 1990 "intended" that the specified statute not apply?

The applicable provisions of the City code in effect at the time of approval of Z-17-90, Section 19.18.010, refers to the purpose of the "Residential Planned Development District" (i.e., R-PD) as follows:

The purpose of a *planned unit development* is to allow a maximum flexibility for imaginative and innovative residential design and land utilization in accordance with the General plan. It is intended to promote an enhancement of residential amenities by means of an efficient consolidation and utilization of open space, separation of pedestrian and vehicular traffic and a homogeneity of use patterns. [Emphasis added.]

A development agreement relates to the application of "the ordinances, resolutions or regulations" applicable to the Property, i.e., *not the statutes*. NRS 278.0201(3). A development agreement may not dictate or address what statutes apply to Property. Such a provision is beyond the statutory authority of a development agreement.

In the definition of "Applicable Rules" the Parties themselves acknowledge the agreement may be subject to applicable state laws. Whether the City can pick and choose which statutes apply is not the law in Nevada.¹

While the Parties purport to acknowledge that NRS Chapter 278A does not apply to the project, the agreement fails to address how the Development Agreement complies with the City's master plan and its policies. In fact, the Development Agreement fundamentally changes that plan without any supporting statement or evidence.

Developer: The Developer's submission of the Development Agreement for approval is not made under NRS 278A.

4. Recital E, Golf Course Industry. This Recital concludes that both parties have determined that "the golf course industry is struggling." (Now? For the past year? For years ahead?) What is the basis or evidence for this finding that an entire leisure industry is failing?

¹ "The question of whether [Douglas County Development Code] § 20.608.070 conflicts with NRS 278.220 by requiring a super-majority vote to approve a master plan amendment is an issue of first impression in Nevada. As a preliminary matter, it is clear that counties are legislative subdivisions of the state. See Nev. Const. art. 4, § 25. Because counties obtain their authority from the legislature, county ordinances are subordinate to statutes if the two conflict. See *Lamb v. Mirin*, 90 Nev. 329, 332-33, 526 P.2d 80, 82 (1974)." *Falcke v. Douglas County*, 116 Nev. 583, 3 P.3d 661 (Nev., 2000). Article 8, Section 8 of the Nevada Constitution contains similar provisions for cities: "The legislature shall provide for the organization of cities and towns by general laws. . . ." *State ex rel. Rosenstock v. Swift*, 11 Nev.128 (1876).

If the City has made this finding, would it not be binding or influential on other land use decisions? Does the City no longer approve new golf courses?

Many golf courses continue to be operated successfully in Las Vegas. As with any other business the operator of the business bears a large share of the success or failure of a particular business. Has the City determined that, in fact, it is the entire golf industry in Las Vegas that struggles, rather than the operator of the Badlands golf course? The City's conclusion that the golf course industry is struggling is likely to create unintended consequences that may affect land use decisions beyond the Property itself. The Recital is unnecessary.

[The Development Agreement fails to address the present inventory of unsold lots in the existing Queensridge development. Might this business be "struggling" as well?]

Brad/City: I do not see the reason for this recital. It creates an issue of fact that can be challenged later and serves no purpose that I can ascertain.

Developer: Deleted.

5. Recital F, "Luxury". The term "luxury," modifying multifamily development is nowhere defined. Similarly, the word "boutique," modifying hotel is not defined. Unless these terms are defined, they have no meaning. These words appear in several locations in the Development Agreement.

Developer: Term "Luxury" deleted. See revisions.

6. Recital H, Densities. This Recital refers to the City's approval of the development on the 17.49 acres within the Property. The meaning of statement that the acreage here and the units are not "included in the density calculations for the Property" is unclear.

Section 3.01(g)(ii) takes this language a step further, when it states "The landscaped area [in Development Area 4] ... is being created to maintain a landscape environment in Development Area 4 and not in exchange for higher density in Development Areas 1, 2 or 3." The fundamental basis for the City's approval of this development is the City's mistaken belief that every acre of Peccole Ranch Phase 2 may be developed with 7.49 units (rather than the true basis of the "hard zoning" which is that the 7.49 density is an average density throughout the entire community, including open space).

The language in Section 3.01(g)(ii) can be used to justify the proposition that each Development Area stands on its own rather than as part of, in the words of the "Community." If the open space in Development Area 4 is not being used to justify the density in Development Areas 2 and 3, then nothing prevents the Master Developer from scraping plans for Development Area 4 (based on "market demands") and seeking approval for 7.49 units per acre within Development Area 4. To reiterate, the City is supposed to obtain assurances from the developer. There are none in this agreement.

Brad/City: I do agree that Recital H is confusing. The last two sentences appear to be contradictory.

Developer: Clarifying revision made.

7. Recitals L, K and O, Uncertainty. These Recitals reflect the fundamental flaw of the Development Agreement. If the Property is developed "as the market demands" and "at the sole discretion of Master Developer" (Recital L) how does the Development Agreement "minimize uncertainty" (Recital M)? Owners of property in the surrounding area will remain uncertain of the development unless a specific timetable and phasing plan, the very things that a development agreement should provide, are included in the agreement. Similarly, the statement in Recital O that the City will "receive a greater degree of certainty with respect to the phasing, timing and orderly development of the Property" is inconsistent with development being left to the sole discretion of the Master Developer.

The Recital statement that the Development Agreement will "achieve the goals and purposes for which the laws governing development agreements were enacted" is false, for no assurances are given to the City regarding the *"time frame for completion and an enforcement tool"* to make sure everything in the plan ends up in the final development.²

The Development Agreement should provide *milestones* for the developer to meet, such that if the milestone improvements are not completed by agreed-upon dates, the City will have the opportunity to re-examine the desirability of the proposed improvements as well as the impact of neighboring development on the Community.

Brad/City: Development Agreements typically do not require a development schedule which would require development in adverse market conditions. Typically, it is the term of the agreement which acts as an incentive and control. The 30 years is subjective and subject to debate.

Developer: Agree with Brad/City. See revision. Term reduced to 20 years.

8. Recital N. This Recital states the agreement "will provide the owners of adjacent properties with the assurance that the development will be compatible and complimentary [sic] to the existing adjacent developments." While the Development Agreement creates design standards, the agreement gives no rights to owners of adjacent properties. How can an agreement under which neighboring property owners have no rights of enforcement assure such owners?

Again, unlike development agreements for undeveloped land, the Property is surrounded by an existing, built out residential community. Accordingly, the Development Agreement needs to have some process by which these neighboring property owners have the opportunity to participate in reviews contemplated by the Development Agreement as well as the opportunity to have a say in or enforce the Development Agreement.

² See testimony of Josh Reid, Minutes, Senate Committee on Government Affairs, February 18, 2015 regarding SB 66.

Brad/City: This is a business issue between the various parties and not a legal one.

Developer: Clarifying revision made.

9. Definitions, "Development Parcel(s)"/Section 3.01(c). This defined term means any legally subdivided parcel. Both a condominium unit and a common area lot within a common interest community are legally subdivided parcels. The definition should be revised, since Section 3.01(c) permits the Master Developer to develop residential units "on any Development Parcel up to the maximum density permitted in each Development Area." Clearly a condominium unit is one unit; similarly, a common area lot may not include residential uses.

The definitions of "Master Utility Improvements" and "Master Utility Plan" refer to utility improvements other than those located within individual "Development Parcels." Might these utility improvements be located within the common area lots?

Brad/City: He is wrong. The definition clearly states that it is a parcel that will be further subdivided.

Developer: Agree with Brad/City.

10. Definitions, "HOA or Similar Entity". The defined term, as well as other references in the Development Agreement (see, Section 4.01), limit the Association to managing and repairing common areas. Except in the case of a condominium development, a common interest community that is a "planned community" (NRS 116.075) will *own* common areas. This is further discussed in the comments to Section 4.01 below.

Brad/City: This comment is irrelevant at this point. As HOAS are formed it will be the developer's obligation to comply with 116.075.

Developer: Agree with Brad/City; Development Agreement does provide for instances of transfer to the HOA.

11. Definitions, "Master Utility Plan." This definition contains the statement that "Master Developer shall separately require any Authorized Designee to disclose the existence of such facilities" To whom are these disclosures to be made?

Developer: Disclosures are made to the City; revision made.

12. Disclosures in General. Other jurisdictions, including the City of Henderson, require that certain disclosures be made to purchasers within a development.

The Development Agreement should require some form of disclosure to purchasers within the Property. The City is authorizing the developer to build out a Community over a period of 30 years within a timetable determined by the developer in its sole discretion. By entering into the Development Agreement, the City is facilitating sales within a project whose development depends on the "market" and the developer's discretion. Purchasers are unlikely to

read this Development Agreement. Ought not the developer to let purchasers know the status of the overall project?

Additionally, historically and continuing to the present, much of the Property lies within a natural wash and FEMA flood zone. This disclosure should also be made to purchasers acquiring property in this development.

The Development Agreement contemplates the creation of common interest communities. Under Nevada law, the developer of a common interest community is required to provide a *public offering statement* to first time purchasers. The City, in order to protect itself, should mandate that certain disclosures be included in a seller's public offering statement.

Brad/City: The relationship of the developer and its purchasers is typically governed by state and local laws. I would be concerned with the city deciding what, and what not, that the developer should disclose and in what form. The development agreement does not lessen impact of state law which includes any requirements to issue a public offering statement.

Developer: Agree with Brad/City. Developer is required to comply with all disclosure laws.

13. Section 2.05(c), Termination of Permits. This Section states that permits issued to the Master Developer do not expire "so long as work progresses as determined by the City's Director of Building and Safety." The generality of this provision creates concerns. For example, a permit for a large public improvement should be treated differently than a permit for a house. From both the enforcement of this provision by the City and the benefit of this provision to the Master Developer, "progress" should be defined or tied to some objective standard, otherwise it may not be enforceable.

Permits are required for health, safety and general welfare purposes. What is the basis for treating permits issued for this development with permits issued for any other development in the City?

Brad/City: Good point. The city may not be able to legally issue permits without an expiration date. If this stays in, I would suggest adding a standard such as "expeditiously and materially progressing". I consider issuing permits with no expiration is troubling.

Developer: See revision.

14. Section 3.01(b)(ii), Assisted Living Apartments. Since this Section uses the phrase "as defined by code," the term "assisted living facility(ies)" should be changed to "assisted living apartments," which is the term used in the UDC.

Brad/City: Probably correct.

15. Section 3.01(b), Sight Development Plan Review (SDR). Section 3.01(b)(iii) requires an SDR prior to construction of the hotel. The placement of this requirement at the end of clause (b)(iii) may be in error, as it appears an SDR is required for other improvements besides the hotel. Clause (b)(iv) states that "the number and size of ancillary commercial uses shall be evaluated at the time of submittal for a Site Development Plan Review." Additionally, the last sentence of Section 3.01(h) states that "a Site Development Plan Review(s) is required prior to development in Development Areas 1, 2 and 3." The language in these provisions is confusing.

Developer: Repetitive statements are included for reinforcement.

16. Section 3.01(b), Water Features/Watering. Section 3.01(b)(v) states "Water Features shall be allowed in the Community, even if City enacts a future ordinance or law contrary to this Agreement." "Water Features" is defined vaguely to mean "one or more items from a range of fountains, ponds (including irrigation ponds), cascades, waterfalls, and streams used for aesthetic value, wildlife and irrigation purposes from effluent and/or privately owned groundwater." Once again, the Development Agreement permits the developer to construct improvements without any particular definition. Given the serious nature of water use within the Las Vegas Valley, these uses should be particularly defined.

In a similarly vague statement, Section 3.01(b)(vii) states that "watering the Property may be continued or discontinued, on any portion or on all of the Property, at and for any period of time, or permanently, at the discretion of the Master Developer." What exactly does this mean? Given the context, it would appear that this provision is intended to apply only to undeveloped portions of the Property.

Brad/City: I agree that the statement on the water is too broad. Could this mean that the water on future projects can be discontinued? I would modify it to limit it to the property in its current undeveloped state. This may be a good place for the fire hazard to be addressed. For example, the right to discontinue water could be subject to condition that the trees are maintained or a least fire protected.

Developer: Water Features is specifically defined. Developer is required to comply with all laws regarding the maintenance of the Property.

17. Section 3.01(e), Views. Section 3.01(e) requires midrise towers to be placed "so as to help minimize the impact on the view corridor to the prominent portions of the Spring Mountain Range from the existing residences in One Queensridge Place." As noted elsewhere, owner in One Queensridge Place are not entitled to enforce this agreement. Additionally, the omission of protection of view corridors to the east and southeast for residents to the west of the development apparently mean that the view corridors of such residents are not protected. Has the City and/or the Master Developer adequately notified these residents that their views are not protected?

Brad/City: Mike has raised the issue of granting rights to third parties many times. This is a business issue to be resolved by the developer and the city. What will be the level of public hearings with the development going forward?

Developer: Queensridge Purchase Agreements made clear that no "views" or location advantages were guaranteed to purchasers, and that existing views could be blocked or impaired by development of adjoining property. Further, the Master Declaration of Covenants, Conditions, Restrictions and Easements for Queensridge dated May 10, 1996, and its subsequent amended and restated version, specifically stated that the golf course commonly known as the "Badlands Golf Course" is not a part of Queensridge. See January 31, 2017 dated Findings of Fact, Conclusions of Law, Final Order and Judgment issued by Judge Douglas Smith in Case No. A-16-739654-C of the District Court, Clark County Nevada.

18. Section 3.01(f), Flood Zones. Section 3.01(f)(v) addresses the FEMA flood zone. Given the extensive portion of the Property lying within flood zones, the Development Agreement should address with much greater specificity how the existing City easements and FEMA flood zones will be vacated and/or changed.

What process is there for vacation of the existing City easements? Ought not the neighboring landowners in Queensridge, whose properties have the benefit of the existing easements and FEMA protections, have the ability to participate in the redesign and reconstruction of flood facilities?

Developer: Drainage easements are governed exclusively by the respective authority having jurisdiction.

19. Section 3.01(f), Infrastructure Phasing. Section 3.01(f)(vi) requires drainage infrastructure in Development Area 4 to be completed prior to the approval of construction of the 1700th residential unit. That is, after approximately 80% (1700/2119) of the units have been constructed. This is contrary to the requirements of Section 19.02.130 of the UDC, which requires that *"Except as otherwise provided in Paragraphs (3) and (4), completion of common area and off-site improvements within any residential subdivision shall be scheduled to be concurrent with development (e.g., when fifty percent of the development is completed, at least fifty percent of the common area and off-site improvements shall be completed)."* While the UDC permits the Director of Public Works to determine the phasing schedule, there exists nothing in the Development Agreement itself to justify a permitted deviation, especially given that Development Area 4 is upstream (i.e., where the water comes from!) from the other Development Areas.

Section 3.01(f)(vii) likewise fails to comply with the UDC or justify noncompliance by deferring completion of the Two Fifty Drive extension, an important access route to the Community from the neighboring public streets, until the construction of the 1500th residential unit.

Developer: Development agreements may amend Title 19.

20. Section 3.01(g), Unnecessary Promotion. Several provisions in the Development Agreement contain what are, essentially, general statements promoting the developer's plan, including, for example, language in Section 3.01(g) that the landscaped areas or areas with amenities (including parking and access ways) are "*far in excess of the Code requirements.*" What code requirements have the developer exceeded? In the absence of identifying such requirements, this statement is superfluous and meaningless.

More importantly, the Development Agreement fails to address, let alone justify, those Master Plan requirements and policies this development will change. For example, Policy 7.2.2 of the 2020 plan states as follows:

That since arroyos, washes and watercourses in their natural state represent visual and possibly recreational amenities for adjacent neighborhoods, that such areas not be rechanneled or replaced with concrete structures except where required for bank stability or public safety.

Brad/City: Well, the platitude does seem excessive and out of place.

Developer: See revision.

21. Section 3.01(g), Landscape, Park and Recreation Areas. Section 3.01(g) needs to address a fundamental issue relating to open space and parks in Peccole Ranch. As noted in the original Peccole Ranch Master plan for Phase 2, approved as part of the Z-17-90:

The close proximity to Angel Park along with the extensive golf course and open space network were determining factors in the decision *not to integrate a public park in the proposed plan.* [Emphasis added.]

Page 32 of the Parks Element of the 2020 Master Plan states as follows, "The primary underserved areas [in the Southwest sector] includes the four square miles in the southern portion of the sector that is developed as 'Peccole Ranch, 'The Lakes' and 'Canyon Gate.' These communities were developed without any park space."

In order to comply with the City's master plan, the Development Agreement needs to justify removal of 250 acres of open space within Peccole Ranch, especially in light of the fact that, of the 12.7 acres of "landscape, parks, and recreation areas," only 2.5 acres are "occasionally opened to the public from time to time at Master Developer's sole discretion."

Developer: The Development Agreement provides for approximately 40% of the Property as Landscape, Park and Recreation Areas.

22. Section 3.01(h), No Build Zones. Section 3.01(h) provides for a wall to separate Development Areas 1, 2 and 3 from Development Area 4. The wall is described as "up to ten (10) feet in height." Minimum heights should be addressed.

Brad/City: He is correct that with no minimum it appears to be flawed.

Developer: See revision.

23. Section 3.01(i), Grading and Earth Movement. Section 3.01(i)(iii) prohibits the sale of product produced as a result of on-site rock crushing, earth processing and/or stockpiling on the Property. Is this a sufficient limitation? Perhaps the restriction ought to apply to any *use* of the materials off-site.

Brad/City: I disagree – the idea was that the excavation byproducts would not be a profit operation. However, I would delete “off-site” in the sentence. Otherwise, there is a possible interpretation that it could be sold on-site.

Developer: See revision.

24. Section 3.02, Processing. Section 3.02(a)(i) requires the City to expeditiously process all applications "including General Plan Amendments."

UDC Section 19.16.010(A) requires a development agreement to be *consistent* with the general plan.³ The Development Agreement cannot be used as a means to amend the general plan. UDC 19.16.150(B) further states:

Before the City Council enters into a development agreement pursuant to this Section, the agreement shall be reviewed by the Planning Commission for consistency with the City's General Plan.

Developer: The Development Agreement is not intended to be a means to amend the General Plan. See revision.

25. Section 3.01, Zoning Entitlements. Section 3.02(b) states that "the Property is zoned R-PD7 which allows for the development of the densities provided for herein." As noted above, the zoning action referred to in Recital H rezoned the 17.49 acres as R-3.

Developer: See revision.

26. Section 3.02, Site Development Plan Review. Section 3.02(c)(1) states that no SDR is required for any of the 65 residential units in Development Area 4 because, among other things, the units are custom homes and the Design Guidelines are attached to the Development Agreement.

Section 3.02(c)(i)(3) states "all Site Development Plan reviews shall *acknowledge* that . . . the development of the Property is compatible with and complementary to the existing adjacent developments." This language misstates the required action by the City. Clearly, the City must

³ "Except as otherwise authorized by this Title, approval of all Maps, Vacations, Rezonings, Site Development Plan Reviews, Special Use Permits, Variances, Waivers, Exceptions, Deviations and Development Agreements shall be consistent with the spirit and intent of the General Plan."

find that proposed improvements are compatible with surrounding development, not rubberstamp such improvements.

Developer: See revision.

27. Section 3.04, Modifications of Design Guidelines. Section 3.04 contains the acknowledgment by the City and the Master Developer that "modifications of the Design Guidelines are generally not in the best interests of the effective and consistent development of the Community, as the Parties spent a considerable amount of time and effort negotiating at arms-length to provide for the Community as provided by the Design Guidelines."

The Development Agreement and its Design Guidelines actually constitute a substantial amendment to the existing design guidelines for Queensridge custom homes, as set forth in the Supplemental Declaration for the Adoption of Section C of the Queensridge Master-Planned Community Standards, recorded on January 17, 1997 in Book 970117 of Official Records as Instrument number 01434 (the "Custom Lot Declaration") and the Supplemental Declaration for the Adoption of Section B of the Queensridge Master-Planned Community Standards, recorded on September 24, 1996 in Book 960924 of Official Records as Instrument number 00092 (the "Executive Lot Declaration"). The Custom Lot Declaration, made by Nevada Legacy 14, LLC, the Master Developer of Queensridge, "articulates the Master Developer's vision of the overall community image, architecture, landscape and signage" for all custom lots within Queensridge.⁴

The Custom Lot Declaration identifies enclaves of large lots "completely surrounded by the golf course."⁵ Custom Lot Declaration exhibits show the relationship of the custom home to the golf course, including the location of "Views."⁶ The Badlands golf course itself "meanders through the arroyos and neighborhoods of the village. Significant view corridor doors are provided at key locations throughout Queensridge to enhance the open character of the community."⁷ Open space within the existing Queensridge community includes "a 'view' park providing passive open space overlooking the golf course. . . ."⁸ The Custom Lot Declaration also contemplates the City's active role in enforcing the Custom Lot Declaration:

All construction activities (defined in the Master Declaration) on the Custom Lots require review by the DRC and the City of Las Vegas. The City will require a review approval letter from the DRC prior to reviewing any documents, or issuing any permits for work performed on the custom lots within Queensridge.⁹

The Custom Lot Declaration and the Executive Lot Declaration create negative easements over and across the Badlands Golf Course in favor of the owners of Queensridge lots. Moreover, the City participated in the creation of these easements by requiring Queensridge

⁴ "Introduction," Custom Lot Declaration, Section 1.1.1, p. C-1.

⁵ "Community Image," Custom Lot Declaration, Section 1.1.1, p. C-1.

⁶ Exhibit C-6, page 61 and Exhibit C-22, page 77, Custom Lot Declaration.

⁷ "Golf Course," Custom Lot Declaration, Section 1.1.1, p. C-2.

⁸ "Parks," Custom Lot Declaration, Section 1.1.1, p. C-2.

⁹ "Responsibility of Review," Custom Lot Declaration, Section 1.1.1, p. C-4.

DRC approval of custom homes as a condition to the issuance of building permits for those homes.

By the City's approval of this Development Agreement, the City will be destroying values it helped create. While the City claims fear of inverse condemnation by the Master Developer should the City not approve the Community's 2100 units that the Master Developer may or may not ever build (depending on its discretionary review of market conditions), by approving this Development Agreement, the City in fact is participating in the "taking" or destruction of valuable rights belonging to the owners of custom homesites.

Developer: Queensridge Purchase Agreements made clear that no "views" or location advantages were guaranteed to purchasers, and that existing views could be blocked or impaired by development of adjoining property. Further, the Master Declaration of Covenants, Conditions, Restrictions and Easements for Queensridge dated May 10, 1996, and its subsequent amended and restated version, specifically stated that the golf course commonly known as the "Badlands Golf Course" is not a part of Queensridge. See January 31, 2017 dated Findings of Fact, Conclusions of Law, Final Order and Judgment issued by Judge Douglas Smith in Case No. A-16-739654-C of the District Court, Clark County Nevada.

28. Section 3.05, Deviation to Design Guidelines. Section 3.05(a)(ii)(2) contains the following language "The Department of Planning may, in their discretion, approve a minor deviation or impose any reasonable condition upon such approval." The word "deny" should be added to the sentence. See, for example, UDC19.00.070(A)(6), referring to the authority of the Director of planning to "Take action to approve, deny or otherwise act upon applications in accordance with the provisions of this Title."

Brad/City: This is a good comment.

Developer: Agree with Brad/City; see revision.

29. Section 3.05, Hearings. Section 3.05 contains several references to "a hearing." All of such references should include the word "public" as a modifier of the word "hearing."

In view of the close connection between the new development and the existing residential community, the master association for the existing community as well as neighboring homeowners should be required to be given notice of changes to the Development Agreement or to the various standards referenced in the Development Agreement.

Developer: See revision.

30. Section 3.07, Dedications. As noted earlier, this provision requires that dedications to the City be free and clear of any encumbrances other than those contained in the patent to the Master Developer. Since the Master Developer did not acquire the Property directly from the United States, this provision needs to address the City's review and approval of existing matters of record. A title report covering the Badlands golf course reflects numerous easements

and restrictions of record, as well as loans. It is unclear how the Master Developer will be able to convey, i.e., dedicate, to the City property which is unencumbered.

Brad/City: This is a developer development issue. Developer will have to clear all title issues to proceed. I am not sure the city should be in the business of reviewing title for the project.

Developer: See revision.

31. Section 3.08, Additional Improvements. Section 3.08 purports to be a commitment by the Master Developer to provide additional improvements for the benefit of One Queensridge Place HOA and/or the Queensridge HOA, should Master Developer obtain rights of access over Las Vegas Valley Water District property or the Queensridge Master HOA property. Since (a) the Development Agreement explicitly provides that neither one Queensridge Place HOA nor the Queensridge HOA has the ability to enforce the Development Agreement and (b) any commitments of the Master Developer in Section 3.8 will be the subject of separate written agreement(s) with the Las Vegas Valley Water District and/or the Queensridge HOA, these provisions are meaningless. The Master Developer's obligations to those entities should be contained in the separate agreements or the two HOAs should have rights under the Development Agreement.

Brad/City: He is correct. Section 3.08 is really an option on the part of the developer and drafted to almost appear to create an inappropriate bargaining chip for the developer. If (i)-(iv) are to be project requirements, then they should be decoupled from the conditions in the introductory clause.

Developer: This is a two-party agreement and any breach of Section 3.08 would be enforceable by the City.

32. Section 4.01, HOAs. Section Four deals with maintenance of the Community. It requires the Master Developer to establish various HOAs "to manage and maintain" common elements. The Development Agreement leaves open who owns those common elements, as well as many other fundamental issues. For example, at what point is the HOA to be formed? Who must be the owners/members of the HOA. Will there be a master association? Section 4.02 requires "a plan of maintenance" by the HOA's, including, with respect to Development Area 4, sensitivity for fire protection (in light of the obvious fire danger should 7500 trees not be maintained and irrigated), but at what point is the plan required to be created? Section 4.01(b) requires a transfer of responsibility for drainage facilities to an HOA "that encompasses a sufficient number of properties subject to this agreement to financially support such maintenance." Given that the purpose of a development agreement is to provide an enforceable agreement between the City and the developer regarding the development, vague language such as this fails to protect the City. (One reading of this Section seems to require the formation of an HOA only prior to building the first of the 65 lots in Development Area 4, which, again, is contrary to the UDC requirements for phasing.)

Brad/City: The formation of the HOAS will be a development issue as the project unfolds and will be subject to many state and local laws so I do not consider it a subject for the agreement.

Developer: HOA formation is governed by NRS 116.

33. Section 4.01(c)(iv), City's Right to Maintain. This provision permits the City to "exercise its rights under the Declaration, including the right of City to levy assessments on the property owners for costs incurred by City in maintaining the maintain facilities" It is not clear how the City has the right to enforce the declaration other than pursuant to NRS 278A.180 of the planned unit development law, which states in part:

If the association for the common-interest community or another organization which was formed before January 1, 1992, to own and maintain common open space or any successor association or other organization, at any time after the establishment of a planned unit development, fails to maintain the common open space in a reasonable order and condition in accordance with the plan, the City or county may serve written notice upon that association or other organization or upon the residents of the planned unit development, setting forth the manner in which the association or other organization has failed to maintain the common open space in reasonable condition. The notice must include a demand that the deficiencies of maintenance be cured within 30 days after the receipt of the notice and must state the date and place of a hearing thereon. The hearing must be within 14 days of the receipt of the notice.

The Development Agreement elsewhere provides that NRS 278A does not apply to the Community, yet here provides the City a right created under NRS 278A. The fundamental question, of course, is whether the City has the power to enforce covenants in a declaration covering private property in the absence of the powers granted to cities and counties under NRS 278A.

Brad/City: The question is whether the city can exercise expressly granted rights under the HOA declarations without any statutory authority to do so. I am not aware of any statutory limitation but that should be reviewed. The declarations however have to provide this right and I suggest that either the language be agreed to now or clearly grant the city the right to review and approve prior to the recordation of a declaration.

Developer: NRS 278A does not apply. HOAs are governed by NRS 116.

34. Section Five, Project Infrastructure. One of the fundamental problems with this Development Agreement is the lack of specificity. Section Five basically requires the developer to construct public infrastructure as required by master studies. In other words, the developer agrees to do what it would normally have to do even in the absence of a development agreement. Once again, the lack of specificity in *what* the developer is building and *when* it is building it means that public infrastructure improvements cannot be adequately and properly planned, but

depend on market condition and the discretion of the developer. As previously stated, this results in greater uncertainty rather than minimal uncertainty.

The flexibility given to the Master Developer undermines required construction of infrastructure. For example, Sections 5.04(d) and (e) deal with issuance of building permits for residences located within flood zones and the requirement for construction of drainage facilities. While the developer is required to design and complete drainage and flood control facilities, both these provisions make clear that "notwithstanding" such requirements building permits are governed by Section 3.01(f) which grants the Master Developer complete discretion as to timing.

This deficiency in the Development Agreement becomes particularly problematic given there exists undeveloped property adjacent to the Community which may affect the demand on infrastructure.

Developer: Infrastructure needs will be determined through Master Studies and in accordance with applicable laws.

35. Section 6.02, Force Majeure. Section 6.02 includes *floods as an excusable delay*. Given the fact that this development involves improvements and development within a major drainage channel and drainage improvements, to the extent that the Developer's activities result in flooding that would not have occurred but for the Developer's activities, floods should not constitute an excusable delay.

Developer: See revision.

36. Section 6.04, Mediation. Section 6.04 requires the parties to mediate disputes without, however, addressing any particulars of the mediation. It is questionable whether an agreement to mediate without any particulars is truly enforceable.

Developer: This is a mediation, not arbitration, provision. It is a nonbinding process that, in order to be successful, only requires mutual good faith intent on the part of the Parties. See revision.

37. Section 7.01, Term. Section 7.01 provides for a term of 30 years. As noted above, the Development Agreement should provide for milestones the Master Developer must meet in order to keep the agreement in effect. It makes no sense to permit the Master Developer a period of 30 years in which it has no obligation to complete any improvements. By contrast, the Skye Canyon Development Agreement approved by the City in 2015, which covers not 250, but 1,700 acres and not 2119 homes, but 9,000 homes, has a term of 20 years!

In the past, development agreements for master planned communities typically were for a term of 20 years. Today, the complete change in the real estate development market as a result of the Great Recession suggests that development agreements should be for a shorter period of time, rather than longer. *Surrounding development, means of transportation, building techniques, housing market factors, lending guidelines, etc. all dictate that, while the Master Developer should have discretion to determine when building occurs, the City should have the*

ability to relook at development in this Community in light of what are likely to be significant changes in not only the surrounding areas, but the Community itself.

In view of the 2015 changes to NRS 278.0205, which permits the City to terminate a development agreement in the event of the financial inability of the Master Developer, the City may be better protected than it was in the past. However, because of the wide latitude given to the Developer under this agreement, the City should impose guidelines upon which to measure how the 2000+ multifamily units are being built and their effect on the surrounding community.

Brad/City: Subject to debate.

Developer: See revision.

38. Section 7.02, Assignment. With certain exceptions, an assignment of the Development Agreement by the Master Developer requires the approval by the City. Section 7.02(a) and 7.02(b) require that a transferee must demonstrate to the City "(i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this agreement, *or* (ii) experience and expertise in developing projects similar in scope to the Community.[Emphasis added.]" Obviously, the highlighted term "*or*" should be "*and*," since a proposed assignee must not only have financial wherewithal to complete the Community but also the experience, not simply one or the other.

Brad/City: I very much agree with this point. There are plenty of developers that have had the experience set forth but along with many accompanying bankruptcies. We can certainly name a few. I believe that this a common sense point. If necessary, maybe financial standards can be articulated. In order to succeed to the benefits of the agreement, an assignee has to be able to financially perform. The standards seem to be set forth in Section 8.01(b) which can be utilized.

Developer: See revision.

39. Section 8.01, Review of Development. Section 8.01 of the Development Agreement requires "a report" without any specific requirements. Contrast this provision with the requirements in the 2015 Second Amended and Restated Skye Canyon Development Agreement which contains the following requirements:

The report shall contain information regarding the progress of development within the Community, including without limitation:

- (a) data showing the total number of residential units built and approved on the date of the report;
- (b) specific densities within each subdivision and within the Community as a whole; and
- (c) the status of development within the Community and the anticipated phases of development for the next calendar year.

The Skye Canyon Development Agreement further provides that if the Master Developer fails to submit the report the Master Developer is in default and the City may prepare its own report at the cost of Master Developer. Given the complete flexibility and discretion of the Master Developer under this Development Agreement these provisions from the Skye Canyon Development Agreement should be added to this Development Agreement.

Brad/City: I agree.

Developer: See revision.

40. Design Guidelines:

- (a) "Luxury" is used without definition. What does it mean?

Developer: See revision.

(b) The Property is described as "infill." "Infill" development is usually defined as "new development that is sited on vacant or undeveloped land within an existing community."¹⁰ The Property is not an infill development; the Development Agreement contemplates a repurposing of property which has *already been* developed. One of the purposes of infill development, obviously not the case here is to "Removes [sic] the eyesore and safety concerns associated with undeveloped or vacant property."¹¹

Developer: Development of the Property that is no longer operated as a golf course will remove the residual eyesore and safety concerns.

(c) Reference is made to a development in Irvine, California, without, however, incorporating design guidelines or other standards within the referenced community. Much of the language in the Design Guidelines constitutes generic, rather than specific, and therefore enforceable, descriptions.

Developer: While reference is made to the Irvine project, the Design Guidelines are specific to address the development of this project.

(d) Page 7 of the Design Guidelines indicates that the midrise buildings "are positioned to generally not materially conflict with the views of surrounding existing residents looking towards the strip or the predominant portions of the Spring Mountain Range." What evidence supports this statement? This statement also conflicts with Section 3.01(e) (Item 17 above) which only protects views from One Queensridge.

Developer: See comments on "views" in Item #17 above.

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

¹¹ *Id.*

(e) Page 8 refers to streets and Paseo's that connect the Community "internally and externally to Tivoli Village and other nearby retail and entertainment experiences." If the purpose of the Community is to create easy access to these nearby commercial areas, Boca Park should be addressed, since it is closer to the project than Tivoli.

Developer: Reference to "other nearby retail and entertainment experiences" includes Boca Park.

(f) Page 10 of the Design Guidelines states that "these custom and estate lot design standards will meet or exceed the existing adjacent Queensridge HOA does design standards." As noted above the custom Lot design standards for Queensridge contemplate large areas of open space and golf course views. Accordingly, the communities design standards do not in fact "meet or exceed" the existing design guidelines. The Custom Lot Declaration (Item 27 above) is an 82 page document with the kinds of extensive descriptions and illustrations missing from the Design Guidelines.

Developer: The project will have approximately 100 acres of Landscape, Park and Recreation Areas.

41. Additional Comments.

(a) Available Land. *What does the City get out of this Development Agreement?* The Master Developer is not in a position to offer fire stations, police buildings, public rights-of-way, schools, etc. within Queensridge/Badlands. The Development Agreement needs to provide the means by which the Developer can provide the necessary infrastructure improvements outside of the development itself. This may be contributions of money or acquisition of other properties on which such infrastructure can be built.

Developer: The Agreement stands on its own.

(b) Surrounding Development. The development is located in an area in which *other undeveloped properties* exist, in particular (i) the remaining undeveloped properties at the southeast corner of Alta and Rampart (Agenda item , (ii) the ongoing development of Tivoli Village and (iii) the undeveloped property along Alta, west of Rampart. Because development of these properties will place added burdens on the existing infrastructure in the surrounding areas, the Development Agreement needs to take into account the additional units or commercial developments that may be built during the time this project is being built. *In other words, the timing of the Master Developer's required infrastructure improvements or contributions must be tied not only to development within the project, but development in the surrounding areas.*

Developer: The Master Studies and any updates thereto dictate the infrastructure and improvement needs.

(c) Master Plan. NRS 278.0203 only permits the City to approve a development agreement by ordinance only if the governing body "finds that the provisions of the [development] agreement are consistent with the master plan." The UDC contains a similar

requirement.¹² Nowhere does the Development Agreement contain a finding that the Development Agreement is, in fact, consistent with the master plan. Moreover, the Development Agreement is not in compliance with objectives and policies of the general plan, as shown by the following:

- i. 2020 Master Plan objective 7.2: "To ensure that arroyos, washes and watercourses throughout the City are integrated with urban development in a manner that protects the integrity of the watershed and minimizes erosion."¹³ The Development Agreement contemplates the elimination of the existing arroyo.
- ii. 2020 Master Plan Policy 7.2.2 "That since arroyos, washes and watercourses in their natural state represent visual and possibly recreational amenities for adjacent neighborhoods, that such areas not be re-channeled or replaced with concrete structures except where required for bank stability or public safety."¹⁴ The Development Agreement contemplates exactly the opposite.
- iii. 2020 Master Plan Special Area Plans: Consideration must be given to addressing "issues that are unique to a limited geographical area."¹⁵ In this case, the revised plan basically rewrites the existing 1990 Master Plan.
- iv. Land Use & Rural Neighborhoods Preservation Element, Objective 2.3: "To prepare, adopt and implement special area plans and neighborhood plans where more detailed planning is needed. These special area plans shall conform to and implement the Master Plan and address land use and other issues specific to that area. Neighborhood plans shall be prepared in conformance with the neighborhood planning process."¹⁶ A land use plan which eliminates the focal point of the existing special area plan (golf course/open space drainage)¹⁷ does not achieve this objective!
- v. Land Use Element definition of Master Development Plan Areas and Special Land-Use Designation. "Master-planned areas are comprehensively planned developments . . ."¹⁸ The Development Agreement takes no account of the existing development, but is instead, a separately planned area without connection to the existing "comprehensively planned developments."
- vi. Conservation Element of Las Vegas 2020 Master Plan, Action AQ.7: "The City shall research, analyze and consider regulations which will limit the amount of land cleared and prepared for large-scale residential and commercial development

¹² UDC 19.16.010(A)

¹³ 2020 Master Plan, p. 61.

¹⁴ *Id.*

¹⁵ *Id.*, p. 76.

¹⁶ Las Vegas 2020 Master Plan, Land Use & Rural Neighborhoods Preservation Element, p. 8

¹⁷ Peccole Ranch Master Plan, Phase Two, February 6, 1990, , p. 10: "A focal point of Peccole Ranch Phase Two is the 199.8 acre golf course and open space drainageway system which traverses the site along the natural wash system."

¹⁸ *Id.*, p. 20

to a prescribed maximum area or percentage of the development site, with the objective of minimizing the area of land contributed to PM10 levels...."¹⁹.

- vii. Conservation Element of Las Vegas 2020 Master Plan, Action S.2: "The City shall continue to encourage the utilization of areas with poor soils with appropriate low intensity land uses such as parks, golf courses, recreational fields, etc."²⁰
- viii. The 2020 Master Plan refers to High Density Residential (H) as follows: "The High Density category is generally found as low rise apartments in the 'Downtown Area' and other areas of relatively intensive urban development in the *Southeast* Sector. [Emphasis added.]"²¹ Not only is the Community in the *Southwest* Sector, but the area is clearly not "relatively intensive urban development."
- ix. UDC 19.06.120 refers to the R-4 District as being "intended to allow for the development of high density multi-family units within the downtown urban core and in other high intensity areas suitable for high density residential development."

Developer: The Development Agreement is consistent with the objectives and policies of the General Plan as determined by City staff and planning commission.

(d) Master Studies. The master drainage study, the master sanitary sewer study, the master traffic study and the technical drainage study need to be completed so that the City can determine the required infrastructure improvements necessitated by the development. The intent of the Development Agreement is to provide assurances to the Developer that it can build its project while at the same time assuring the City that the necessary public infrastructure will be built. The two go hand-in-hand

Developer: All referenced Master Studies have been completed and have either been approved or are in the review and approval process.

(e) Offsite Improvements. The Development Agreement refers to "Off-Property Improvements," in connection with the master studies. The location of such off-site areas needs to be established. If the Developer does not own these properties, how will they be built?

Developer: The Master Studies and any updates thereto dictate the infrastructure and improvement needs.

¹⁹ Las Vegas 2020 Master Plan, Conservation Element, p. 91.

²⁰ *Id.*, p. 96

²¹ 2020 Master Plan, p. 68.

EXHIBIT A**GOLF COURSE NATURAL ZONE EASEMENTS**

Declaration of Annexation of Golf Course Natural Zone Easements (Queensridge Parcel 19), Recorded 20040218-02291

#	Exhibit	Lots	Size of Easement (SF)	Acreage	Easement Document*
1.	A-1	Lots 10, Block D, Verlaine Court	420.41 SF	.010 Acres	20040218-02293 (Latona)
2.	A-2	Lot 11, Block D, Verlaine Court	604.08 SF	.014 Acres	20040218-00061 (Taie-Tehrani)
3.	A-3	Lot 12, Block D, Verlaine Court	760.14 SF	.017 Acres	20040218-00062 (Iwamoto)
4.	A-4	Lot 13, Block D, Verlaine Court	956.19 SF	.022 Acres	
5.	A-5	Lot 14, Block D, Verlaine Court	1099.5 SF	.025 Acres	20040218-00060 (Nasseri)
6.	A-6	Lot 15, Block D, Verlaine Court	717.58 SF	.016 Acres	
7.	A-7	Lot 16, Block D, Verlaine Court	446.46 SF	.010 Acres	
8.	A-8	Lot 17, Block D, Verlaine Court	889.62 SF	.020 Acres	
9.	A-9	Lot 18, Block D, Verlaine Court	1237.39 SF	.028 Acres	
10.	A-10	Lot 19, Block D, Verlaine Court	916.9 SF	.021 Acres	
11.	A-11	Lot 20, Block D, Verlaine Court	1477.36 SF	.034 Acres	
12.	A-12	Lot 21, Block D, Verlaine Court	1569.12 SF	.036 Acres	
13.	A-13	Lot 22, Block D, Verlaine Court	1798.79 SF	.041 Acres	
14.	A-14	Lot 23, Block D, Verlaine Court	1261.34 SF	.029 Acres	
15.	A-15	Lot 24, Block D, Verlaine Court	315 SF, 85 SF	.007 Acres, .002 Acres	
16.	A-16	Lot 25, Block D, Verlaine Court	1,267 SF	.029 Acres	
17.	A-17	Lot 26, Block D,	2343 SF	.053 Acres	

		Verlaine Court			
18.	A-18	Lot 27, Block D, Verlaine Court	5,761 SF, 3,005 SF	.132 Acres, .068 Acres	
19.	A-19	Lots 1 and 2, Block D, Verlaine Court	3,51s SF	.08 Acres	
20.		Lot 39, PW, Lot 11, Winter Palace Dr.	639.76 SF	.0145 Acres	20040218- 00296 (Buttar)
21.		Lot 21, QR Parcel 20	9,694 SF		20040218- 00297 (Galardi)
22.		Lot 5 PW, Lot 11 Kings Gate Court	4,291 SF	.099 Acres	20040512- 0001578 (Canepa)

Document title: **Grant of Easement and Maintenance Covenants (Golf Course Natural Zone)**, recorded at the Book/Instrument Number. The grant provides as follows:

"2. Grant of Easements. Grantor [The Badlands Golf Club, Inc., American Golf California and "the Peccole Entities"], hereby grants to the Grantee (and with respect to the grant by American Golf, for the duration of the Sublease only, an exclusive easement ("Easement") over, across, through and under that certain area within the perimeter boundaries of the Badlands Golf Course Property . . . ("Easement Area") for the purposes of installing landscaping, plant materials, sprinkler systems and other systems and equipment incident to the maintenance, use and operation of the Easement Area ("Easement Area Improvements") for the purposes stated herein. The Easement Area is appurtenant to the Lot described in **Exhibit "B"** hereto (the "Benefited Lot"), granted for the benefit of the Owners thereof and shall pass with the title to the Benefited Lot. . . ."

"Benefitted Lot": Residential Lot described above.



**LAS VEGAS VALLEY
WATER DISTRICT**

1001 South Valley View Boulevard
Las Vegas, NV 89154
(702) 866-2611 • Fax: (702) 866-2612

August 1, 2017

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

Dear Councilman Seroka:

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

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

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

Sincerely,

Julie A. Wilcox
Deputy General Manager, Administration

Submitted at City Council

Date 8/2/17 Item 53

By: Steve Seroka

002808

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002709

6987

Exhibit 88

June 28, 2016

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

Reasons for Access Points off Hualapai Way and Rampart Blvd.

Dear Mr. Bolanos,

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

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

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

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

Thank you for your consideration.

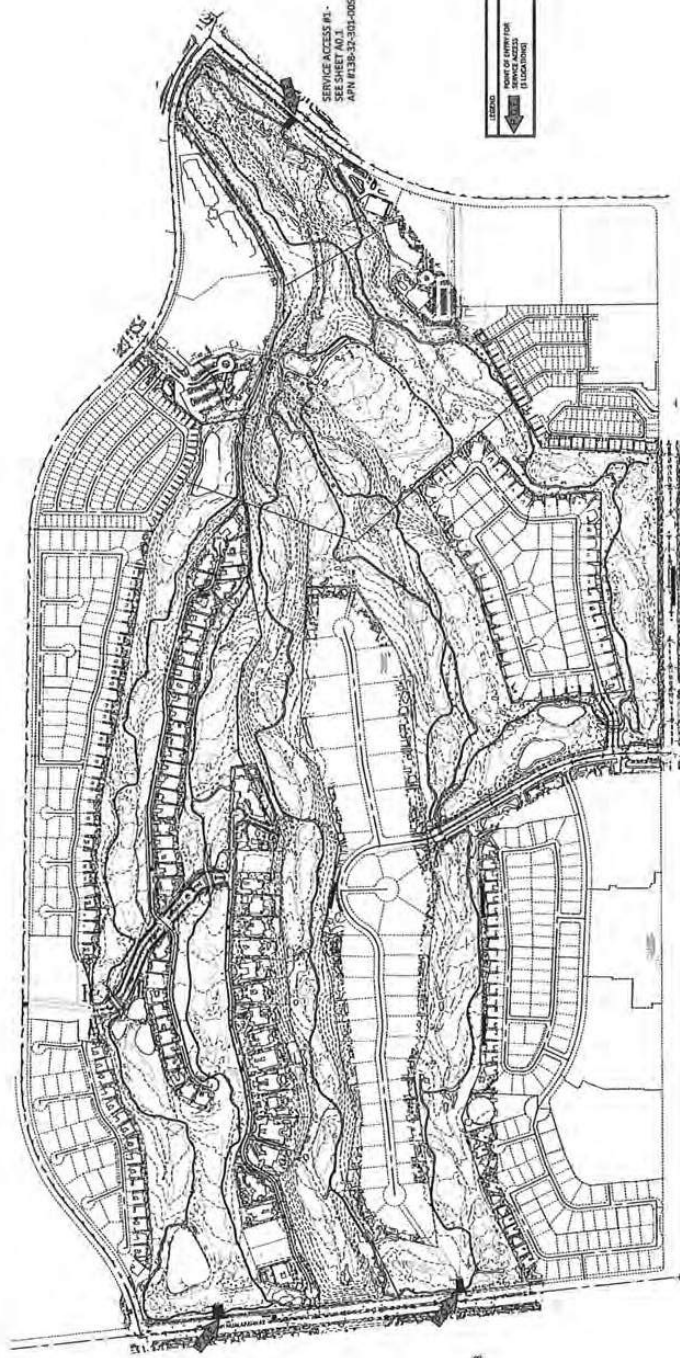
Sincerely yours,



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

SERVICE ACCESS PLAN

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



OVERALL PLAN SERVICE ACCESS

SERVICE ACCESS #2 -
SEE SHEET A0.2
APN #138-31-201-005

SERVICE ACCESS #3 -
SEE SHEET A0.3
APN #138-31-702-008

CONTRACTOR:
LEVEL CM
1216 S. FORT APOACHE RD SUITE #150
LAS VEGAS, NV 89117
PH: 702-840-6930

SEVENTY ACRES LLC
and
180 LAND CO. LLC

No. _____
Description _____
Date _____

PROJECT NAME
SERVICE
ACCESS
PLAN

PROJECT NO.

ISSUE DATE

2017-06-29

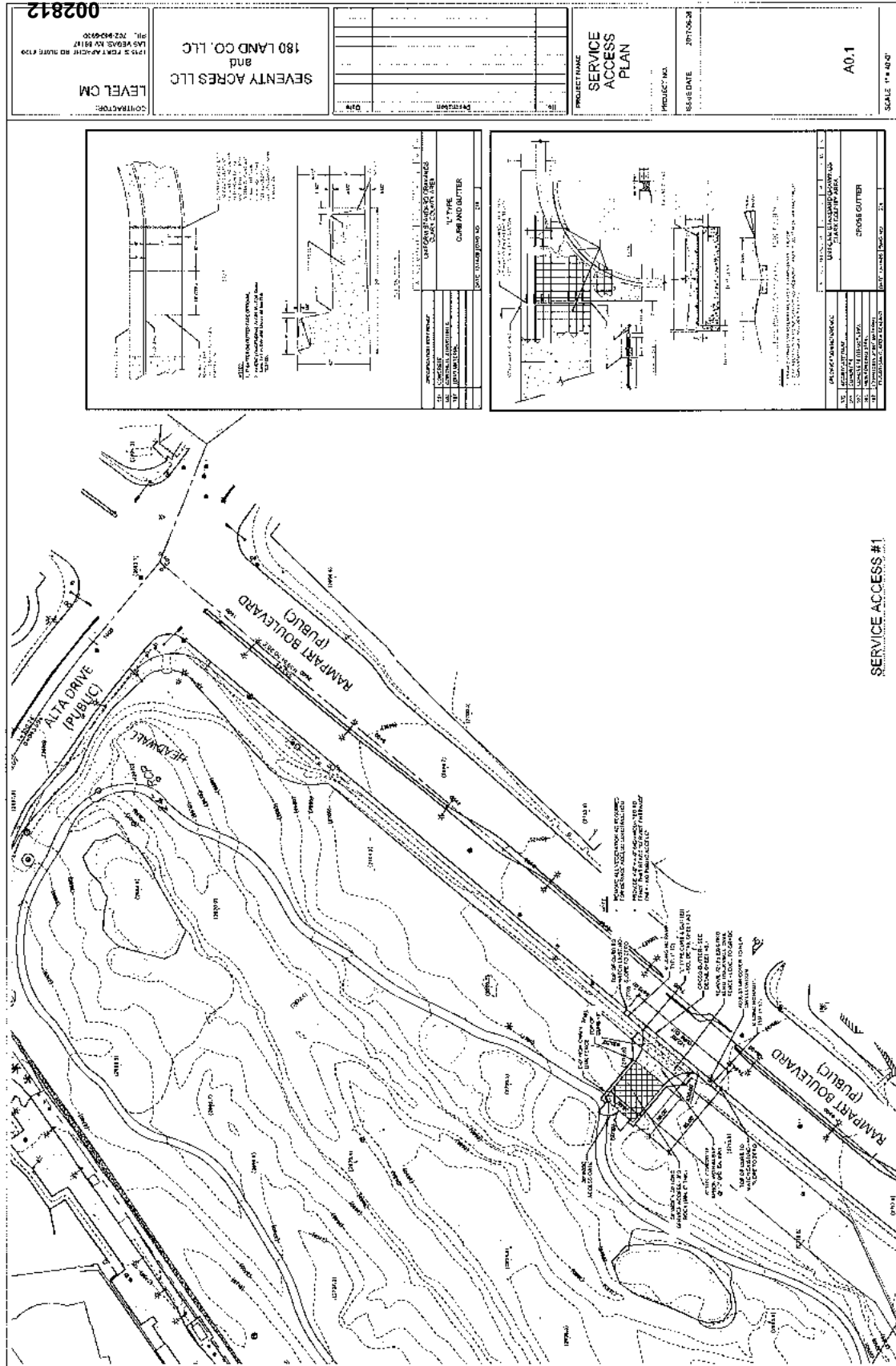
A0.0

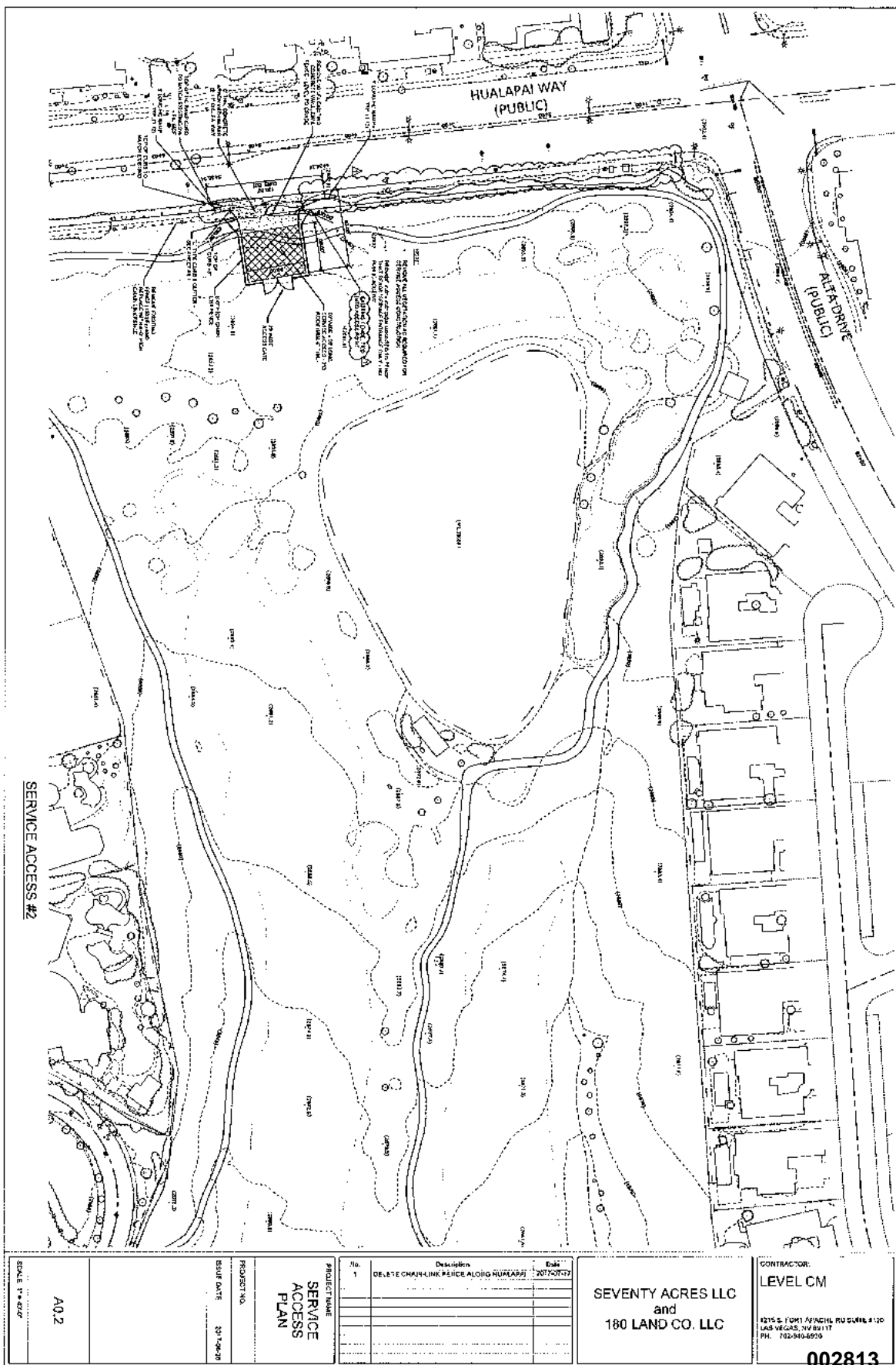
SCALE: 1"=384'-0"

002811

LO 00002360

6990





LO 00002362

6992

002815
LO 00002364
6994

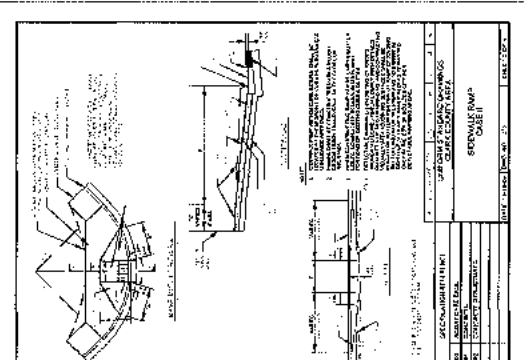
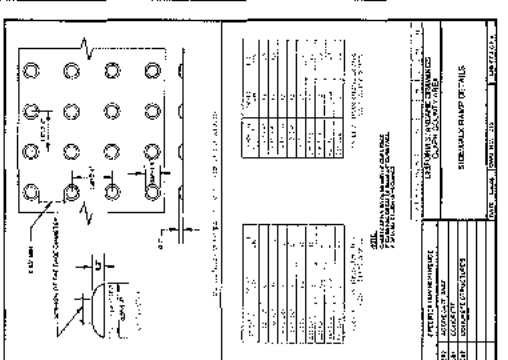
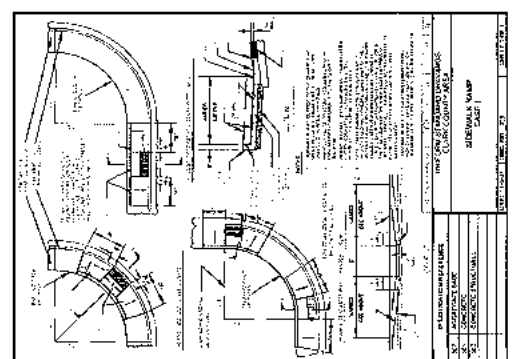
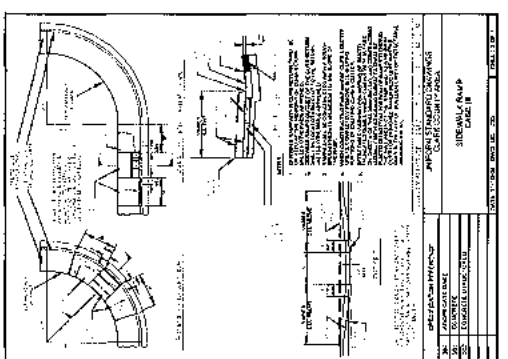
SEVENTY ACRES LLC and 180 LAND CO. LLC		LEVEL CM		1215 S. FRONT AVENUE, ROUTE #120 LAKE WILCOX, WY 82417 TEL: 304-653-0100	
PROJECT NAME SERVICE ACCESS PLAN		PROJECT NO.		ISSUE DATE	
ISSUE DATE		ISSUE DATE		ISSUE DATE	
SCALE 1" = 40'-0"		SCALE 1" = 40'-0"		SCALE 1" = 40'-0"	
DETAILS					
					
					
					
					

Exhibit 89



City Manager
Carolyn G. Goodman
Mayor

Lois Tarkanian
Mayor Pro Tem

Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Steven G. Seroka
Michele Fiore

City Manager
Scott D. Adams
City Manager

VIA CERTIFIED MAIL

August 24, 2017

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

Re: L17-00198

Dear Ms. Dehart:

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

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

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

Thank you.

Robert Summerfield, AICP
Acting Director
Department of Planning

RS:me

COPY

DEPARTMENT OF PLANNING

333 N. Rancho Drive | 3rd Floor | Las Vegas, NV 89106 | 702.229.6301 | FAX 702.474.0352 | TTY 711

002816

LO 00002365

6996

Exhibit 90

19.16.100 Site Development Plan Review

A. Purpose

The purpose of the Site Development Plan Review process is to ensure that each development:

1. Is consistent with the General Plan, this Title and other regulations, plans and policies of the City;
2. Contributes to the long term attractiveness of the City;
3. Contributes to the economic vitality of the community by ensuring compatibility of development throughout the community; and
4. Contributes to the public safety, health and general welfare.

B. Applicability

1. **Site Development Plan Review Required.** Except as otherwise provided in this Subsection (B), a Site Development Plan Review is required for all development in the City.
2. **Exemptions.** Except where the City Council or Planning Commission has specifically reserved the right of review through a prior action, the following activities and improvements do not require a Site Development Plan Review:
 - a. Demolition of a structure;
 - b. Normal repairs and maintenance of an existing building or structure; and
 - c. Activities and Improvements undertaken in conjunction with a Temporary Commercial Permit or a special event permit issued under LVMC Chapter 12.02.
3. **Certain Conversions.** The conversion of any development from multi-family or apartment development to condominium or co-op status shall require a Site Development Plan Review.

(Ord. 6196 §6, 05/16/12)

C. Authority

1. The Director shall have the authority to:
 - a. Determine whether an activity or improvement is exempt under Paragraph (2) of Subsection (B) of this Section;
 - b. Determine whether a Site Development Plan will be subject to a major review or a minor review under this Section; and
 - c. Approve or deny any Site Development Plan which requires a minor review; provided, however, that final approval authority shall rest with:
 - i. The Planning Commission, if the Commission specifically has reserved the right, through prior action, to review and maintain approval authority of any Site Development Plan; or
 - ii. The City Council, if the Council specifically has reserved the right, through prior action, to review and maintain approval authority of any Site Development Plan, or if a member of the City Council requests a review pursuant to this Section.
2. In approving a Site Development Plan, the Director, or if applicable, the Planning Commission or City Council, may impose conditions deemed necessary to ensure the orderly development of the site.

D. Design Standards

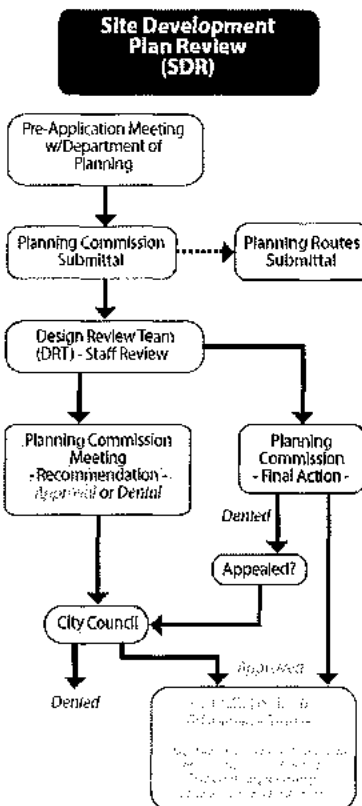
All required Site Development Plans shall meet or exceed the minimum standards established in this Title. In addition, the City may adopt policy documents as a resource for acceptable standards and design solutions. To the extent that such documents establish minimum requirements and standards and are formally adopted by the City Council, Site Development Plans must comply with those documents.

E. Criteria for Review of Site Development Plans

The review of Site Development Plans is intended to ensure that:

1. The proposed development is compatible with adjacent development and development in the area;
2. The proposed development is consistent with the General Plan, this Title and other duly-adopted City plans, policies and standards;
3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;
4. Building and landscape materials are appropriate for the area and for the City;

Site Development Plan Review 19.16.100 Typical Review Process



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;
 6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.
- F. Minor Review of Site Development Plans**
1. **Minor Review Decisions.** Site Development Plans requiring Minor Reviews may be approved administratively by the Director. Minor Reviews include without limitation:
 - a. Alterations which affect the external dimensions of an existing building or structure that complies with all applicable requirements of this Title and with any previous conditions or discretionary approval.
 - b. New commercial or industrial construction that complies with all applicable requirements of this Title.
 - c. New residential construction that complies with all applicable requirements of this Title and is not part of a sequential application for additional units.
 - d. Live/Work units which comply with the provisions of LVMC 19.10.170, all other applicable requirements of this Title, and any previous conditions or discretionary approvals.
 - e. Development-type conversions of any of the following, where the conversion complies with all applicable requirements of this Title:
 - i. Residential to commercial;
 - ii. Commercial to residential; or
 - iii. Multi-family or apartments to condominium or co-op.
 2. **Minor Review Process.** A Minor Development Review is initiated by the submittal of a Site Development Plan Review application or an application for a Building Permit.
 - a. **Building Permit Level Review.** Minor Site Development Plans for the construction types listed in this Subparagraph (a) shall be submitted and reviewed as part of a building permit application. Issuance of a building permit shall constitute approval of the Minor Review and no further action is required. The construction types eligible for such treatment are the following:
 - i. Single family dwelling units, duplex dwelling units or multi-family residential development not exceeding four units;
 - ii. Residential accessory buildings;
 - iii. On-site signs, walls and fences;
 - iv. Sculptures, fountains and other similar improvements;
 - v. Patio covers, carports, and commercial shade structures;
 - vi. Wireless communication facilities, antennas, satellite dishes, solar panels and small wind energy systems;
 - vii. Alterations which do not affect the external dimensions of an existing building or structure;
 - viii. Alterations which will result in a change of use or type of occupancy within part or all of an existing building or structure; and
 - ix. Alterations which affect the external dimensions of an existing building or structure, but do not increase the net floor area as defined by Chapter 19.18.
 - b. **Regular Planning Application Level Review.** Minor Site Development Plans for development that is not listed in Subparagraph (a) of this Paragraph (2) shall be submitted as part of a Minor Site Development Plan Review application.
 3. **Review by City Council.** Except as otherwise provided by this Paragraph (3), the administrative approval of a Site Development Plan pursuant to this Subsection (F) shall be final action unless, no later than 10 days following the approval, a member of the City Council files with the Director a written request for the Site Development Plan to be reviewed pursuant to the Major Review Process. In the event such a request is filed, the Site Development Plan shall be subject to the Major Review Process set forth in Paragraph (2) of Subsection (G) of this Section. Such a review may require the payment of a notification fee prior to a public hearing. The provisions of this Paragraph (3) shall not apply to building permit level reviews described in Paragraph 2(a) of this Subsection (f).

(Ord. 6281 § 6, 10/02/13)

G. Major Review of Site Development Plans

1. **Major Review.** A Site Development Plan shall require a Major Review and a public hearing when it does not qualify for a Minor Review under Subsection (F) of this Section. In addition, a Major Review is required if:
 - a. The Planning Commission or City Council, through prior action, has determined that the proposed project or improvement shall be processed as a Major Review; or
 - b. The Director determines that the proposed development could significantly impact the land uses on the site or on surrounding properties.
2. **Major Review Process**
 - a. **Application.** A pre-application conference pursuant to LVMC 19.16.010(B)(3) is required prior to submitting an application for a Major Development Review. A Site Development Plan requiring a Major Development Review shall be filed with the Department. The application shall be signed and notarized:
 - i. By the owner of the property, where the development is to be undertaken by the owner or the owner's authorized agent; or

- ii. By a prospective purchaser of the property, where the property is owned by the State of Nevada or the United States of America and the prospective purchaser has:

- A) Entered into a contract with the governmental entity to obtain ownership of the property;
- B) Provided to the Department a letter from the governmental entity indicating that it consents to the filing of the application and agrees to be bound by the application; or
- C) Provided to the Department a letter from the governmental entity indicating that it has no objection to the filing of the application.

In the case of an application that is supported by a letter of no objection under Subparagraph (a)(ii)(C) of this Paragraph (2), the applicant shall acknowledge in writing by means of a form provided by the Department or in a form acceptable to the City Attorney, that the processing of the application is done as an accommodation only; that the application, the results thereof, and any entitlements related thereto are dependent upon the applicant's obtaining an enforceable contractual interest in the property; and that the applicant assumes the risk of proceeding without any assurance that approval of the application will lead to an ability to implement the approval.

- b. **Drawings and Plans Required.** Plans describing the proposed development of the property shall be submitted as required by the Director. Complete working drawings are not necessary; however, proposed structures (including building elevations), streets, driveways and access points, sight visibility restriction zones (as described in LVMC 19.02.190), on-site circulation and parking, walls, landscaping, building materials, dumpster locations and other improvements must be shown. Preliminary drawings must contain sufficient information to permit the determination of compliance with good planning practices, applicable standards and ordinances. Floor plans are not normally required. For any development site where twenty percent or more of the aggregate site has a slope of natural grade above four percent, a cross section must be submitted. Each cross section must extend a minimum of one hundred feet beyond the limits of the project at each property line, showing the location and finish floor elevations of adjacent structures; the maximum grade differentials; and the elevations of existing and proposed conditions.
- c. **Circulation to Departments.** After an application has been determined complete, it shall be forwarded to interested City Departments for their respective comments, recommendations and requirements.
- d. **Planning Commission Notice and Hearing.** After interested City Departments have had the opportunity for comment and the Department has conducted its review, each application for Major Review shall be presented to the Planning Commission. Notice of the time, place and purpose of the hearing must be given at least ten days before the hearing by:
 - i. Publishing the notice in a newspaper of general circulation within the City;
 - ii. Mailing a copy of the notice to:
 - A) The applicant;
 - B) Each owner of real property located within a minimum of one thousand feet of the property described in the application;
 - C) Each tenant of any mobile home park that is located within one thousand feet of the property described in the application;
 - D) The owner of each of the thirty separately-owner parcels nearest to the property described in the application to the extent this notice does not duplicate the notice otherwise required by this Subparagraph (d);
 - E) Any advisory board which has been established for the affected area by the City Council; and
 - F) The president or head of any registered local neighborhood organization whose organization boundaries are located within a minimum of one mile of the property described in the application.
- e. **Planning Commission Decision.** In making its final decision, the Planning Commission shall consider the recommendation of the City Departments, the evidence presented at the hearing and the criteria set forth in Subsection (E) of this Section 19.16.100. The Planning Commission may approve, approve with conditions, or deny an application for a Major Review. All actions by the Planning Commission are final unless:
 - i. An appeal is filed by the applicant in accordance with Subparagraph (f) below;
 - ii. Otherwise required by prior action of the City Council; or
 - iii. In the case of Planning Commission approval, a member of the City Council files with the City Clerk, within 10 days following the approval, a written request for the Council to review the approval.
- f. **Appeal of Planning Commission Action.** If the applicant is aggrieved by the Planning Commission's denial of an application, or by any condition imposed upon an approval, the applicant may appeal the decision to the City Council by written request. In the case of an approval, an appeal may be filed by any property owner within the area of notification for the Planning Commission hearing, as well as by anyone who appeared, either in person, through an authorized representative or in writing, before the Planning Commission regarding the application. Any appeal must be filed in the Office of the City Clerk within ten days after the Planning Commission's action. Pursuant to LVMC 19.16.010(C), the City Council may establish one or more fees to be paid in connection with the filing of an appeal under this Subparagraph (f), and the amount of any fee so established shall be as set forth in the Fee Schedule.
- g. **City Council Notice and Hearing.** All Major Reviews requiring review by the City Council shall be forwarded to the Office of the City Clerk and shall be placed on the next available City Council agenda for hearing. The City Clerk shall mail written notice of the Council hearing, at least ten days before the hearing, to the property owners who

were notified by mail of the Planning Commission hearing, or to the current owners of record in case of properties whose ownership has changed in the interim.

- h. **City Council Decision.** In making its final decision, the City Council shall consider the recommendation of the City Departments and the Planning Commission, the evidence presented at the hearing and the criteria set forth in Subsection (E) of this Section 19.16.100. The City Council may approve, approve with conditions, or deny an application for a Major Review. All actions by the City Council are final. Written notice of the decision shall be provided to the applicant, agent or both. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

i. Amendment to an Approved Site Development Plan

After a Site Development Plan has been approved, any request to amend the approved Plan shall be submitted to the Department. Upon receipt of an amendment request, the Director shall determine if the amendment is to be processed under the Minor Review process set forth in Subsection (F) or under the Major Review process set forth in Subsection (G), taking into account the factors and considerations set forth in those subsections.

l. Revocation or Modification

1. **Notice.** The authority responsible for the final approval of a Site Development Plan may hold a hearing to revoke or modify an approved Site Development Plan. In cases where the Director was the approval authority, the Director may issue a written notice of hearing concerning a possible revocation or modification of the Plan, or may refer the item to the Planning Commission. At least ten days prior to any hearing, written notice of the hearing shall be delivered to the owner, developer, or both. Notice may be delivered in person or by certified mail, return receipt requested, to the address shown in the records of the Clark County Assessor.
2. **Grounds.** A Site Development Plan approval may be revoked or modified by the reviewing authority for cause, including a finding of one or more of the following:
 - a. That the Site Development Plan approval was obtained by misrepresentation or fraud;
 - b. That the development is not in compliance with one or more of the conditions of approval;
 - c. That the development is in violation of any State or local law, ordinance or regulation; or
 - d. That the time limits specified in Paragraph (1) of Subsection (K) have expired.
3. **Notice of Decision.** Written notice of the decision shall be provided to the owner, developer or agent. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

(Ord. 6297 § 2, 02/05/14)

J. Expiration

A Site Development Plan which is not exercised within the approval period shall be void, unless an extension of time is granted upon a showing of good cause. An extension of time may be granted only if application therefor is made prior to the expiration of the approval period. For purposes of this Subsection (J):

1. The "approval period" for a Site Development Plan is the time period specified in the approval, if one is specified, and is two years otherwise.
2. A Site Development Plan is exercised upon the issuance of a building permit for the principal structure on the site or, in the case of a residential subdivision, upon the recordation of a final subdivision map.

K. Concurrent Approvals - Temporary Development

At the discretion of the City Council, a Site Development Plan may be approved, concurrent with other development approval, to allow a temporary development to be constructed without expunging or invalidating an active, unexpired Site Development Plan, Special Use Permit or associated approval(s). For purposes of this Subsection, "temporary development" means development that is distinct from the long-term development otherwise approved for the site and is intended as an interim use of the site for a limited period of time. Any such concurrent approval for temporary development is subject to the following requirements and limitations:

1. Approval for a temporary development may be for a period not to exceed three years, except as may be extended by means of one Extension of Time for a period not to exceed three years. A request for Extension of Time shall be by means of an application for Extension of Time pursuant to Section 19.16.260, and shall be subject to review and approval by the City Council.
2. No more than one temporary development may be approved for a particular site at any one time.
3. At the conclusion of the time period specified in Paragraph (1) above, including any approved Extension of Time, the developer must agree to abandon the temporary development in favor of the initial, unexpired Site Development Plan approval. Otherwise, the original entitlements are subject to revocation as provided for under Subsection (I) of this Section, and the temporary development shall become the entitled development for the site. Notwithstanding the preceding sentence, if an approval for temporary development under this Subsection (K) included any deviations from standards, including exceptions, waivers, or variances, the developer will be required to resubmit to the entitlement process for approval of the temporary development as the long-term development for the site. This requirement is in recognition of the possibility that 1) the rationale for seeking and granting such deviations may have been that the development was intended to be temporary only and 2) as a result, such deviations might not have been granted otherwise.

(Ord. 6297 § 3, 02/05/14)

(Ord. 6486 § 3 to 8, 12/16/15)

Exhibit 91



DEPARTMENT OF BUILDING & SAFETY

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

333 North Rancho Drive, Las Vegas NV 89106-3703

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

DATE: 8/10/17

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

PROJECT ADDRESS: 721 S. Rampart Blvd

OWNERS NAME: 180 Land Co LLC

PROJECT/BUSINESS NAME: Badlands Golf Course Pond

RECORDED SUBDIVISION: Parcel Map File 121 Page 100

CONTRACTOR: American Fence Co

APPLICANT SIGNATURE: _____

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

☒ COMMERCIAL ☐ SINGLE FAMILY RESIDENCE CONTRACTOR LICENSE # 0037023 & 0037024☒ NEW WALL/FENCE☐ ADDING COURSES TO EXISTING (ENGINEERING REQUIRED)☐ SNBO CLV DESIGN "MASONRY FENCES" (B-100) ☐ ENGINEERED DESIGN "MASONRY WALL"

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

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

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

☒ CHAIN LINK☐ CONCRETE☐ ORNAMENTAL IRON☐ SOLID WOOD☐ WOOD PICKET☐ OTHER (DESCRIPTION) _____

FRONT		REAR		RETURN		RIGHT SIDE		LEFT SIDE	
LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT	LENGTH	HEIGHT
155'	6'								

PERMIT FEES \$ _____

Revised 02/05/09, 07/14/11, 02/26/2015

jk: Wall Application Single Lot

002822

LO 00002345

7004

Southern Nevada GIS - OpenWeb Info Mapper



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

**Property
Information**

Parcel:	138-31-702-004
Owner Name(s):	180 LAND CO L L C
Site Address:	
Jurisdiction:	Las Vegas - 89145
Zoning Classification:	Residential Planned Deveopment District (R-PD7)

Misc Information

Subdivision Name:	PARCEL MAP FILE 121 PAGE 100		
Lot Block:	Lot:4 Block:	Construction Year:	Construction Year:
Sale Date:	Not Available	T-R-S:	20-60-31
Sale Price:	Not Available	Census Tract:	3226
Recorded Doc Number:	20151116 00000238	Estimated Lot Size:	Estimated Lot Size: 33.8
Flight Date:	Aerial Flight Date: 03/19/2016		

Elected Officials

Commission District:	C - LARRY BROWN (D)	City Ward:	2 - STEVE SEROKA
US Senate:	Dean Heller, Catherine Cortez-Masto	US Congress:	3 - JACKY ROSEN (D)
State Senate:	8 - PATRICIA FARLEY (N)	State Assembly:	2 - JOHN HAMBRICK (R)
School District:	E - LOLA BROOKS	University Regent:	7 - MARK DOUBRAVA
Board of Education:	3 - FELICIA ORTIZ	Minor Civil Division:	Las Vegas

<http://gisgate.co.clark.nv.us/gismoreports/printmap.aspx?mapnumber=1376683&>

8/9/2017

002823 LO 00002346

7005

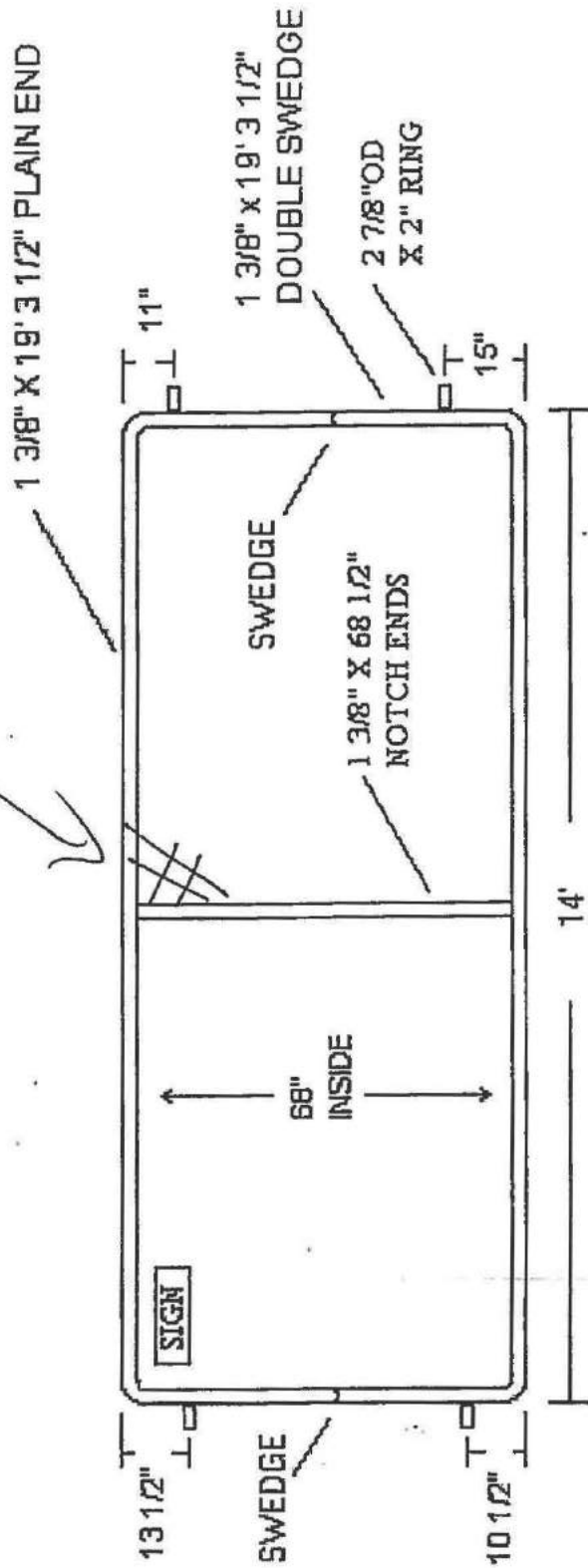


002824 LO 00002347

7006

CLANK / LINK
2 3/8" DIAMOND / OPENINGS

RAF PANELS - BENT CORNERS



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



VIA CERTIFIED MAIL

August 24, 2017

Las Vegas
City Council
Carolyn G. Goodman
Mayor

Lois Tarkanian
Mayor Pro Tem

Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Steven G. Seroka
Michele Fiore

City of Las Vegas
City Manager
Scott D. Adams
City Manager

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

Re: C17-01047

Dear Ms. Peters:

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

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

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

Thank you.

Robert Summerfield, AICP
Acting Director
Department of Planning

RS:me

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

COPY

DEPARTMENT OF PLANNING

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

002826

LO 00002349

7008



City of Las Vegas Development Services

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

Project Name: BADLANDS GOLF COURSE POND

Project Information

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

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

09/01/2017 8.52.10 AM

Page 1 of 3

002827 LO 00002350
7009



City of Las Vegas Development Services

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

Project Name: BADLANDS GOLF COURSE POND

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

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



City of Las Vegas Development Services

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

Project Name: BADLANDS GOLF COURSE POND

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

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

Exhibit 92



VIA CERTIFIED MAIL

August 24, 2017

Las Vegas
City Council
Carolyn G. Goodman
Mayor

Lois Tarkanian
Mayor Pro Tem
Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Steven G. Seroka
Michele Fiore

City Manager
Scott D. Adams
City Manager

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

Re: C17-01047

Dear Ms. Peters:

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

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

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

Thank you.

Robert Summerfield, AICP
Acting Director
Department of Planning

RS:me

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

DEPARTMENT OF PLANNING

1333 N. Rancho Drive | 3rd Floor | Las Vegas, NV 89106 | 702.229.6301 | FAX 702.474.0352 | TTY 711

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Exhibit 93



June 28, 2017

**LAS VEGAS
CITY COUNCIL**

Carolyn G. Goodman
Mayor

Steven D. Ross
Mayor Pro Tem

Lois Tarkanian
Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Bob Beers

Elizabeth N. Fretwell
City Manager

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

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

Dear Mr. Lowie:

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

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

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

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

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

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



002831



7015



June 28, 2017

**LAS VEGAS
CITY COUNCIL**

Carolyn G. Goodman
Mayor

Steven D. Ross
Mayor Pro Tem

Lois Tarkanian
Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Bob Beers

Elizabeth N. Fretwell
City Manager

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

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

Dear Mr. Lowie:

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

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

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

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

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

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

cityoflasvegas
lasvegasnevada.gov

002832



7016



June 28, 2017

**LAS VEGAS
CITY COUNCIL**

Carolyn G. Goodman
Mayor

Steven D. Ross
Mayor Pro Tem

Lois Tarkanian
Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Bob Beers

Elizabeth N. Fretwell
City Manager

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

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

Dear Mr. Lowie:

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

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

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

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

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



cityoflasvegas
lasvegasnevada.gov

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

002833



7017



June 28, 2017

**LAS VEGAS
CITY COUNCIL**

Carolyn G. Goodman
Mayor

Steven D. Ross
Mayor Pro Tem

Lois Tarkanian
Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Bob Beers

Elizabeth N. Fretwell
City Manager

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

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

Dear Mr. Lowie:

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

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

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

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

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



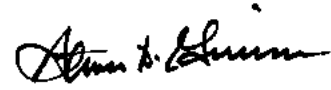
cc: Ms. Cindie Gee
GCW, Inc.
1555 South Rainbow Boulevard
Las Vegas, Nevada 89146

002834



7018

Exhibit 94



CLERK OF THE COURT

1 **DECL**

2 James J. Jimmerson, Esq.
3 Nevada State Bar No. 00264
4 **JIMMERSON LAW FIRM, P.C.**
5 415 South 6th Street, Suite 100
6 Las Vegas, Nevada 89101
7 Telephone: (702) 388-7171
8 Facsimile: (702) 380-6422
9 Email: jjj@jimmersonlawfirm.com
10 *Attorneys for Fore Stars, Ltd.,*
11 *180 Land Co., LLC and*
12 *Seventy Acres, LLC*

7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

9 JACK B. BINION, an individual; DUNCAN R.
10 and IRENE LEE, individuals and Trustees of the
11 LEE FAMILY TRUST; FRANK A. SCHRECK,
12 an individual; TURNER INVESTMENTS,
13 LTD., a Nevada Limited Liability Company;
14 ROGER P. and CAROL YN G. WAGNER,
15 individuals and Trustees of the WAGNER
16 FAMILY TRUST; BETTY ENGLESTAD AS
17 TRUSTEE OF THE BETTY ENGLESTAD
18 TRUST; PYRAMID LAKE HOLDINGS, LLC.;
19 JASON AND SHEREEN AWAD AS
20 TRUSTEES OF THE AWAD ASSET
21 PROTECTION TRUST; THOMAS LOVE AS
22 TRUSTEE OF THE ZENA TRUST; STEVE
23 AND KAREN THOMAS AS TRUSTEES OF
24 THE STEVE AND KAREN THOMAS TRUST;
25 SUSAN SULLIVAN AS TRUSTEE OF THE
26 KENNETH J.SULLIVAN FAMILY TRUST,
27 AND DR. GREGORY BIGLER AND SALLY
28 BIGLER

Plaintiffs,

vs.

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

Defendants.

CASE NO. A-15-729053-B

DEPT. NO. XXVII

Courtroom #3A

DECLARATION OF VICKIE DEHART

DECLARATION OF VICKIE DEHART

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

VICKIE DEHART, declares, alleges and states as follows:

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

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

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


VICKIE DEHART

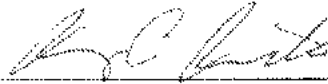
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CERTIFICATE OF SERVICE

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

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

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



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

Exhibit 95

IN THE SUPREME COURT OF THE STATE OF NEVADA

DAVID JOHNSON, AS TRUSTEE OF
THE JOSEPH W. HUNTSMAN 1983
TRUST,
Appellant,

vs.

MCCARRAN INTERNATIONAL
AIRPORT AND CLARK COUNTY, A
POLITICAL SUBDIVISION OF THE
STATE OF NEVADA,
Respondents.

No. 53677

FILED

OCT 19 2010

TRADIE K. LINDEMAN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court order dismissing a complaint pursuant to NRCP 12(b)(5) in an inverse condemnation action. Eighth Judicial District Court, Clark County; Elizabeth Goff Gonzalez, Judge.

In 2008, appellant David Johnson, as Trustee of the Joseph W. Huntsman 1983 Trust, instituted an inverse condemnation action against respondents McCarran International Airport and Clark County, alleging that the height and use restrictions imposed by County Ordinance 1221, adopted in 1990, constituted a taking, entitling him to just compensation and precondemnation damages.¹ The district court ultimately dismissed

¹We note that although Johnson's complaint generally alleged a taking by the "imposition of height and use restrictions," his appeal is based entirely on the airport-related zoning height restrictions imposed by Ordinance 1221 and therefore we confine our discussion to that ordinance, with the caveat that our analysis applies equally to any ordinances adopted before October 1, 1993.

SUPREME COURT
OF
NEVADA

(C) 1972A



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002838

the action with prejudice. Relying on White Pine Lumber v. City of Reno, 106 Nev. 778, 801 P.2d 1370 (1990), the district court determined that the 15-year limitation period for bringing such actions barred Johnson's claim because he instituted this action more than 15 years after the ordinance was adopted.

The primary issue in this appeal is whether the 15-year limitation period, as recognized in White Pine Lumber, bars Johnson's inverse condemnation action.² We note that the Las Vegas Convention and Visitors Authority (LVCVA) submitted an amicus curiae brief in support of respondents. The LVCVA raises two arguments: (1) that Johnson's claim is time-barred and (2) that this court should shorten the 15-year limitation period established in White Pine Lumber.³

²Johnson also argues that respondents are precluded from asserting a statute-of-limitations defense because respondents: (1) violated constitutional principles of procedural due process in enacting Ordinance 1221; (2) denied in previous cases that Ordinance 1221 effectuated a taking and therefore waived or are judicially estopped from asserting such a defense; (3) were required to commence condemnation proceedings in adopting Ordinance 1221; and (4) did not establish title to the property through adverse possession, which Johnson asserts is required under White Pine Lumber. We have considered each of these arguments and conclude that they lack merit; it was appropriate for respondents to raise a statute-of-limitations defense.

³We decline to consider shortening the 15-year limitation period established in White Pine Lumber. Neither party raised this issue below or on appeal, and Johnson did not attempt to distinguish White Pine Lumber or persuade us to overrule it. See, e.g., Coast to Coast Demo. v. Real Equity Pursuit, 126 Nev. ___, ___, 226 P.3d 605, 607 (2010) (issues not litigated in the district court and raised for the first time on appeal need not be considered by this court); see also Potter v. Potter, 121 Nev.

continued on next page . . .

For the reasons set forth below, we conclude that Johnson's contention is without merit. Accordingly, we affirm the order of the district court. As the parties are familiar with the facts, we do not recount them further except as necessary to our disposition.

DISCUSSION

The 15-year limitation period for bringing inverse condemnation actions, as recognized in White Pine Lumber, bars Johnson's taking claim

Johnson argues that the district court erred in determining that his inverse condemnation action was barred by the 15-year limitation period established in White Pine Lumber. He does not attempt to distinguish White Pine Lumber or its applicability to the instant case. Instead, he contends that the 15-year limitations period commenced upon the actual physical invasion of his property's airspace, not upon the enactment of Ordinance 1221.

Standard of review

We review de novo "a district court's dismissal of an action pursuant to NRCP 12(b)(5) for failure to state a claim[] [and] regard all factual allegations in the complaint as true and draw all inferences in favor of the nonmoving party." Stockmeier v. State, Dep't of Corrections, 124 Nev. 313, 316, 183 P.3d 133, 135 (2008). "Dismissal is proper where the allegations are insufficient to establish the elements of a claim for

... continued

613, 619 n.16, 119 P.3d 1246, 1250 n.16 (2005) (declining to review amicus curiae arguments where they pertained to issues not raised in context of appeal). We note, however, that should the issue come properly before us, it may warrant consideration.



relief.” Id. (quoting Hampe v. Foote, 118 Nev. 405, 408, 47 P.3d 438, 439 (2002), overruled in part on other grounds by Buzz Stew, LLC v. City of N. Las Vegas, 124 Nev. 224, 181 P.3d 670 (2008)). “A court [may] dismiss a complaint for failure to state a claim upon which relief can be granted if the action is barred by the statute of limitations.” Bemis v. Estate of Bemis, 114 Nev. 1021, 1024, 967 P.2d 437, 439 (1998).

The 15-year limitation period

To determine when a limitations period commences, we look at the day the cause of action accrued. Clark v. Robison, 113 Nev. 949, 951, 944 P.2d 788, 789 (1997). “[A] cause of action accrues when the wrong occurs and a party sustains injuries for which relief could be sought.” Petersen v. Bruen, 106 Nev. 271, 274, 792 P.2d 18, 20 (1990). The applicable limitations period in inverse condemnation actions is 15 years. White Pine Lumber, 106 Nev. at 780, 801 P.2d at 1371-72.

We now turn to a discussion of when the 15-year limitations period commenced in this case. Our opinion in McCarran International Airport v. Sisolak, 122 Nev. 645, 137 P.3d 1110 (2006), is controlling. In Sisolak, the plaintiff brought an inverse condemnation action against Clark County and McCarran International Airport, arguing that Ordinance 1221 and Ordinance 1599 effectuated a per se regulatory taking of the airspace above his property, in violation of the United States and Nevada Constitutions. Id. at 654, 137 P.3d at 1116. The district court determined that the ordinances effectuated a per se taking, and the plaintiff was awarded just compensation pursuant to a jury trial. Id. at 656-57, 137 P.3d at 1117-18. Clark County and McCarran International Airport appealed, raising three primary issues: (1) “whether [the plaintiff] had a valid property interest in the airspace over his property”; (2)

whether the ordinances effectuated a regulatory per se taking of the plaintiff's airspace; and (3) "whether the district court abused its discretion during trial and post-trial proceedings relating to [its] award of just compensation, attorney fees and costs, and prejudgment interest." Id. at 657, 137 P.3d at 1118-19.

On appeal, we concluded that the ordinances effectuated a per se regulatory taking because they "authorize[d] the permanent physical invasion of . . . airspace" by aircraft and "compel[led] landowner acquiescence" to that invasion. Id. at 666, 137 P.3d at 1124. In reaching that conclusion, we explained that the property owner did not have to prove low and frequent overflights of its property to establish the taking because the case involved regulation of property through airport height restriction ordinances. Id. at 664-65, 137 P.3d at 1123-24. In addressing the district court's award of prejudgment interest, we recognized that "[w]here the market value of the property is not paid contemporaneously with the taking, [an] owner is entitled to interest for the delay in payment from the date of the taking until the date of the payment." Id. at 675, 137 P.3d at 1130 (emphasis added) (first alteration in original) (quoting County of Clark v. Alper, 100 Nev. 382, 392, 685 P.2d 943, 950 (1984)). Accordingly, we concluded that the district court acted within its discretion when it awarded prejudgment interest from the date the County passed Ordinance 1221. Id.

Sisolak clearly dictates that in this case the 15-year limitations period commenced the date that Ordinance 1221 was adopted and not upon the actual physical invasion of Johnson's airspace. Under Sisolak, the enactment of Ordinance 1221 in itself effectuated the taking and consequently, proof of low and frequent overflights was not necessary

to establish the taking. Therefore, in 1990, the year that Ordinance 1221 was adopted, Johnson sustained an injury for which he could have sought relief and the limitations period began to run. Further, because the property owner in Sisolak did not have to prove low and frequent overflights to establish the taking, whether aircraft began to overfly Johnson's property at altitudes below 500 feet in 1997, as he contends, is inconsequential to the issue of when the statute of limitations commenced.

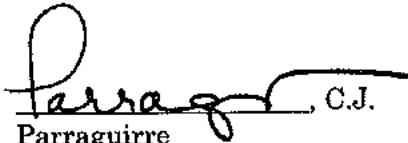
Moreover, our approval of the district court's award of prejudgment interest in Sisolak supports the determination that the 15-year limitations period commenced upon the enactment of Ordinance 1221. In Sisolak, we approved the district court's award of prejudgment interest from the date Clark County passed Ordinance 1221 because the property owner was entitled prejudgment interest from the date of the taking until the date of payment. Thus, we recognized that the date of the taking in Sisolak was the date on which Clark County passed Ordinance 1221. Accordingly, in 1990, the year Ordinance 1221 was adopted, Johnson sustained an injury for which he could have sought relief and the limitations period began to run.

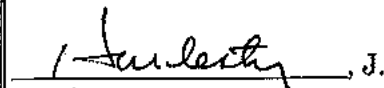
Because the statute of limitations began to run in 1990 and Johnson did not file his complaint until 2008, the 15-year limitations period established in White Pine Lumber had expired when he filed the


complaint, and the district court properly determined that Johnson's claims were time-barred.⁴

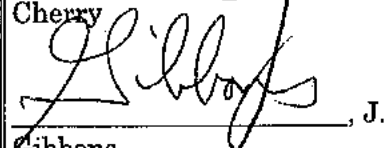
For the reasons set forth above, we

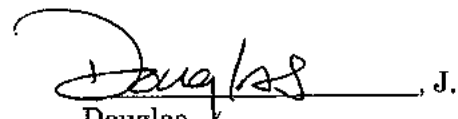
ORDER the judgment of the district court AFFIRMED.

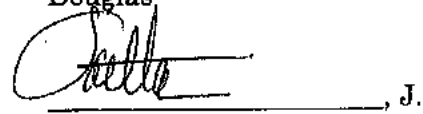

Parraguirre, C.J.

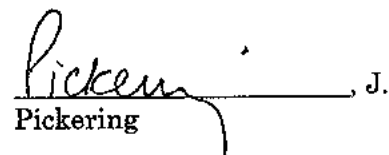

Hardesty, J.


Cherry, J.


Gibbons, J.


Douglas, J.


Saitta, J.


Pickering, J.

⁴Johnson also asserts that he has stated a claim for precondemnation damages. "To support a claim for precondemnation damages, the landowner must first allege facts showing an official action by the [would be] condemnor amounting to an announcement of intent to condemn." Buzz Stew, LLC v. City of N. Las Vegas, 124 Nev. 224, 229, 181 P.3d 670, 673 (2008) (alteration in original) (internal quotations omitted). Johnson's precondemnation claim clearly fails as a matter of law because the prerequisite to this claim—an announcement of an intent to condemn—is indisputably absent here, where the County enacted Ordinance 1221 without condemning the subject airspace.

cc: Hon. Elizabeth Goff Gonzalez, District Judge
Eighth District Court Clerk
Brownstein Hyatt Farber Schreck, LLP
Clark County District Attorney/Civil Division
John Peter Lee Ltd.
Jones Vargas/Las Vegas
Molo Lamken LLP
Pisanelli Bice, PLLC

Exhibit 96

De Facto Taking Case Law From State and Federal Jurisdictions

Clay County Realty Co. v. City of Gladstone, 254 S.W.3d 859 (Mo. 2008) (“governmental action short of acquisition or occupancy may constitute a constructive or de facto taking.” (citing Garland, Inc. v. City of St. Louis, 596 F.2d 784, 787 (8th Cir.1979))), for the rule that “physical invasion or appropriation of the property” is not essential to a claim of de facto condemnation; stating that “[t]o constitute a taking ... it is sufficient if the action by the government involves a *direct interference with or disturbance of property rights*.” Id., at 787)); Merkur Steel Supply, Inc. v. City of Detroit, 680 N.W.2d 485 (Mich.App. 2004) (“a de facto taking can occur without an actual physical taking of the property. In terms of a de facto taking, the form, intensity, and the deliberateness of the government actions toward the property must be examined. All actions by the city, in the aggregate, must be analyzed.” Id., at 496); Serio v. Baltimore County, 863 A.2d 952 (Md. 2004) (“Whenever a property owner is *deprived of the beneficial use of his property or restraints are imposed* that materially affect the property's value, without legal process or compensation, the owner is deprived of his property within the meaning of [the Maryland Constitution]. Id., at 967); VanWulfen v. Montmorency County, 345 F.Supp.2d 730 (E.D. Mich. 2004) (when the State imposes a regulation that *deprives private property of some or all of its economic value*, a taking has occurred for which just compensation must be paid.) (citing Anderson v. Charter Twp. of Ypsilanti, 266 F.3d 487, 493-94 (6th Cir.2001)); Lehigh-Northampton Airport Auth. v. WBF Assoc., L.P., 728 A.2d 981 (Comm. Ct. Penn. 1999) (de facto taking where owner *deprived of use and enjoyment of property or subjected to loss of property* resulting from prospect of future condemnation. Id., at 985-86); Citino v.

Redevelopment Agency of City of Hartford, 721 A.2d 1197, *overruled on other grounds*, (Conn.App. 1998) (For inverse condemnation to occur, property does not have to be appropriated by governmental action to the extent that no value remains. It is sufficient if *use of property is severely restricted and its profitability greatly reduced* as a result of the action of the government.” *Id.*, at 1208); City of Sioux Falls v. Kelley, 513 N.W.2d 97 (S.D. 1994) (concurrence and dissent of Circuit Judge Steele) (when a governmental authority *substantially interferes with the property interests* of the owner prior to initiating formal condemnation proceedings, a taking may occur at that time.); Robinson v. City of Ashdown, 783 S.W.2d 53 (Ark. 1990) (when a municipality acts in a manner which “*substantially diminishes the value of a landowner’s land*,” and its actions are shown to be intentional, there is a taking. *Id.*, at 56); Custom Contemporary Homes, Inc. v. U.S., 5 Cl. Ct. 88 (Cl. Ct. 1984) (To hold the United States liable for a taking, plaintiffs must show that the federal government has done some affirmative act that deprives the plaintiffs of their property or that *interfered with or disturbed their property rights*.); Goadby v. Philadelphia Elec., 504 F.Supp. 812, *reversed on other grounds*, (D.C. Pa. 1980) (whenever the lawful rights of an individual to the possession, use or enjoyment of his land are in any degree *abridged or destroyed* by reason of the exercise of the power of eminent domain, his property is pro tanto taken, and he is entitled to compensation.) (citing Miller v. Beaver Falls, 368 Pa. 189, 196-97, 82 A.2d 34 (1951)); Garland, Inc. v. City of St. Louis, 596 F.2d 784 (8th Cir. 1979) (“When a public entity acting in furtherance of a public project directly and substantially interferes with property rights and thereby *significantly impairs the value of the property*, the result is a taking in the constitutional sense and compensation must be paid.” *Id.*, at 787); Richmond Elks Hall Ass’n v. Richmond Redevelopment Agency, 561 F.2d 1327 (9th

Cir. 1977) (When a public entity acting in furtherance of a public project directly and substantially interferes with property rights and thereby significantly impairs the value of the property, the result is a taking in the constitutional sense and compensation must be paid. To constitute a taking under the Fifth Amendment it is not necessary that property be absolutely 'taken in the narrow sense of that word to come within the protection of this constitutional provision; it is sufficient if the action by the government involves a direct *interference with or disturbance of property rights*. Nor need the government directly appropriate the title, possession or use of the properties.); Lincoln Loan Co. v. State, 274 Or. 49, 545 P.2d 105 (Or. 1976) ("This court has long been committed to the rule that *any destruction, restriction, or interruption of the common and necessary use and enjoyment of the property* of a person for a public purpose constitutes a taking thereof. It is not necessary that the owner of property be actually dispossessed or that the property be completely destroyed in order to constitute a taking within the meaning of the constitutional provisions.") (citing U.S. v. Cress, 243 U.S. 316, 37 S.Ct. 380, 61 L.Ed. 746; Miller v. Moirristown, 47 N.J.Eq. 62, 20 A. 61; Barron v. Memphis, 113 Tenn. 89 80 S.W. 832, 106 Am.St.Rep. 810; Great Northern Ry. Co. v. State, 102 Wash. 348, 173 P. 40, L.R.A. 1918E, 987.141 Or. at 569, 18 P.2d at 816.)); Washington Market Ent., Inc. v. City of Trenton, 68 N.J. 107, 343 A.2d 408 (N.J. 1975) ("We hold that where the threat of condemnation has had such a substantial effect as to *destroy the beneficial use* that a landowner has made of his property, then there has been a taking of property within the meaning of the Constitution."). (italics and bold supplied to citations).

Exhibit 97



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment
 Project Address (Location) Alta Dr and Hualapai Way
 Project Name Parcel 2, Parcel 3, Parcel 4 @ THE 180 Proposed Use _____
 Assessor's Parcel #(s) 138-31-601-008; 138-31-702-003; Ward # 2
 General Plan: existing PR-QS proposed MI Zoning: existing R-PD7 proposed R-PD7
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 132.92 Lots/Units 234 Density 1.76
 Additional Information 138-31-702-004

PROPERTY OWNER 180 Land Co LLC Contact Yohan Lowie
 Address 1215 S. Ft. Apache Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State NV Zip 89117
 E-mail Address yohan@ehbcompanies.com

APPLICANT 180 Land Co LLC Contact Yohan Lowie
 Address 1215 S. Ft. Apache Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State NV Zip 89117
 E-mail Address yohan@ehbcompanies.com

REPRESENTATIVE EHB Companies Contact Jennifer Knighton
 Address 1215 S. Ft Apache Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State NV Zip 89117
 E-mail Address jknighton@ehbcompanies.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* See Attached

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

Print Name Yohan Lowie

Subscribed and sworn before me

This 30 day of November, 2017

Jennifer Knighton

Notary Public in and for said County and State

Revised 03/28/16



FOR DEPARTMENT USE ONLY

Case # **GPA-72220**

Meeting Date:

Total Fee:

Date Received:*

Received By:

* If the application is not complete, the applicant shall be notified by the Department of Planning and may resubmit with applicable fees.

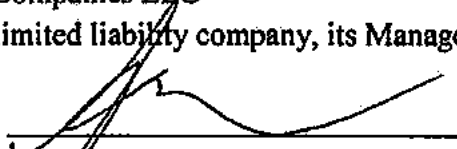
002849

LO 00002119

7037

180 Land Co LLC,
a Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company, its Manager

By: 
Name: _____
Title: Its Manager
Date: 11/30/17

GPA-72220

PRJ-72218
11/30/17

002850
LO 00002120

7038



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Waiver-Private Access Easement Width
 Project Address (Location): Alta Drive and Hualapai Way
 Project Name: Parcel 2 @ THE 180 Proposed Use: R-PD7
 Assessor's Parcel #(s): 138-31-601-008; 138-32-202-001; Ward #: 2
 General Plan: existing _____ proposed _____ Zoning: existing R-PD7 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 22.19 Lots/Units 75 Density 3.389
 Additional Information 138-32-210-008; 138-32-301-007

PROPERTY OWNER 180 Land Co. LLC Contact Yohan Lowie
 Address 1215 South Fort Apache Road #120 Phone: (702) 940-8930 Fax: (702) 940-8931
 City Las Vegas State Nevada Zip 89117
 E-mail Address yohan@ehbcompanies.com

APPLICANT 180 Land Co. LLC Contact Yohan Lowie
 Address 1215 South Fort Apache Road #120 Phone: (702) 940-8930 Fax: (702) 940-8931
 City Las Vegas State Nevada Zip 89117
 E-mail Address yohan@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact Cindie Gee
 Address 1555 South Rainbow 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 officer holder) of the property involved in this application, or its trustee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* See Attached
 *An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name Yohan Lowie

Subscribed and sworn before me
 This 31st day of October, 2017
Jennifer Knighton

Notary Public in and for said County and State

Revised 03/28/16



FOR DEPARTMENT USE ONLY

Case # WVR-72004
 Meeting Date:
 Total Fee:
 Date Received:
 Received By:

*This application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning and the Zoning Ordinance.

11/01/17

002851

LO 00002121

7039

180 Land Co LLC,
a Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company, Its Manager

By: 

Name: Yanan Lowie

Title: Its Manager

Date: 10/31/17

WVR-72004

PRJ-71990
11/01/17

002852
LO 00002122

7040



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Waiver-Private Access Easement Width
 Project Address (Location): Alta Drive and Hualapai Way
 Project Name: Parcel 2 @ THE 180 Proposed Use: R-PD7
 Assessor's Parcel #(s): 138-31-601-008; 138-32-202-001; Ward #: 2
 General Plan: existing _____ proposed _____ Zoning: existing R-PD7 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres: 22.19 Lots/Units: 75 Density: 3.389
 Additional Information: 138-32-210-008; 138-32-301-007

PROPERTY OWNER: Fore Stars Ltd. Contact: Yohan Lowie
 Address: 1215 South Fort Apache Road #120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City: Las Vegas State: Nevada Zip: 89117
 E-mail Address: yohan@ehbcompanies.com

APPLICANT: 180 Land Co. LLC Contact: Yohan Lowie
 Address: 1215 South Fort Apache Road #120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City: Las Vegas State: Nevada Zip: 89117
 E-mail Address: yohan@ehbcompanies.com

REPRESENTATIVE: GCW, Inc. Contact: Cindie Gee
 Address: 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2289
 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 owner or agent duly authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* See Attached

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

Print Name: Yohan Lowie

Subscribed and sworn before me

This 31st day of October, 2017

Jennifer Knighton

Notary Public in and for said County and State

Revised 03/28/16



FOR DEPARTMENT USE ONLY

Case # **WVR-72004**

Meeting Date:

Total Fee:

Date Received: *

Received By:

* The application will not be deemed complete until the required materials have been reviewed by the Department of Planning for compliance with applicable provisions of the Zoning Ordinance.
 11/01/17

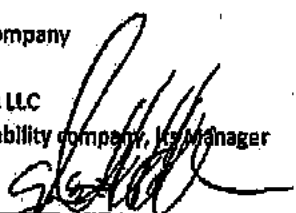
002853

LO 00002123

7041

Fore Stars, LTD.
a Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company, Its Manager

By: 
Name: Johan Lowie
Title: Its Manager
Date: 10/21/17

WVR-72004

PRJ-71990
11/01/17

002854

LO 00002124

7042



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Waiver-Private Access Easement Width
 Project Address (Location): Alta Drive and Hualapai Way
 Project Name: Parcel 2 @ THE 180 Proposed Use: R-PD7
 Assessor's Parcel #(s): 138-31-601-008; 138-32-202-001; Ward #: 2
 General Plan: existing _____ proposed _____ Zoning: existing R-PD7 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres: 22.18 Lots/Units: 75 Density: 3.388
 Additional Information: 138-32-210-008; 138-32-301-007

PROPERTY OWNER: Seventy Acres LLC Contact: Yohan Lowie
 Address: 1215 South Fort Apache Road #120 Phone: (702) 840-8830 Fax: (702) 840-8831
 City: Las Vegas State: Nevada Zip: 89117
 E-mail Address: yohan@ehbcompanies.com

APPLICANT: 180 Land Co. LLC Contact: Yohan Lowie
 Address: 1215 South Fort Apache Road #120 Phone: (702) 840-8830 Fax: (702) 840-8831
 City: Las Vegas State: Nevada Zip: 89117
 E-mail Address: yohan@ehbcompanies.com

REPRESENTATIVE: GCW, Inc. Contact: Cindie Gee
 Address: 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2288
 City: Las Vegas State: Nevada Zip: 89146
 E-mail Address: cgee@gcwengineering.com

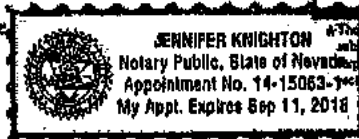
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application 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 owner or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* See Attached
*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name: Yohan Lowie

Subscribed and sworn before me
 This 31st day of October, 2017
Jennifer Knighton

Notary Public in and for said County and State

Revised 03/28/16



FOR DEPARTMENT USE ONLY

Case # **WVR-72004**
 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 and Public Works. This fee is applicable to the Zoning Ordinance.
11/01/17

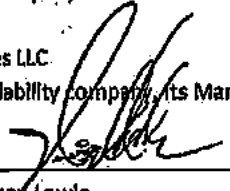
002855

LO 00002125

7043

Seventy Acres LLC,
a Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company, its Manager

By: 
Name: Johan Lowle
Title: Its Manager
Date: 10/31/17

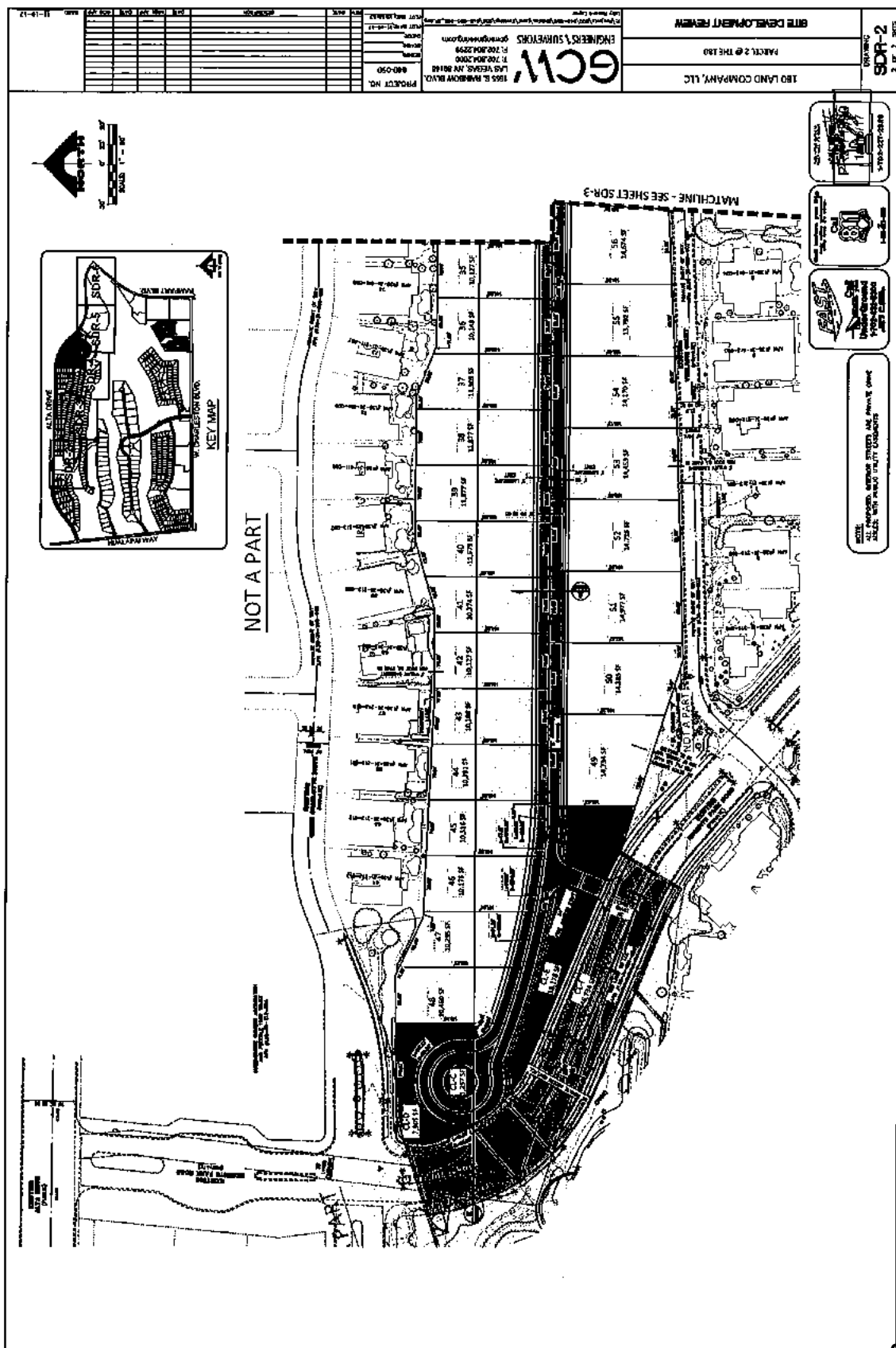
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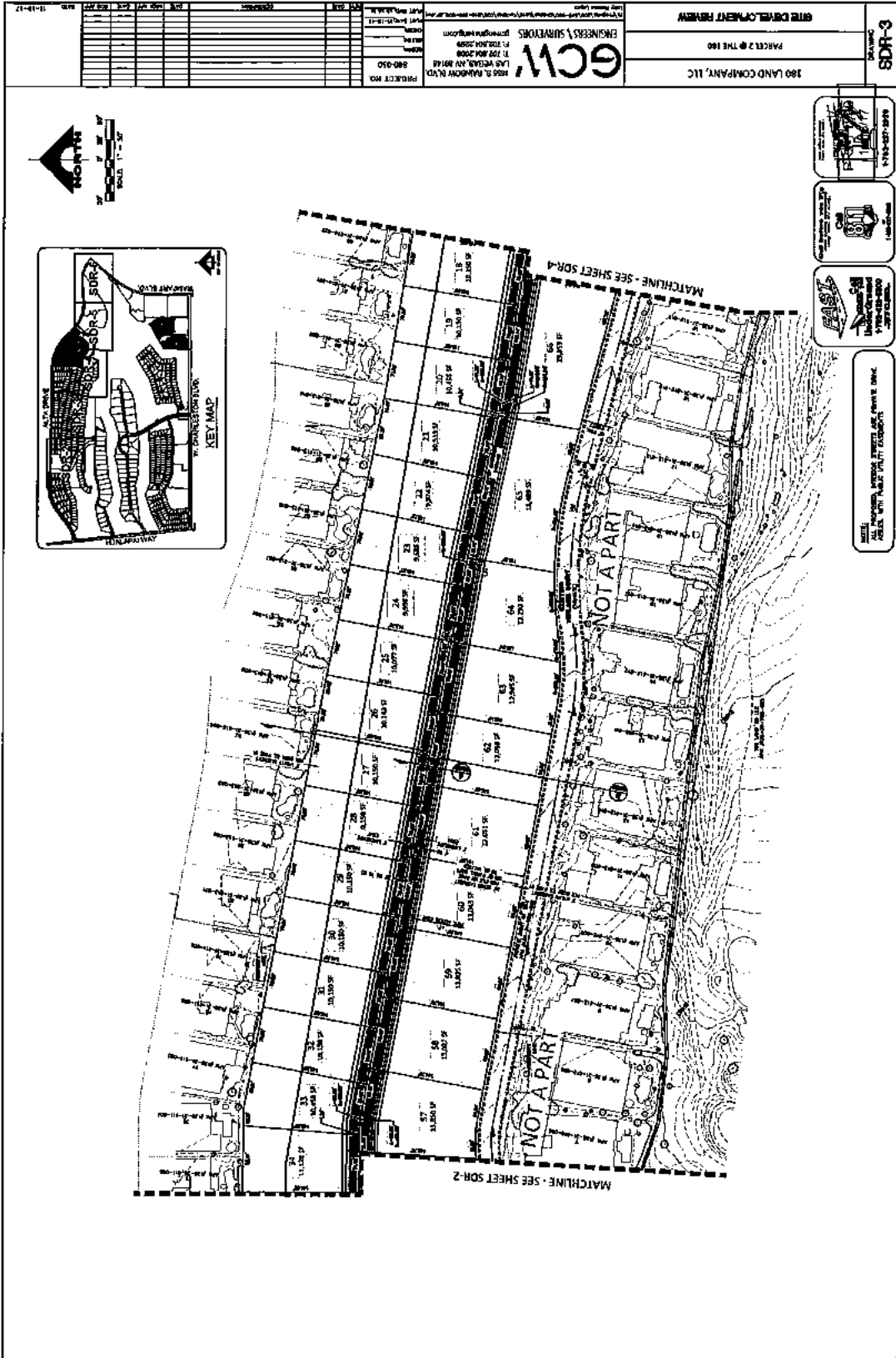
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11/01/17

002856

LO 00002126

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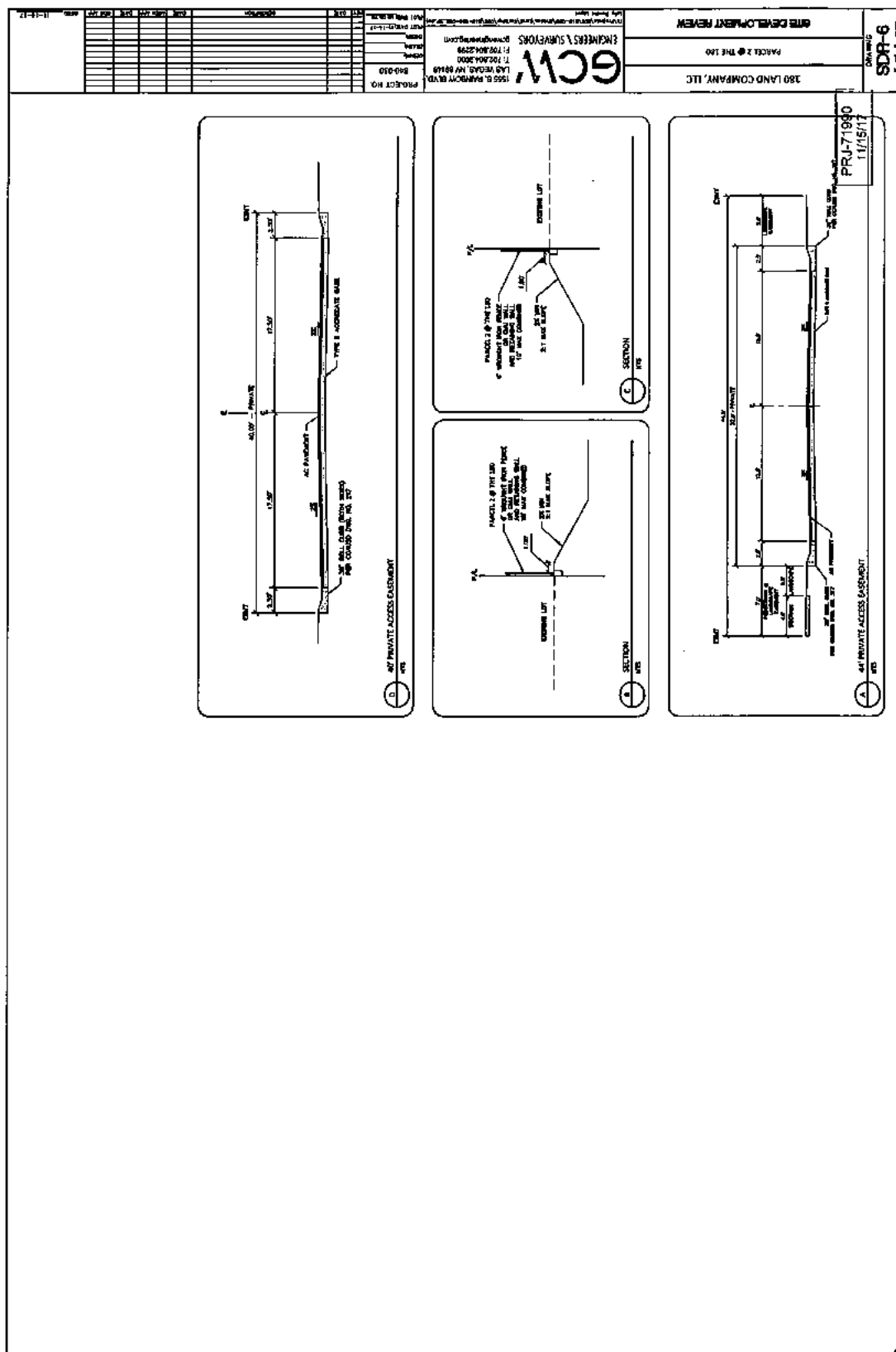




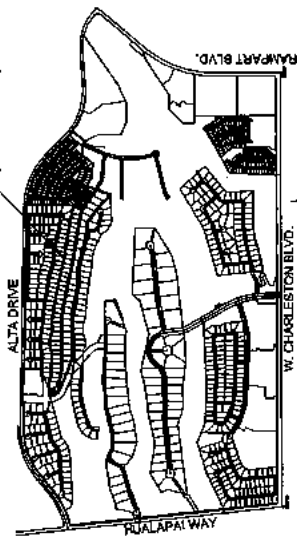
WVR-72004, SDR-72005 and TMP-72006 - REVISED

002859
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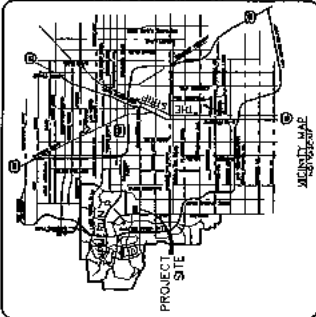
WVR-72004, SDR-72005 and TMP-72006 - REVISED



**PARCEL 2 AT THE 180
(PROJECT SITE)**



LOCATION MAP
NOT TO SCALE



150 LAND OZ LLC
5215 S. FORT APOACHE RD #730
PHX, AZ 85040-5500

180 LAND CO LLC
PARCEL 2 @ THE 180
APN#: 138-31-601-008
LAS VEGAS, NV 89107

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COVER SHEET

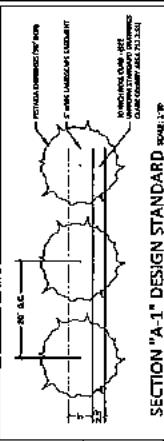
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ESCAPE DATE		2017-08-01

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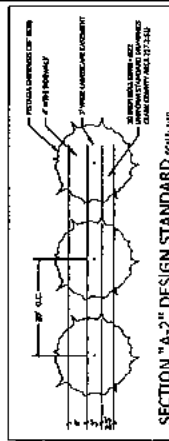
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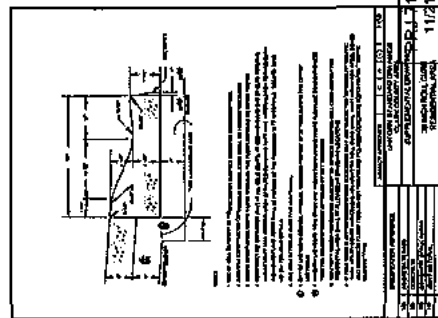
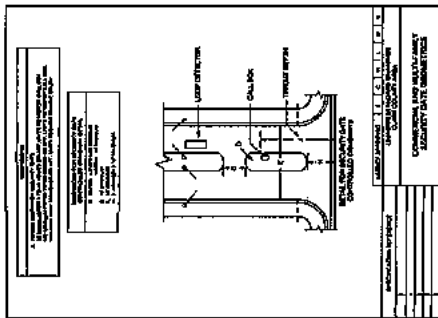
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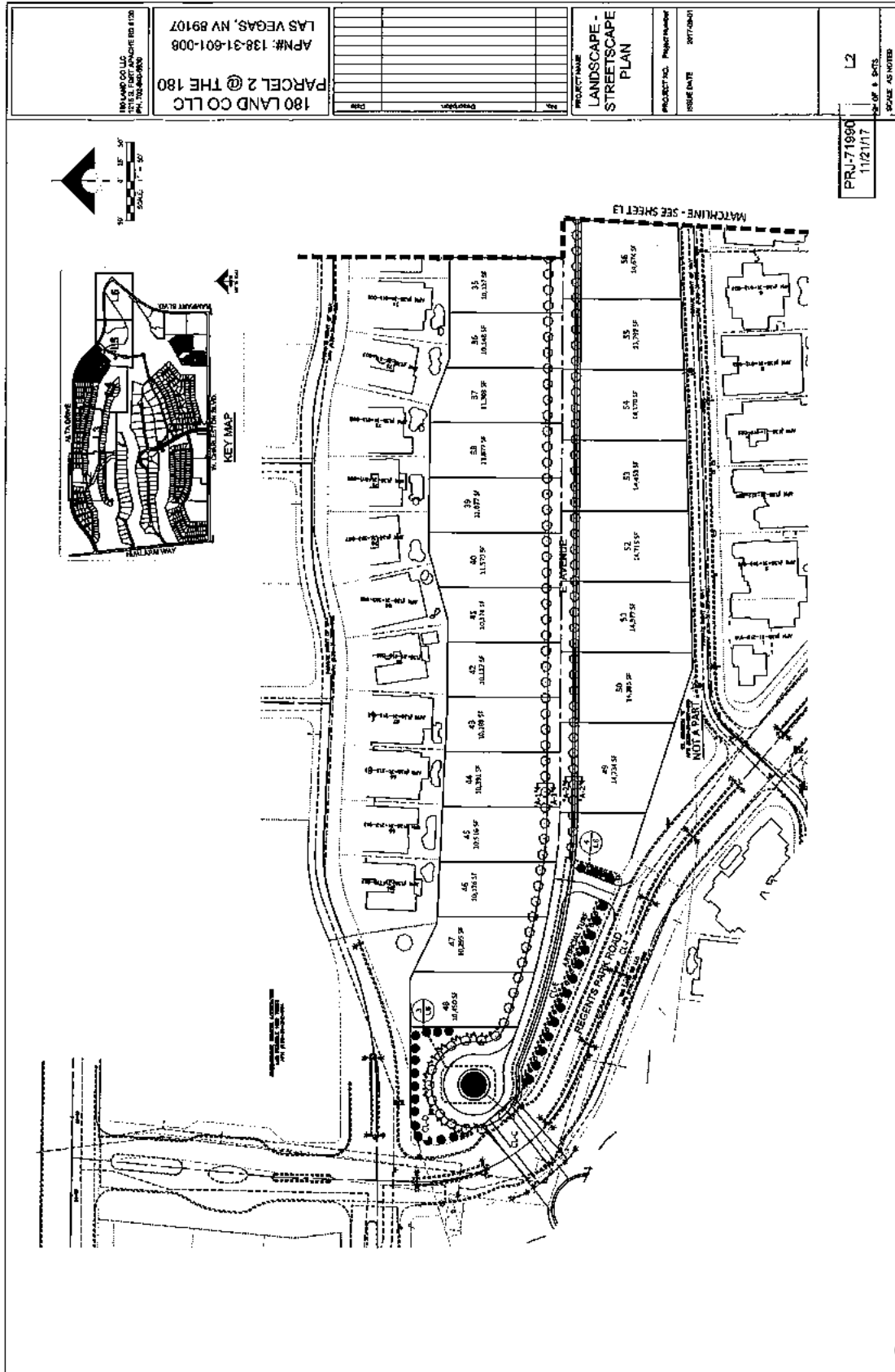


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002864

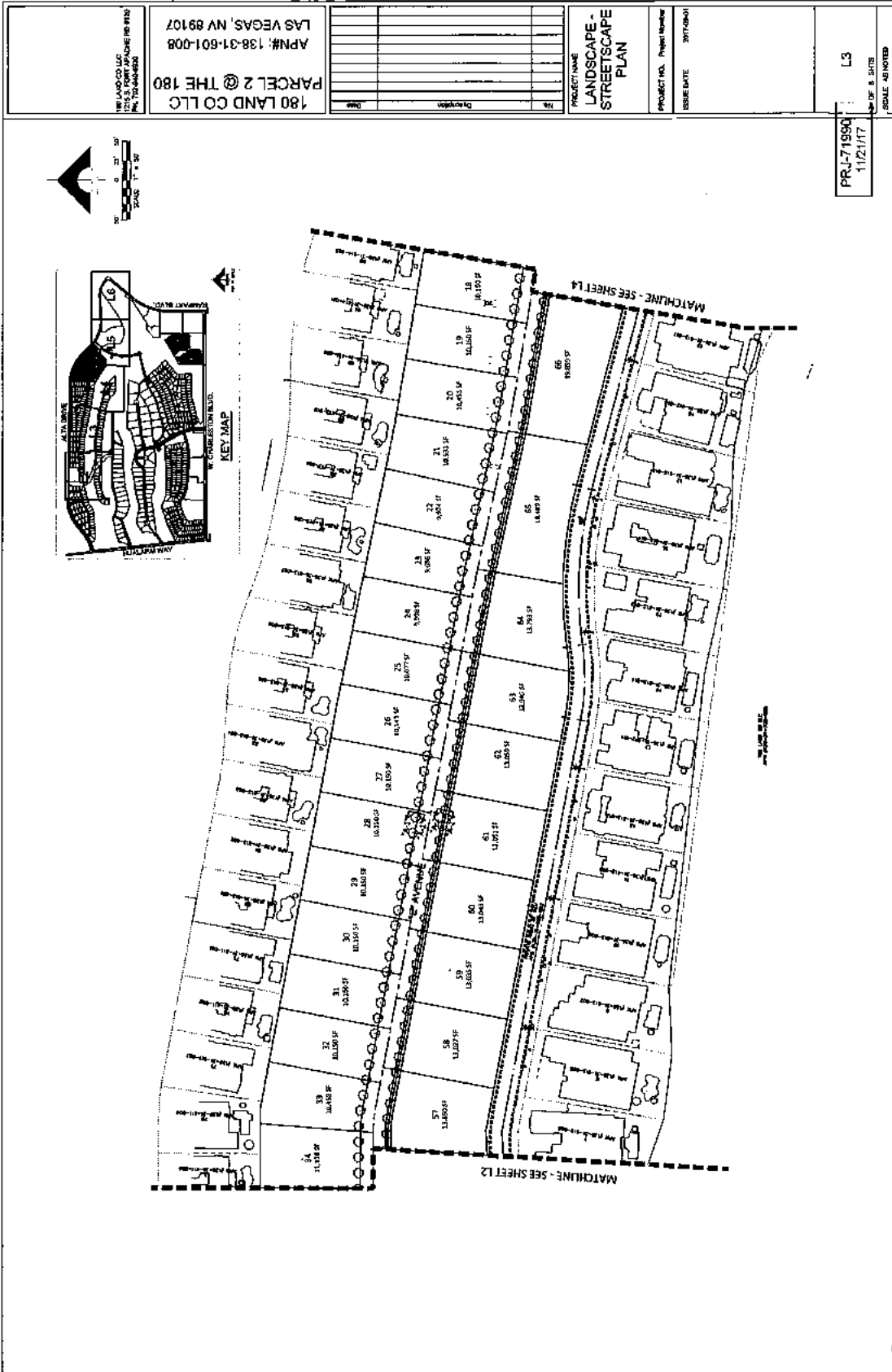
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WVR-72004, SDR-72005 and TMP-72006 - REVISED

002865

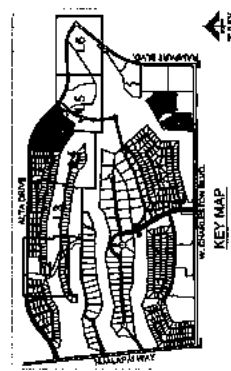
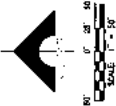
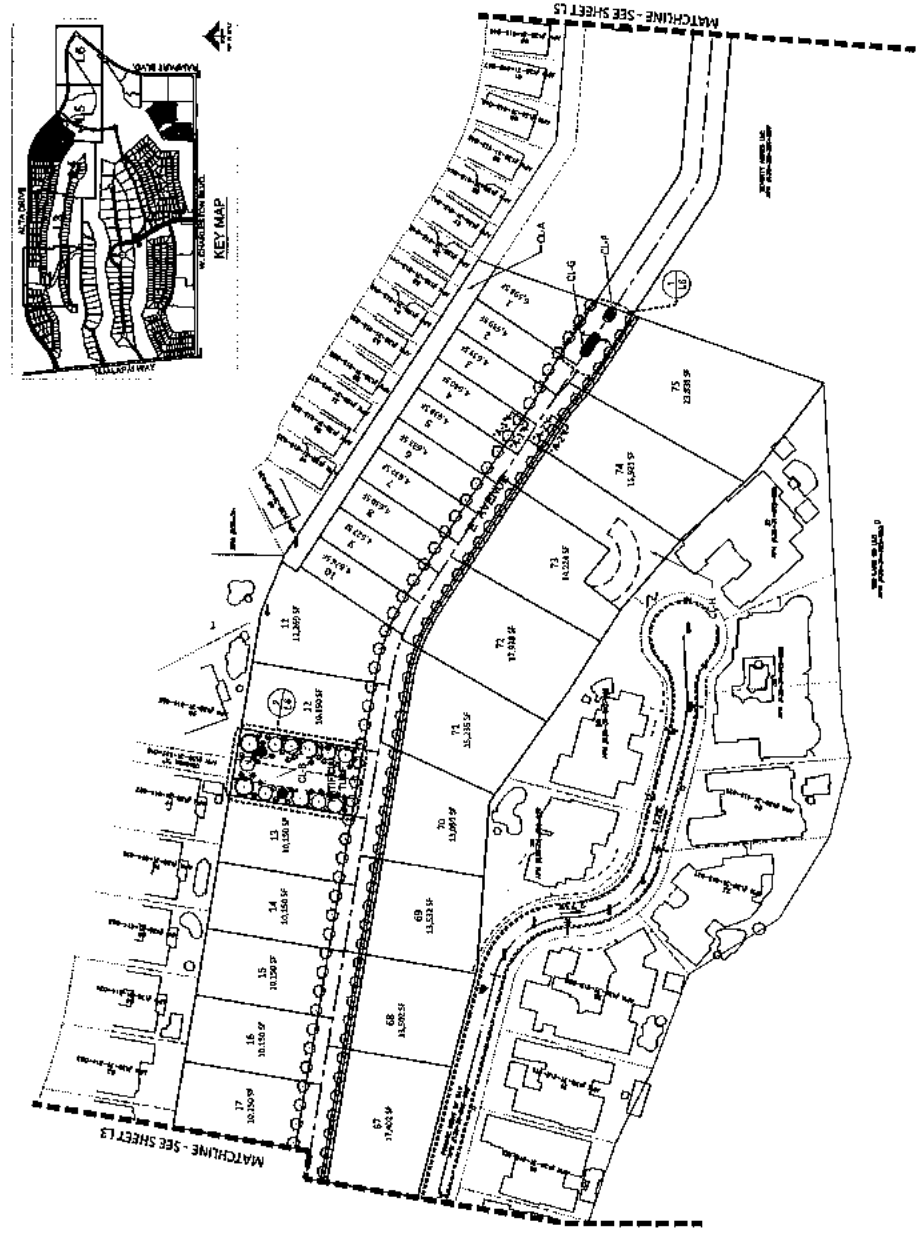
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WVR-72004, SDR-72005 and TMP-72006 - REVISED

002866

LO-00002136



180 LAND CO LLC
LAS VEGAS, NV 89107
APN#: 139-31-601-008
PARCEL 2 @ THE 180

NO.	REVISION
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99	REVISED
100	REVISED

PROJECT NAME
LANDSCAPE -
STREETSCAPE
PLAN

PROJECT NO.
REVISION DATE

PROJECT NO.
REVISION DATE

PROJECT NO.
REVISION DATE

PROJECT NO.
REVISION DATE

PROJECT NO.
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PROJECT NO.
REVISION DATE

PROJECT NO.
REVISION DATE

PRJ-71980
11/21/17

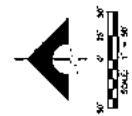
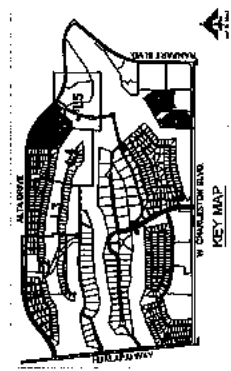
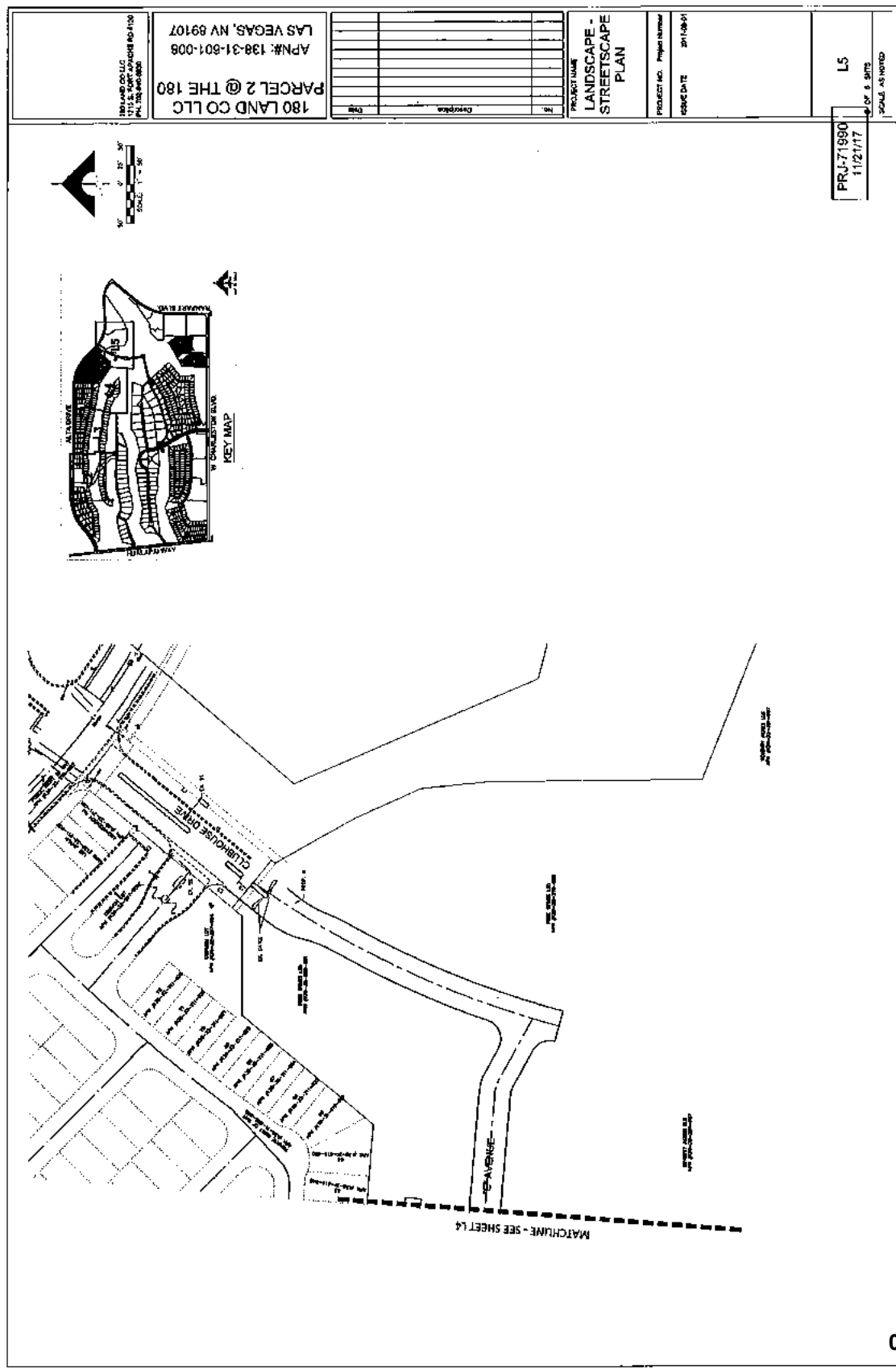
L4
1/2" = 1' SPTS

SCALE AS SHOWN

WVR-72004, SDR-72005 and TMP-72006 - REVISED

002867

LQ.00002137



180 LAND CO LLC
1715 S. HART AVENUE RD #100
LAS VEGAS, NV 89107

180 LAND CO LLC
PARCEL 2 @ THE 180
APN#: 138-31-601-008
LAS VEGAS, NV 89107

No.	Description	Date

PROJECT NAME:
LANDSCAPE -
STREETSCAPE
PLAN

PROJECT NO. Project Number

ISSUE DATE 2011-08-31

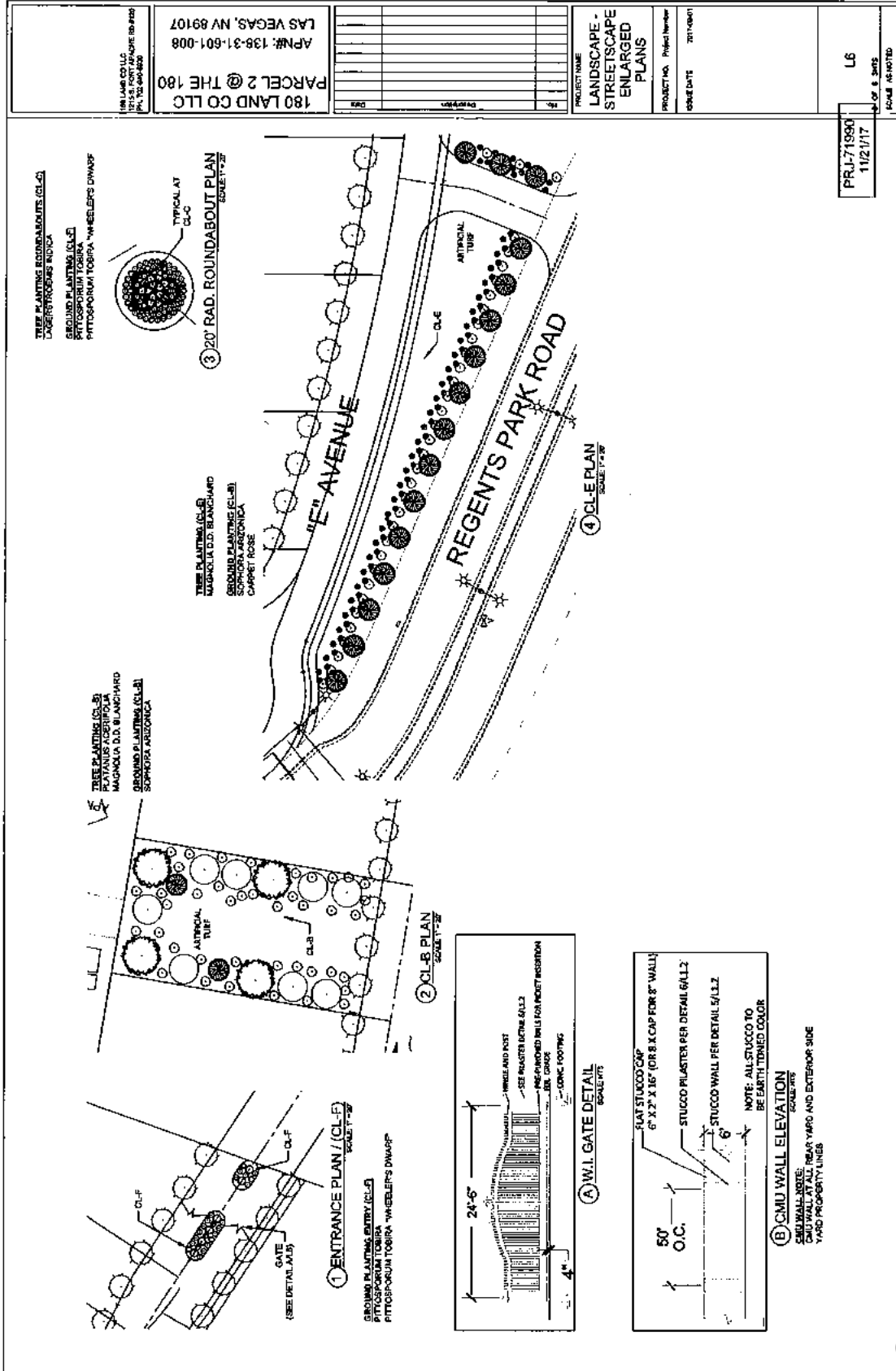
PRJ-71990
11/21/17

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WVR-72004, SDR-72005 and TMP-72006 - REVISED

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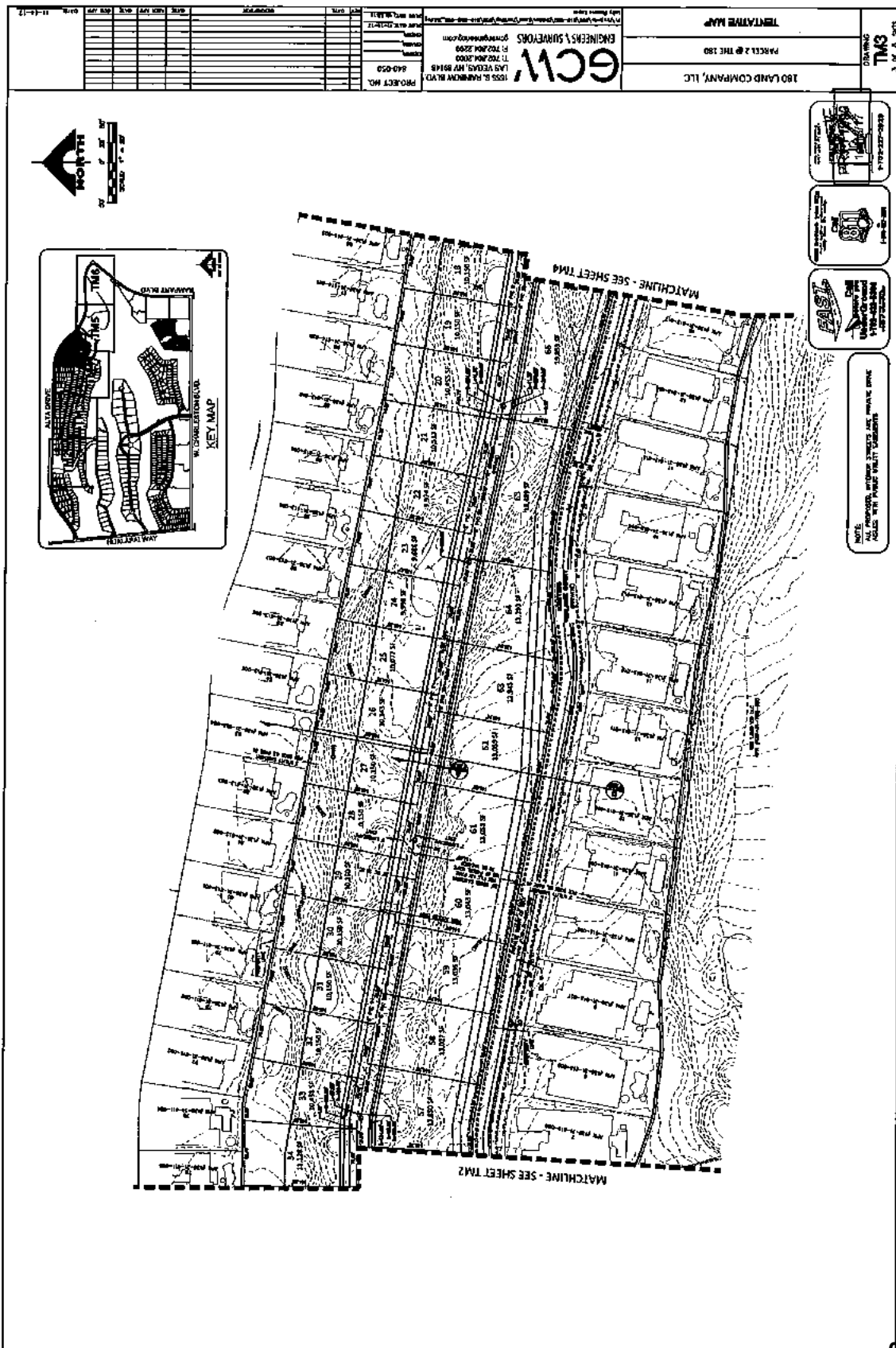
LO 000002138



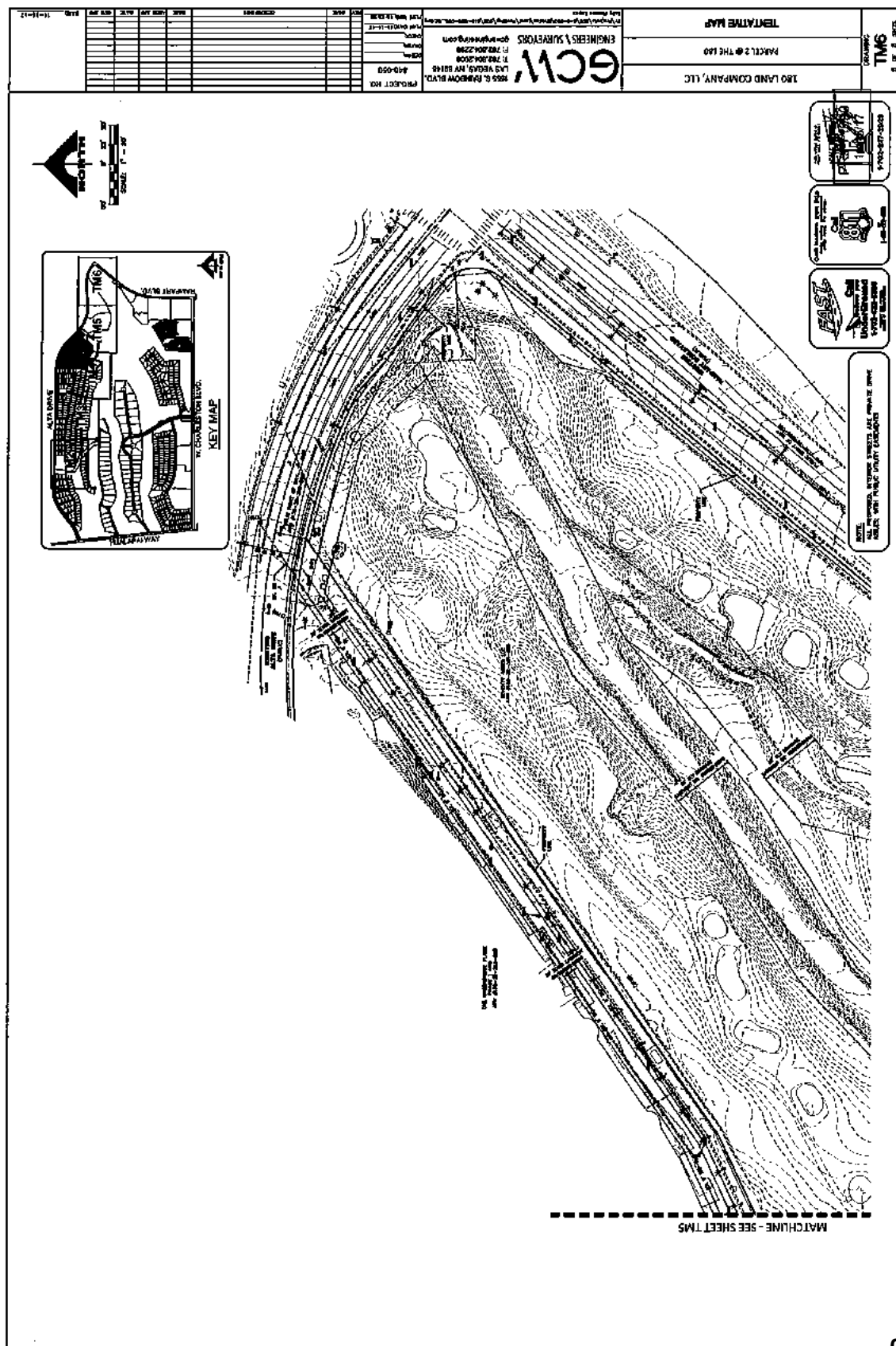
WVR-72004, SDR-72005 and TMP-72006 - REVISED

002869

LO 00002139



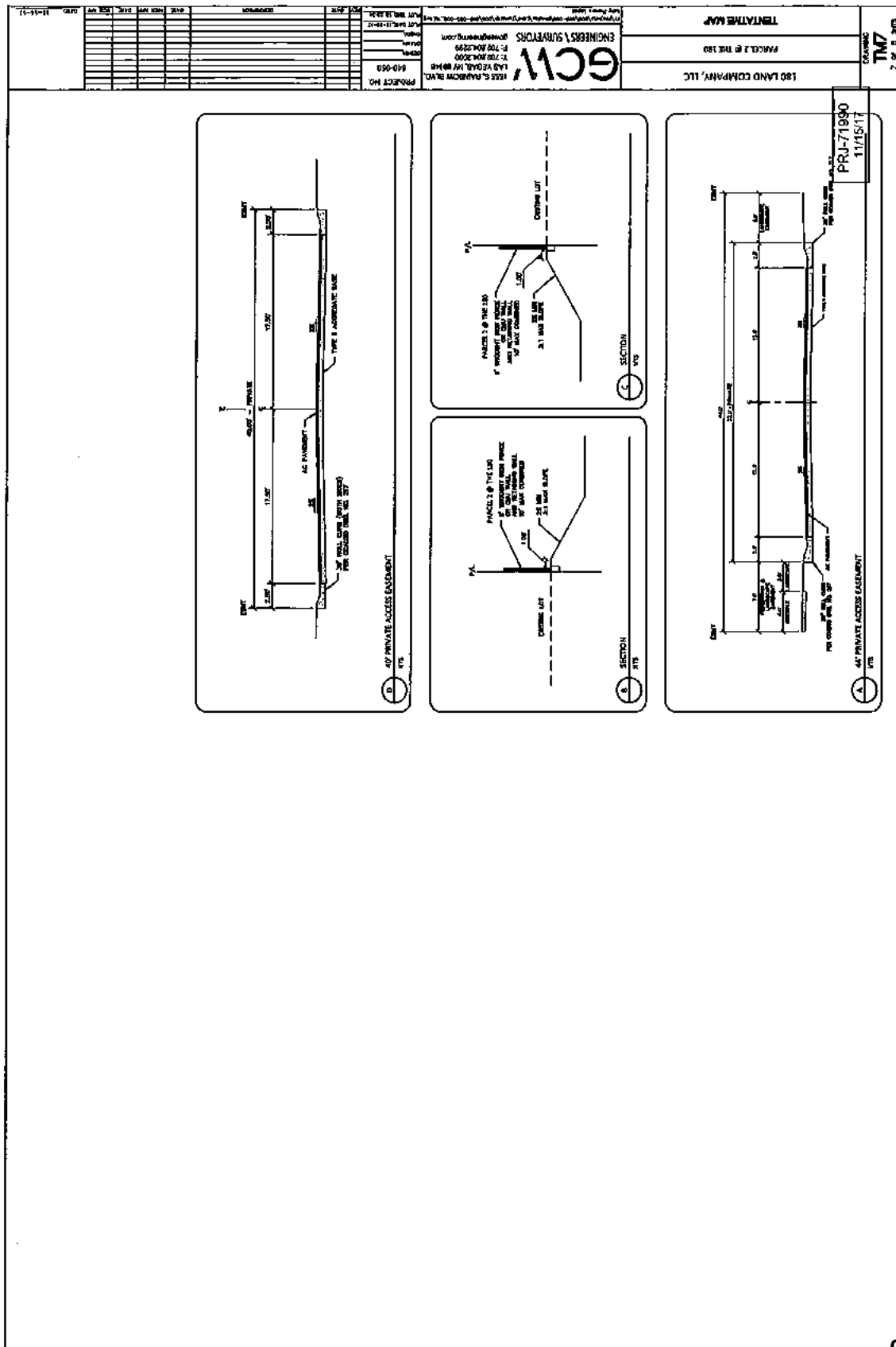
7063

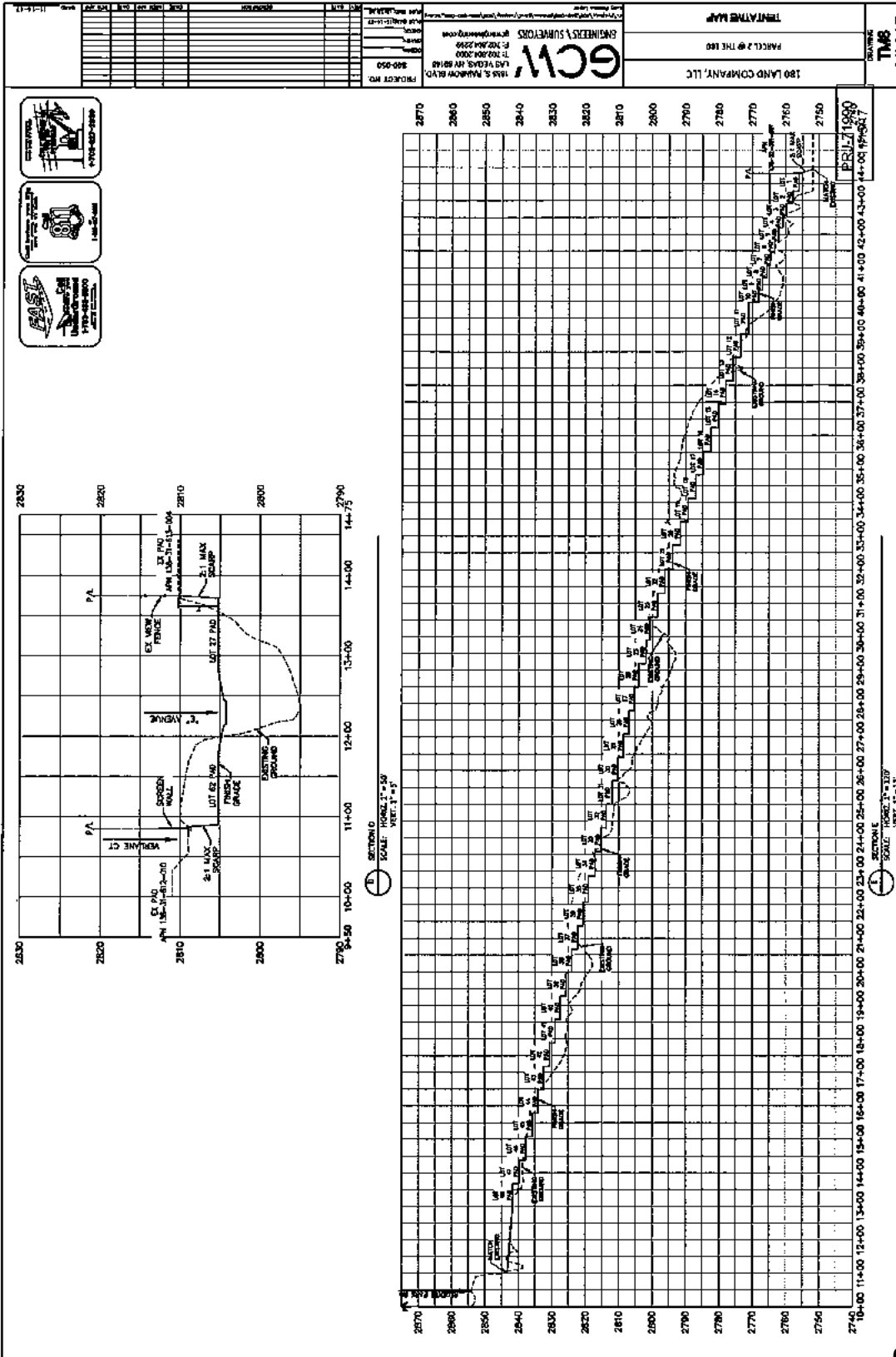


002876

LO 00002146

7064

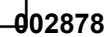


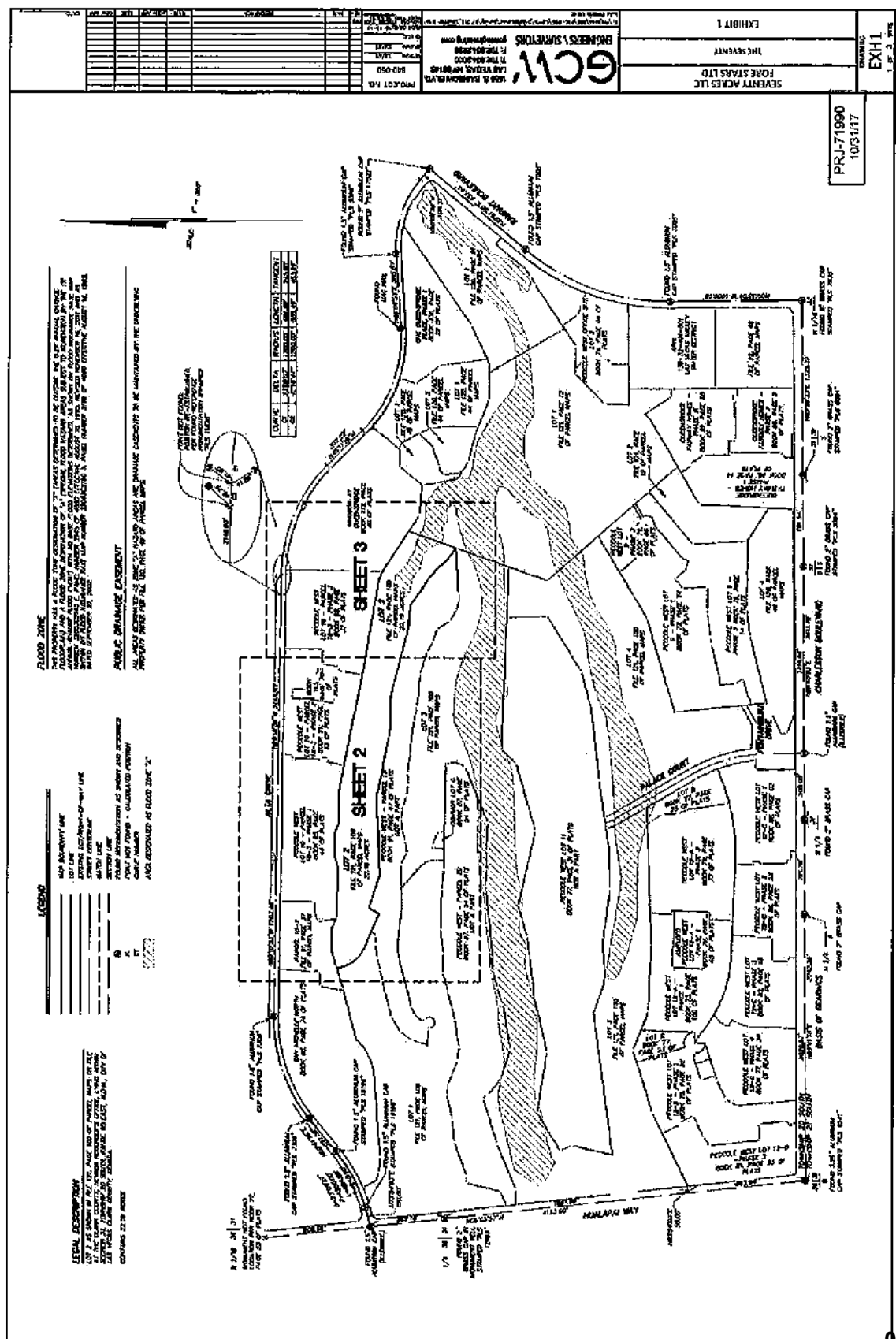


WVR-72004, SDR-72005 and TMP-72006 - REVISED

002877

LO 00002147







DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SDR
 Project Address (Location) Alta Drive and Hualapai Way
 Project Name Parcel 2 @ THE 180 Proposed Use R-PD7
 Assessor's Parcel #(s) 138-31-601-008; 138-32-202-001; Ward # 2
 General Plan: existing _____ proposed _____ Zoning: existing R-PD7 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 22.19 Lots/Units 75 Density 3.389
 Additional Information 138-32-210-008; 138-32-301-007

PROPERTY OWNER 180 Land Co. LLC Contact Yohan Lowie
 Address 1215 South Fort Apache Road #120 Phone: (702) 840-8930 Fax: (702) 840-8931
 City Las Vegas State Nevada Zip 89117
 E-mail Address yohan@ehbcompanies.com

APPLICANT 180 Land Co. LLC Contact Yohan Lowie
 Address 1215 South Fort Apache Road #120 Phone: (702) 840-8930 Fax: (702) 840-8931
 City Las Vegas State Nevada Zip 89117
 E-mail Address yohan@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact Cindie Gee
 Address 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2289
 City Las Vegas State Nevada Zip 89148
 E-mail Address cgee@gowengineering.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 inaccurate, 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* See Attached

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

Print Name Yohan Lowie

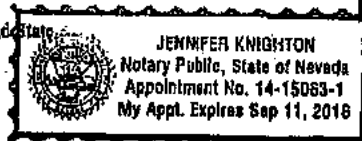
Subscribed and sworn before me

This 31st day of October, 2017

Jennifer Knighton

Notary Public in and for said County and State

Revised 03/28/16



FOR DEPARTMENT USE ONLY

Case # **SDR-72005**

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 and approved by the applicable sections of the Zoning Ordinance.

11/01/17

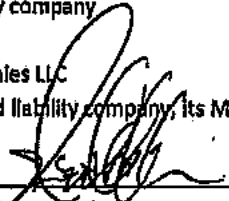
002884

LO 00002154

7072

180 Land Co LLC,
a Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company, its Manager

By: 
Name: Yohan Lowie
Title: Its Manager
Date: 10/31/17

SDR-72005

PRJ-71990
11/01/17

002885

LO 00002155

7073



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SDR
 Project Address (Location) Alta Drive and Hualapai Way
 Project Name Parcel 2 @ THE 180 Proposed Use R-PD7
 Assessor's Parcel #(s) 138-31-801-008; 138-32-202-001; Ward # 2
 General Plan: existing _____ proposed _____ Zoning: existing R-PD7 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 22.19 Lots/Units 75 Density 3.389
 Additional Information 138-32-210-008; 138-32-301-007

PROPERTY OWNER Fore Stars Ltd. Contact Yohan Lowie
 Address 1215 South Fort Apache Road #120 Phone: (702) 940-8930 Fax: (702) 940-8931
 City Las Vegas State Nevada Zip 89117
 E-mail Address yohan@ehbcompanies.com

APPLICANT 180 Land Co. LLC Contact Yohan Lowie
 Address 1215 South Fort Apache Road #120 Phone: (702) 940-8930 Fax: (702) 940-8931
 City Las Vegas State Nevada Zip 89117
 E-mail Address yohan@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact Cindie Gee
 Address 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2289
 City Las Vegas State Nevada Zip 89146
 E-mail Address cgee@gcwengineering.com

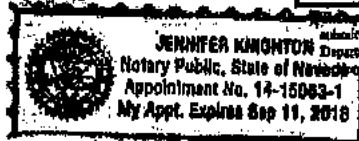
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application 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 owner or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* See Attached
 *An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name Yohan Lowie

Subscribed and sworn before me
 This 31st day of October, 2017
Jennifer Knighton

Notary Public in and for said County and State

Revised 03/28/16



FOR DEPARTMENT USE ONLY

Case # **SDR-72005**
 Meeting Date: _____
 Total Fee: _____
 Date Received: * _____
 Received By: _____

This application will not be deemed complete until the applicant provides the required materials (map, fees, etc.) to the Department of Planning for review. If the applicant fails to provide the required materials, the application will be deemed incomplete. 11/01/17

002886

LO 00002156

7074

Fore Stars, LTD.
a Nevada limited liability company

By: 
a Nevada limited liability company, Its Manager

By: _____
Name: Yohan Lowie
Title: Its Manager
Date: 10/31/17

SDR-72005

PRJ-71990
11/01/17

002887

LO 00002157

7075



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tentative Map
 Project Address (Location): Alta Drive and Hualapai Way
 Project Name: Parcel 2 @ THE 180 Proposed Use: R-PD7
 Assessor's Parcel #(s): 138-31-601-008; 138-32-202-001; Ward #: 2
 General Plan: existing proposed Zoning: existing R-PD7 proposed proposed
 Commercial Square Footage Floor Area Ratio
 Gross Acres 22.19 Lots/Units 75 Density 3.389
 Additional Information 138-32-210-008; 138-32-301-007

PROPERTY OWNER Seventy Acres LLC Contact Yohan Lowie
 Address 1216 South Fort Apache Road #120 Phone: (702) 940-8930 Fax: (702) 940-8931
 City Las Vegas State Nevada Zip 89117
 E-mail Address yohan@ehbcompanies.com

APPLICANT 180 Land Co. LLC Contact Yohan Lowie
 Address 1216 South Fort Apache Road #120 Phone: (702) 940-8930 Fax: (702) 940-8931
 City Las Vegas State Nevada Zip 89117
 E-mail Address yohan@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact Cindie Gee
 Address 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2209
 City Las Vegas State Nevada Zip 89146
 E-mail Address cgee@gcwengineering.com

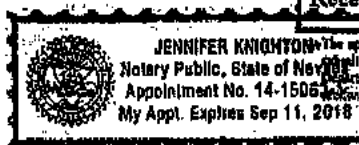
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccurate, false information or incomplete application 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* See Attached
 * An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name Yohan Lowie

Subscribed and sworn before me
 This 31st day of October, 2017
Jennifer Knighton

Notary Public in and for said County and State

Revised 03/28/16



FOR DEPARTMENT USE ONLY

Case # **TMP-72006**
 Meeting Date:
 Total Fee:
 Date Received: *
 Received By:

The application will not be deemed complete until the fee is received. Materials have been returned by the Department of Planning for payment of fee. If applicable, the Zoning Ordinance.

002888

LO 00002158

7076

Seventy Acres LLC,
a Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company, its Manager

By: 

Name: Yohari Lowie

Title: Its Manager

Date: 10/31/17

TMP-72006

PRJ-71990
11/01/17

002889

LO 00002159

7077



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tentative Map
 Project Address (Location): Alta Drive and Hualapai Way
 Project Name: Parcel 2 @ THE 180 Proposed Use: R-PD7
 Assessor's Parcel #(s): 138-31-601-008; 138-32-202-001; Ward #: 2
 General Plan: existing _____ proposed _____ Zoning: existing R-PD7 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 22.19 Lots/Units 75 Density 3.389
 Additional Information 138-32-210-008; 138-32-301-007

PROPERTY OWNER 180 Land Co. LLC Contact Yohan Lowie
 Address 1215 South Fort Apache Road #120 Phone: (702) 940-8830 Fax: (702) 940-8831
 City Las Vegas State Nevada Zip 89117
 E-mail Address yohan@ehbcompanies.com

APPLICANT 180 Land Co. LLC Contact Yohan Lowie
 Address 1215 South Fort Apache Road #120 Phone: (702) 940-8830 Fax: (702) 940-8831
 City Las Vegas State Nevada Zip 89117
 E-mail Address yohan@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact Cindie Gee
 Address 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2289
 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 person holding) of the property involved in this application, or the owner or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* See Attached

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

Print Name Yohan Lowie

Subscribed and sworn before me

This 31 day of October, 2017

Jennifer Knighton

Notary Public in and for said County and State



Revised 03/26/16

FOR DEPARTMENT USE ONLY

Case # **TMP-72006**

Meeting Date:

Total Fee:

Date Received:*

Received By:

* The application will not be deemed complete until the required materials have been reviewed by the Department of Planning and approved by the Planning Commission or the Zoning Ordinance.

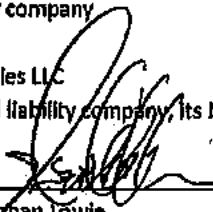
002890

LO 00002160

7078

180 Land Co LLC,
a Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company, Its Manager

By: 
Name: Yohan Lowie
Title: Its Manager
Date: 10/31/17

TMP-72006

PRJ-71990
11/01/17

002891

LO 00002161

7079



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tentative Map
 Project Address (Location): Alta Drive and Hualapai Way
 Project Name: Parcel 2 @ THE 180 Proposed Use: R-PD7
 Assessor's Parcel #(s): 138-31-601-008; 138-32-202-001; Ward #: 2
 General Plan: existing _____ proposed _____ Zoning: existing R-PD7 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres: 22.19 Lots/Units: 75 Density: 3.389
 Additional Information: 138-32-210-008; 138-32-301-007

PROPERTY OWNER: Fore Stars Ltd. Contact: Yohan Lowie
 Address: 1215 South Fort Apache Road #120 Phone: (702) 940-8930 Fax: (702) 940-8931
 City: Las Vegas State: Nevada Zip: 89117
 E-mail Address: yohan@ehbcompanies.com

APPLICANT: 180 Land Co. LLC Contact: Yohan Lowie
 Address: 1215 South Fort Apache Road #120 Phone: (702) 940-8930 Fax: (702) 940-8931
 City: Las Vegas State: Nevada Zip: 89117
 E-mail Address: yohan@ehbcompanies.com

REPRESENTATIVE: GCW, Inc. Contact: Cindie Gee
 Address: 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2208
 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 inaccurate, 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* See Attached
 *An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name: Yohan Lowie

Subscribed and sworn before me
 This 31st day of October, 2017
Jennifer Knighton

Notary Public in and for said County and State:

Revised 03/28/16



FOR DEPARTMENT USE ONLY

Case #: **TMP-72006**
 Meeting Date: _____
 Total Fee: _____
 Date Received: * _____
 Received By: _____

*The application will not be deemed complete until the submitted materials (maps, plans, etc.) are accepted by the Department of Planning for processing.
 11/01/17

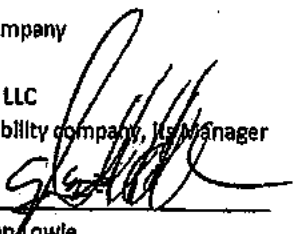
002892

LO 00002162

7080

Fore Stars, LTD.
a Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company, Its Manager

By: 
Name: Yohany Lowie
Title: Its Manager
Date: 10/31/17

TMP-72006

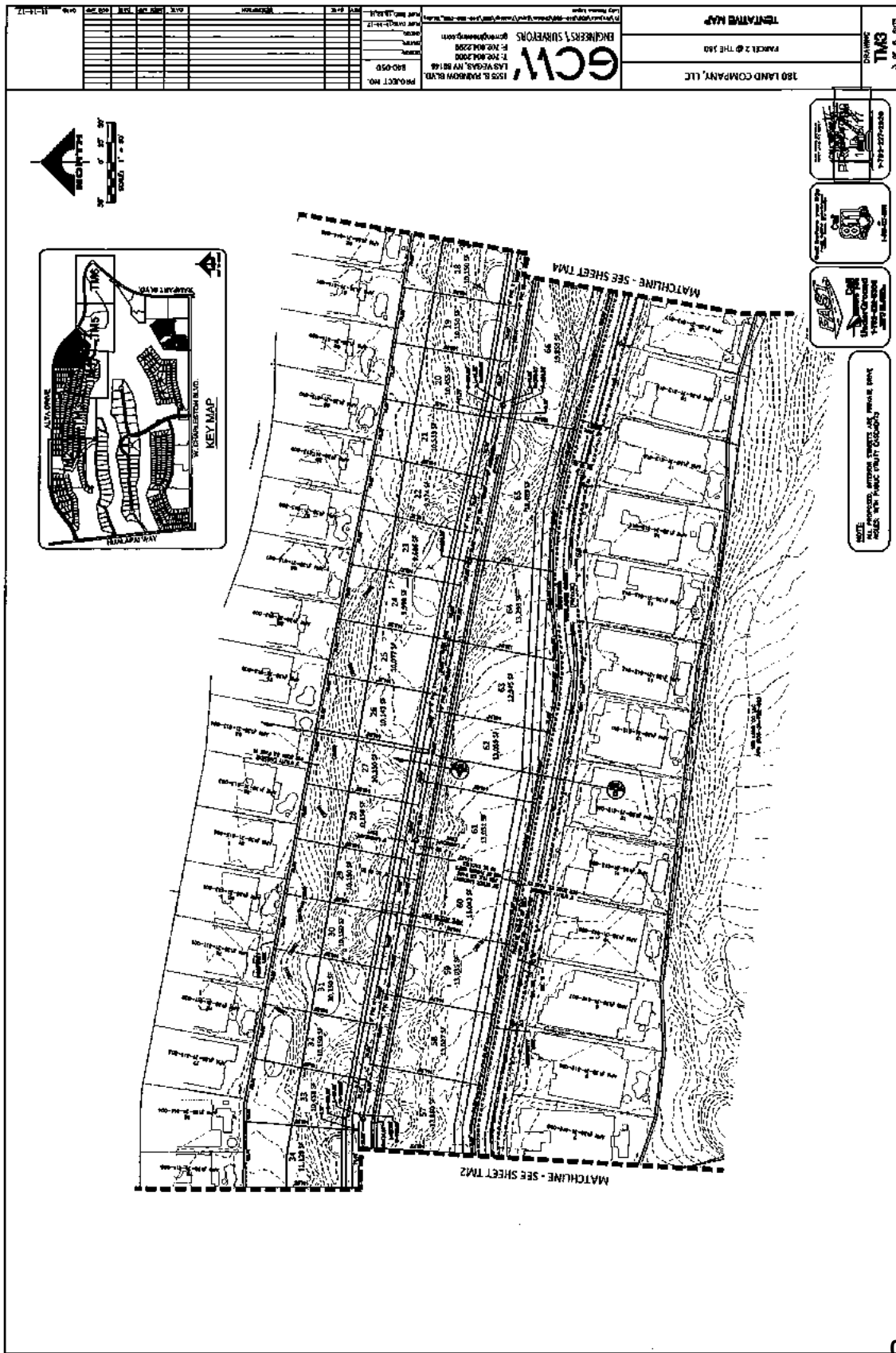
PRJ-71990
11/01/17

002893

LO 00002163

7081

7083

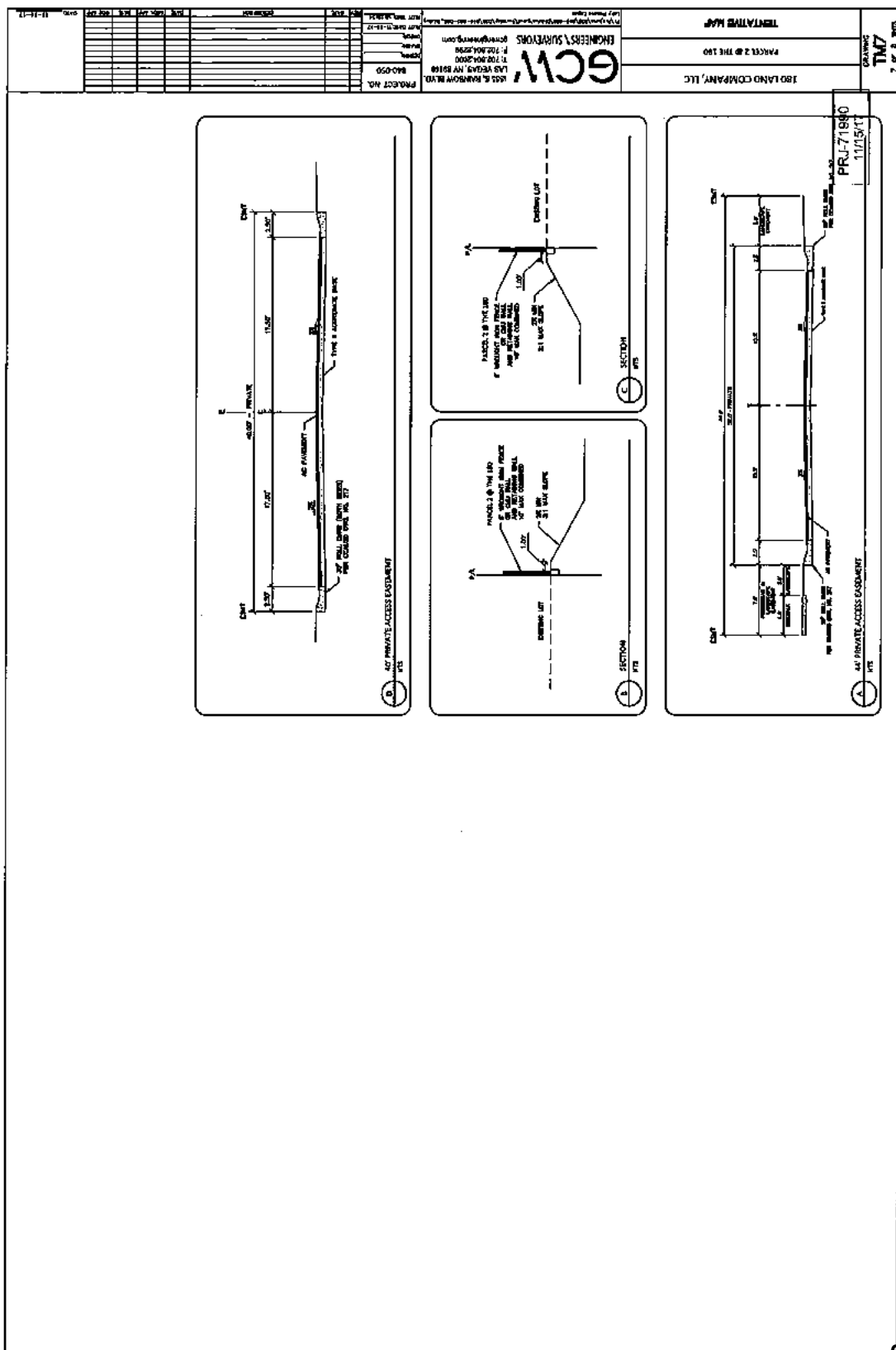


TMP-72006 - REVISED

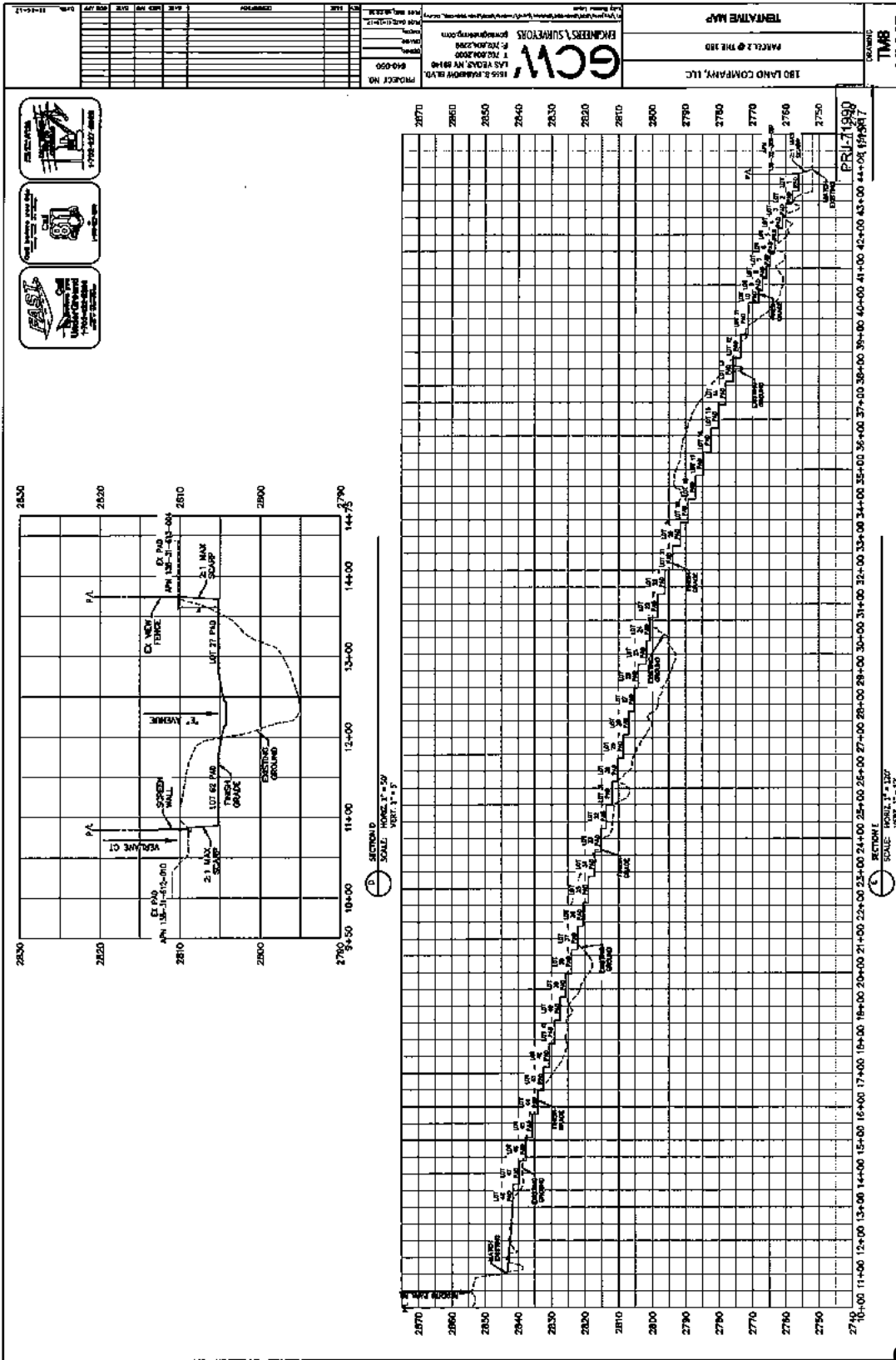
LO 00002166

7084

002900



TMP-72006 - REVISED





DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Walver-Private Access Easement Width to 44' versus City Standard

Project Address (Location) Alta Dr. and Hualapai Way

Project Name Parcel 3 @ THE 180 Proposed Use R-PD7

Assessor's Parcel #(s) 138-31-702-003 Ward # 2

General Plan: existing _____ proposed _____ Zoning: existing R-PD7 proposed _____

Commercial Square Footage _____ Floor Area Ratio _____

Gross Acres 76.93 Lots/Units 120 Density 1.559

Additional Information _____

PROPERTY OWNER <u>180 Land Co. LLC</u>	Contact <u>Yohan Lowie</u>
Address <u>1215 S. Ft. Apache Suite 120</u>	Phone: <u>(702) 940-6930</u> Fax: <u>(702) 940-6931</u>
City <u>Las Vegas</u>	State <u>NV</u> Zip <u>89117</u>
E-mail Address <u>yohan@ehbcompanies.com</u>	

APPLICANT <u>180 Land Co. LLC</u>	Contact <u>Yohan Lowie</u>
Address <u>1215 S. Ft. Apache Suite 120</u>	Phone: <u>(702) 940-6930</u> Fax: <u>(702) 940-6931</u>
City <u>Las Vegas</u>	State <u>NV</u> Zip <u>89117</u>
E-mail Address <u>yohan@ehbcompanies.com</u>	

REPRESENTATIVE <u>GCW, Inc</u>	Contact <u>Cindie Gee</u>
Address <u>1555 South Rainbow</u>	Phone: <u>(702) 804-2107</u> Fax: <u>(702) 804-2299</u>
City <u>Las Vegas</u>	State <u>NV</u> Zip <u>89146</u>
E-mail Address <u>cgee@gcwengineering.com</u>	

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 Yohan Lowie

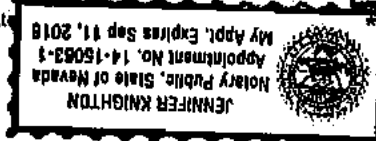
Subscribed and sworn before me

This 26th day of October, 2017.

Jennifer Knighton

Notary Public in and for said County and State

Revised 03/28/16



FOR DEPARTMENT USE ONLY

Case # **WVR-72007**

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 or its authorized agency with applicable sections of the Zoning Ordinance.

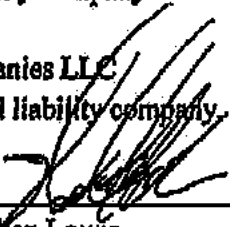
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LO 00002172

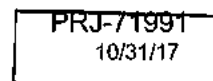
7090

180 Land Co LLC,
a Nevada limited liability company

By: BHB Companies LLC
a Nevada limited liability company, Its Manager

By: 
Name: Yohan Lowie
Title: Its Manager
Date: 10/31/17

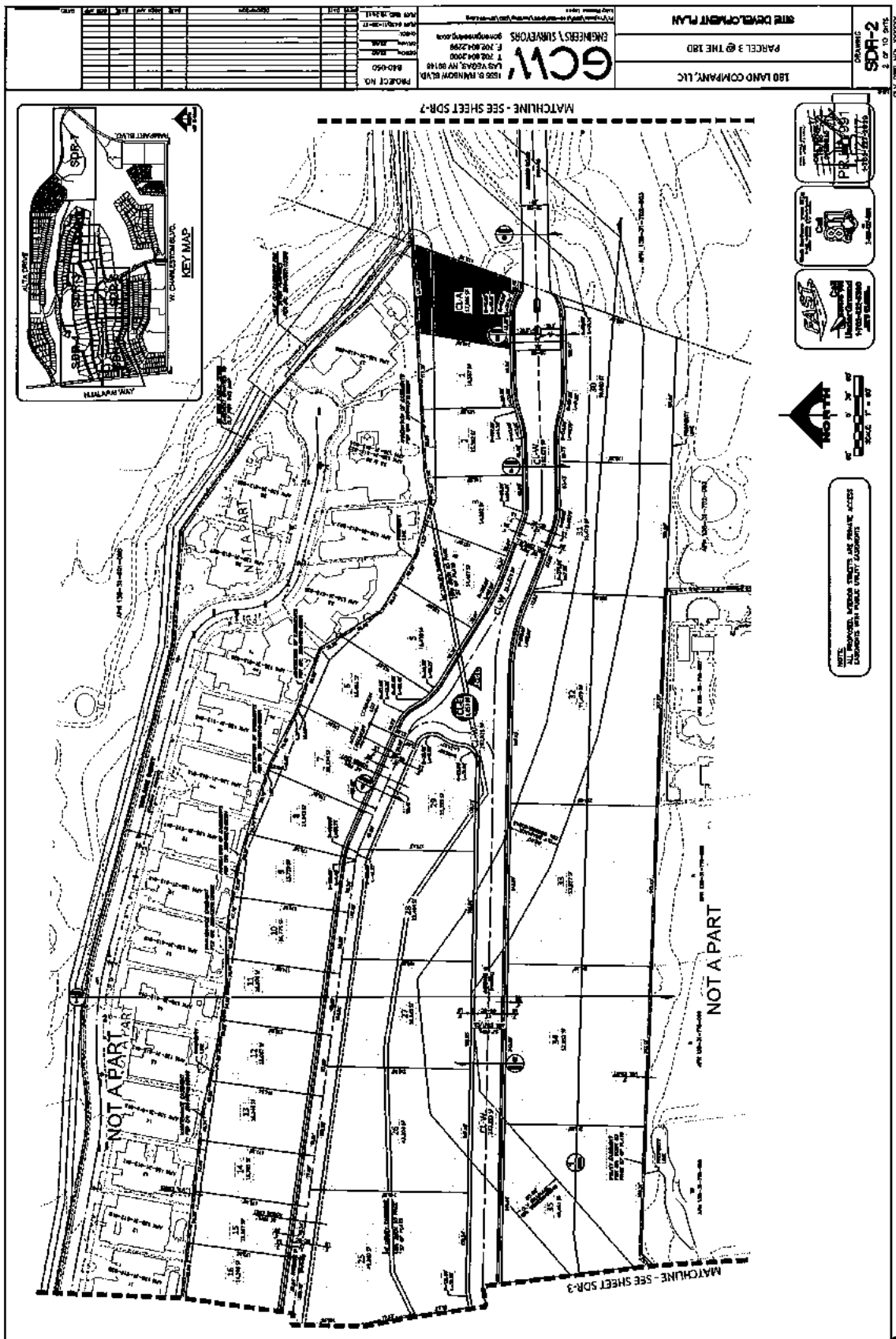
WVR-72007



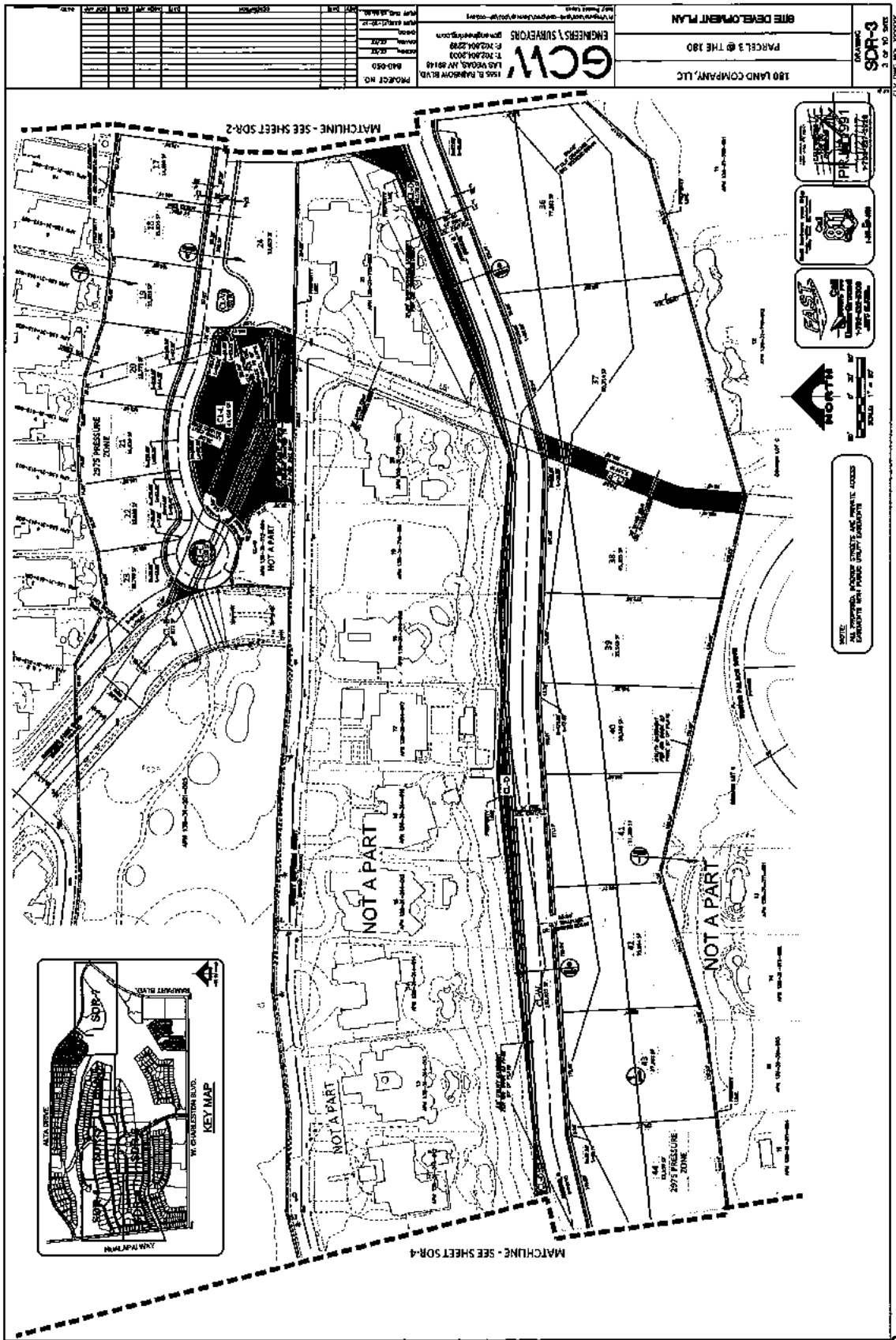
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LO 00002173

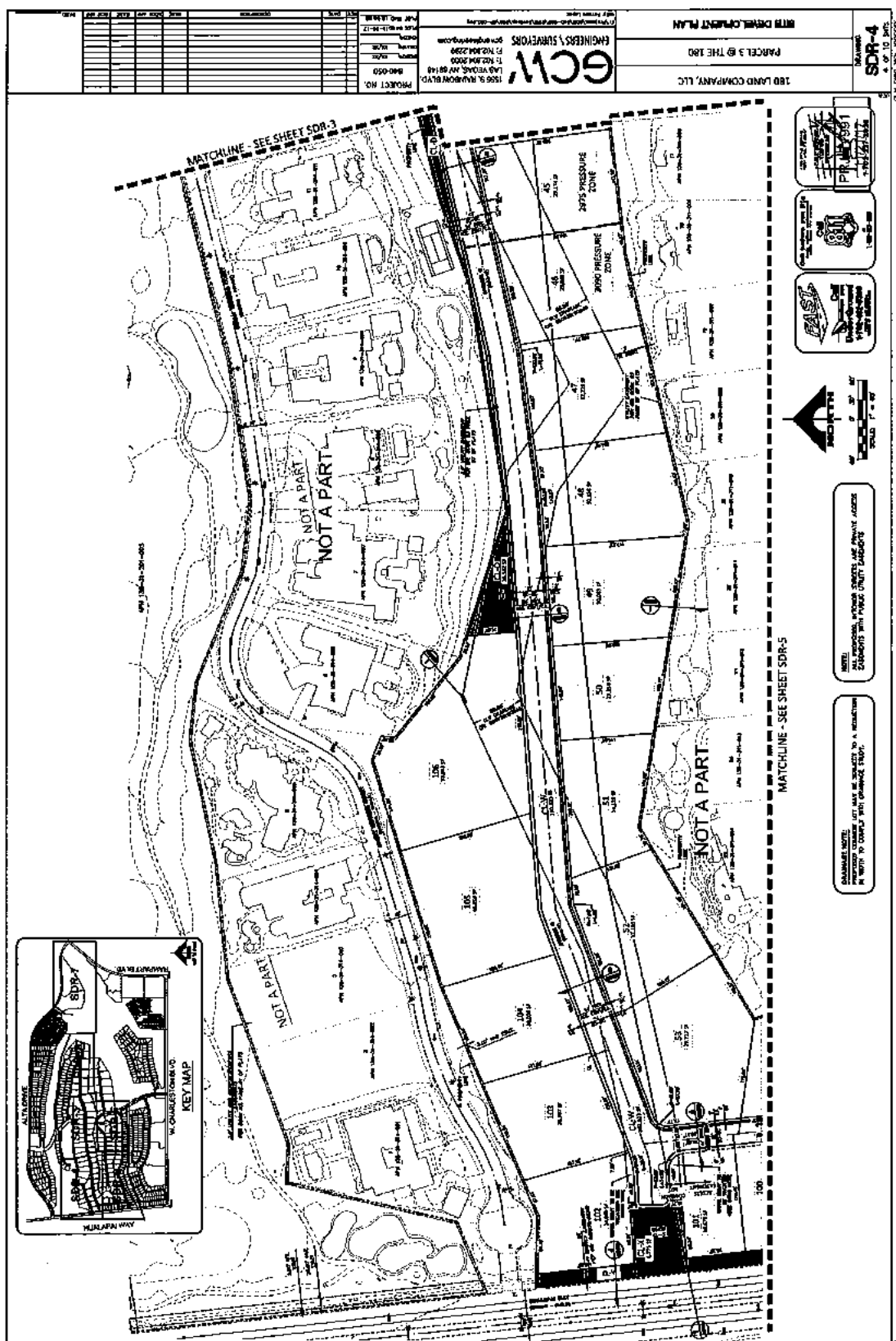
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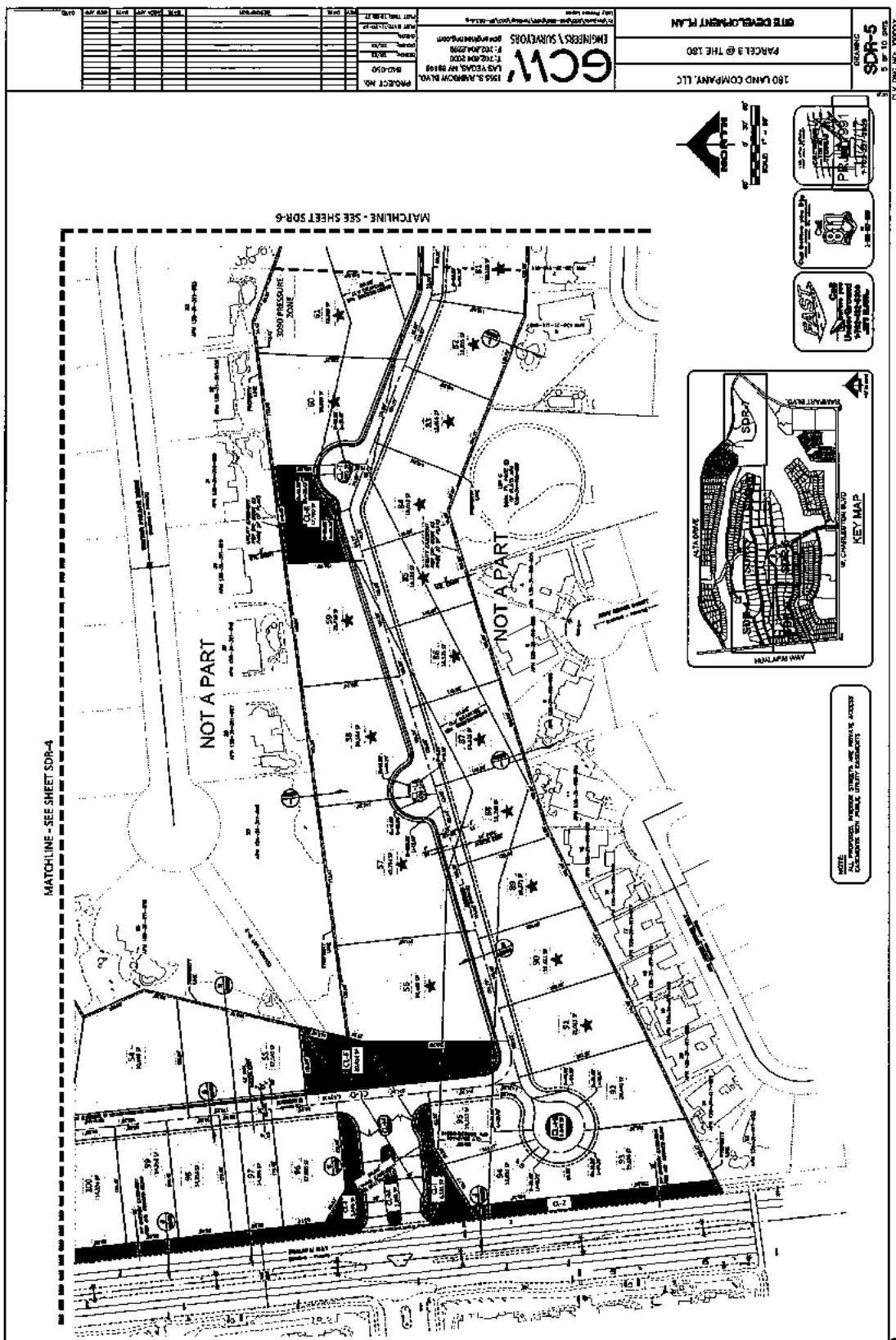


WVR-72007, SDR-72008 and TMP-72009 - REVISED



WVR-72007, SDR-72008 and TMP-72009 - REVISED

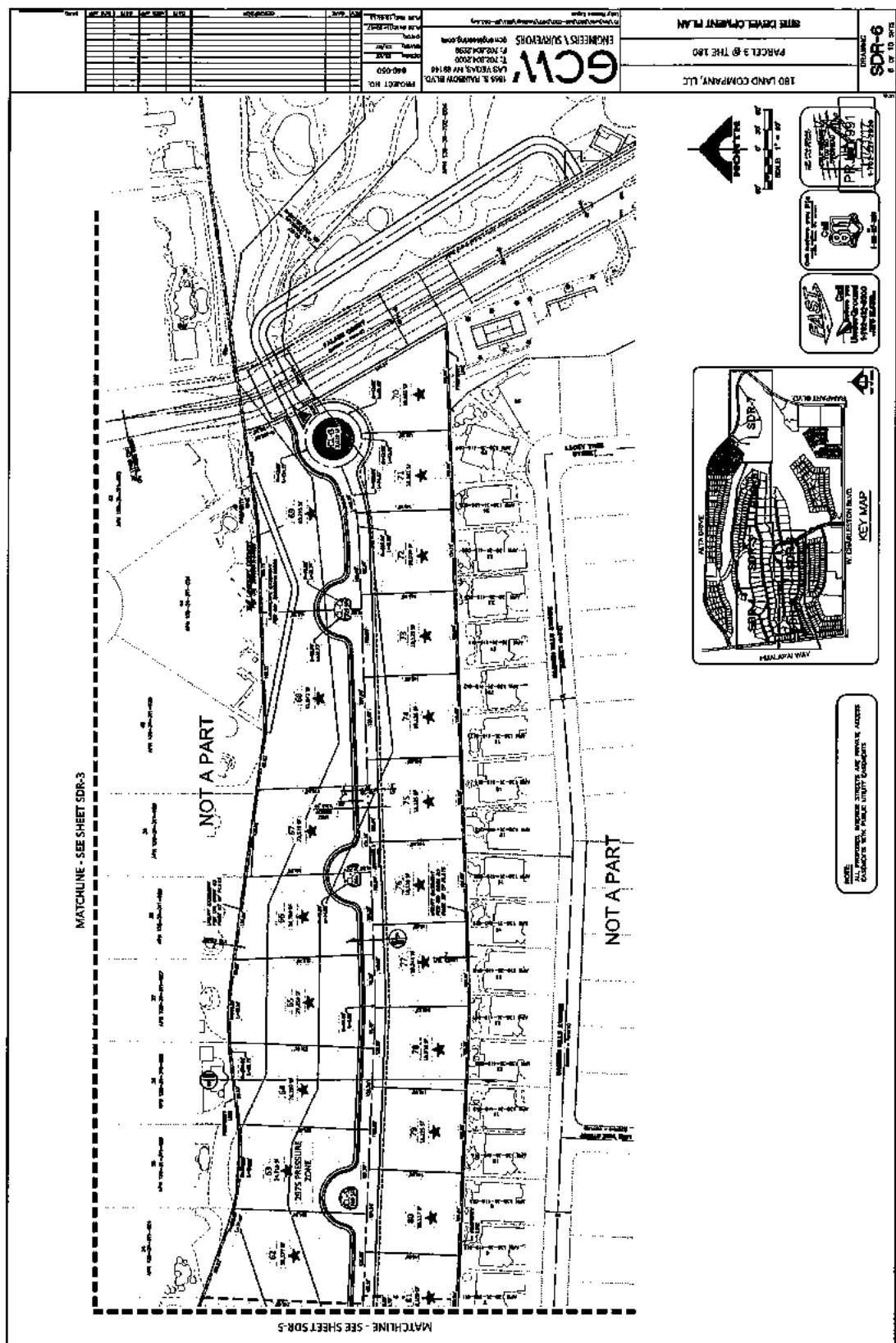


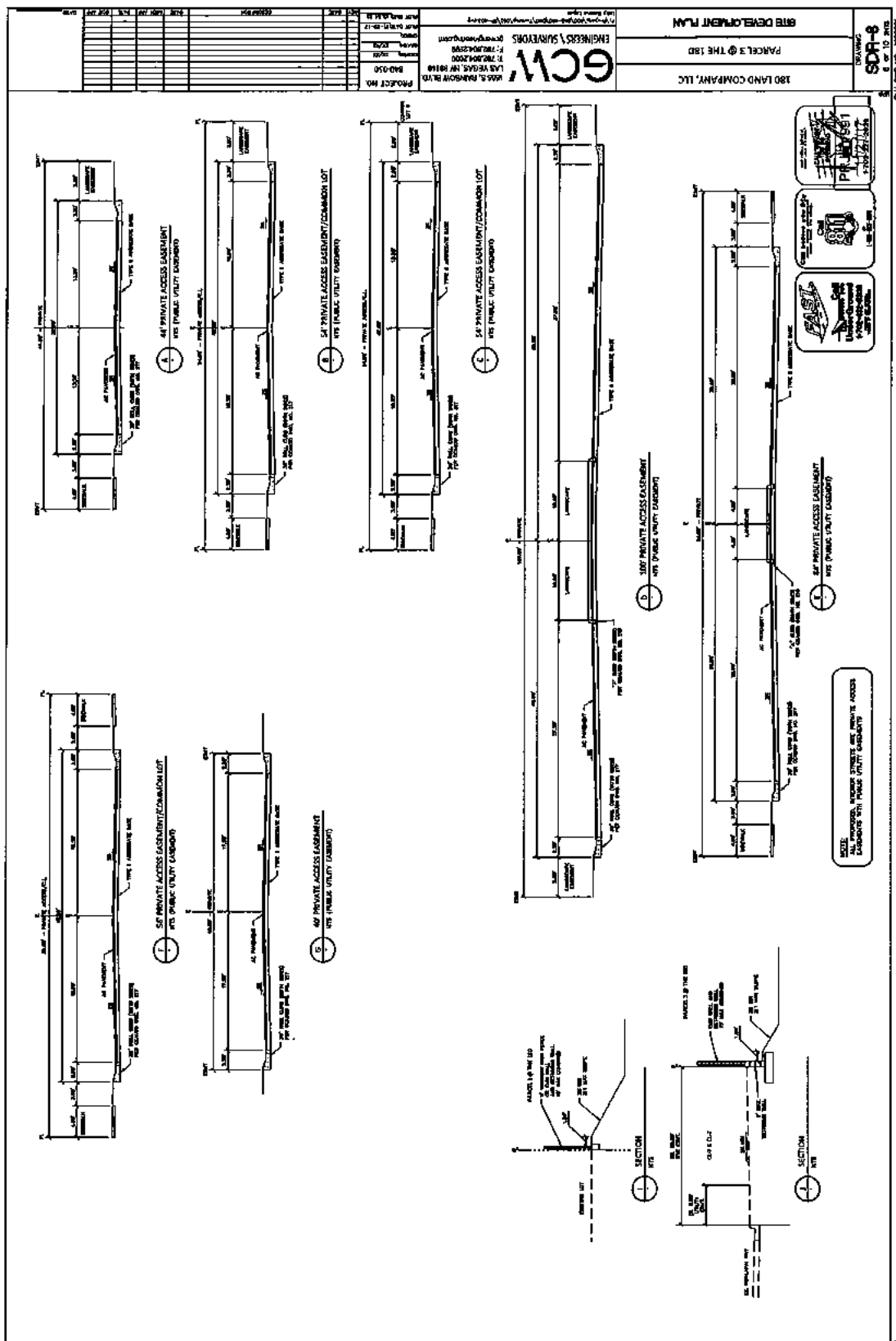


WVR-72007, SDR-72008 and TMP-72009 - REVISED

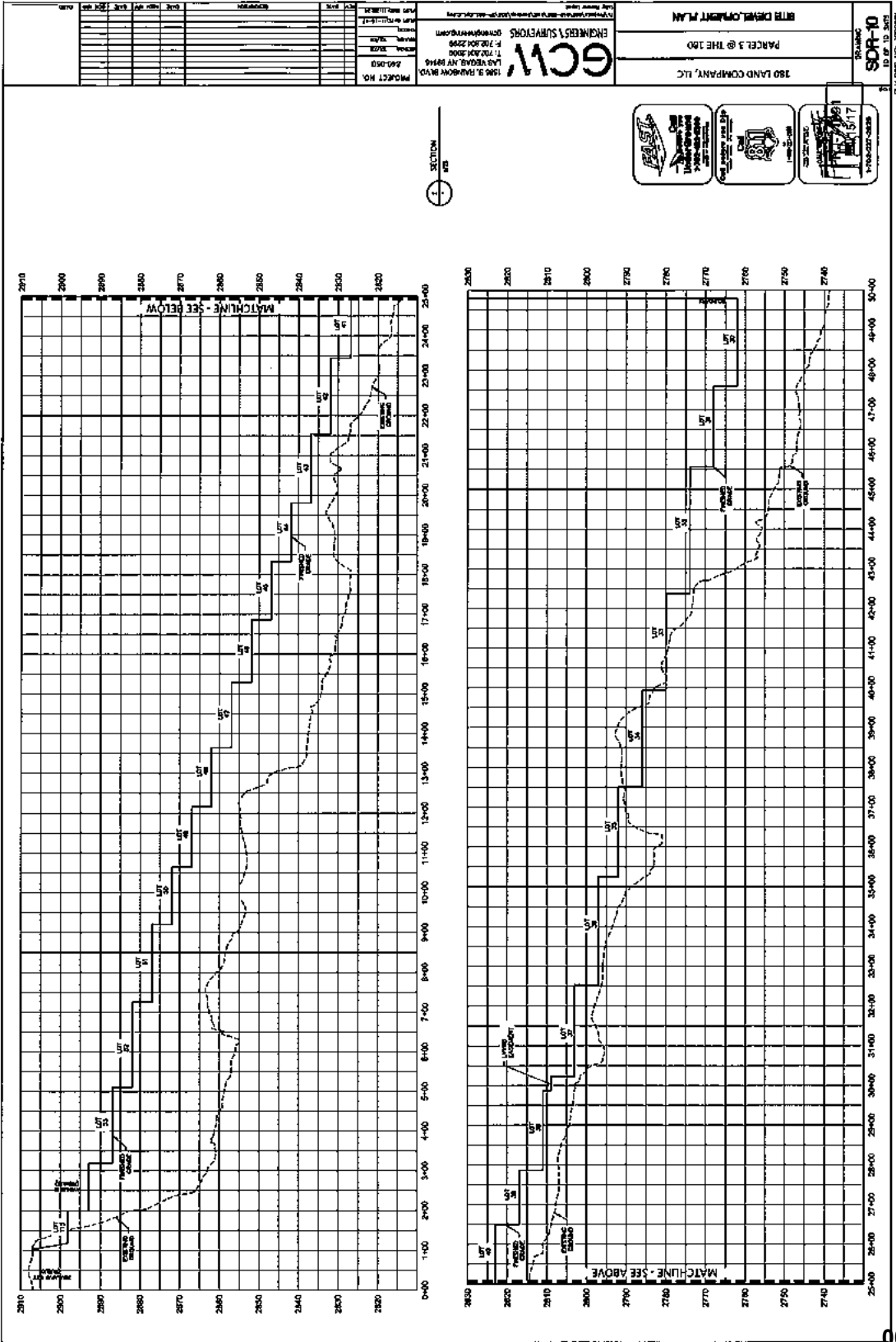
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LO 00002178

WVR-72007, SDR-72008 and TMP-72009 - REVISED





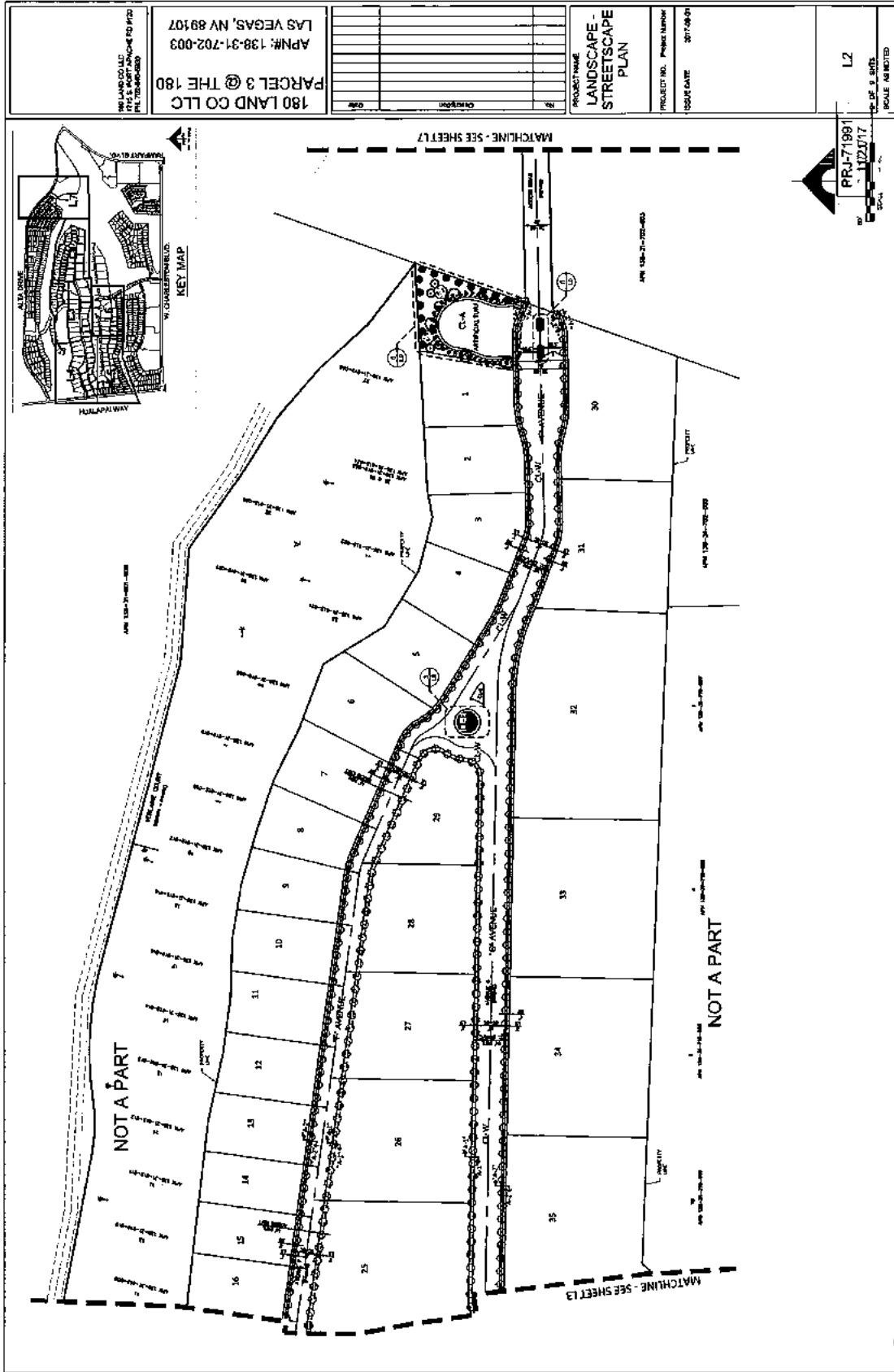




002913

LO 00002183

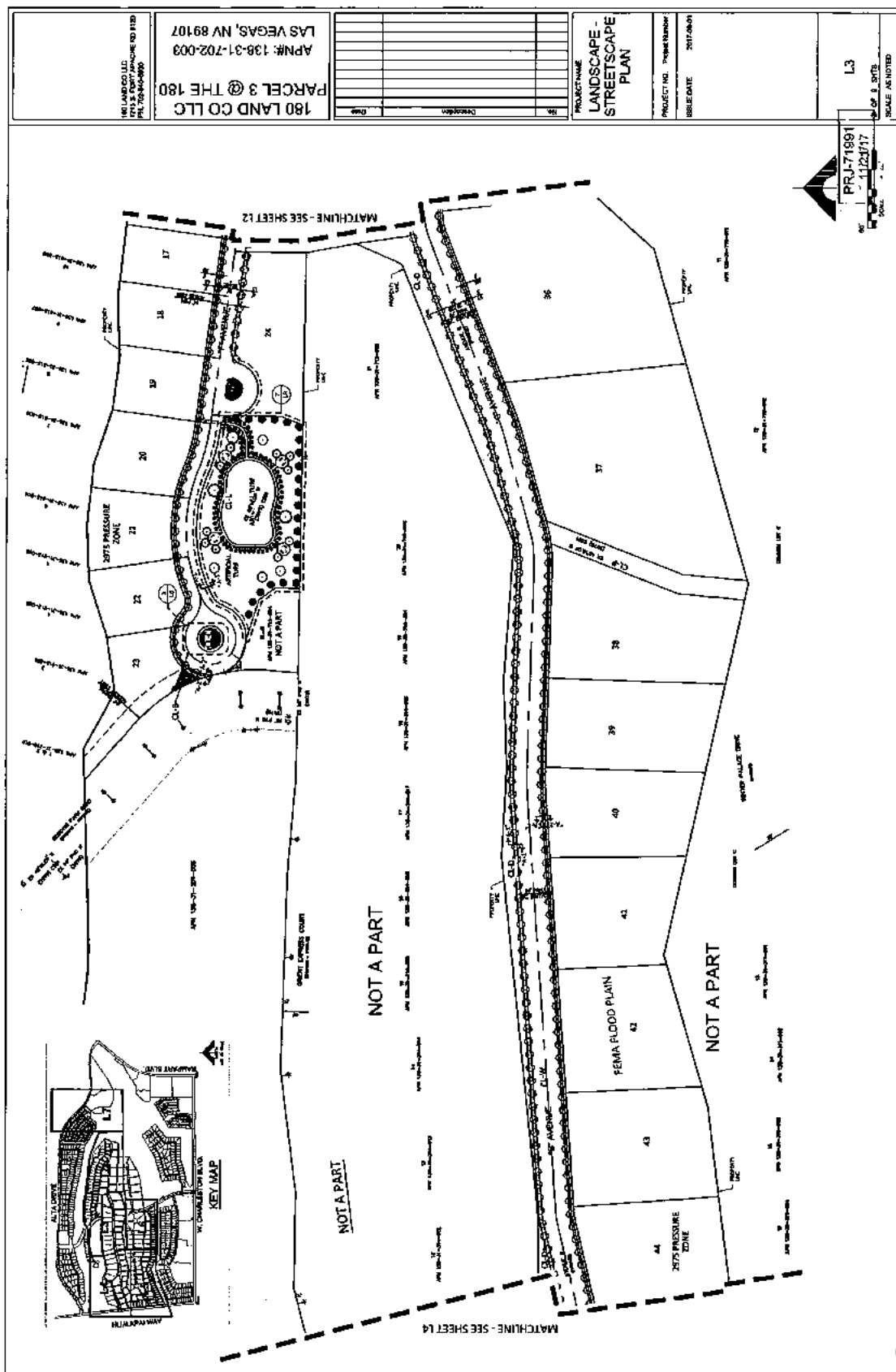
WVR-72007, SDR-72008 and TMP-72009 - REVISED



002915

10.00002185

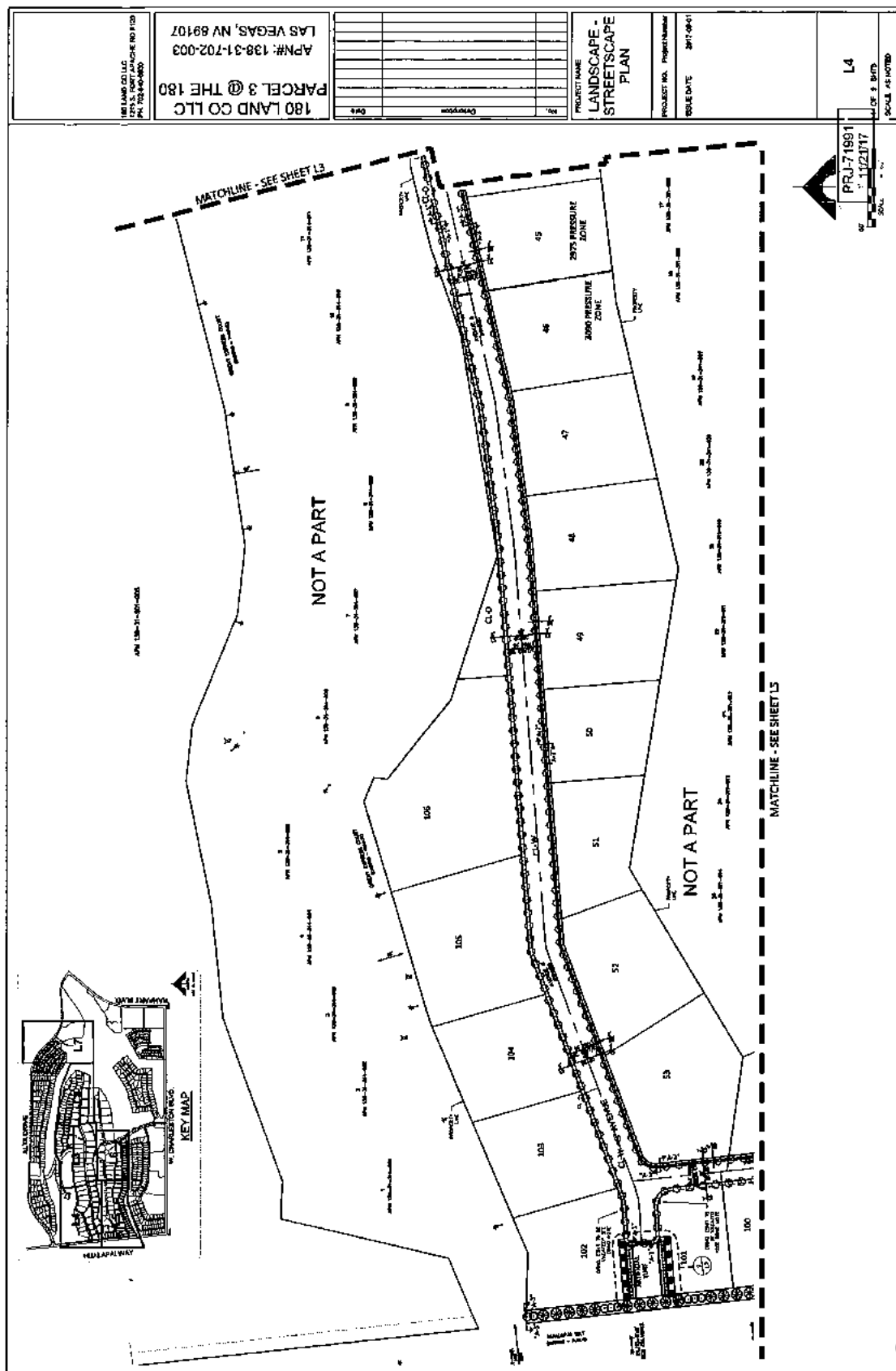
WVR-72007, SDR-72008 and TMP-72009 - REVISED



WVR-72007, SDR-72008 and TMP-72009 - REVISED

002916

LO00002186

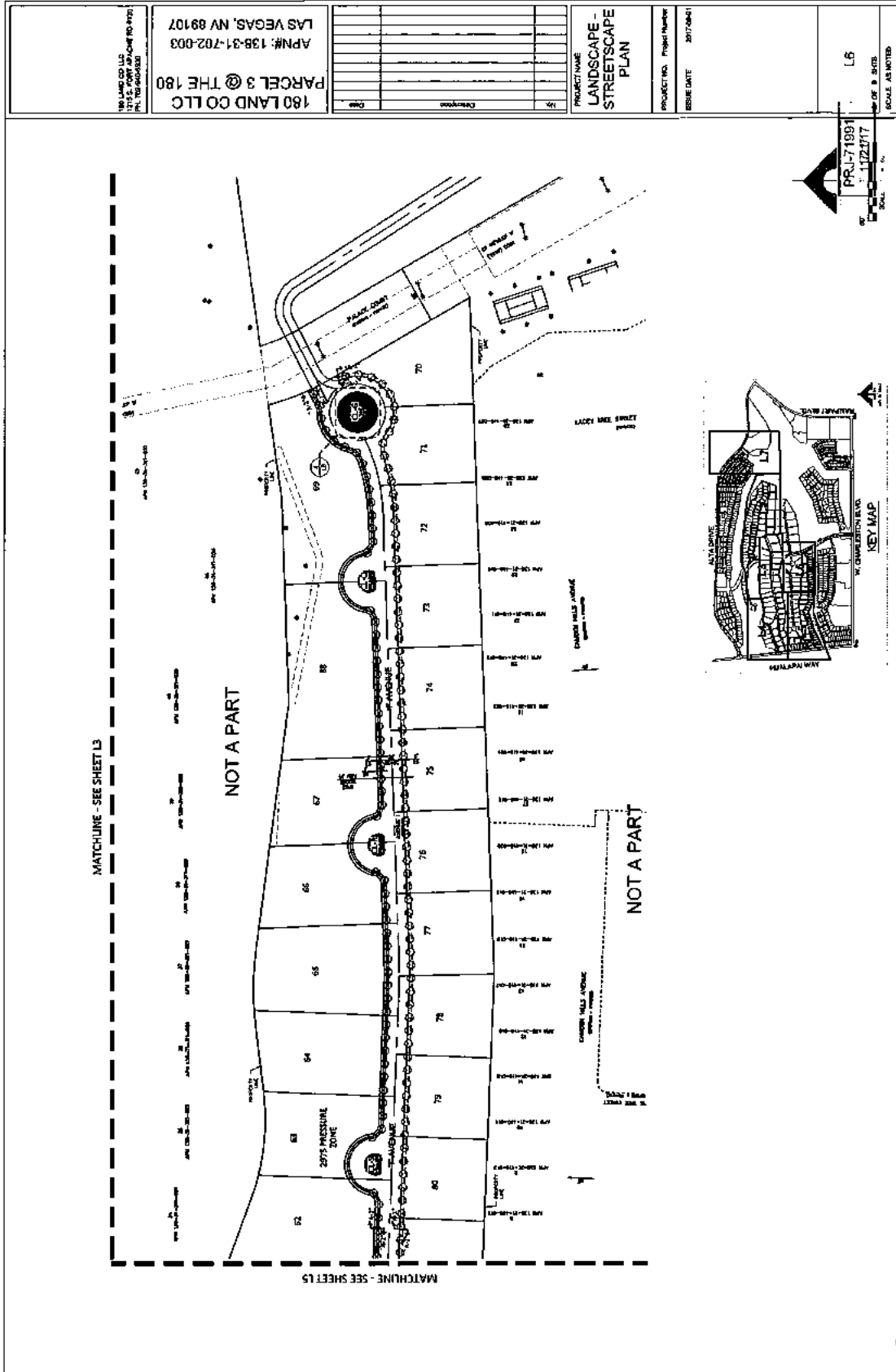


WVR-72007, SDR-72008 and TMP-72009 - REVISED

7105

002917

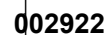
LO 00002187



002919

LO.00002189

WVR-72007, SDR-72008 and TMP-72009 - REVISED



WVR-72007, SDR-72008 and TMP-72009 - REVISED