# IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellant,

vs.

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

Respondents.

No. 84345

Electronically Filed
Aug 25 2022 02:04 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

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

Appellants/Cross-Respondents,

vs.

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

Respondent/Cross-Appellant.

No. 84640

**JOINT APPENDIX, VOLUME NO. 59**

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*Attorneys for City of Las Vegas*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

| | |
|---|---|
| 180 LAND CO LLC, a Nevada limited liability company, FORE STARS, LTD., a Nevada limited liability company and SEVENTY ACRES, LLC, a Nevada limited liability company, DOE INDIVIDUALS I-X, DOE CORPORATIONS I-X, and DOE LIMITED LIABILITY COMPANIES I-X,<br><br>Plaintiffs,<br><br>v.<br><br>CITY OF LAS VEGAS, a political subdivision of the State of Nevada; ROE GOVERNMENT ENTITIES I-X; ROE CORPORATIONS I-X; ROE INDIVIDUALS I-X; ROE LIMITED-LIABILITY COMPANIES I-X; ROE QUASI-GOVERNMENTAL ENTITIES I-X,<br><br>Defendants. | CASE NO.: A-17-758528-J<br><br>DEPT. NO.: XVI<br><br>**APPENDIX OF EXHIBITS IN SUPPORT OF CITY'S OPPOSITION TO PLAINTIFF'S MOTION TO DETERMINE TAKE AND FOR SUMMARY JUDGMENT ON THE FIRST, THIRD, AND FOURTH CLAIMS FOR RELIEF AND COUNTERMOTION FOR SUMMARY JUDGMENT**<br><br>**VOLUME 3** |

The City of Las Vegas ("City") submits this Appendix of Exhibits in Support of the City's Opposition to Plaintiff's Motion to Determine Take and For Summary Judgement on the First, Third, and Fourth Claims for Relief and its Countermotion for Summary Judgment.

| Exhibit | Exhibit Description | Vol. | Bates No. |
|---|---|---|---|
| A | City records regarding Ordinance No. 2136 (Annexing 2,246 acres to the City of Las Vegas) | I | 0001-0011 |
| B | City records regarding Peccole Land Use Plan and Z-34-81 rezoning application | 1 | 0012-0030 |

| Exhibit | Exhibit Description | Vol. | Bates No. |
|---|---|---|---|
| C | City records regarding Venetian Foothills Master Plan and Z-30-86 rezoning application | 1 | 0031-0050 |
| D | Excerpts of the 1985 City of Las Vegas General Plan | 1 | 0051-0061 |
| E | City records regarding Peccole Ranch Master Plan and Z-139-88 phase I rezoning application | 1 | 0062-0106 |
| F | City records regarding Z-40-89 rezoning application | 1 | 0107-0113 |
| G | Ordinance No. 3472 and related records | 1 | 0114-0137 |
| H | City records regarding Amendment to Peccole Ranch Master Plan and Z-17-90 phase II rezoning application | 1 | 0138-0194 |
| I | Excerpts of 1992 City of Las Vegas General Plan | 2 | 0195-0248 |
| J | City records related to Badlands Golf Course expansion | 2 | 0249-0254 |
| K | Excerpt of land use case files for GPA-24-98 and GPA-6199 | 2 | 0255-0257 |
| L | Ordinance No. 5250 and Excerpts of Las Vegas 2020 Master Plan | 2 | 0258-0273 |
| M | Miscellaneous Southwest Sector Land Use Maps from 2002-2005 | 2 | 0274-0277 |
| N | Ordinance No. 5787 and Excerpts of 2005 Land Use Element | 2 | 0278-0291 |
| O | Ordinance No. 6056 and Excerpts of 2009 Land Use & Rural Neighborhoods Preservation Element | 2 | 0292-0301 |
| P | Ordinance No. 6152 and Excerpts of 2012 Land Use & Rural Neighborhoods Preservation Element | 2 | 0302-0317 |
| Q | Ordinance No. 6622 and Excerpts of 2018 Land Use & Rural Neighborhoods Preservation Element | 2 | 0318-0332 |
| R | Ordinance No. 1582 | 2 | 0333-0339 |
| S | Ordinance No. 4073 and Excerpt of the 1997 City of Las Vegas Zoning Code | 2 | 0340-0341 |
| T | Ordinance No. 5353 | 2 | 0342-0361 |
| U | Ordinance No. 6135 and Excerpts of City of Las Vegas Unified Development Code adopted March 16, 2011 | 2 | 0362-0364 |
| V | Deeds transferring ownership of the Badlands Golf Course | 2 | 0365-0377 |
| W | Third Revised Justification Letter regarding the Major Modification to the 1990 Conceptual Peccole Ranch Master Plan | 2 | 0378-0381 |
| X | Parcel maps recorded by the Developer subdividing the Badlands Golf Course | 3 | 0382-0410 |
| Y | EHB Companies promotional materials | 3 | 0411-0445 |
| Z | General Plan Amendment (GPA-62387), Rezoning (ZON-62392) and Site Development Plan Review (SDR-62393) applications | 3 | 0446-0466 |
| AA | Staff Report regarding 17-Acre Applications | 3 | 0467-0482 |

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|---|---|---|---|
| BB | Major Modification (MOD-63600), Rezoning (ZON-63601), General Plan Amendment (GPA-63599), and Development Agreement (DIR-63602) applications | 3 | 0483-0582 |
| CC | Letter requesting withdrawal of MOD-63600, GPA-63599, ZON-63601, DIR-63602 applications | 4 | 0583 |
| DD | Transcript of February 15, 2017 City Council meeting | 4 | 0584-0597 |
| EE | Judge Crockett's March 5, 2018 order granting Queensridge homeowners' petition for judicial review, Case No. A-17-752344-J | 4 | 0598-0611 |
| FF | Docket for NSC Case No. 75481 | 4 | 0612-0623 |
| GG | Complaint filed by Fore Stars Ltd. and Seventy Acres LLC, Case No. A-18-773268-C | 4 | 0624-0643 |
| HH | General Plan Amendment (GPA-68385), Site Development Plan Review (SDR-68481), Tentative Map (TMP-68482), and Waiver (68480) applications | 4 | 0644-0671 |
| II | June 21, 2017 City Council meeting minutes and transcript excerpt regarding GPA-68385, SDR-68481, TMP-68482, and 68480. | 4 | 0672-0679 |
| JJ | Docket for Case No. A-17-758528-J | 4 | 0680-0768 |
| KK | Judge Williams' Findings of Fact and Conclusions of Law, Case No. A-17-758528-J | 5 | 0769-0793 |
| LL | Development Agreement (DIR-70539) application | 5 | 0794-0879 |
| MM | August 2, 2017 City Council minutes regarding DIR-70539 | 5 | 0880-0882 |
| NN | Judge Sturman's February 15, 2019 minute order granting City's motion to dismiss, Case No. A-18-775804-J | 5 | 0883 |
| OO | Excerpts of August 2, 2017 City Council meeting transcript | 5 | 0884-0932 |
| PP | Final maps for Amended Peccole West and Peccole West Lot 10 | 5 | 0933-0941 |
| QQ | Excerpt of the 1983 Edition of the Las Vegas Municipal Code | 5 | 0942-0951 |
| RR | Ordinance No. 2185 | 5 | 0952-0956 |
| SS | 1990 aerial photograph identifying Phase I and Phase II boundaries, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS) | 5 | 0957 |
| TT | 1996 aerial photograph identifying Phase I and Phase II boundaries, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS) | 5 | 0958 |
| UU | 1998 aerial photograph identifying Phase I and Phase II boundaries, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS) | 5 | 0959 |

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|---|---|---|---|
| VV | 2015 aerial photograph identifying Phase I and Phase II boundaries, retail development, hotel/casino, and Developer projects, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS) | 5 | 0960 |
| WW | 2015 aerial photograph identifying Phase I and Phase II boundaries, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS) | 5 | 0961 |
| XX | 2019 aerial photograph identifying Phase I and Phase II boundaries, and current assessor parcel numbers for the Badlands property, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS) | 5 | 0962 |
| YY | 2019 aerial photograph identifying Phase I and Phase II boundaries, and areas subject to inverse condemnation litigation, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS) | 5 | 0963 |
| ZZ | 2019 aerial photograph identifying areas subject to proposed development agreement (DIR-70539), produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS) | 5 | 0964 |
| AAA | Membership Interest Purchase and Sale Agreement | 6 | 0965-0981 |
| BBB | Transcript of May 16, 2018 City Council meeting | 6 | 0982-0998 |
| CCC | City of Las Vegas' Amicus Curiae Brief, *Seventy Acres, LLC v. Binion*, Nevada Supreme Court Case No. 75481 | 6 | 0999-1009 |
| DDD | Nevada Supreme Court March 5, 2020 Order of Reversal, *Seventy Acres, LLC v. Binion*, Nevada Supreme Court Case No. 75481 | 6 | 1010-1016 |
| EEE | Nevada Supreme Court August 24, 2020 Remittitur, *Seventy Acres, LLC v. Binion*, Nevada Supreme Court Case No. 75481 | 6 | 1017-1018 |
| FFF | March 26, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Entitlements on 17 Acres | 6 | 1019-1020 |
| GGG | September 1, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Final Entitlements for 435-Unit Housing Development Project in Badlands | 6 | 1021-1026 |
| HHH | Complaint Pursuant to 42 U.S.C. § 1983, *180 Land Co. LLC et al. v. City of Las Vegas, et al.*, 18-cv-00547 (2018) | 6 | 1027-1122 |
| III | 9th Circuit Order in *180 Land Co. LLC; et al v. City of Las Vegas, et al.*, 18-cv-0547 (Oct. 19, 2020) | 6 | 1123-1127 |
| JJJ | Plaintiff Landowners' Second Supplement to Initial Disclosures Pursuant to NRCP 16.1 in 65-Acre case | 6 | 1128-1137 |
| LLL | Bill No. 2019-48: Ordinance No. 6720 | 7 | 1138-1142 |

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|---|---|---|---|
| MMM | Bill No. 2019-51: Ordinance No. 6722 | 7 | 1143-1150 |
| NNN | March 26, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Entitlement Requests for 65 Acres | 7 | 1151-1152 |
| OOO | March 26, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Entitlement Requests for 133 Acres | 7 | 1153-1155 |
| PPP | April 15, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Entitlement Requests for 35 Acres | 7 | 1156-1157 |
| QQQ | Valbridge Property Advisors, Lubawy & Associates Inc., Appraisal Report (Aug. 26, 2015) | 7 | 1158-1247 |
| RRR | Notice of Entry of Order Adopting the Order of the Nevada Supreme Court and Denying Petition for Judicial Review | 7 | 1248-1281 |
| SSS | Letters from City of Las Vegas Approval Letters for 17-Acre Property (Feb. 16, 2017) | 8 | 1282-1287 |
| TTT | Reply Brief of Appellants 180 Land Co. LLC, Fore Stars, LTD, Seventy Acres LLC, and Yohan Lowie in *180 Land Co LLC et al v. City of Las Vegas*, Court of Appeals for the Ninth Circuit Case No. 19-16114 (June 23, 2020) | 8 | 1288-1294 |
| UUU | Excerpt of Reporter's Transcript of Hearing on City of Las Vegas' Motion to Compel Discovery Responses, Documents and Damages Calculation and Related Documents on Order Shortening Time in *180 Land Co. LLC v. City of Las Vegas*, Eighth Judicial District Court Case No. A-17-758528-J (Nov. 17, 2020) | 8 | 1295-1306 |
| VVV | Plaintiff Landowners' Sixteenth Supplement to Initial Disclosures in *180 Land Co., LLC v. City of Las Vegas*, Eighth Judicial District Court Case No. A-17-758528-J (Nov. 10, 2020) | 8 | 1307-1321 |
| WWW | Excerpt of Transcript of Las Vegas City Council Meeting (Aug. 2, 2017) | 8 | 1322-1371 |
| XXX | Notice of Entry of Findings of Facts and Conclusions of Law on Petition for Judicial Review in *180 Land Co. LLC v. City of Las Vegas*, Eighth Judicial District Court Case No.A-17-758528-J (Nov. 26, 2018) | 8 | 1372-1399 |
| YYY | Notice of Entry of Order *Nunc Pro Tunc* Regarding Findings of Fact and Conclusion of Law Entered November 21, 2019 in *180 Land Co. LLC v. City of Las Vegas*, Eighth Judicial District Court Case No.A-17-758528 (Feb. 6, 2019) | 8 | 1400-1405 |
| ZZZ | City of Las Vegas Agenda Memo – Planning, for City Council Meeting June 21, 2017, Re: GPA-68385, WVR-68480, SDR-68481, and TMP-68482 [PRJ-67184] | 8 | 1406-1432 |

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|---|---|---|---|
| AAAA | Excerpts from the Land Use and Rural Neighborhoods Preservation Element of the City's 2020 Master Plan adopted by the City Council of the City on September 2, 2009 | 8 | 1433-1439 |
| BBBB | Summons and Complaint for Declaratory Relief and Injunctive Relief, and Verified Claims in Inverse Condemnation in *180 Land Co. LLC v. City of Las Vegas*, Eighth Judicial District Court Case No.A-18-780184-C | 8 | 1440-1477 |
| CCCC | Notice of Entry of Findings of Fact and Conclusions of Law Granting City of Las Vegas' Motion for Summary Judgment in *180 Land Co. LLC v. City of Las Vegas*, Eighth Judicial District Court Case No.A-18-780184-C (Dec. 30, 2020) | 8 | 1478-1515 |
| DDDD | Peter Lowenstein Declaration | 9 | 1516-1522 |
| DDDD-1 | Exhibit 1 to Peter Lowenstein Declaration: Diagram of Existing Access Points | 9 | 1523-1526 |
| DDDD-2 | Exhibit 2 to Peter Lowenstein Declaration: July 5, 2017 Email from Mark Colloton | 9 | 1527-1531 |
| DDDD-3 | Exhibit 3 to Peter Lowenstein Declaration: June 28, 2017 Permit application | 9 | 1532-1533 |
| DDDD-4 | Exhibit 4 to Peter Lowenstein Declaration: June 29, 2017 Email from Mark Colloton re Rampart and Hualapai | 9 | 1534-1536 |
| DDDD-5 | Exhibit 5 to Peter Lowenstein Declaration: August 24, 2017 Letter from City Department of Planning | 9 | 1537 |
| DDDD-6 | Exhibit 6 to Peter Lowenstein Declaration: July 26, 2017 Email from Peter Lowenstein re Wall Fence | 9 | 1538 |
| DDDD-7 | Exhibit 7 to Peter Lowenstein Declaration: August 10, 2017 Application for Walls, Fences, or Retaining Walls; related materials | 9 | 1539-1546 |
| DDDD-8 | Exhibit 8 to Peter Lowenstein Declaration: August 24, 2017 Email from Steve Gebeke | 9 | 1547-1553 |
| DDDD-9 | Exhibit 9 to Peter Lowenstein Declaration: Bill No. 2018-24 | 9 | 1554-1569 |
| DDDD-10 | Exhibit 10 to Peter Lowenstein Declaration: Las Vegas City Council Ordinance No. 6056 and excerpts from Land Use & Rural Neighborhoods Preservation Element | 9 | 1570-1577 |
| DDDD-11 | Exhibit 11 to Peter Lowenstein Declaration: documents submitted to Las Vegas Planning Commission by Jim Jimmerson at February 14, 2017 Planning Commission meeting | 9 | 1578-1587 |
| EEEE | GPA-72220 application form | 9 | 1588-1590 |
| FFFF | Chris Molina Declaration | 9 | 1591-1605 |
| FFFF-1 | Fully Executed Copy of Membership Interest Purchase and Sale Agreement for Fore Stars Ltd. | 9 | 1606-1622 |

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|---|---|---|---|
| FFFF-2 | Summary of Communications between Developer and Peccole family regarding acquisition of Badlands Property | 9 | 1623-1629 |
| FFFF-3 | Reference map of properties involved in transactions between Developer and Peccole family | 9 | 1630 |
| FFFF-4 | Excerpt of appraisal for One Queensridge place dated October 13, 2005 | 9 | 1631-1632 |
| FFFF-5 | Site Plan Approval for One Queensridge Place (SDR-4206) | 9 | 1633-1636 |
| FFFF-6 | Securities Redemption Agreement dated September 14, 2005 | 9 | 1637-1654 |
| FFFF-7 | Securities Purchase Agreement dated September 14, 2005 | 9 | 1655-1692 |
| FFFF-8 | Badlands Golf Course Clubhouse Improvement Agreement dated September 6, 2005 | 9 | 1693-1730 |
| FFFF-9 | Settlement Agreement and Mutual Release dated June 28, 2013 | 10 | 1731-1782 |
| FFFF-10 | June 12, 2014 emails and Letter of Intent regarding the Badlands Golf Course | 10 | 1783-1786 |
| FFFF-11 | July 25, 2014 email and initial draft of Golf Course Purchase Agreement | 10 | 1787-1813 |
| FFFF-12 | August 26, 2014 email from Todd Davis and revised purchase agreement | 10 | 1814-1843 |
| FFFF-13 | August 27, 2014 email from Billy Bayne regarding purchase agreement | 10 | 1844-1846 |
| FFFF-14 | September 15, 2014 email and draft letter to BGC Holdings LLC regarding right of first refusal | 10 | 1847-1848 |
| FFFF-15 | November 3, 2014 email regarding BGC Holdings LLC | 10 | 1849-1851 |
| FFFF-16 | November 26, 2014 email and initial draft of stock purchase and sale agreement | 10 | 1852-1870 |
| FFFF-17 | December 1, 2015 emails regarding stock purchase agreement | 10 | 1871-1872 |
| FFFF-18 | December 1, 2015 email and fully executed signature page for stock purchase agreement | 10 | 1873-1874 |
| FFFF-19 | December 23, 2014 emails regarding separation of Fore Stars Ltd. and WRL LLC acquisitions into separate agreements | 10 | 1875-1876 |
| FFFF-20 | February 19, 2015 emails regarding notes and clarifications to purchase agreement | 10 | 1877-1879 |
| FFFF-21 | February 26, 2015 email regarding revised purchase agreements for Fore Stars Ltd. and WRL LLC | 10 | 1880 |
| FFFF-22 | February 27, 2015 emails regarding revised purchase agreements for Fore Stars Ltd. and WRL LLC | 10 | 1881-1882 |
| FFFF-23 | Fully executed Membership Interest Purchase Agreement for WRL LLC | 10 | 1883-1890 |

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|---|---|---|---|
| FFFF-24 | June 12, 2015 email regarding clubhouse parcel and recorded parcel map | 10 | 1891-1895 |
| FFFF-25 | Quitclaim deed for Clubhouse Parcel from Queensridge Towers LLC to Fore Stars Ltd. | 10 | 1896-1900 |
| FFFF-26 | Record of Survey for Hualapai Commons Ltd. | 10 | 1901 |
| FFFF-27 | Deed from Hualapai Commons Ltd. to EHC Hualapai LLC | 10 | 1902-1914 |
| FFFF-28 | Purchase Agreement between Hualapai Commons Ltd. and EHC Hualapai LLC | 10 | 1915-1931 |
| FFFF-29 | City of Las Vegas' First Set of Interrogatories to Plaintiff | 10 | 1932-1945 |
| FFFF-30 | Plaintiff 180 Land Company LLC's Responses to City of Las Vegas' First Set of Interrogatories to Plaintiff, 3rd Supplement | 10 | 1946-1973 |
| FFFF-31 | City of Las Vegas' Second Set of Requests for Production of Documents to Plaintiff | 11 | 1974-1981 |
| FFFF-32 | Plaintiff 180 Land Company LLC's Response to Defendant City of Las Vegas' Second Set of Requests for Production of Documents to Plaintiff | 11 | 1982-1989 |
| FFFF-33 | September 14, 2020 Letter to Plaintiff regarding Response to Second Set of Requests for Production of Documents | 11 | 1990-1994 |
| FFFF-34 | First Supplement to Plaintiff Landowners Response to Defendant City of Las Vegas' Second Set of Requests for Production of Documents to Plaintiff | 11 | 1995-2002 |
| FFFF-35 | Motion to Compel Discovery Responses, Documents and Damages Calculation, and Related Documents on Order Shortening Time | 11 | 2003-2032 |
| FFFF-36 | Transcript of November 17, 2020 hearing regarding City's Motion to Compel Discovery Responses, Documents and Damages Calculation, and Related Documents on Order Shortening Time | 11 | 2033-2109 |
| FFFF-37 | February 24, 2021 Order Granting in Part and denying in part City's Motion to Compel Discovery Responses, Documents and Damages Calculation, and Related Documents on Order Shortening Time | 11 | 2110-2118 |
| FFFF-38 | April 1, 2021 Letter to Plaintiff regarding February 24, 2021 Order | 11 | 2119-2120 |
| FFFF-39 | April 6, 2021 email from Elizabeth Ghanem Ham regarding letter dated April 1, 2021 | 11 | 2121-2123 |
| FFFF-40 | Hydrologic Criteria and Drainage Design Manual, Section 200 | 11 | 2124-2142 |
| FFFF-41 | Hydrologic Criteria and Drainage Design Manual, Standard Form 1 | 11 | 2143 |
| FFFF-42 | Hydrologic Criteria and Drainage Design Manual, Standard Form 2 | 11 | 2144-2148 |
| FFFF-43 | Email correspondence regarding minutes of August 13, 2018 meeting with GCW regarding Technical Drainage Study | 11 | 2149-2152 |

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|---|---|---|---|
| FFFF-44 | Excerpts from Peccole Ranch Master Plan Phase II regarding drainage and open space | 11 | 2153-2159 |
| FFFF-45 | Aerial photos and demonstrative aids showing Badlands open space and drainage system | 11 | 2160-2163 |
| FFFF-46 | August 16, 2016 letter from City Streets & Sanitation Manager regarding Badlands Golf Course Drainage Maintenance | 11 | 2164-2166 |
| FFFF-47 | Excerpt from EHB Companies promotional materials regarding security concerns and drainage culverts | 11 | 2167 |
| GGGG | Landowners' Reply in Support of Countermotion for Judicial Determination of Liability on the Landowners' Inverse Condemnation Claims Etc. in *180 Land Co., LLC v. City of Las Vegas*, Eighth Judicial District Court Case No. A-17-758528-J (March 21, 2019) | 11 | 2168-2178 |
| HHHH | State of Nevada State Board of Equalization Notice of Decision, *In the Matter of Fore Star Ltd., et al.* (Nov. 30, 2017) | 11 | 2179-2183 |
| IIII | Clark County Real Property Tax Values | 11 | 2184-2199 |
| JJJJ | Clark County Tax Assessor's Property Account Inquiry - Summary Screen | 11 | 2200-2201 |
| KKKK | February 22, 2017 Clark County Assessor Letter to 180 Land Co. LLC, re Assessor's Golf Course Assessment | 11 | 2202 |
| LLLL | Petitioner's Opening Brief, *In the matter of 180 Land Co. LLC* (Aug. 29, 2017), State Board of Equalization | 12 | 2203-2240 |
| MMMM | September 21, 2017 Clark County Assessor Stipulation for the State Board of Equalization | 12 | 2241 |
| NNNN | Excerpt of Reporter's Transcript of Hearing in *180 Land Co. v. City of Las Vegas*, Eighth Judicial District Court Case No. A-17-758528-J (Feb. 16, 2021) | 12 | 2242-2293 |
| OOOO | June 28, 2016 Letter from Mark Colloton re: Reasons for Access Points Off Hualapai Way and Rampart Blvd. | 12 | 2294-2299 |
| PPPP | Transcript of City Council Meeting (May 16, 2018) | 12 | 2300-2375 |
| QQQQ | Supplemental Declaration of Seth T. Floyd | 13 | 2376-2379 |
| QQQQ-1 | 1981 Peccole Property Land Use Plan | 13 | 2380 |
| QQQQ-2 | 1985 Las Vegas General Plan | 13 | 2381-2462 |
| QQQQ-3 | 1975 General Plan | 13 | 2463-2558 |
| QQQQ-4 | Planning Commission meeting records regarding 1985 General Plan | 14 | 2559-2786 |
| QQQQ-5 | 1986 Venetian Foothills Master Plan | 14 | 2787 |
| QQQQ-6 | 1989 Peccole Ranch Master Plan | 14 | 2788 |
| QQQQ-7 | 1990 Master Development Plan Amendment | 14 | 2789 |
| QQQQ-8 | Citizen's Advisory Committee records regarding 1992 General Plan | 14 | 2790-2807 |

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|---|---|---|---|
| QQQQ-9 | 1992 Las Vegas General Plan | 15-16 | 2808-3257 |
| QQQQ-10 | 1992 Southwest Sector Map | 17 | 3258 |
| QQQQ-11 | Ordinance No. 5250 (Adopting 2020 Master Plan) | 17 | 3259-3266 |
| QQQQ-12 | Las Vegas 2020 Master Plan | 17 | 3267-3349 |
| QQQQ-13 | Ordinance No. 5787 (Adopting 2005 Land Use Element) | 17 | 3350-3416 |
| QQQQ-14 | 2005 Land Use Element | 17 | 3417-3474 |
| QQQQ-15 | Ordinance No. 6056 (Adopting 2009 Land Use and Rural Neighborhoods Preservation Element) | 17 | 3475-3479 |
| QQQQ-16 | 2009 Land Use and Rural Neighborhoods Preservation Element | 18 | 3480-3579 |
| QQQQ-17 | Ordinance No. 6152 (Adopting revisions to 2009 Land Use and Rural Neighborhoods Preservation Element) | 18 | 3580-3589 |
| QQQQ-18 | Ordinance No. 6622 (Adopting 2018 Land Use and Rural Neighborhoods Preservation Element) | 18 | 3590-3600 |
| QQQQ-19 | 2018 Land Use & Rural Neighborhoods Preservation Element | 18 | 3601-3700 |

DATED this 25th day of August 2021.

McDONALD CARANO LLP

By: */s/ George F. Ogilvie III*
George F. Ogilvie III (NV Bar No. 3552)
Christopher Molina (NV Bar No. 14092)
2300 W. Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102

LAS VEGAS CITY ATTORNEY'S OFFICE
Bryan K. Scott (NV Bar No. 4381)
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Rebecca Wolfson (NV Bar No. 14132)
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Las Vegas, Nevada 89101

SHUTE, MIHALY & WEINBERGER, LLP
Andrew W. Schwartz (CA Bar No. 87699)
(Admitted *pro hac vice*)
Lauren M. Tarpey (CA Bar No. 321775)
(Admitted *pro hac vice*)
396 Hayes Street
San Francisco, California 94102

*Attorneys for City of Las Vegas*

McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on the 25th day of August, 2020, I caused a true and correct copy of the foregoing **APPENDIX OF EXHIBITS IN SUPPORT OF CITY'S OPPOSITION TO PLAINTIFF'S MOTION TO DETERMINE TAKE AND FOR SUMMARY JUDGMENT ON THE FIRST, THIRD, AND FOURTH CLAIMS FOR RELIEF AND COUNTERMOTION FOR SUMMARY JUDGMENT – VOLUME 3** to be electronically served with the Clerk of the Court via the Clark County District Court Electronic Filing Program which will provide copies to all counsel of record registered to receive such electronic notification.

*/s/ Jelena Jovanovic*
An employee of McDonald Carano LLP

McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

# EXHIBIT "X"

# PARCEL MAP

A VARIATION AND RE-SUBDIVISION OF A PORTION OF LOTS 4 AND 5 AS SHOWN IN BOOK 73, PAGE 23 OF PLATS, TOGETHER WITH LOT 25 AS SHOWN IN BOOK 83, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN SECTION 36 AND THE WEST HALF (W 1/2) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

OWNER'S CERTIFICATE OR DEDICATION

SURVEYOR'S CERTIFICATE

CITY SURVEYOR'S CERTIFICATE

CERTIFICATE OF ACKNOWLEDGMENT

LEGAL DESCRIPTION

CERTIFICATE OF DIRECTOR OF PLANNING APPROVAL

BASIS OF BEARINGS

REFERENCES

LAS VEGAS VALLEY WATER DISTRICT NOTES

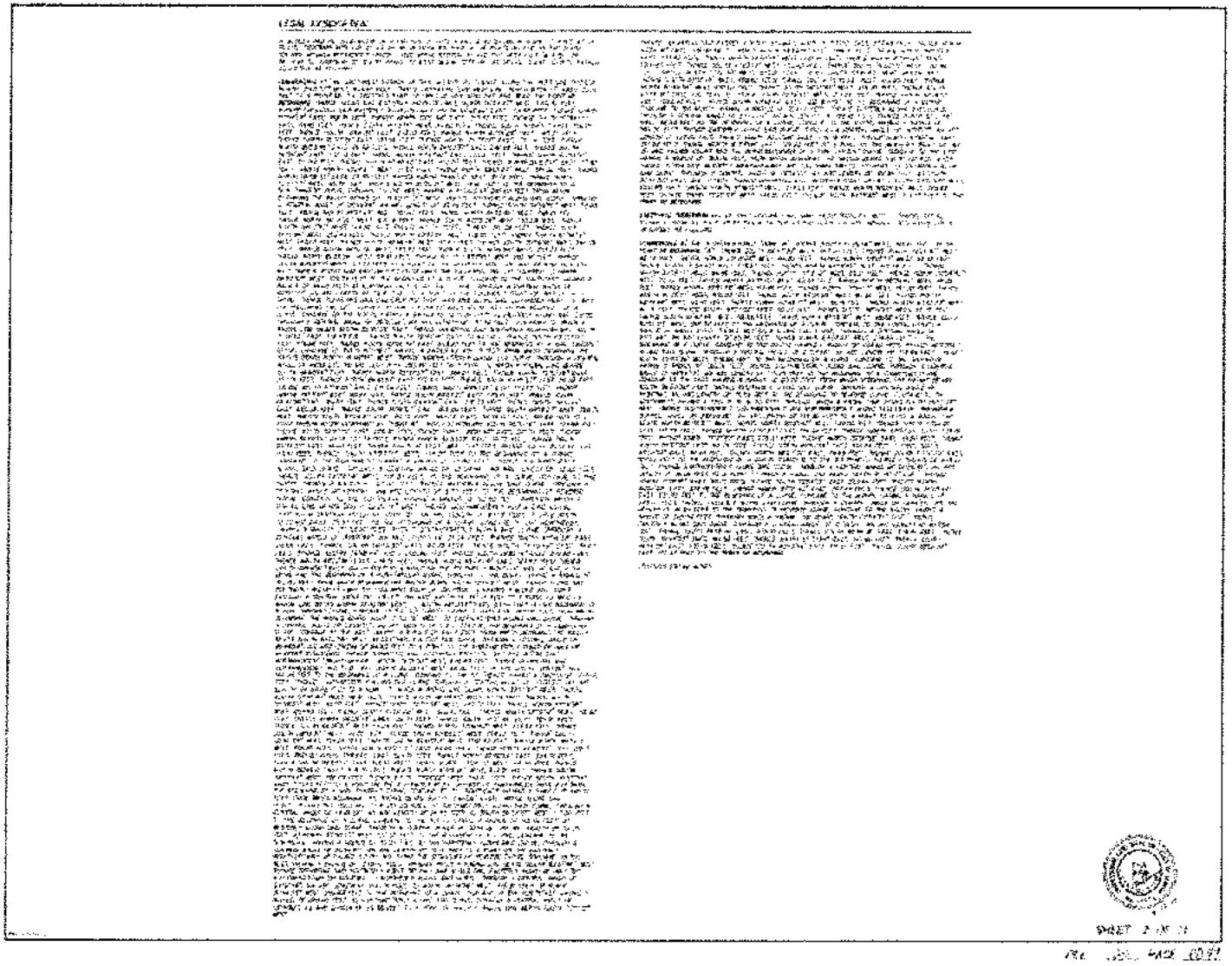
SECURITY NOTE

PARCEL MAP

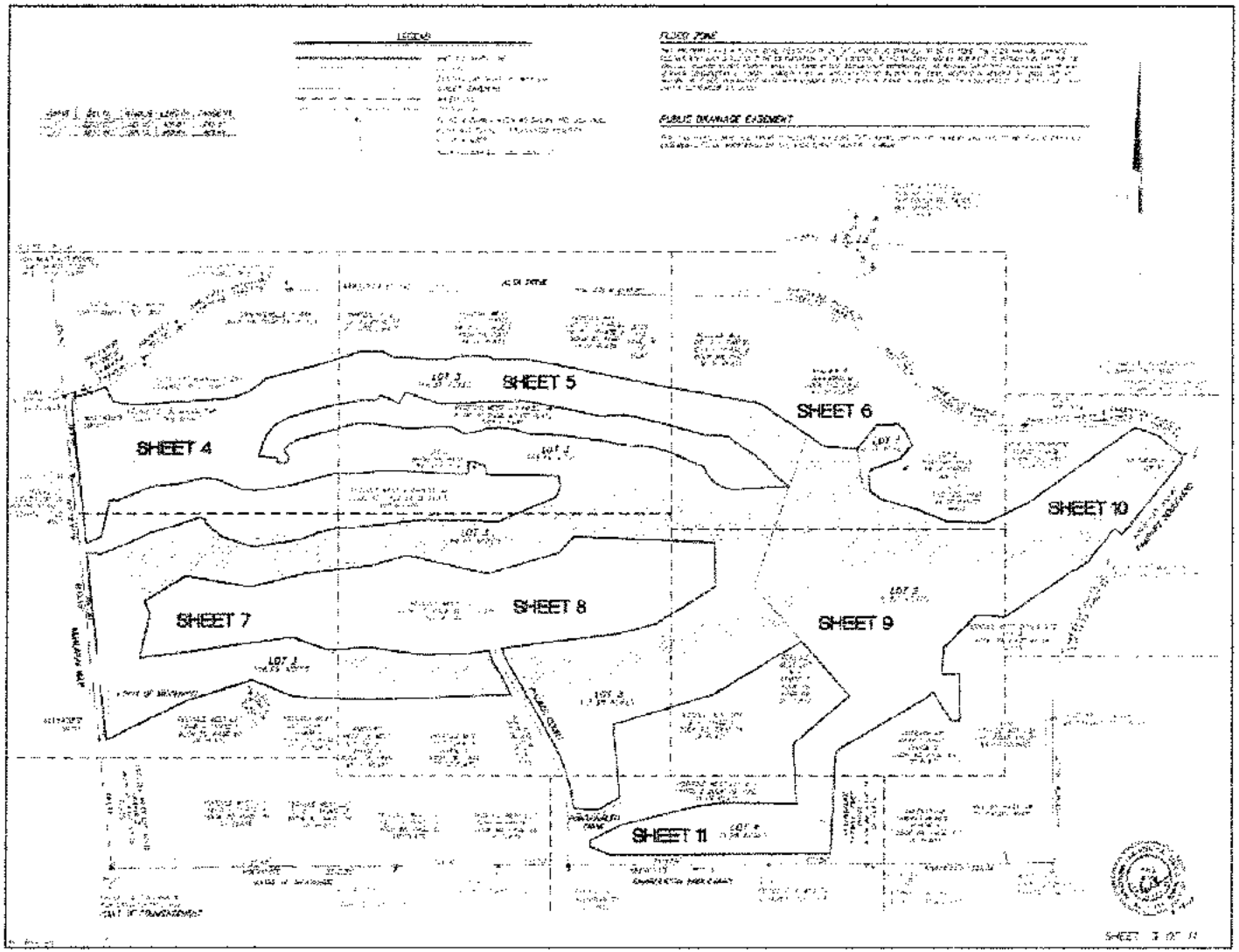
FOR STORE LTD.

G.C. WALLACE COMPANIES

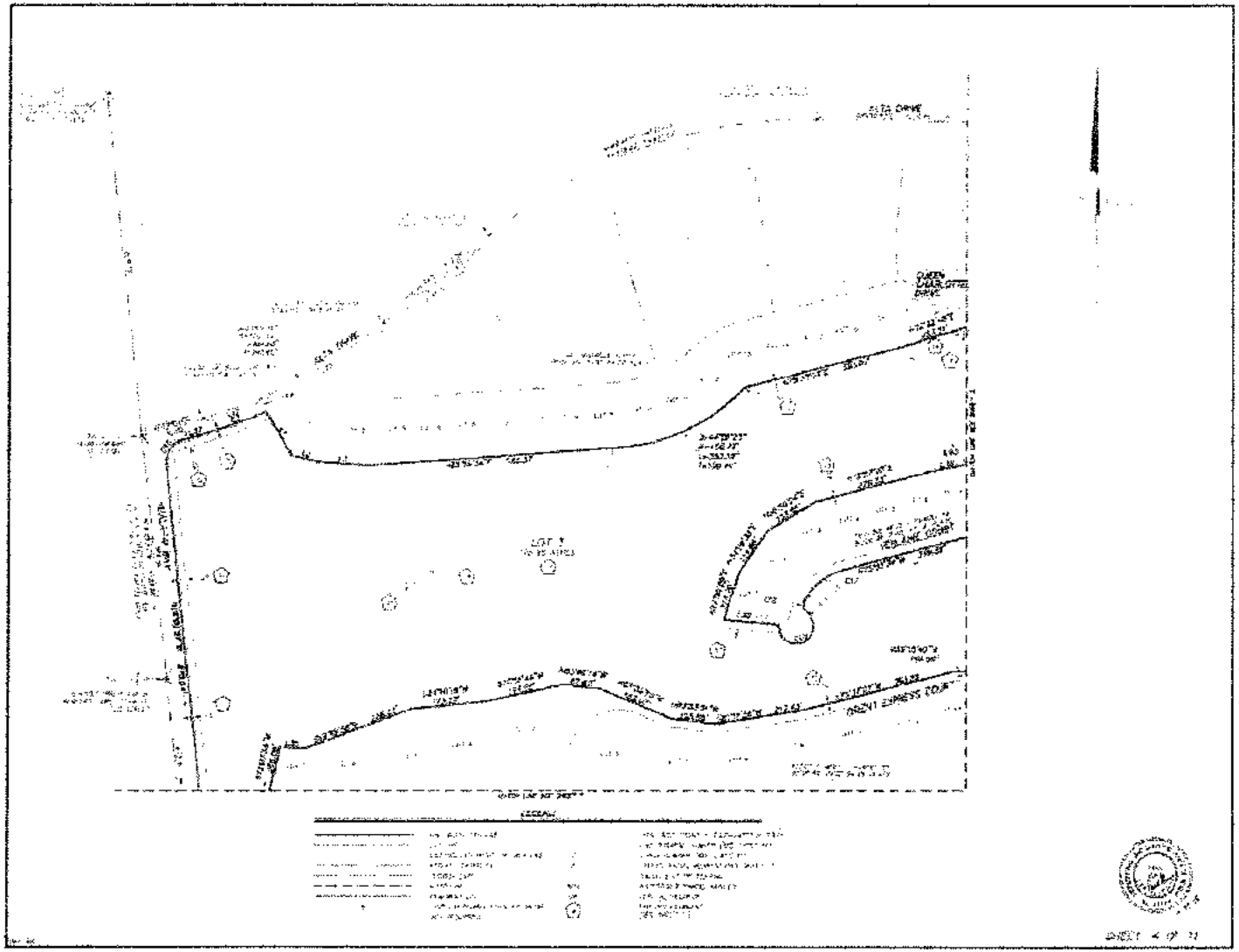
SHEET 1 OF 11



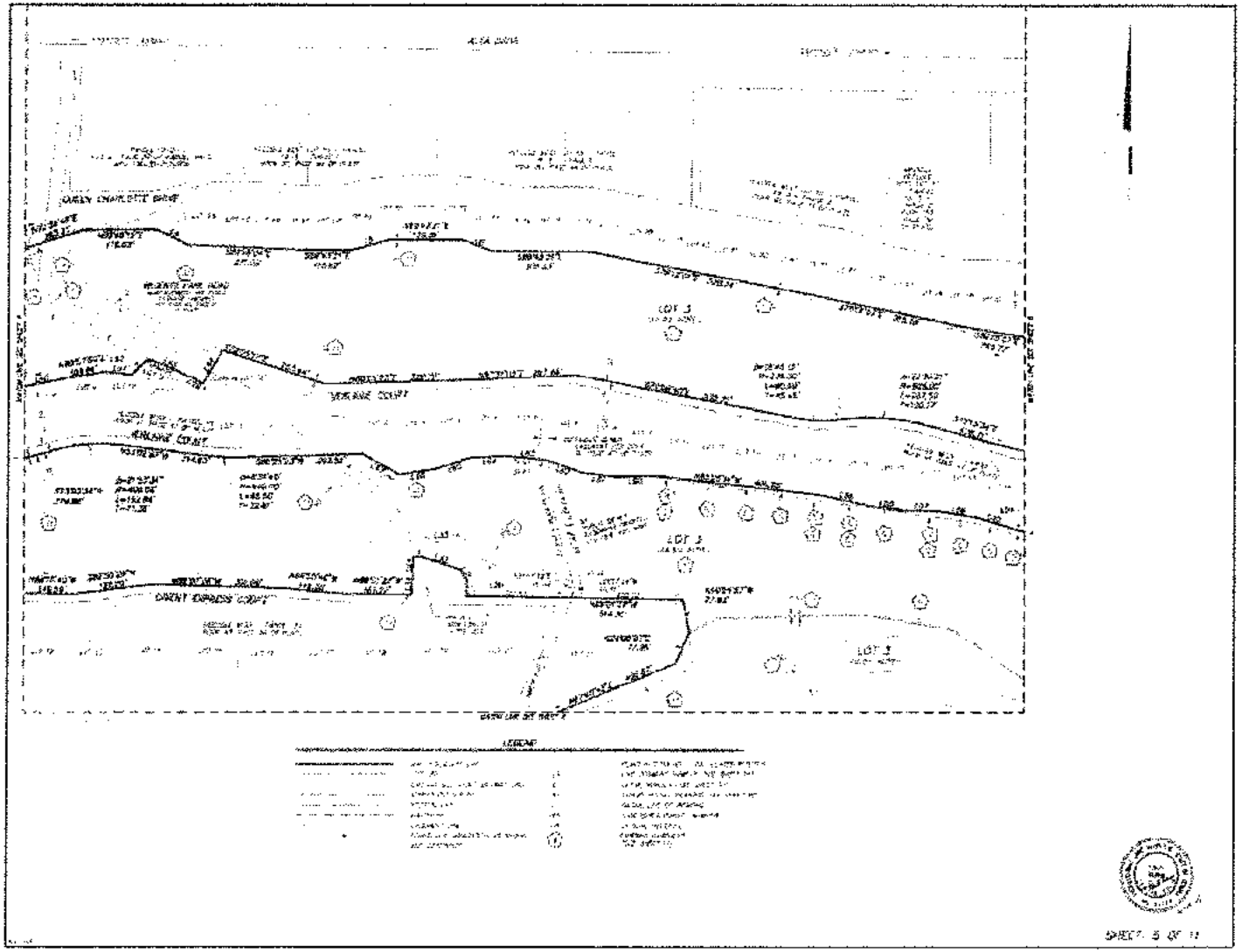
10414


LEGEND
FLOOD ZONE
PUBLIC DRAINAGE EASEMENT
SHEET 4
SHEET 5
SHEET 6
SHEET 7
SHEET 8
SHEET 9
SHEET 10
SHEET 11

10415



10416

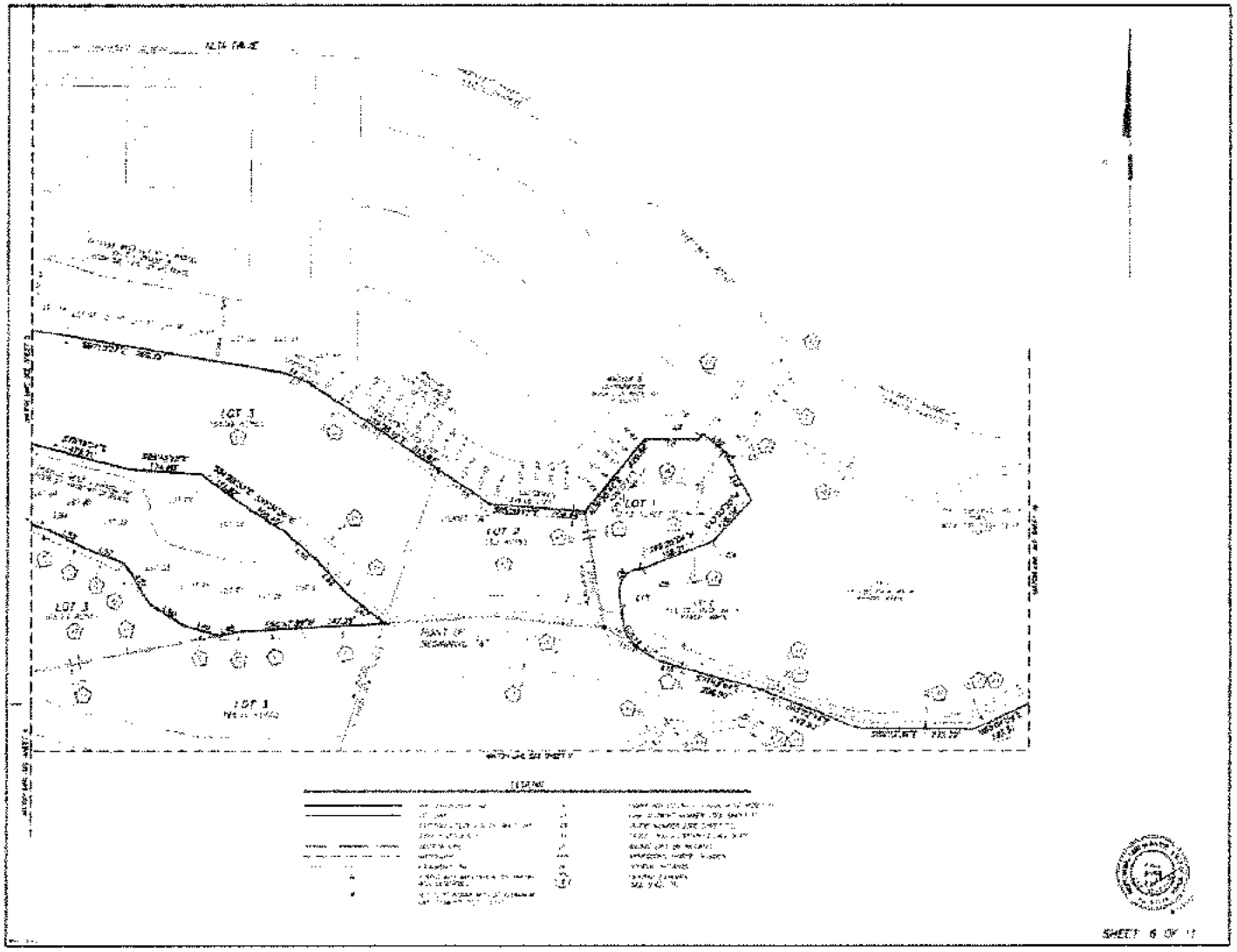


SHEET 5 OF 11

REC. NO. PAGE

10417

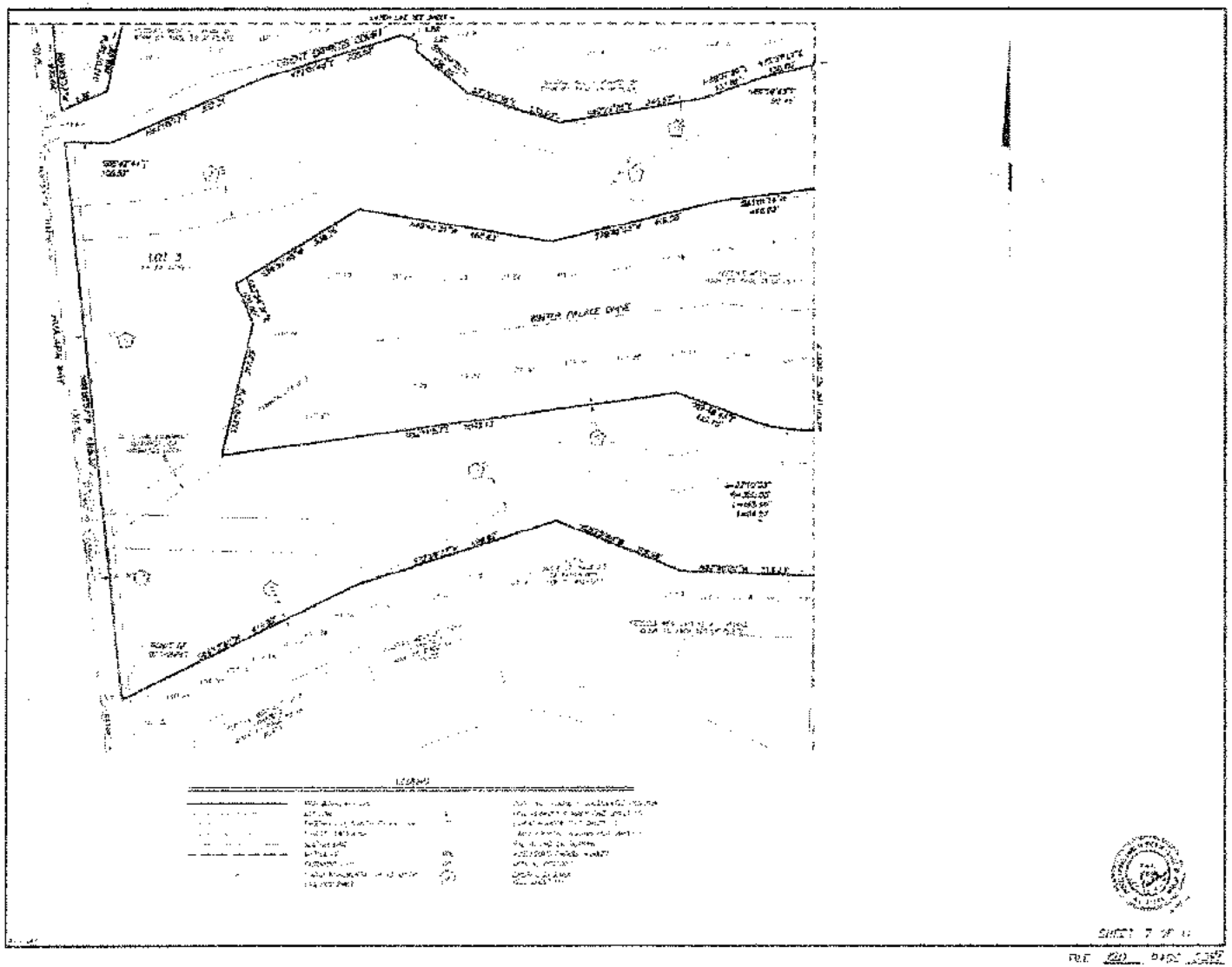
CLV65-000386




FILE 100 PAGE 2399

10418

CLV65-000387

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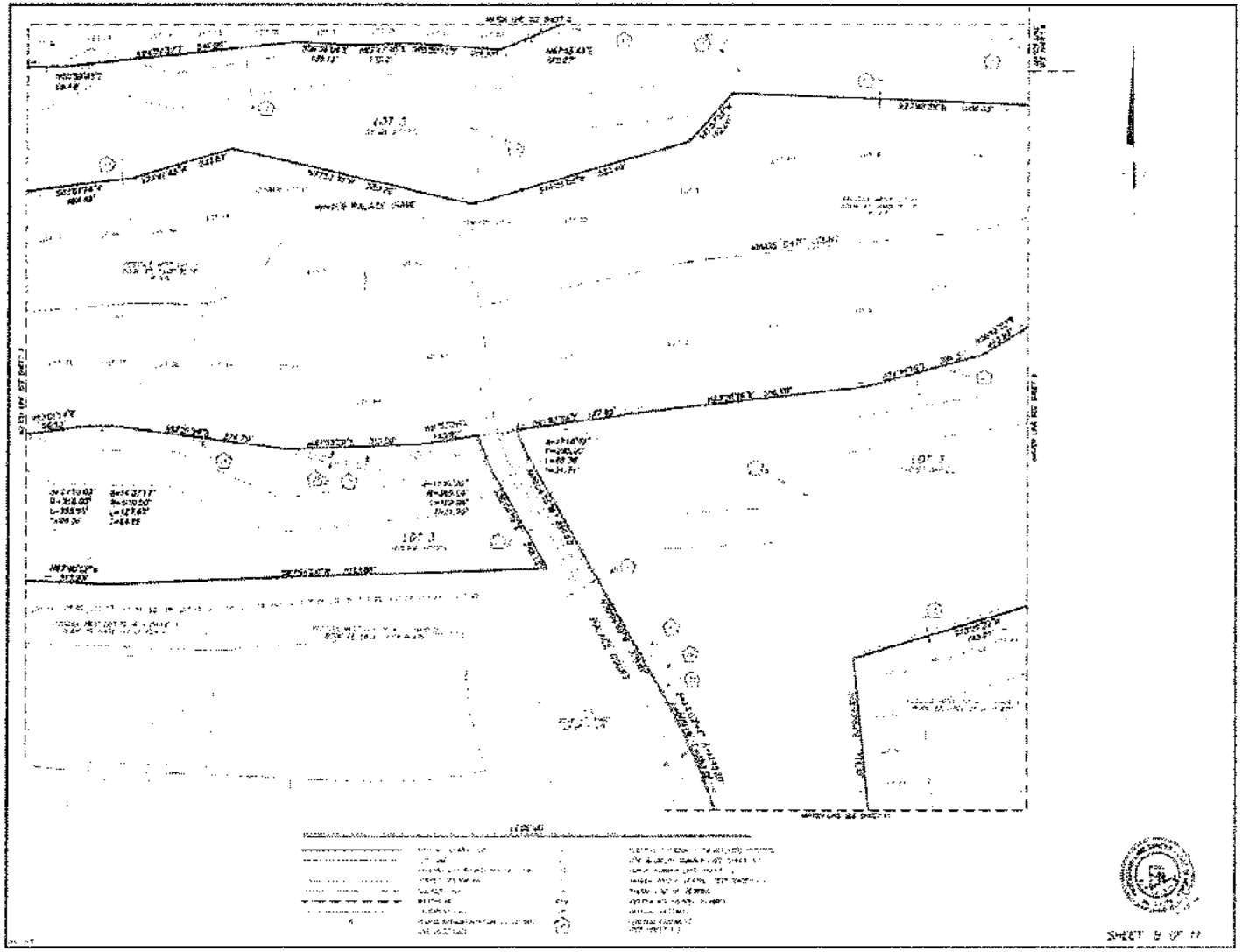
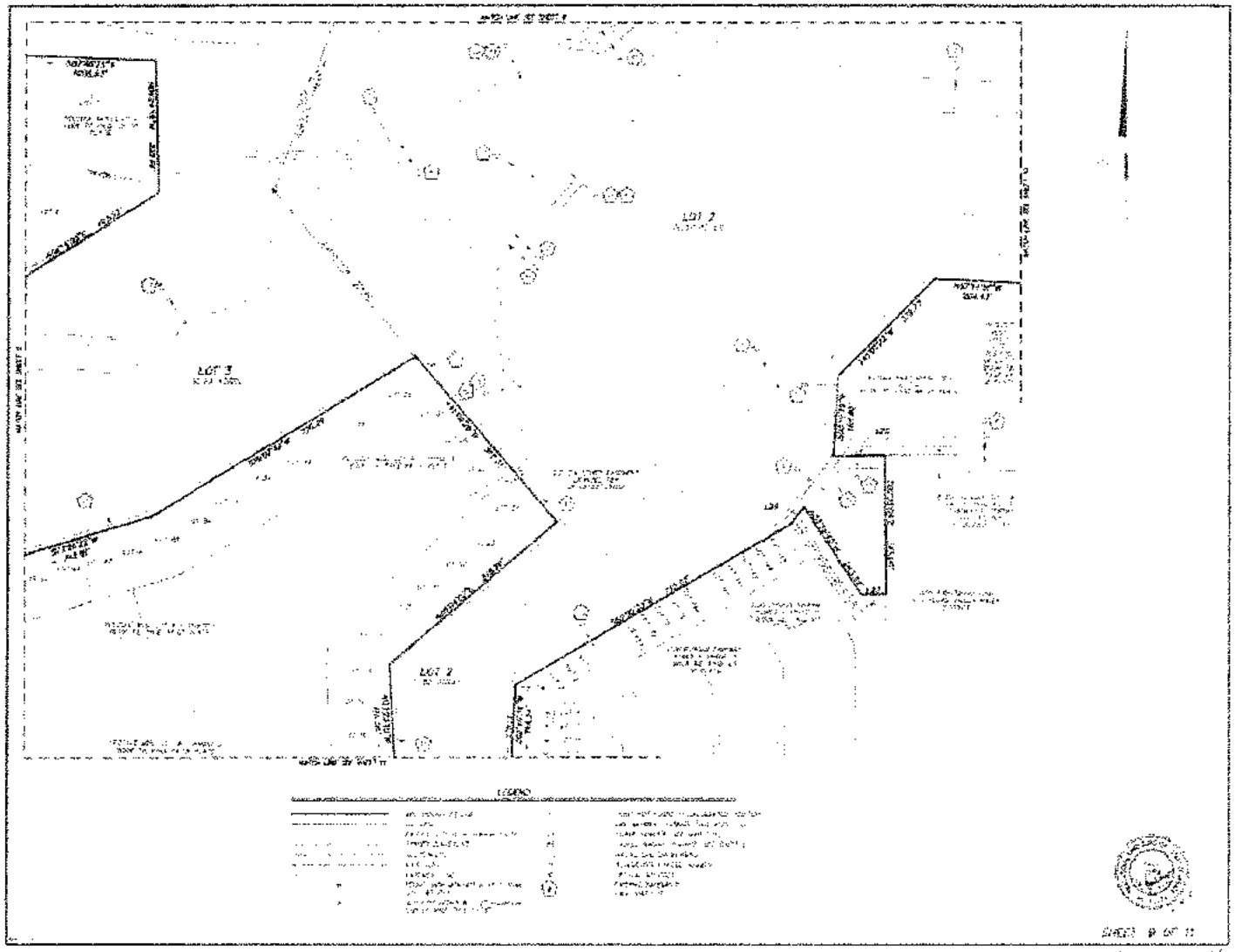


SHEET 5 OF 11

FILE ____ PAGE ____

10420

CLV65-000389

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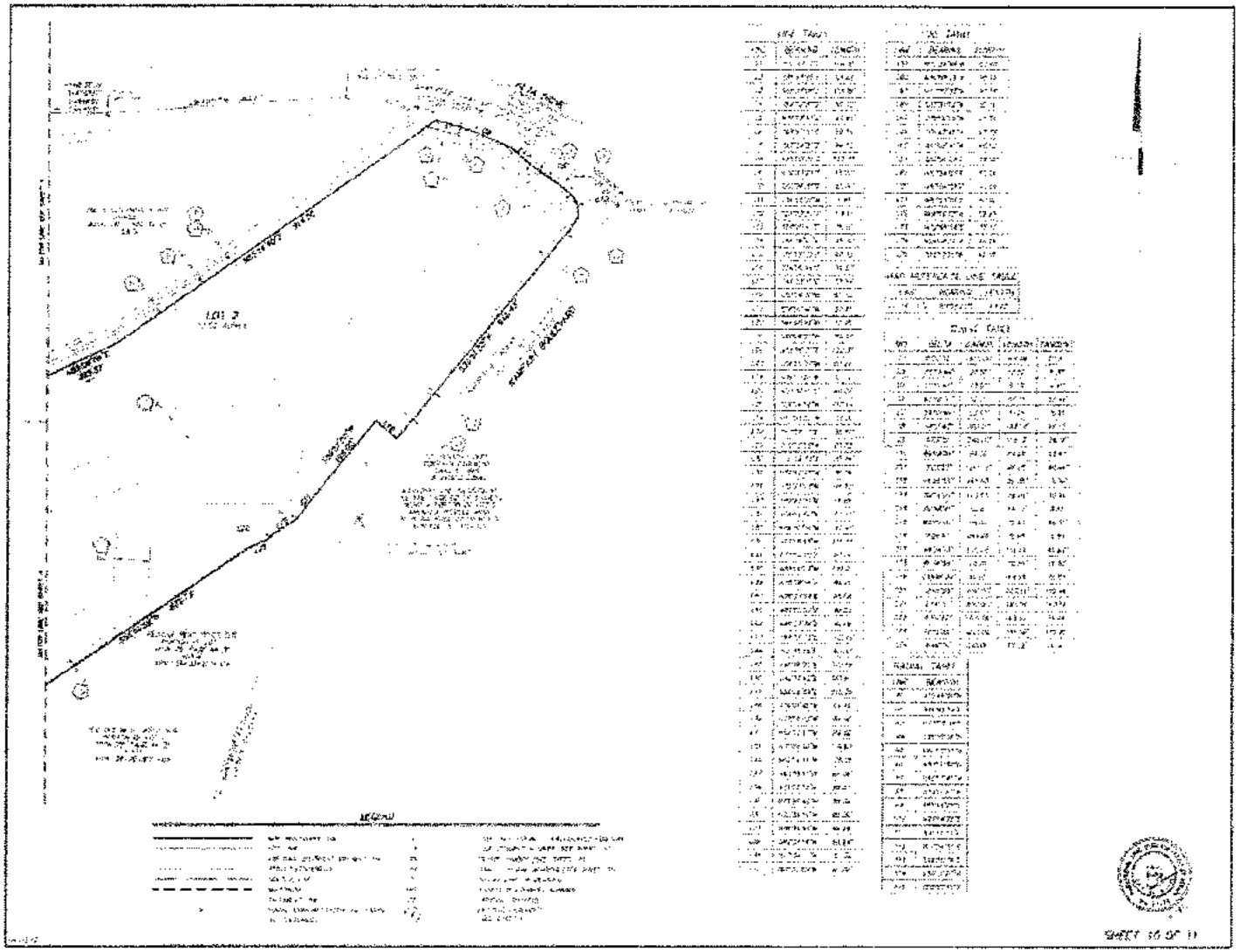

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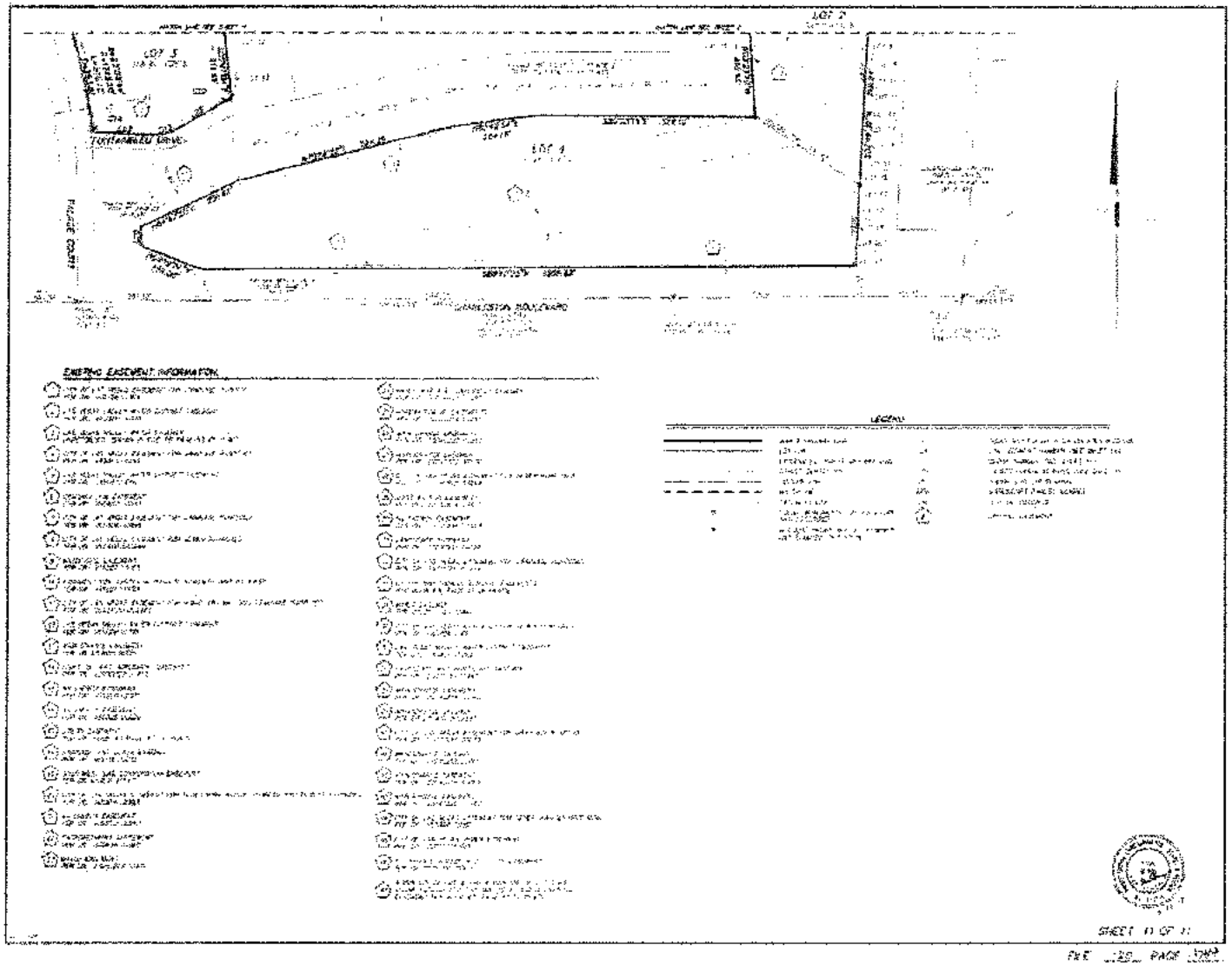



FILE 125 PAGE 1042

10423

# PARCEL MAP

A SUBDIVISION OF LOT 2 AS SHOWN IN FILE 120, PAGE 69 OF PARCEL MAPS ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN THE EAST HALF (E 1/2) OF SECTION 31 AND THE WEST HALF (W 1/2) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

OWNER'S CERTIFICATE & DEDICATION

OWNER'S CERTIFICATE

CITY SURVEYOR CERTIFICATE

CERTIFICATE OF ACKNOWLEDGEMENT

LEGAL DESCRIPTION

CERTIFICATE OF DIRECTOR OF PLANNING APPROVAL

BASIS OF BEARINGS

REFERENCES

RECORDER'S NOTE

LAS VEGAS VALLEY WATER DISTRICT NOTES

PARCEL MAP

DENSITY HOMES, LLC

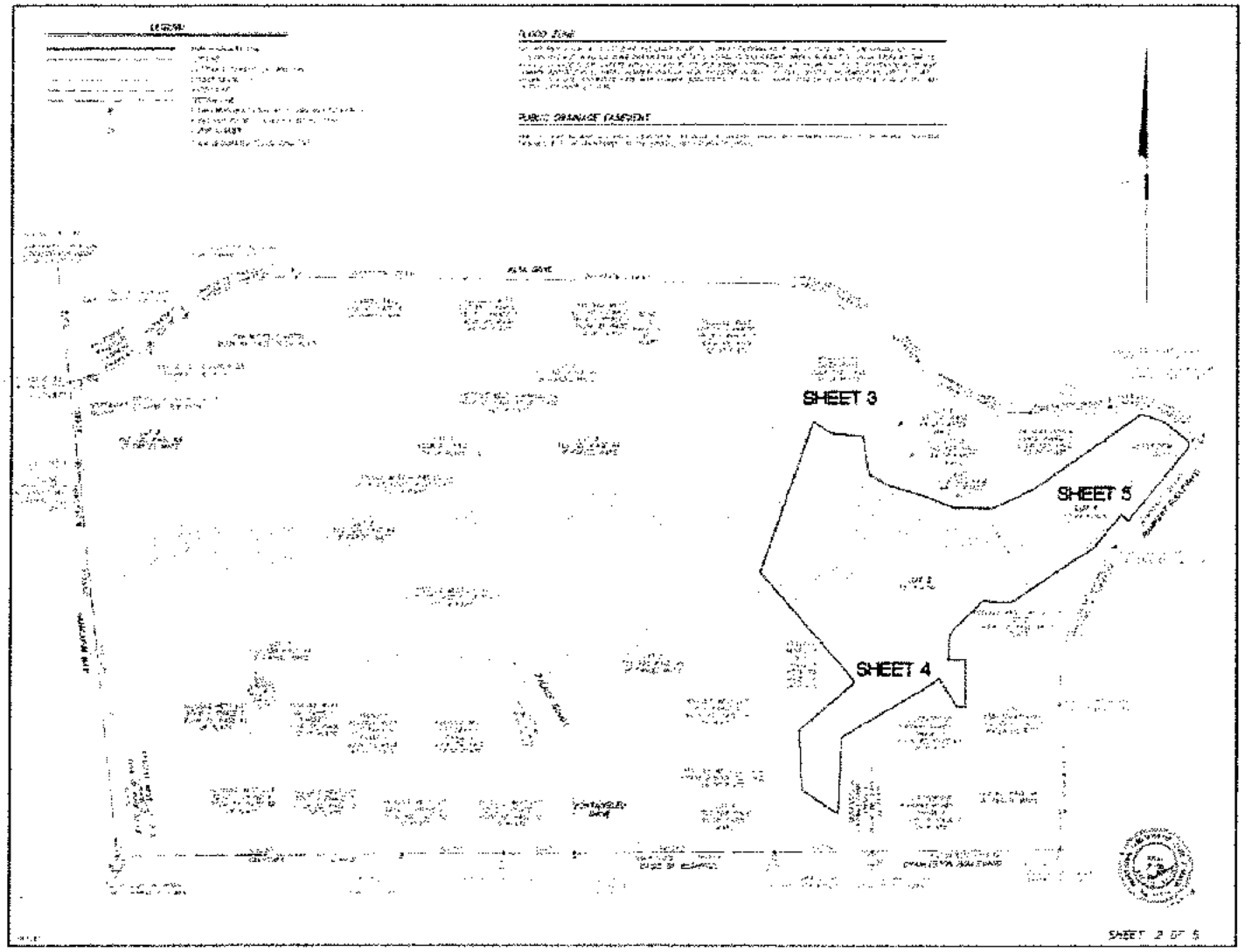
GCV

SHEET 1 OF 5

FILE 124 PAGE 69

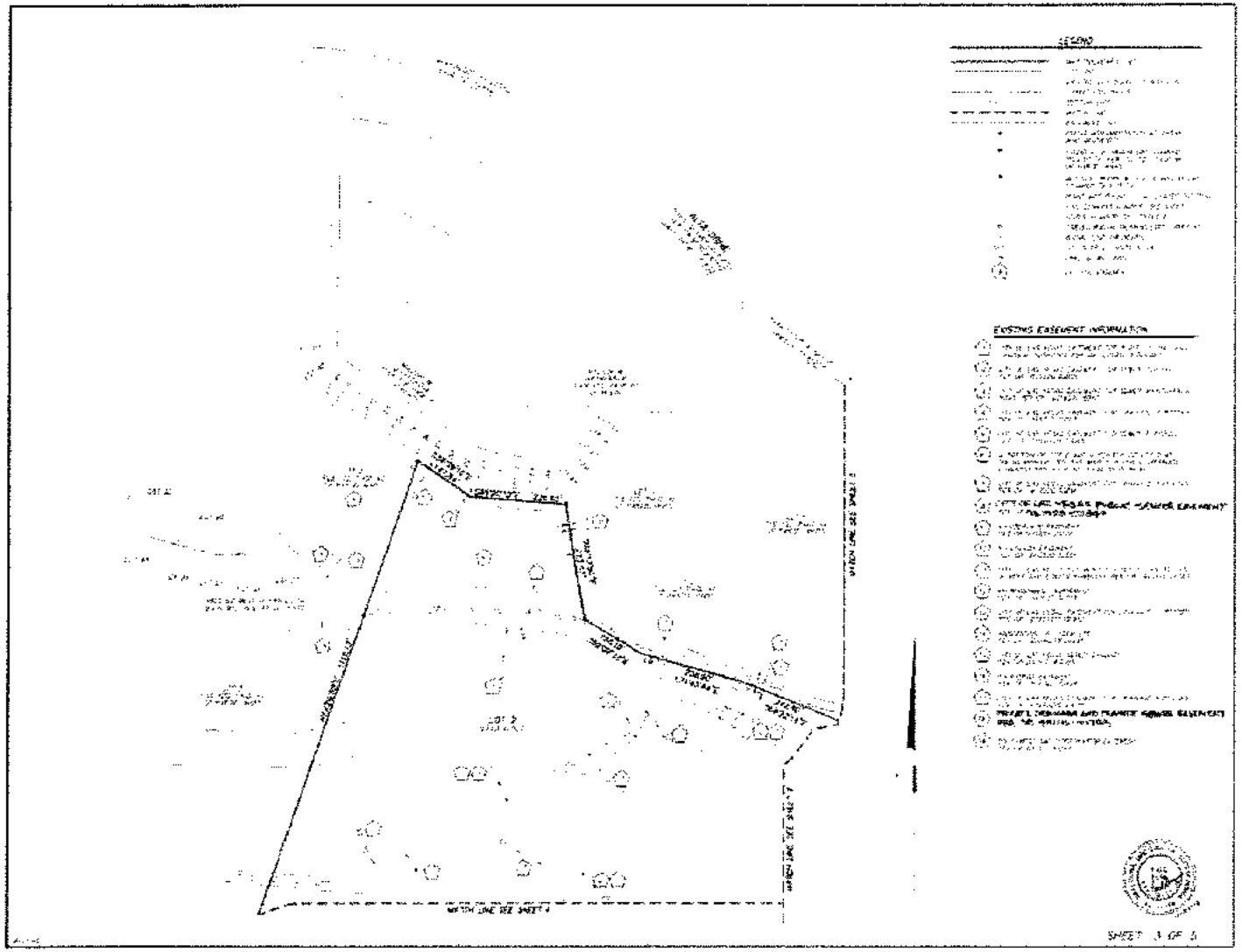
10424

CLV65-000393




10425

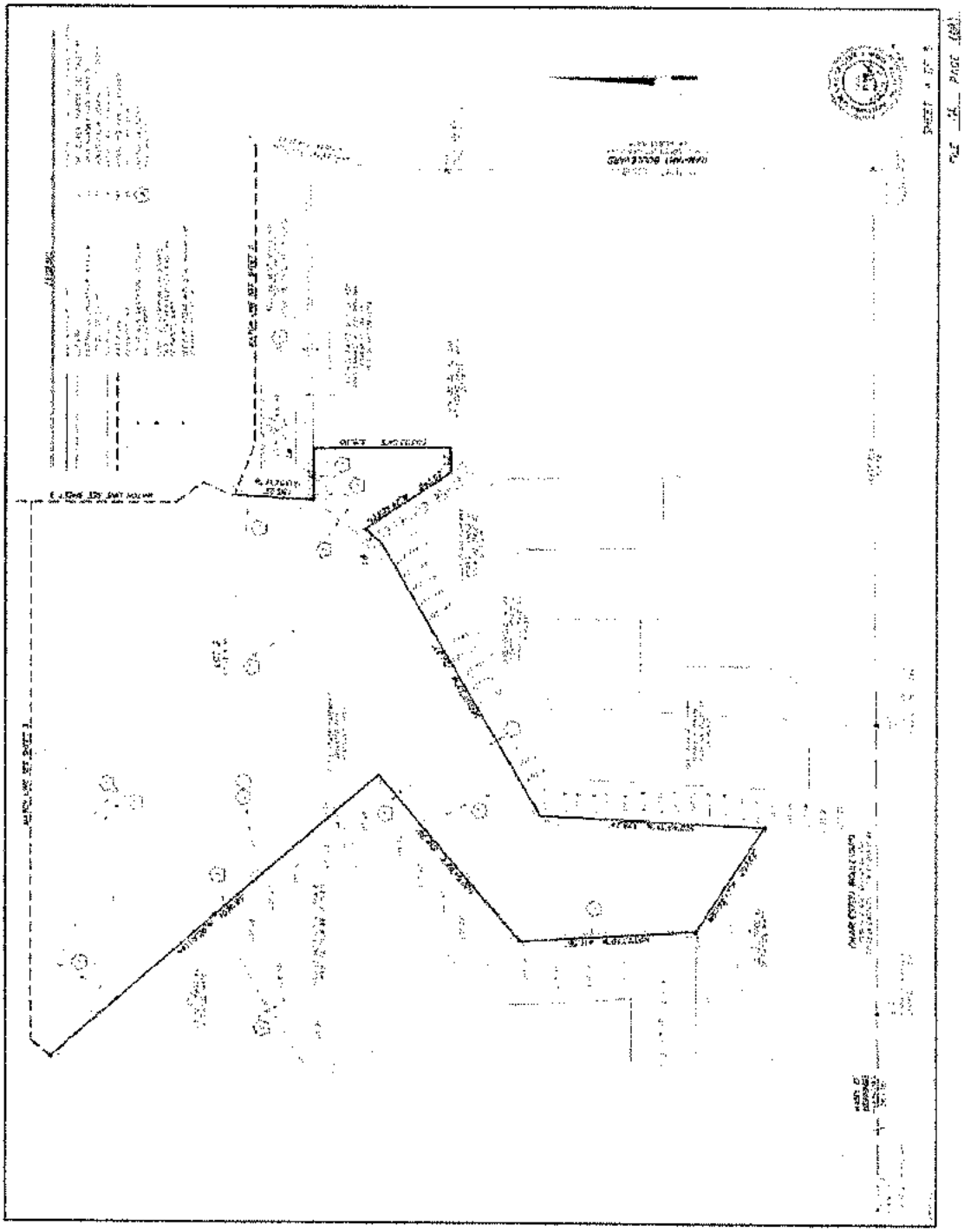
CLV65-000394

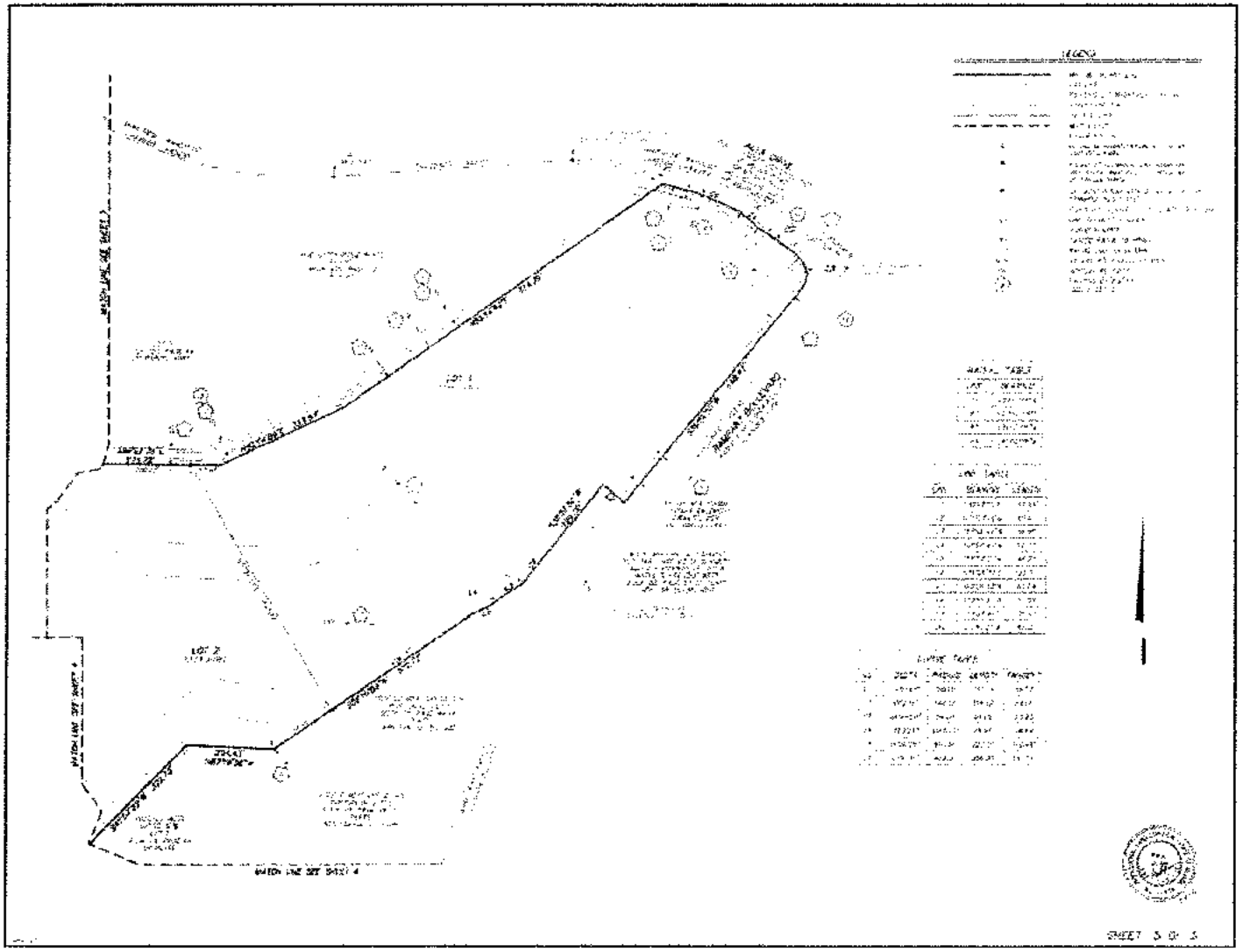



TITLE 68 PAGE 10426

10426

CLV65-000395





# PARCEL MAP

A SUBDIVISION OF LOT 2 AS SHOWN IN FILE 120, PAGE 91 OF PARCEL MAPS ON FILE AT THE CLARK COUNTY NEVADA RECORDER'S OFFICE, LYING WITHIN THE EAST HALF (E 1/2) OF SECTION 31 AND THE WEST HALF (W 1/2) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

## OWNER'S CERTIFICATE & DEDICATION

## SURVEYOR'S CERTIFICATE

## CITY SURVEYOR'S CERTIFICATE

## CERTIFICATE OF DIRECTOR OF PLANNING APPROVAL

## CERTIFICATE OF ACKNOWLEDGMENT

## LEGAL DESCRIPTION

## BASIS OF BEARINGS

## REFERENCES

## SECONDARY NOTE

## LAS VEGAS VALLEY WATER DISTRICT NOTE

PARCEL MAP

SUMMERLY HOMES, LLC

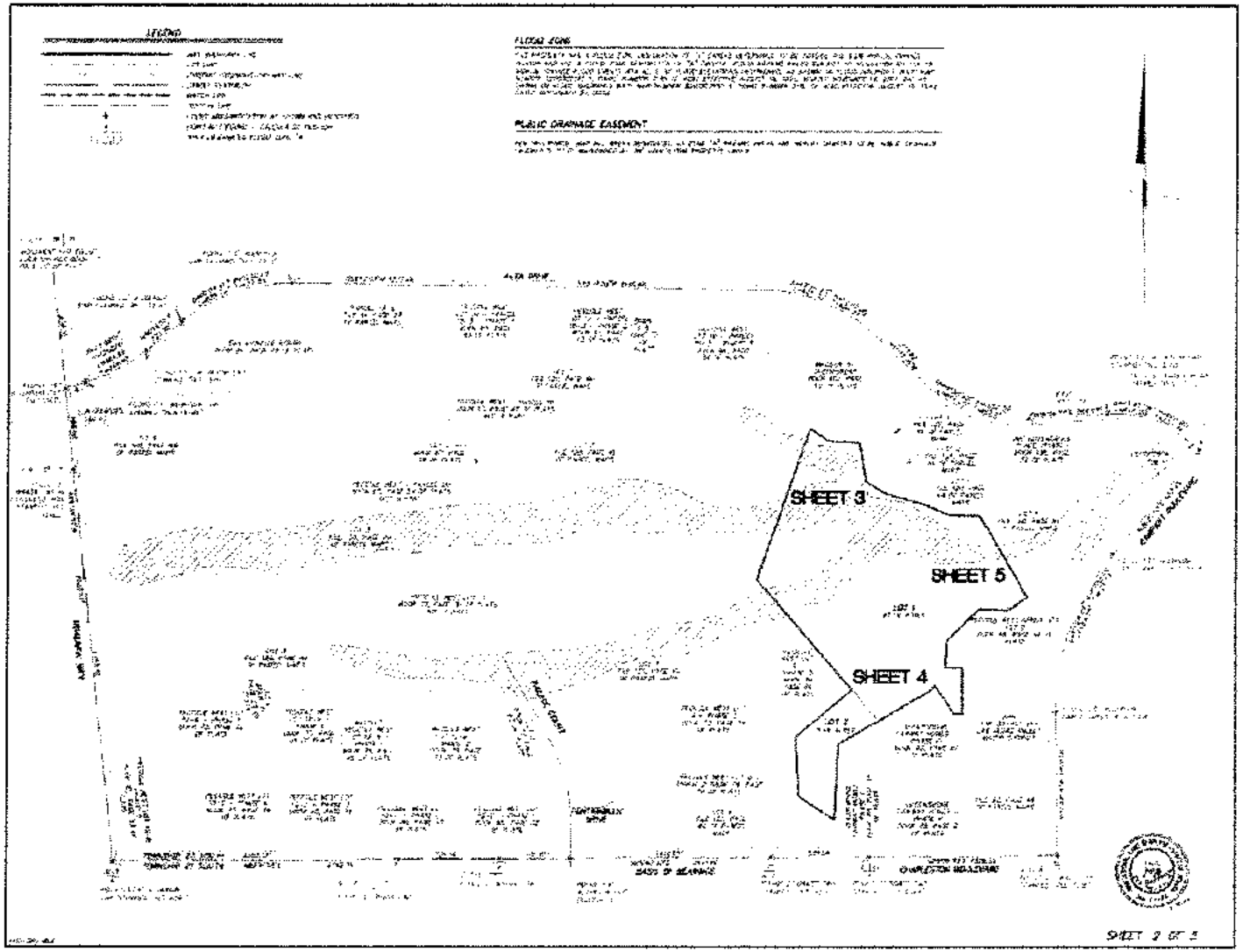
GCW

SHEET 1 OF 5

FILE 32 PAGE 100

10429

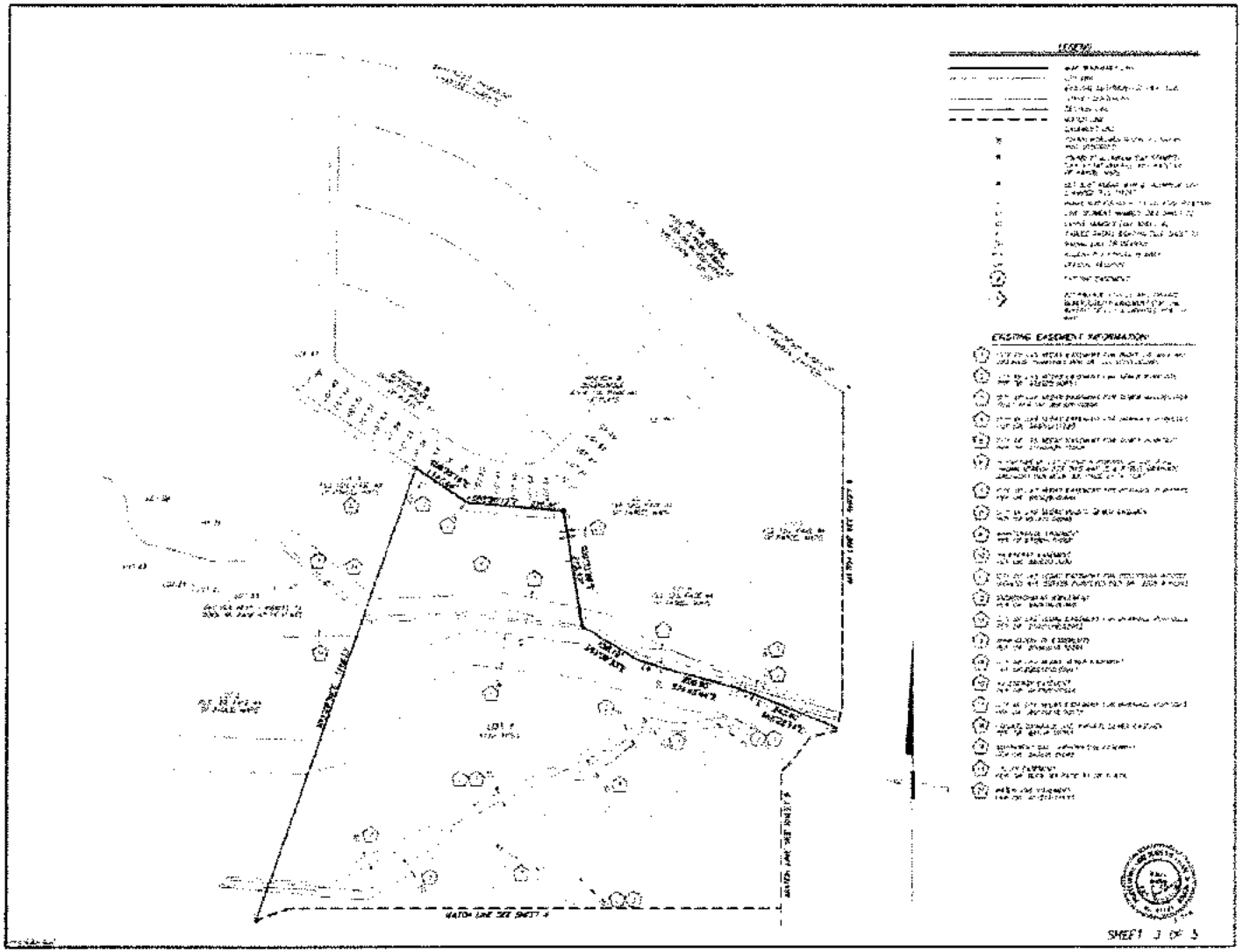
CLV65-000398



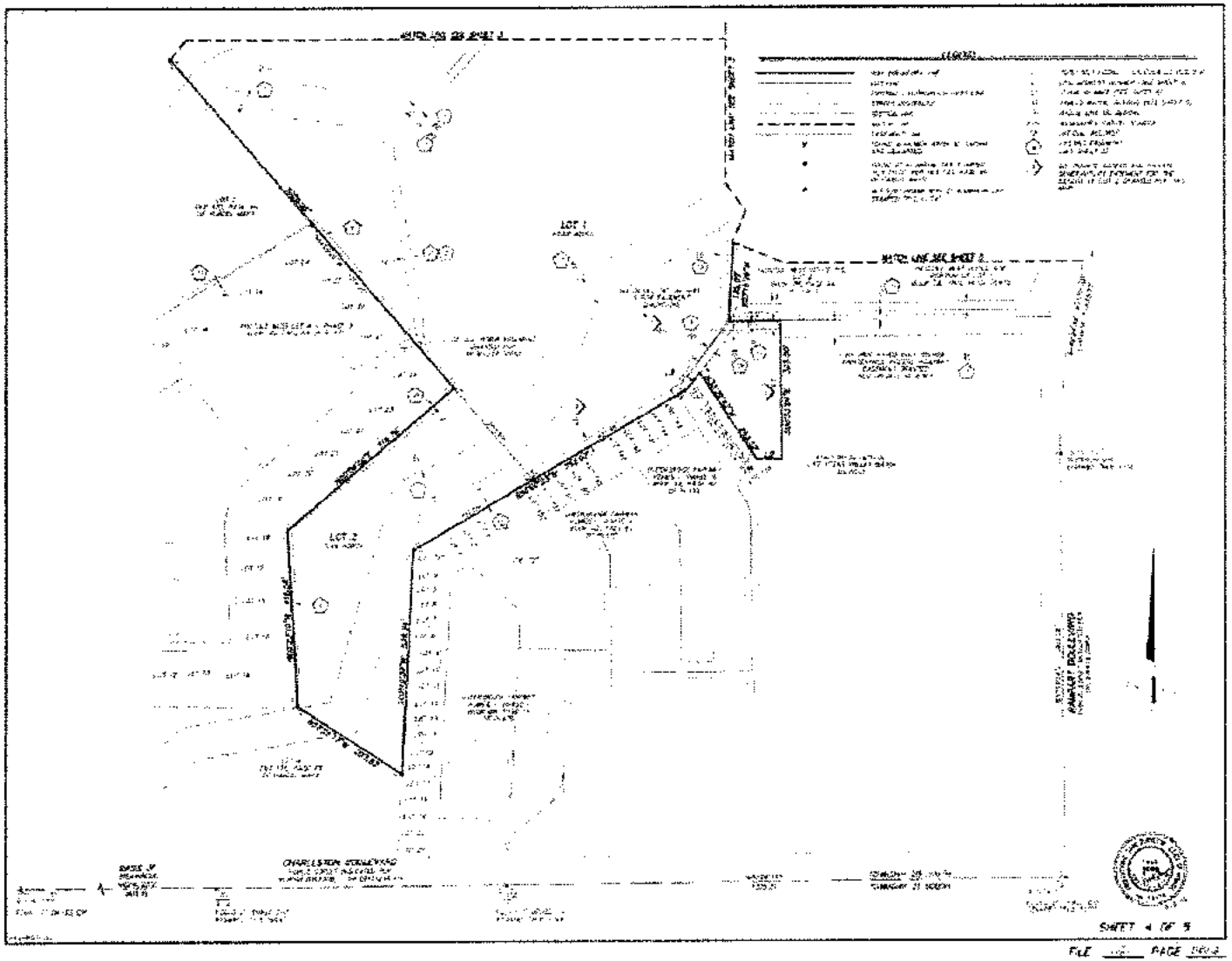

FILE ALL PAGE 0003

10430

CLV65-000399

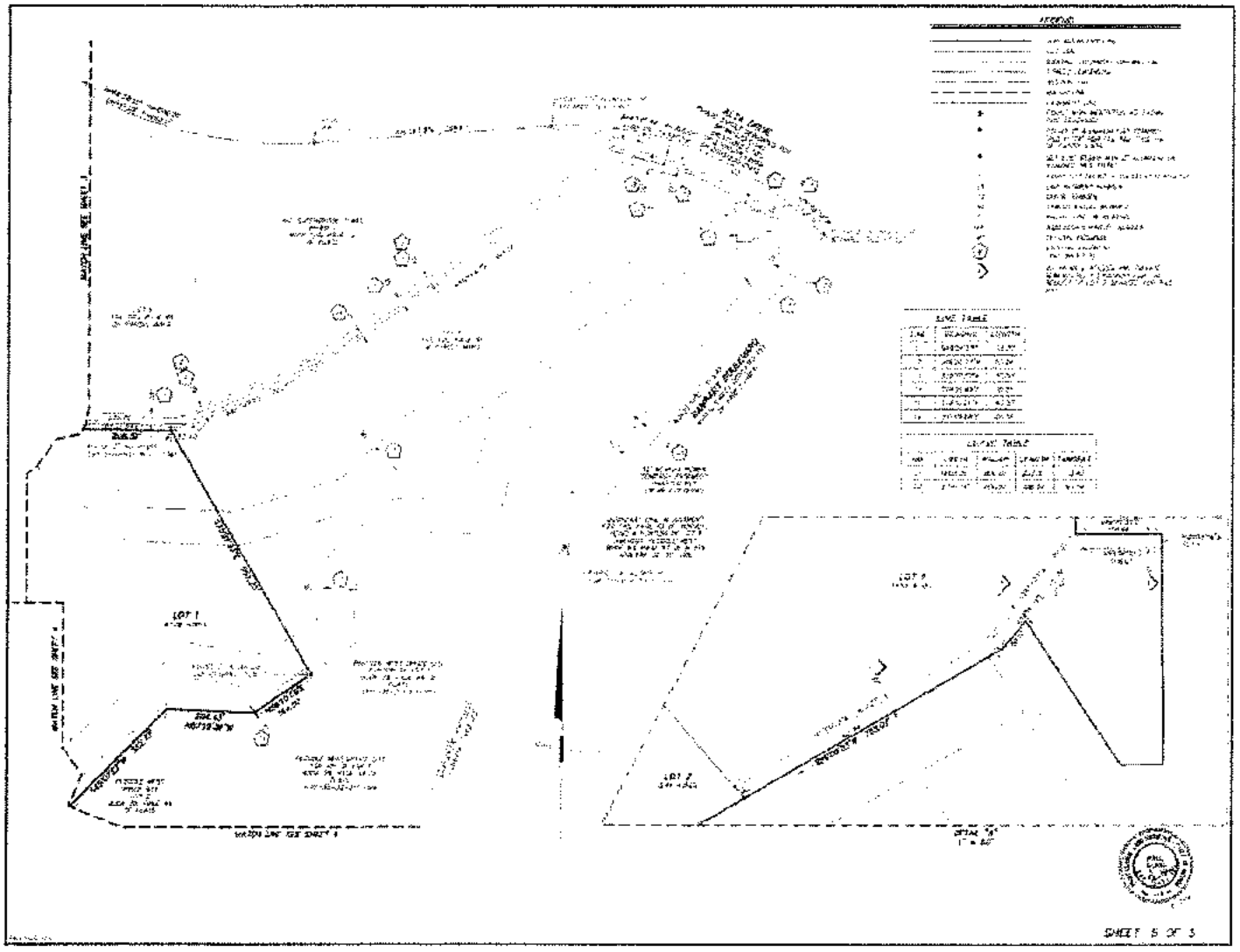

LEGEND
EXISTING EASEMENT INFORMATION
MATCH LINE SEE SHEET 4
SHEET 3 OF 5

10431




FILE 10432 PAGE 0002

10432




FILE ____ PAGE ____

10433

# PARCEL MAP

LOT 3 AS SHOWN IN FILE 120, PAGE 49 OF PARCEL MAPS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

OWNER'S CERTIFICATE & DEDICATION

SURVEYOR'S CERTIFICATE

CITY SURVEYOR'S CERTIFICATE

CERTIFICATE OF DIRECTOR OF PLANNING APPROVAL

CERTIFICATE OF ACKNOWLEDGEMENT

LEGAL DESCRIPTION

BASIS OF BEARINGS

REFERENCES

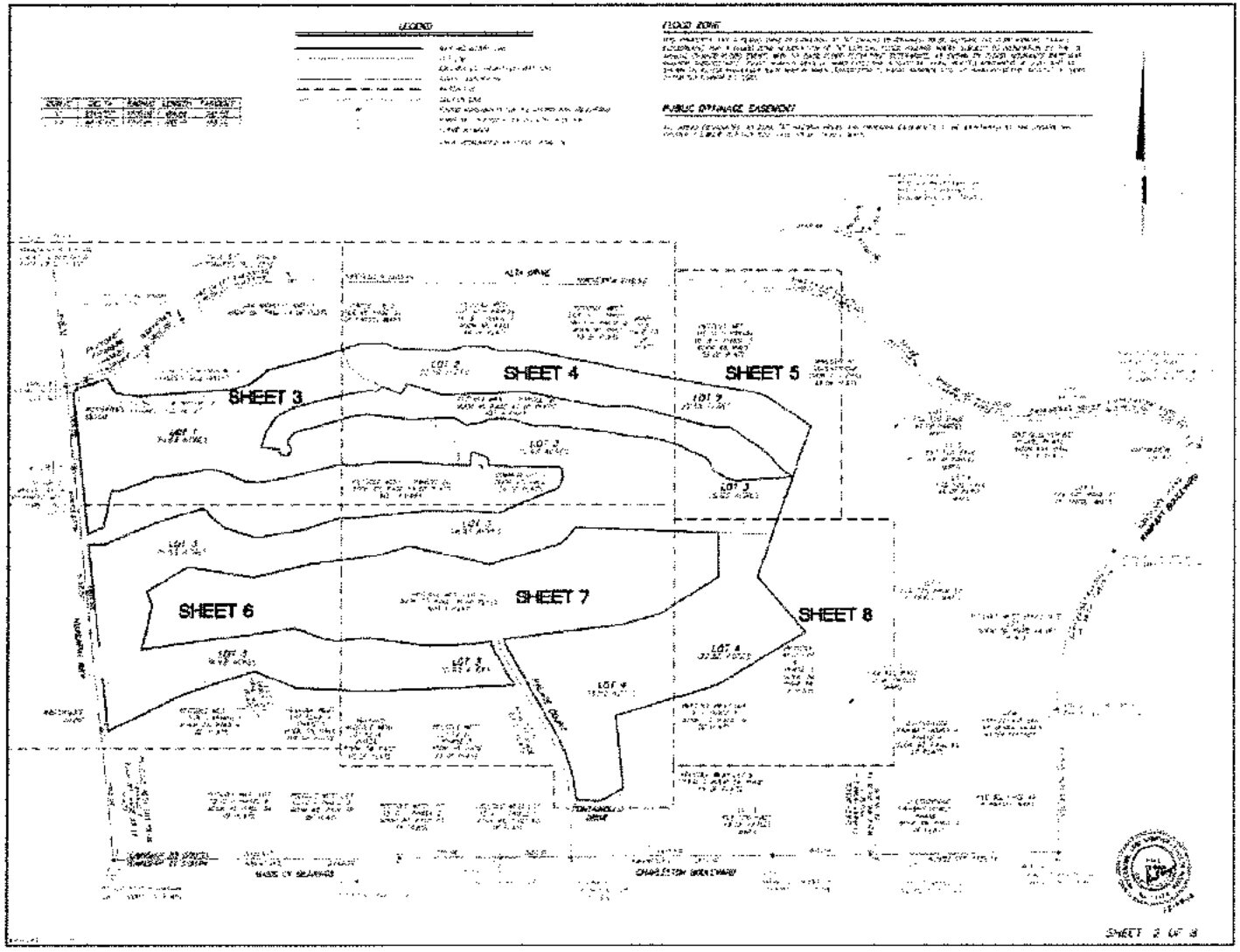
OWNER'S NOTE

LAS VEGAS VALLEY WATER DISTRICT NOTES

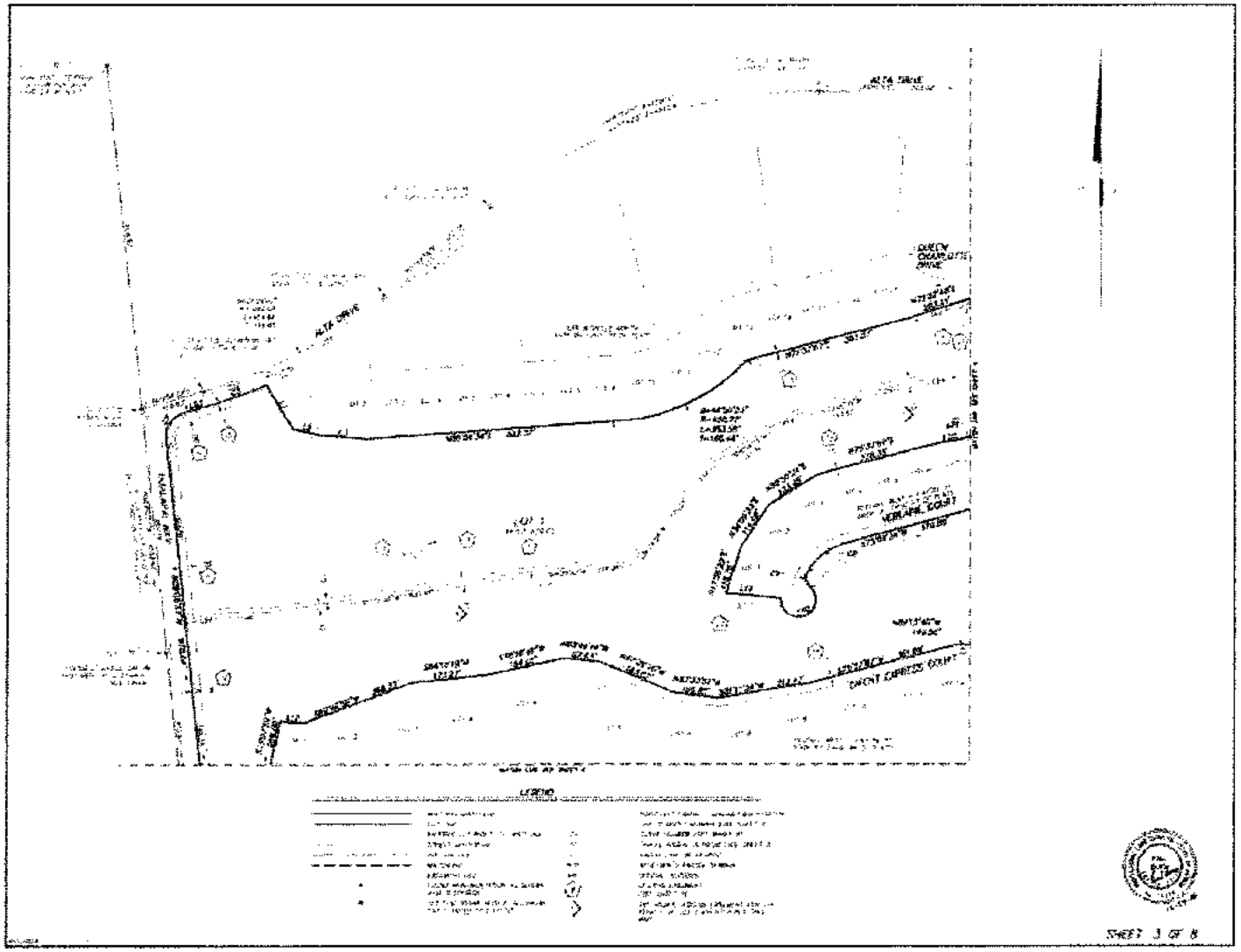
| | |
|---|---|
| PARCEL MAP<br>HD LAND CO LLC | |
| GCV | |

SHEET 1 OF 3

FILE 120 PAGE 100

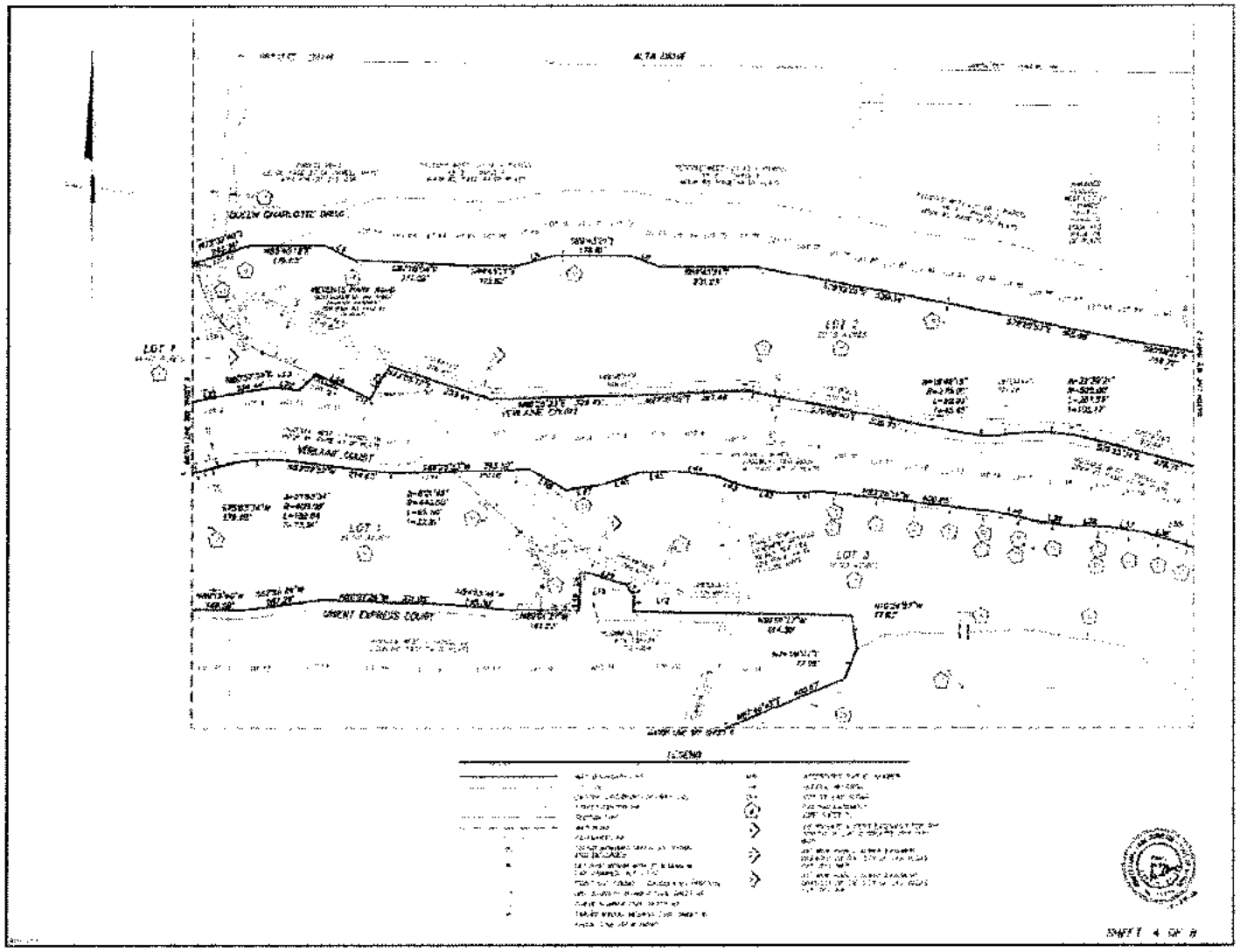

LEGEND
FLOOD ZONE
PUBLIC DRAINAGE EASEMENT
SHEET 3
SHEET 4
SHEET 5
SHEET 6
SHEET 7
SHEET 8
SHEET 2 OF 8

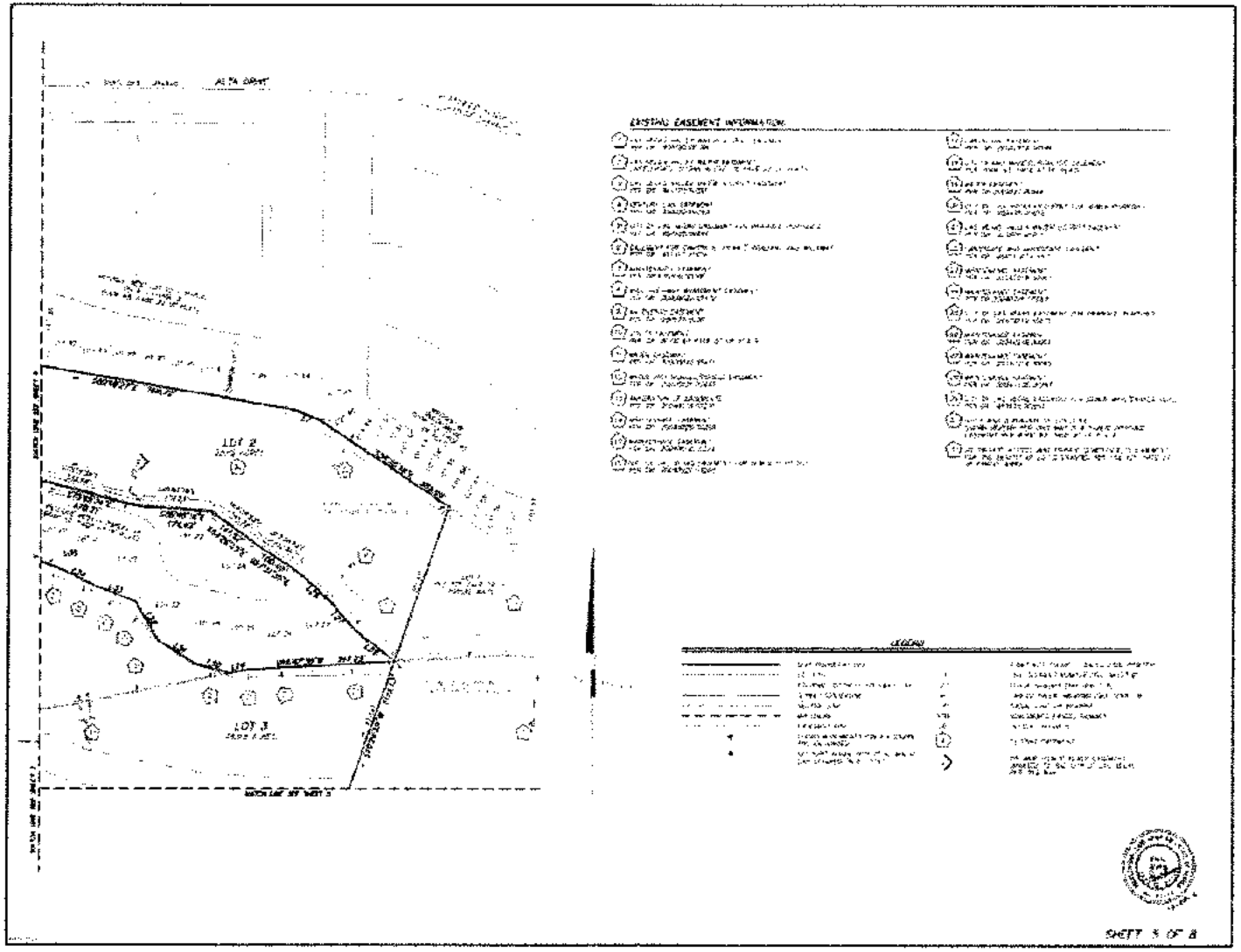
10435




BK 121 PAGE 100

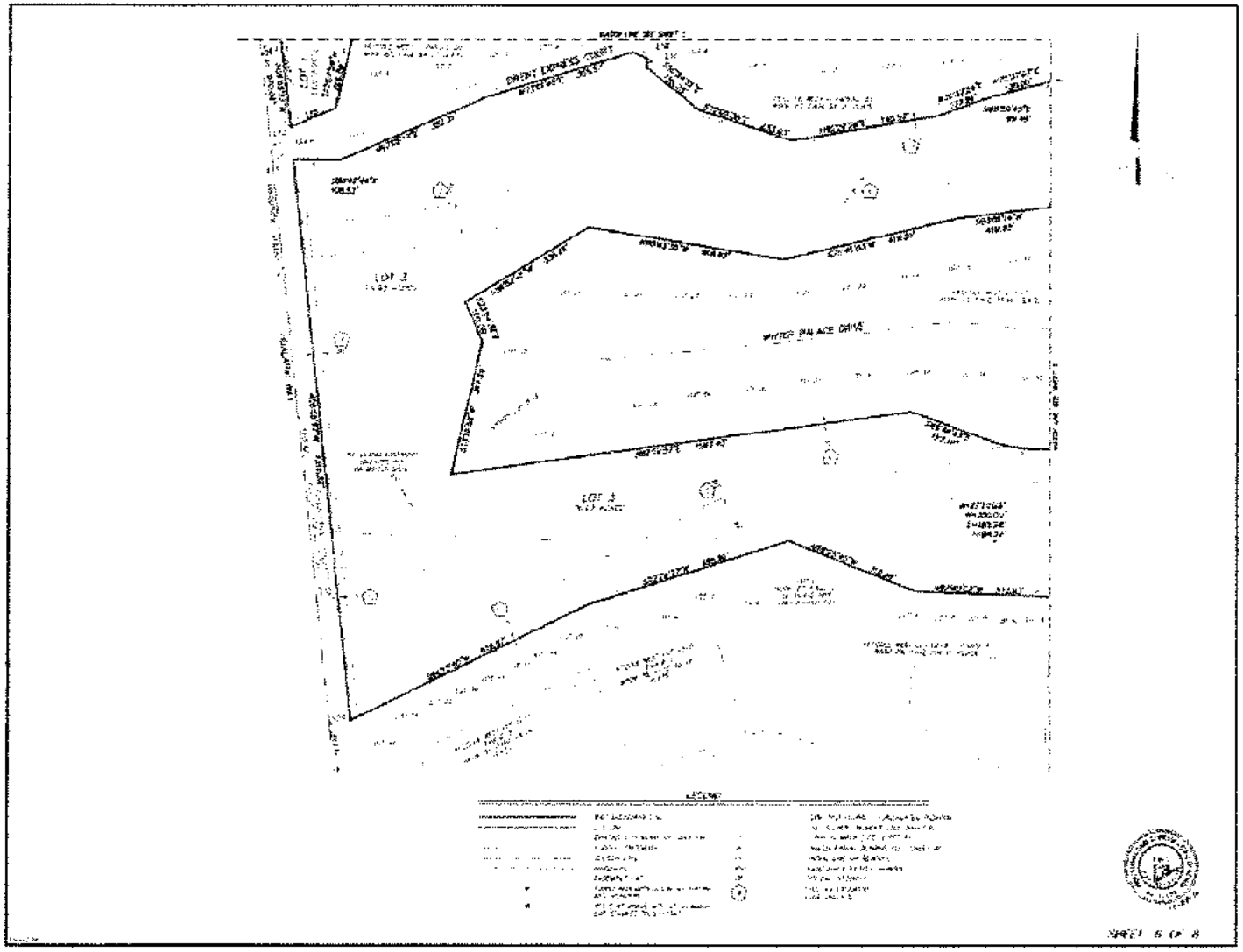
10436


QUEEN CHARLOTTE DRIVE
LOT 1
LOT 2
LOT 3
VERLANE COURT
GREAT EXPRESS COURT
LEGEND
SHEET 4 OF 8



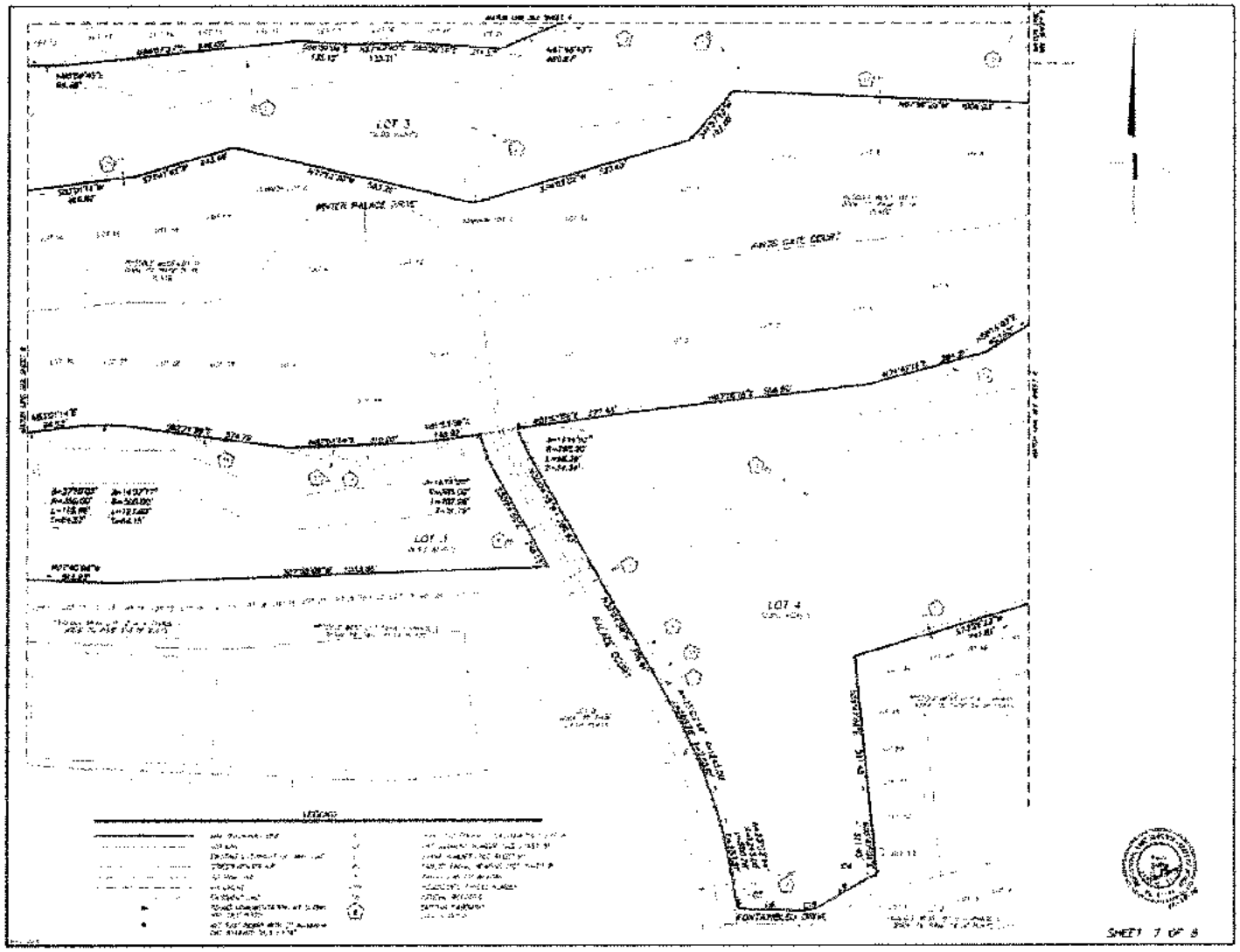

FILE 221 PAGE 160

10438



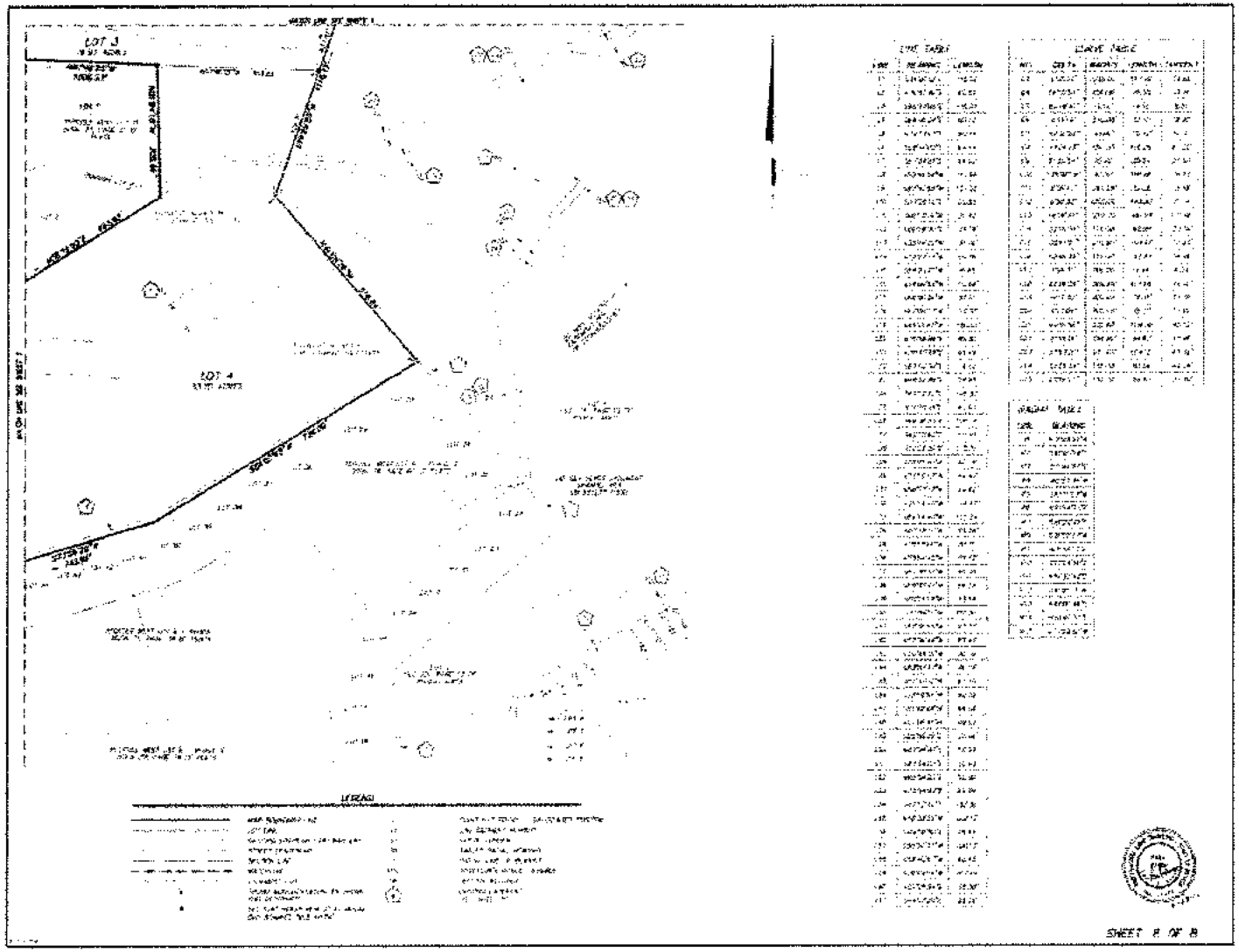

FILE 12... PAGE 32...

10439




FILE 12 PAGE 160

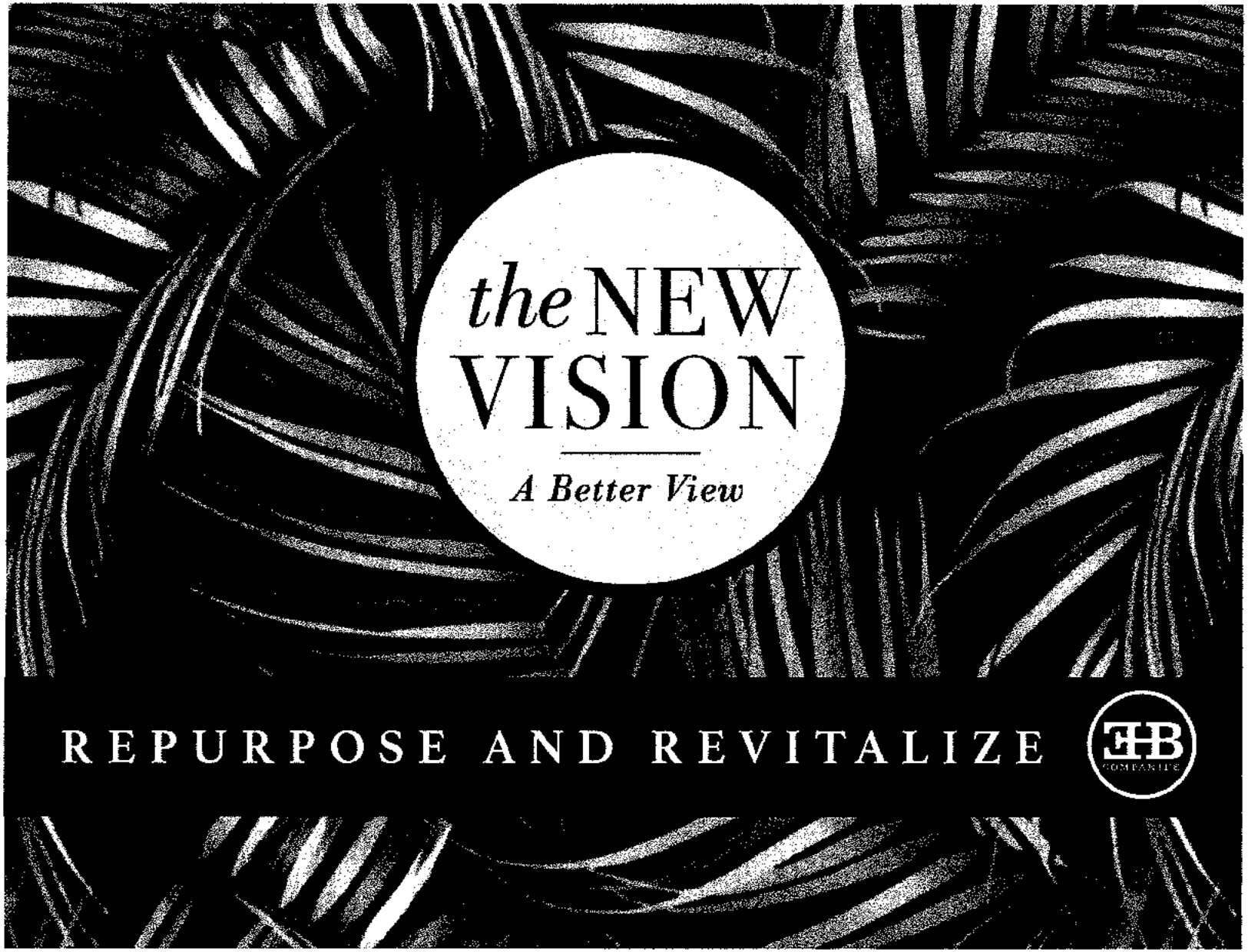
10440




FILE 141 PAGE 1261

10441

# EXHIBIT "Y"




0411

LO 0034763

10443

# EHB COMPANIES

## DREAM, DESIGN, DELIVER

EHB Companies (EHB Cos.) is a branded-group of real-estate development and building companies headquartered in Las Vegas, Nevada. Since 1993 EHB Cos' principals, Yohan Lowie, Vickie DeHart and Paul DeHart, have developed more than three million square feet of commercial, residential and retail properties, including the acclaimed One Queensridge Place, Tivoli Village and Sahara Center. EHB Cos. designed and is presently constructing the new Nevada Supreme and Appellate Court Building in downtown Las Vegas. The building will be leased to the State of Nevada and is expected to be completed in December of 2016.

EHB Cos. has a passion for world-class architectural design and a commitment to delivering the most distinctive properties made possible by its unprecedented production and sourcing capabilities. EHB Cos. is comprised of a team of impassioned professionals with an entrepreneurial spirit and commitment to delivering timeless product that transform communities.

### EHB Cos. MISSION

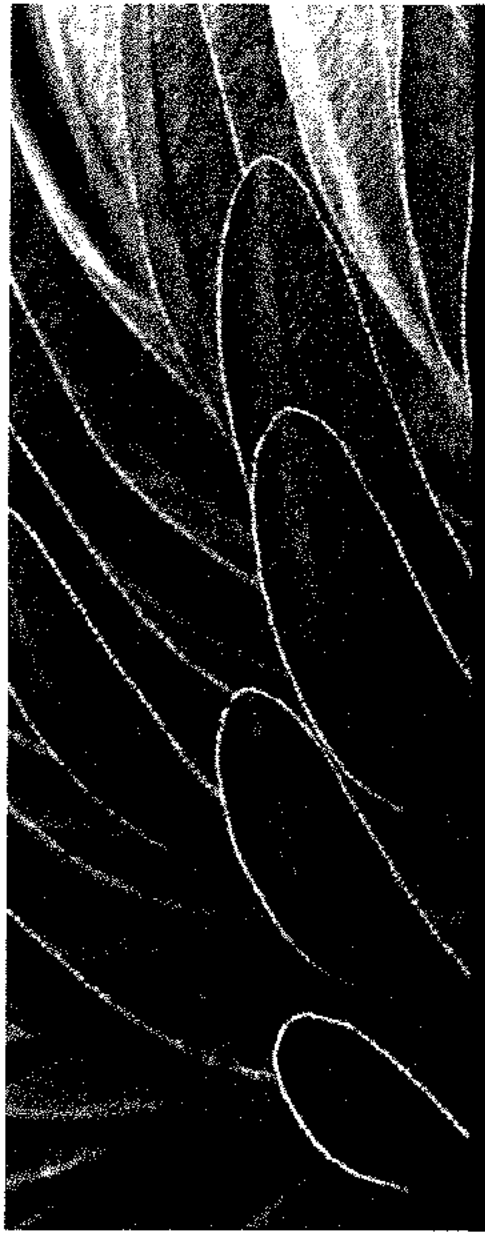
*To develop timeless, aesthetically inspired real estate properties that provide the catalyst for vibrant, transformative communities.*

EHB COMPANIES

0412

LO 0034764

**10444**

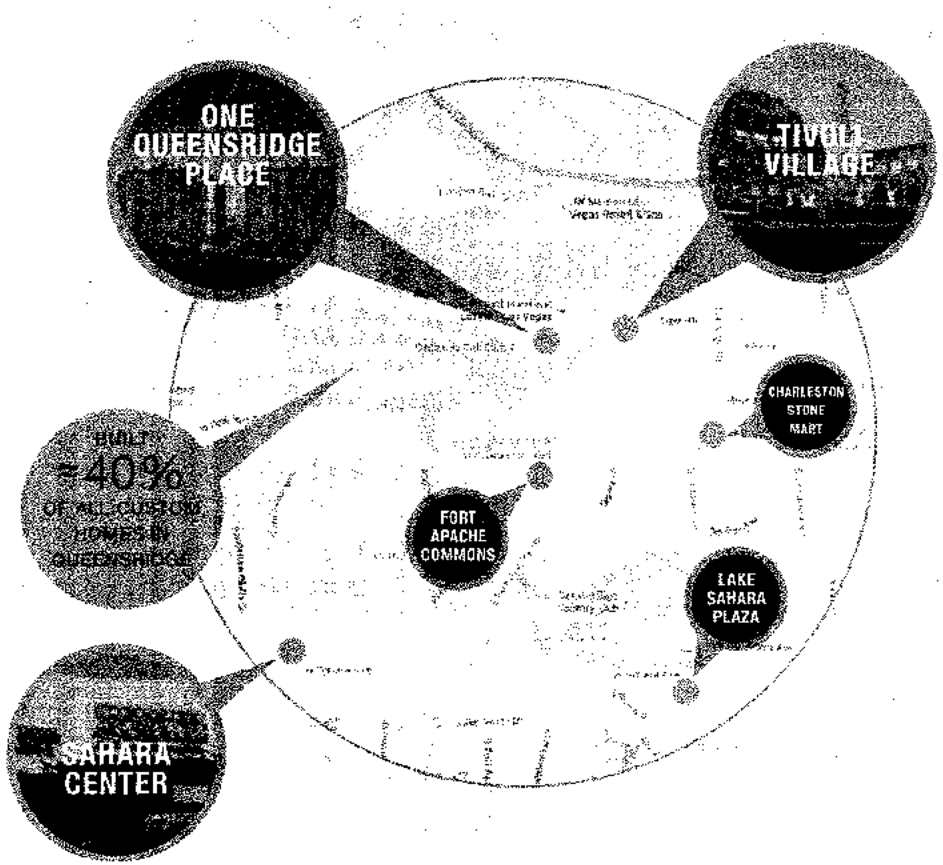



# THE COMPANY

There is no other independent developer that has contributed more or had a larger impact on Queensridge and the surrounding area.

# THE COMPANY

## 20 Years In The Neighborhood




EHB Cos. has built over **3 MILLION SQ FT** of residential and commercial properties and has invested over **$1 BILLION**, all within a **1.5 MILE** radius of Queensridge.

ONE QUEENSRIDGE PLACE
**219 Unit High Density Multi-Family Residential Condominiums**

TIVOLI VILLAGE
**451,000 sq ft Mixed Use Center**

SAHARA CENTER
**222,000 sq ft Retail Center**

LAKE SAHARA PLAZA
**153,000 sq ft Nursing Home + Office Center**

FORT APACHE COMMONS
**65,000 sq ft Mixed Use Center**

CHARLESTON STONE MART
**22,000 sq ft Retail + Office Center**

EHB COMPANIES

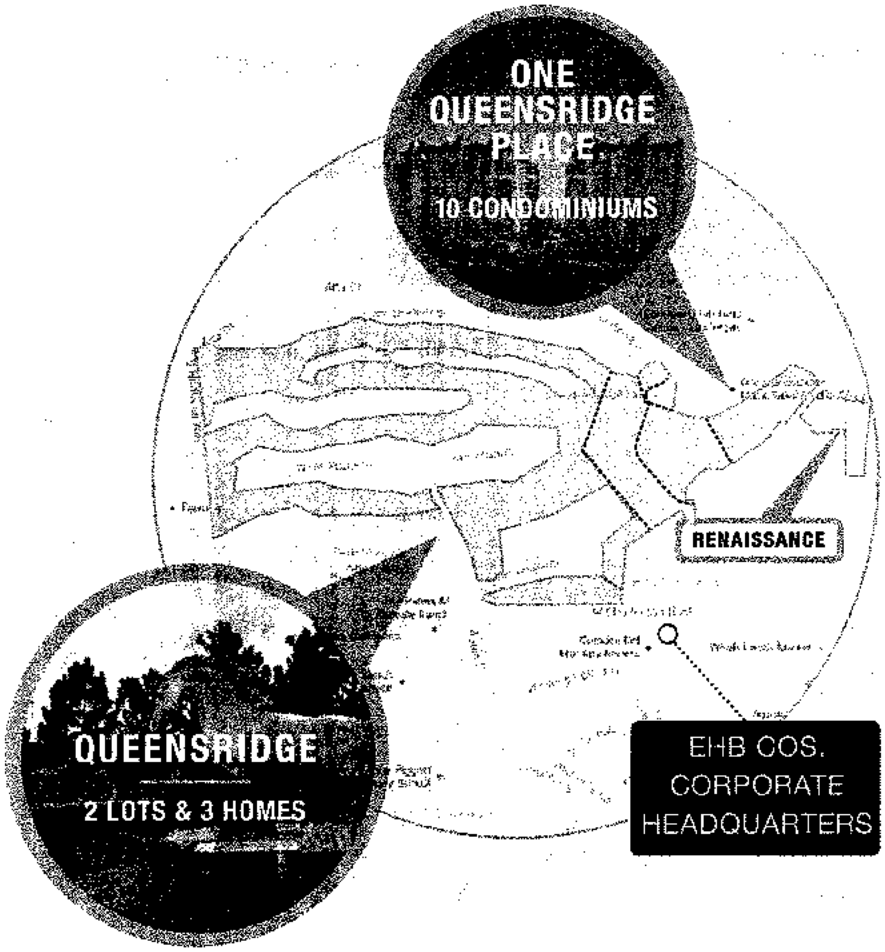
0414

LO 0034766

**10446**

# THE COMPANY

Still In The Neighborhood




The principals of EHB Cos. **ALL LIVE IN QUEENSRIDGE OR ONE QUEENSRIDGE PLACE** and are the **SINGLE LARGEST OWNERS** within both developments with a total of **15** residential properties.

Additionally, EHB Cos. owns **275+ ACRES** of undeveloped land including **SEVEN RESIDENTIAL PARCELS** and **RENAISSANCE**, a 23 acre retail/commercial/residential site.

---

***Outside of the neighborhood:***

EHB Cos. designed, is constructing and owns the NEVADA SUPREME AND APPELLATE COURT BUILDING in downtown Las Vegas.

---

EHB COMPANIES

0415

LO 0034767

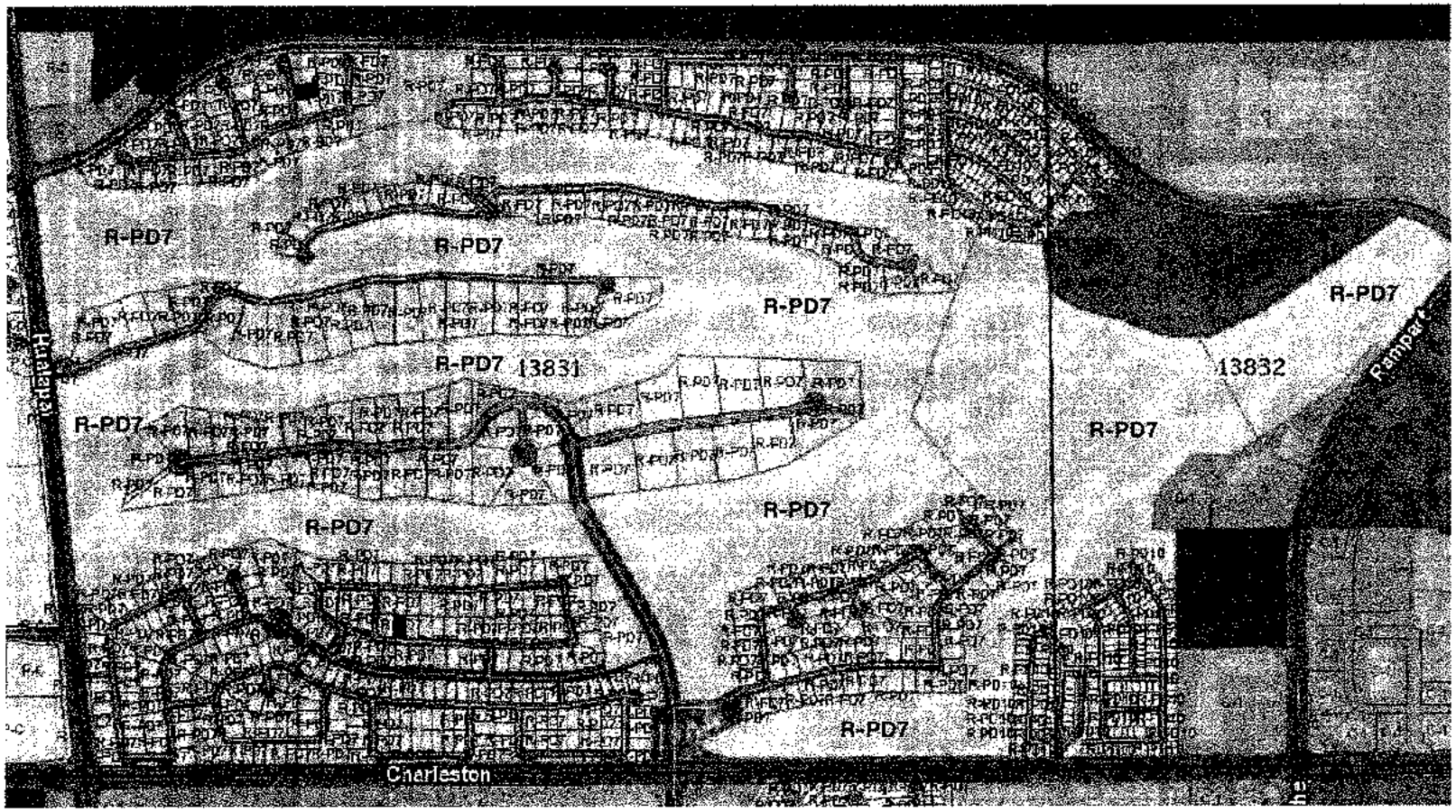
**10447**

# RIGHTS

Based on the land rights of the property on which Badlands golf course is currently operated and those of the Queensridge homeowners, EHB Cos. principals concluded that the land must be acquired in order to be protected from potentially destructive development.

# RIGHTS

Land Rights: The Property is Zoned R-PD7




http://gisgate.co.clark.nv.us/openweb/

As shown on the Clark County zoning map, the Property is zoned R-PD7 (up to 7.49 du/ac) under the City of Las Vegas code.

THB COMPANIES

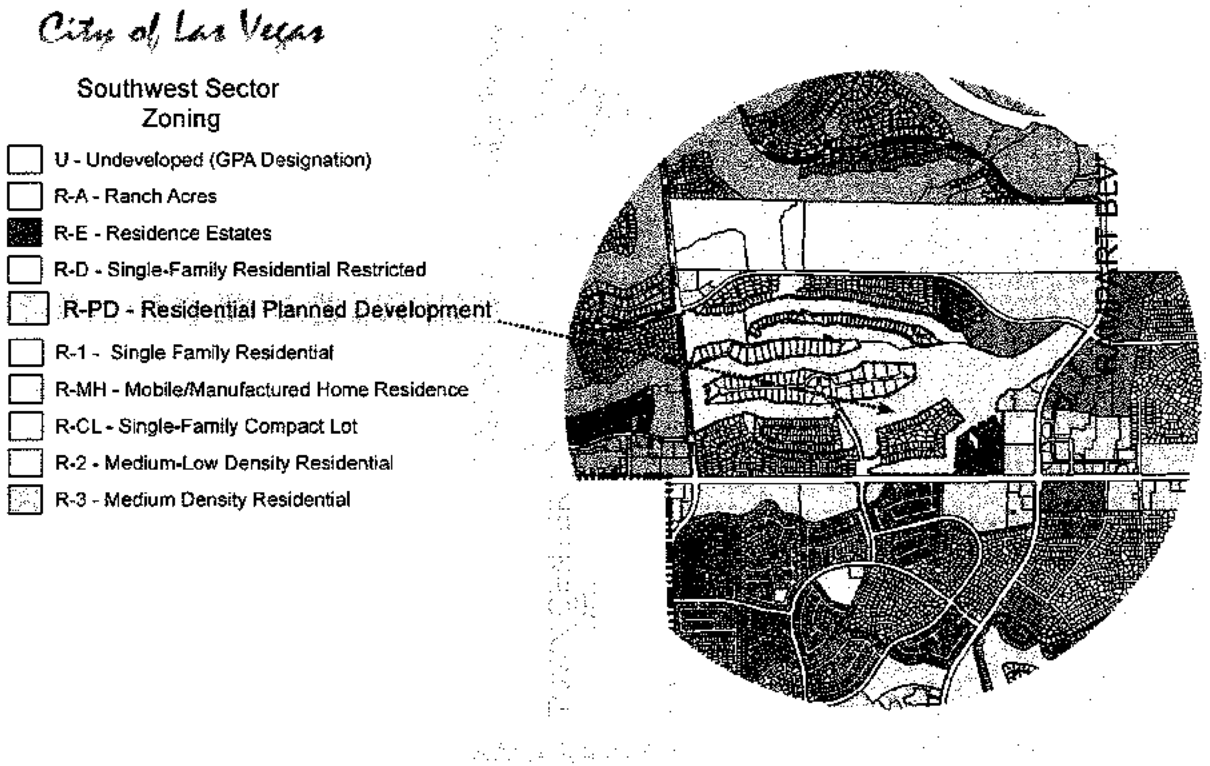
0417

LO 0034769

10449

# RIGHTS

## Master Plan Land Rights: R-PD Zoning




As shown in the City of Las Vegas 2020 Master Plan, the Property's zoning designation is R-PD (Residential Planned Development).

THB COMPANIES

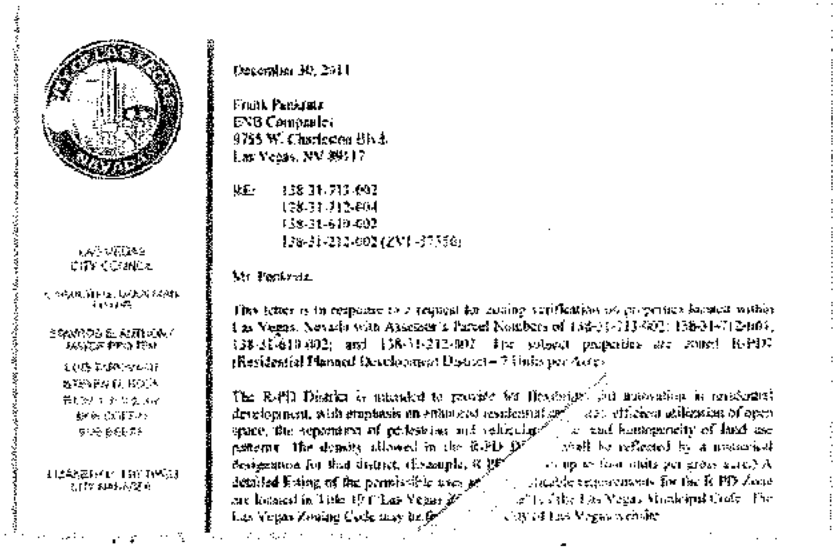
0418

LO 0034770

**10450**

# RIGHTS

## R-PD7 Zoning Verification Letter



December 30, 2011

Frank Pankratz
EHB Companies
9755 W. Charleston Blvd.
Las Vegas, NV 89117

RE: 138-31-713-002
138-31-712-004
138-31-610-002
138-31-212-002 (ZVI-37556)

Mr. Pankratz,

This letter is in response to a request for zoning verification on properties located within Las Vegas, Nevada with Assessor's Parcel Numbers of 138-31-713-002; 138-31-712-004; 138-31-610-002; and 138-31-212-002. The subject properties are zoned R-PD7 (Residential Planned Development District – 7 Units per Acre).

The R-PD District is intended to provide for flexibility and innovation in residential development, with emphasis on enhanced residential [illegible] efficient utilization of open space, the separation of pedestrian and vehicular [illegible] and homogeneity of land use patterns. The density allowed in the R-PD D[illegible] shall be reflected by a numerical designation for that district, (Example, R-PD[illegible] up to four units per gross acre.) A detailed listing of the permissible uses [illegible] applicable requirements for the R-PD Zone are listed in Title 19 of Las Vegas [illegible] of the Las Vegas Municipal Code. The Las Vegas Zoning Code may be [illegible] City of Las Vegas website.

**The subject properties are zoned R-PD7 (Residential Planned Development District – 7 Units per Acre).**

Should you wish to obtain copies of a Certificate of Occupancy or other public records related to the subject property, please contact the Las Vegas Building and Safety Department at (702) 229-6251. Information regarding City code violations on the subject property can be obtained from the Code Enforcement Division of the Building and Safety Department at (702) 229-2139.

If you have any questions concerning this matter, please contact me at (702) 229-6[illegible].

Sincerely,

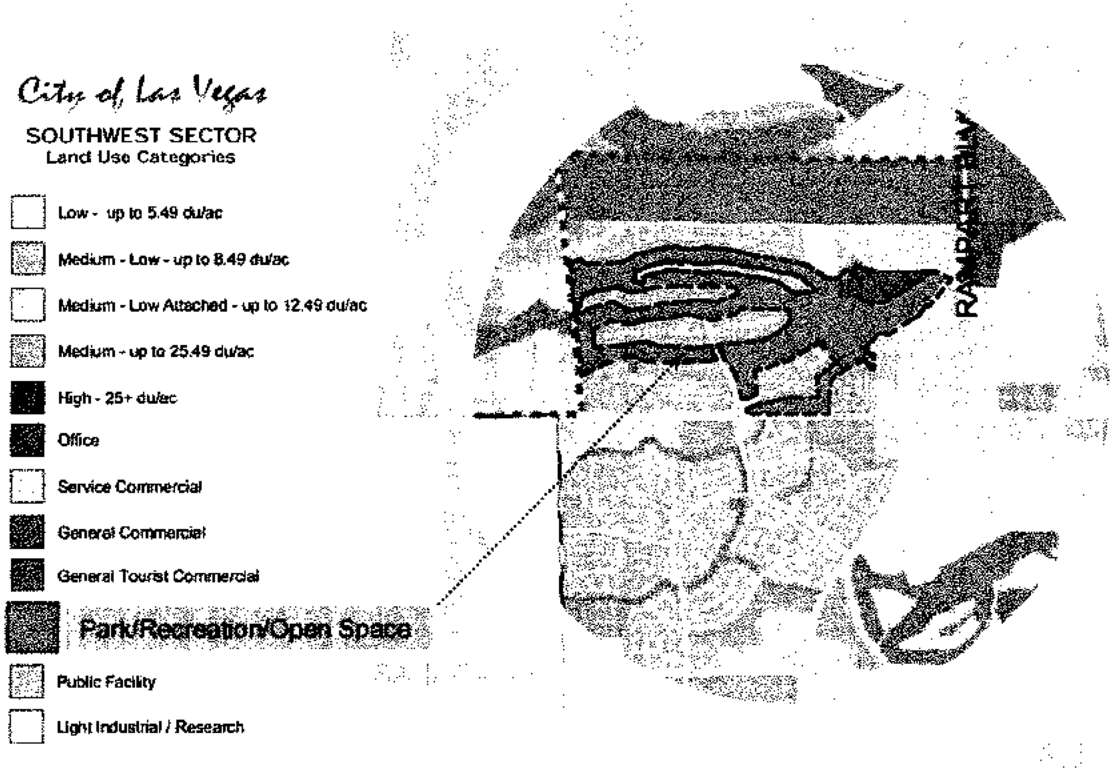
Lucas Eddowes
Planner I
Planning & Development Department

Zoning verification was obtained from the City of Las Vegas confirming the Property is zoned R-PD7 and up to 1,900 homes can be built.

EHB COMPANIES

# RIGHTS

## Property's Land Use: PR-OS Designation




As shown in the City of Las Vegas 2020 Master Plan, the land use designation is PR-OS (Park/Recreation/Open Space) which offers other suggested land uses including a **PUBLIC PARK**, soccer fields, tennis courts and swimming pools, among others.

EHB COMPANIES

0420

LO 0034772

**10452**

# RIGHTS

## Queensridge CC&R's: The Property is Not a Part or Annexable

MASTER DECLARATION - 1996 + 2000

1996 + 2000

**The existing 18-hole golf course commonly known as the "Badlands Golf Course" is not a part of the Property or the Annexable Property.**

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

THIS AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Master Declaration") is made effective as of October 1, 2000 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 master developer of certain real property in the City of Las

**The existing 27-hole golf course commonly known as as the "Badlands Golf Course" is not a part of the Property or the Annexable Property.**

NOT A PART

< AMENDED AND RESTATED DECLARATION - 2000

# RIGHTS

Queensridge Lot Purchase Agreement

**13. Future Development.** . . . Seller has made no representations or warranties concerning zoning or the future development of phases of the Planned Community or the surrounding area or nearby property.

**4. No Golf Course or Membership Privileges.** Purchaser shall not acquire any rights, privileges, interest, or membership in the Badlands Golf Course or any other golf course, public or private, or any country club membership by virtue of its purchase of the Lot.

**7. Views/Location Advantages.**
The view may at present or in the future include, without limitation, adjacent or nearby single-family homes, multiple-family residential structures, commercial structures, utility facilities, landscaping, and other items. . . . Moreover, depending on the location of the Lot, adjacent or nearby residential dwellings or other structures, whether within the Planned Community or outside the Planned Community, could potentially be constructed or modified in a manner that could block or impair all or part of the view from the Lot and/or diminish the location advantages of the Lot, if any. . . . Purchaser is and shall be solely responsible for analyzing and determining the current and future value and permanence of any such view from or location advantage of the Lot.

EHB COMPANIES

0422

LO 0034774

10454

# RIGHTS

One Queensridge Place: Purchase Contract + Public Offering Statement

**PURCHASE CONTRACT**

14. Land Use and Views.

**(b) Seller makes no representation as to the subdivision, use or development of any adjoining or neighboring land...views from the Unit may be obstructed by future development of adjoining or neighboring land and Seller disclaims any representation that views from the Unit will not be altered or obstructed by development of neighboring land;**

**(d) ...Neither Seller nor its affiliates make any representation whatsoever relating to the future development of neighboring or adjacent land and expressly reserve the right to develop this land in any manner that Seller or Seller's affiliates determine in their sole discretion.**

**PUBLIC OFFERING STATEMENT - 2007**

**The current zoning on the contiguous parcels is as follows:**

| | | |
|---|---|---|
| North | C-1 | Casino/Gaming |
| South | R-PD7 | Residential up to 7 du |
| East | PD | Commercial/Retail |
| West | R-PD10 | Residential up to 10 du |
| Northeast | C-2[GC] | General Commercial |

# RIGHTS

Conclusion

1. The land has R-PD7 zoning rights

2. The land was protected for development and is currently developable up to 7.49 units per acre

3. EHB Cos. principals acquired the land to ensure that an economically viable project that enriches the overall neighborhood is developed

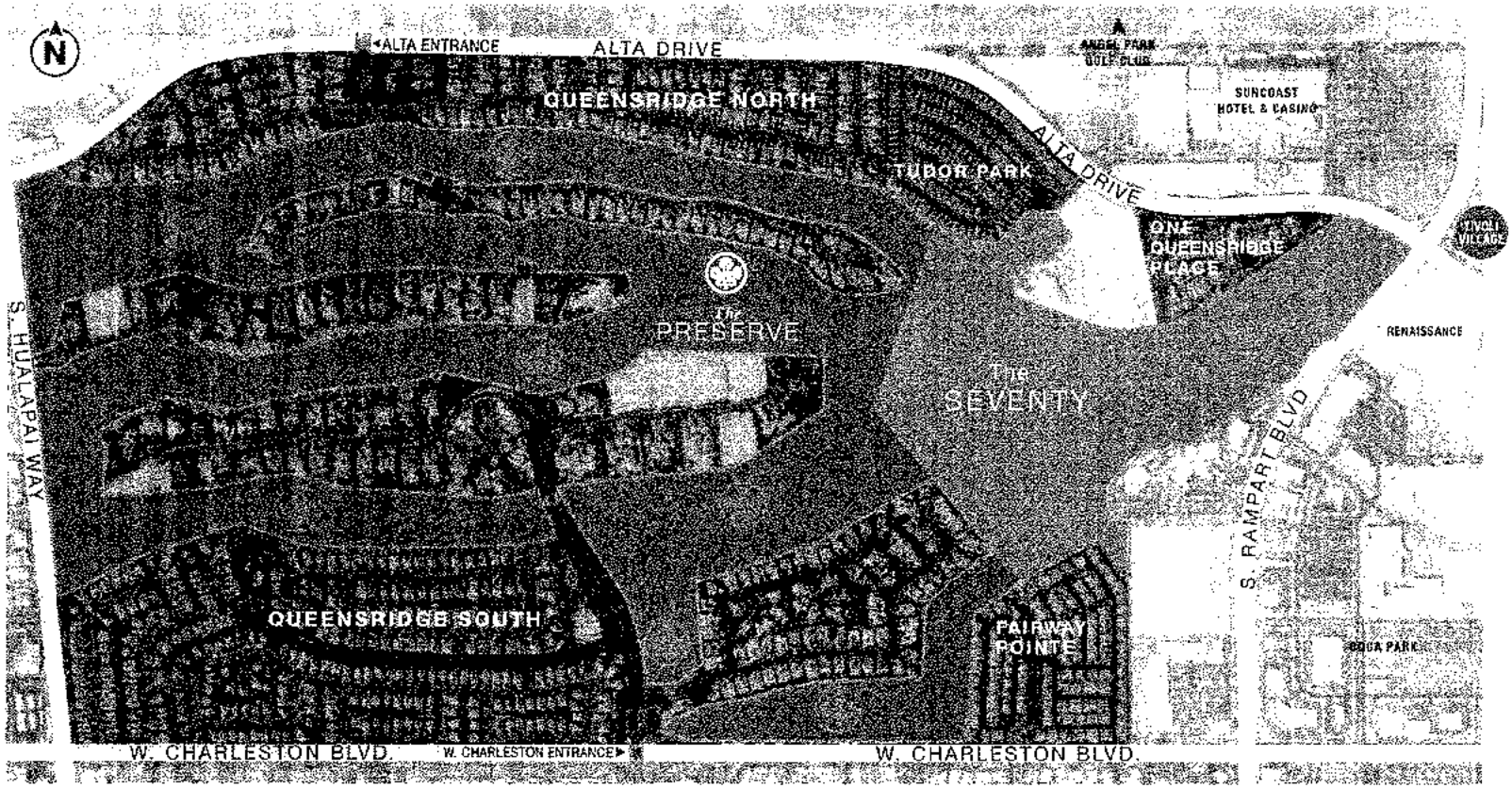
EHB COMPANIES

# THE NEW VISION

A CULTURAL AND ECONOMIC STIMULUS PLAN that will revitalize the surrounding area by delivering a strategically planned MULTI-FAMILY RESIDENTIAL LIFESTYLE DEVELOPMENT *(The Seventy)* and an unrivaled SINGLE-FAMILY CONSERVATION ESTATE NEIGHBORHOOD *(The Preserve)* on 250.9 acres, ensuring the PERMANENT PRESERVATION OF ALMOST 50% OF THE PROPERTY.

# THE NEW VISION

Ultra-low Density Meets Lifestyle Multi-Family Residential




THB COMPANIES

0426

LO 0034778

**10458**

*The*

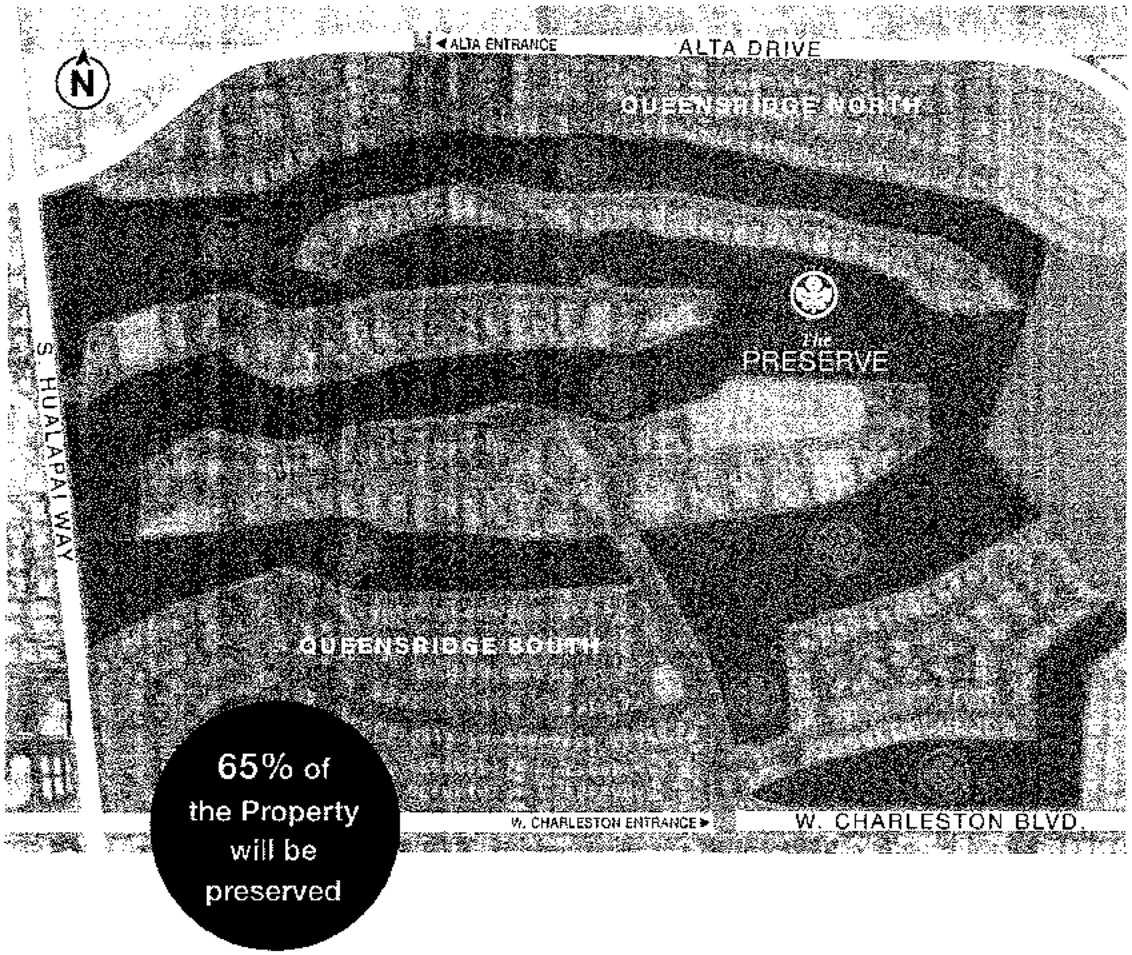
# PRESERVE

A 183.7 acre **PRESERVATION NEIGHBORHOOD** comprised of ultra low density **CONSERVATION ESTATES** that will **PERMANENTLY PRESERVE** 120 acres of open space, vegetation and water through a conservation easement or deed restriction.

0427

# THE PRESERVE

The Most Densely Landscaped, Large Estate Lot Community in Las Vegas




An incomparable single-family residential development with up to **60 CONSERVATION ESTATES** or only **1 RESIDENTIAL UNIT PER EVERY 3 ACRES** on average. In addition, **65%** of the land will be preserved through a conservation easement or deed restriction.

CONSERVATION ESTATES

*Total Number:* Maximum of 60

*Estate Size:* 1.5 to 5+ acres

*Buildable Area:* Between 25%-50% of a given lot

*Building Setback:* Minimum of 50 ft from existing single-family residence property line

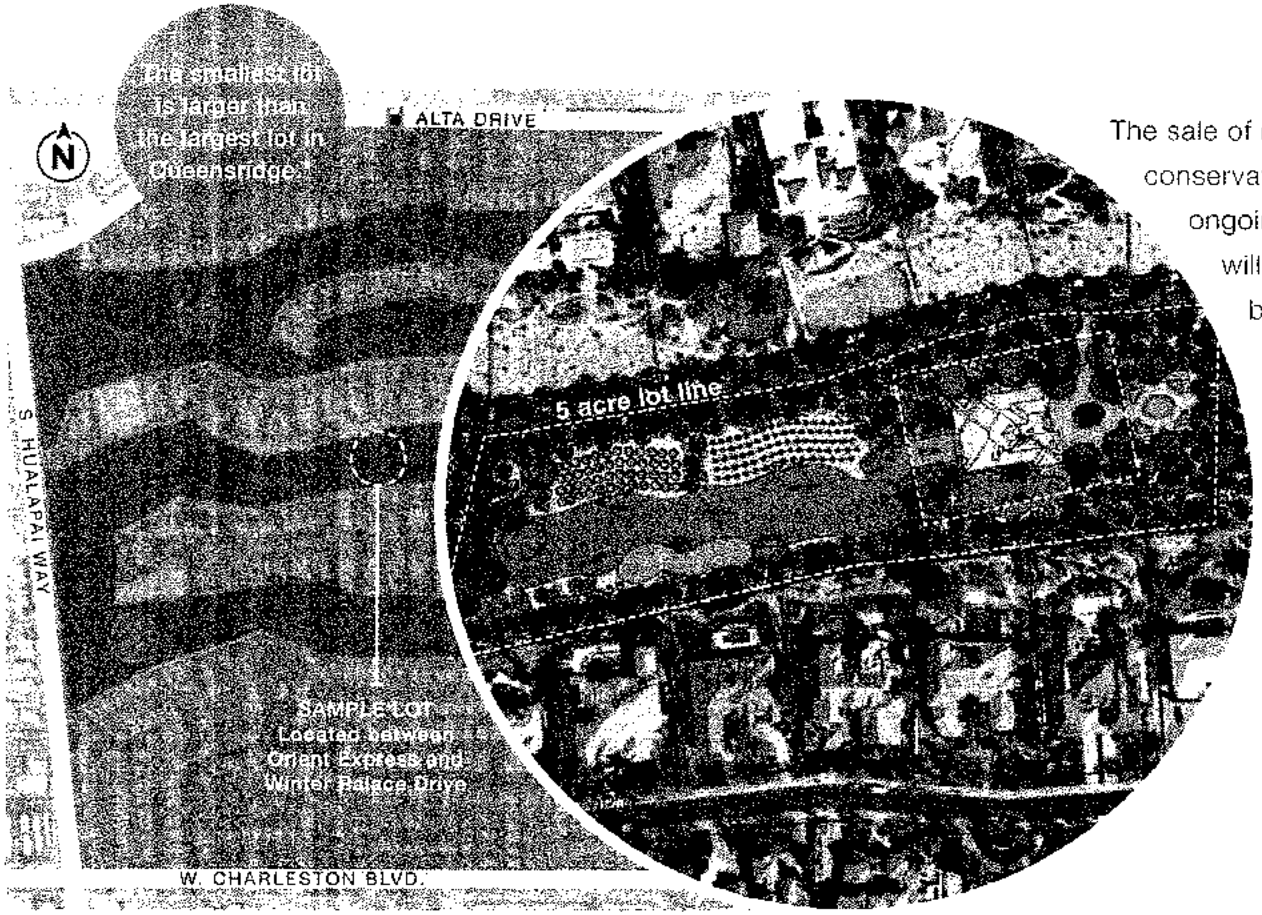
NATURE PRESERVE

*100% of the property will be landscaped*

*Number of Canopy Trees:* 7,500+ (currently only 1,014)

# THE PRESERVE

Sample 5-Acre Conservation Estate




*Other than a few exceptions.

The sale of multi-million dollar conservation estates and their ongoing maintenance fees will provide the economic basis to **PERMANENTLY PRESERVE 120 ACRES.**

*Total Size:*
5 acres

*Portion Preserved:*
3.75 acres or 75%

*Buildable Portion:*
1.25 acres or 25%

*Vegetation:*
200+ trees

*Border Walls:*
Predominately wrought iron

EHB COMPANIES

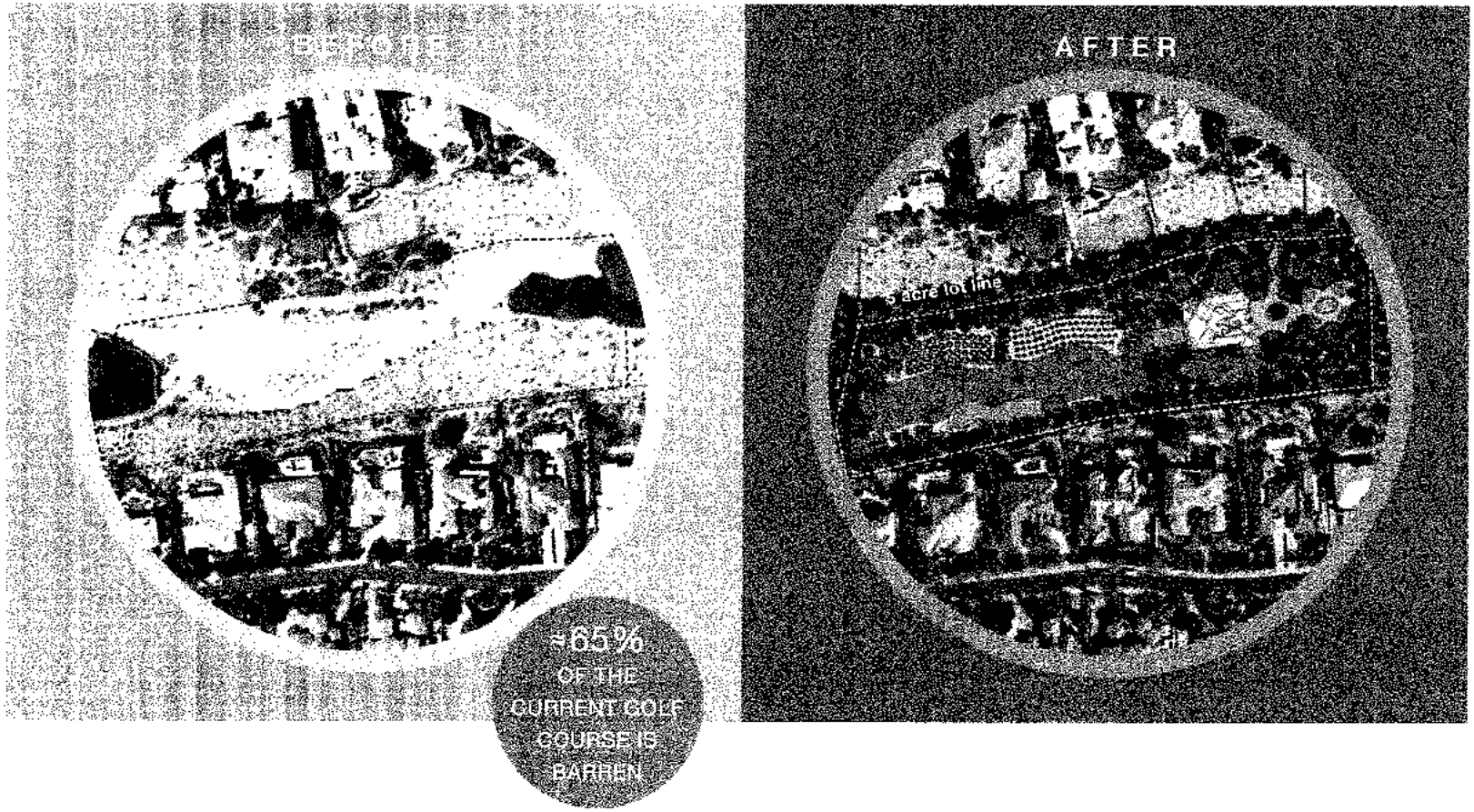
0429

LO 0034781

**10461**

# THE PRESERVE

Sample 5-Acre Conservation Estate Terrain: Before + After




EHB COMPANIES

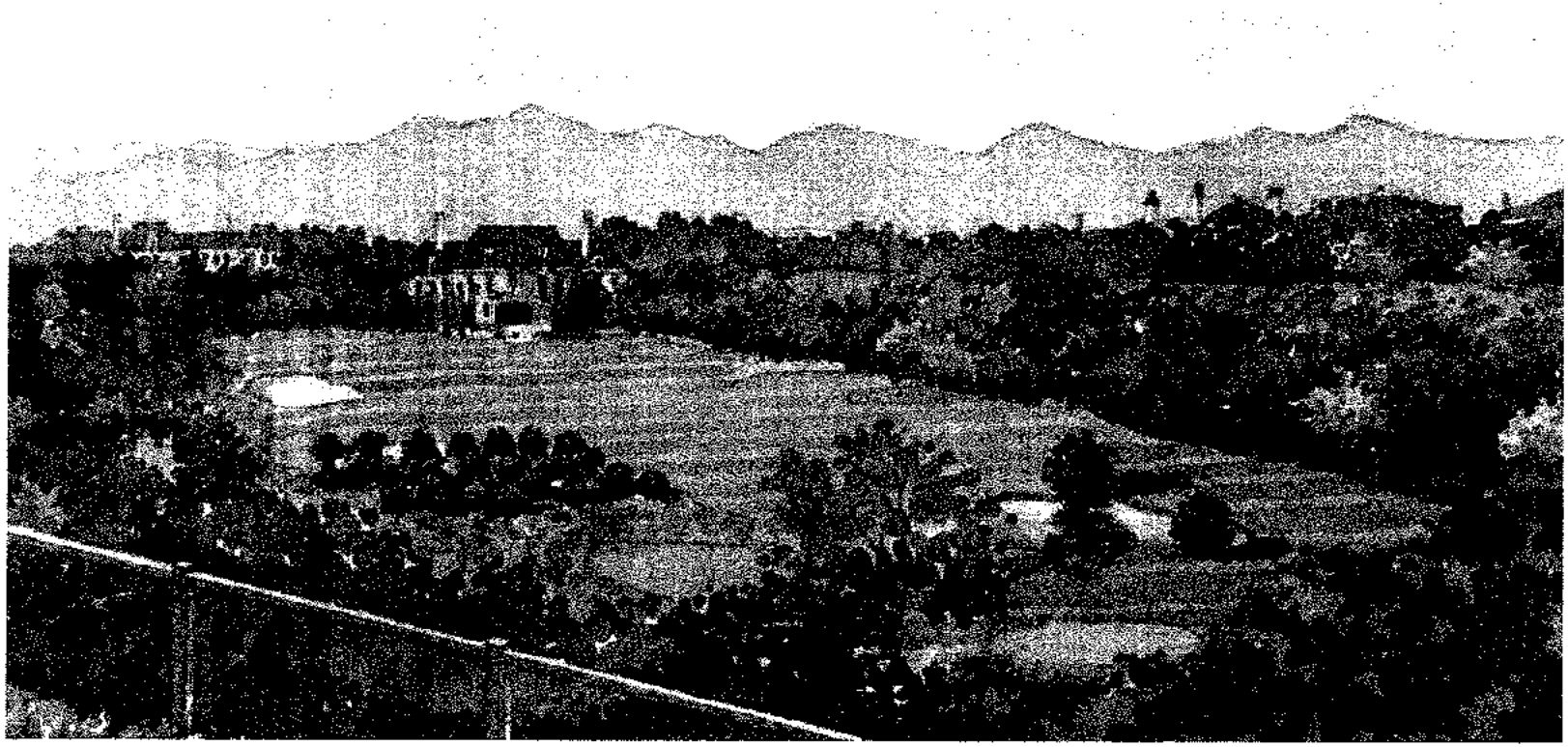
0430

LO 0034782

**10462**

# THE PRESERVE

A Better View: Rendering of a 5-Acre Conservation Estate



Northwest: From existing homesite on Winter Palace Drive north

THB COMPANIES

0431

LO 0034783

10463

# THE PRESERVE

A Better View: Rendering of a 5-Acre Conservation Estate

West: Aerial view from Winter Palace Drive south

THB COMPANIES

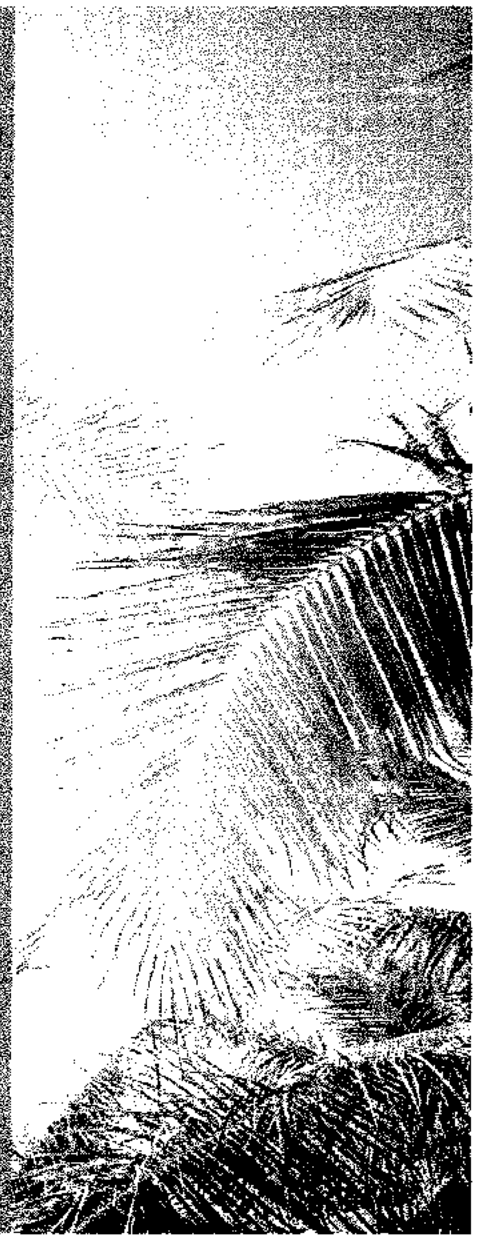
0432

LO 0034784

**10464**

# The SEVENTY

A multifamily residential lifestyle development designed to **INCREASE LUXURY HOUSING** options for existing residents and to attract **NEW HIGH QUALITY RESIDENTS** needed to drive retail success and overall **NEIGHBORHOOD DESIRABILITY**.



# THE SEVENTY

## An Invitation to the Quality Class

A complimentary high quality, highly amenitized luxury multi-family neighborhood where the density will provide the demand necessary to drive retail revitalization. High quality retail always follows high quality rooftops.

### GENERAL DETAILS

*Size:* 67.21 acres

*Number of Units:* 3,020

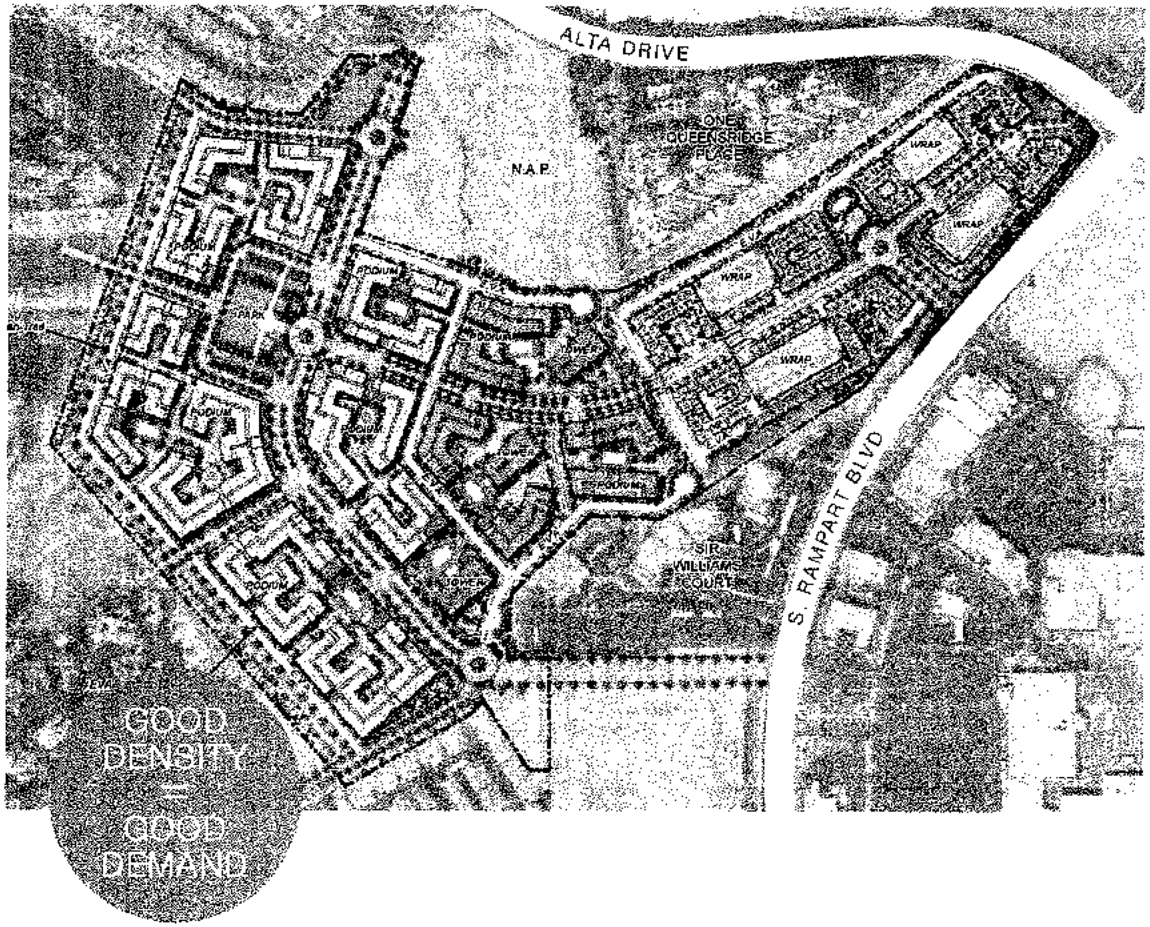
*Density:* 45 du/ac

*Vegetation:* 2,000 trees

*Outdoor Amenities:* 4.1 miles pedestrian trails / walking loop

*Parks:* 2.5 acres + 1.5 acre dog park

*Common/Landscaped Open Space:* 14.9 acres




EHB COMPANIES

0434

LO 0034786

**10466**

# THE SEVENTY

## First Phase: Development Area 1

An amenity rich 720 unit residential complex to be entitled and built as condominiums, that will provide rental residences with the flexibility to adapt to changing market conditions.

*Total Size:* 17.49 acres

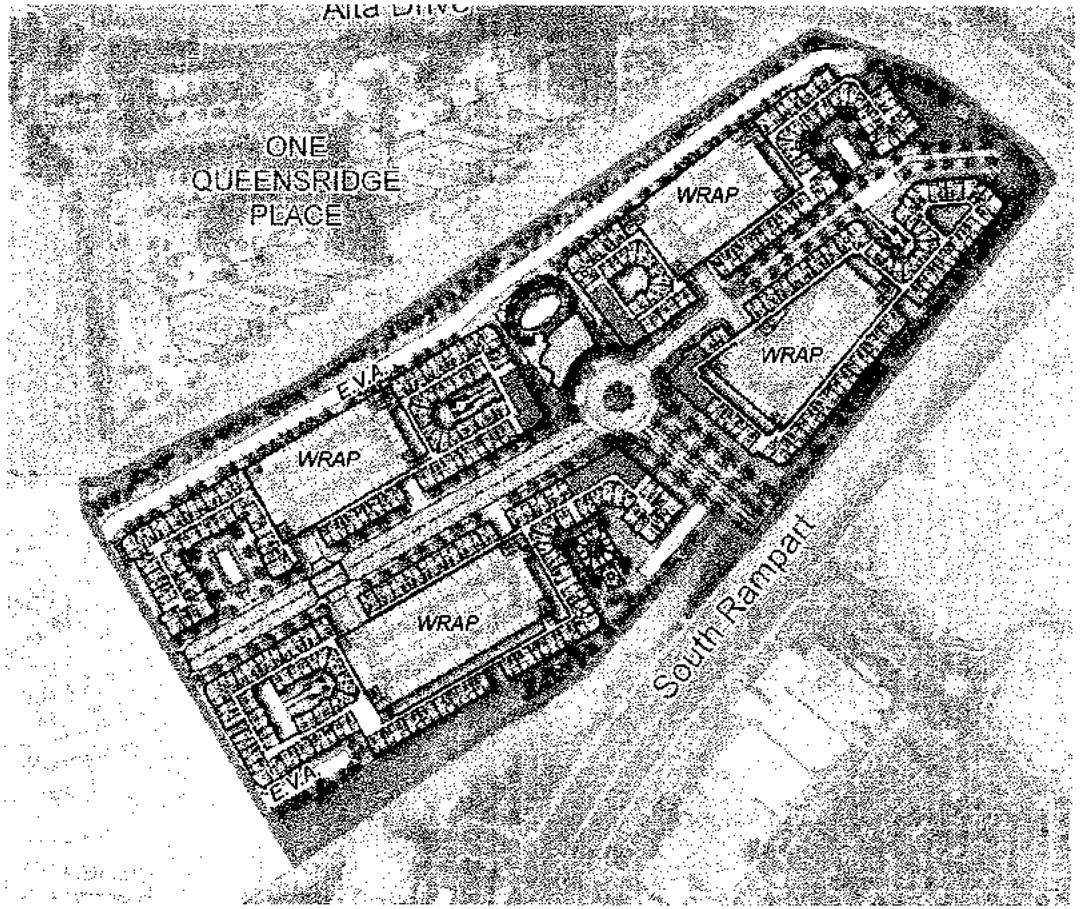
*Number of Units:* 720

*Phase I:*

*Estimated Start Date:* 2018
*Number of Units:* 284 units
*Number of Buildings:* 2

*Phase II:*

*Estimated Start Date:* 2020
*Number of Units:* 436 units
*Number of Buildings:* 2




THB
COMPANIES

0435

LO 0034787

**10467**

# THE SEVENTY

Development Area 1: Architectural Design

## NOT ALL PRODUCT IS CREATED EQUAL

Inspired by late-19th Century Parisian architecture and designed to compliment the adjacent One Queensridge Place, the architecture is distinctively French Art Nouveau with steep Mansard roofs and elegantly projecting balconies or "Juliettes".

EHB COMPANIES

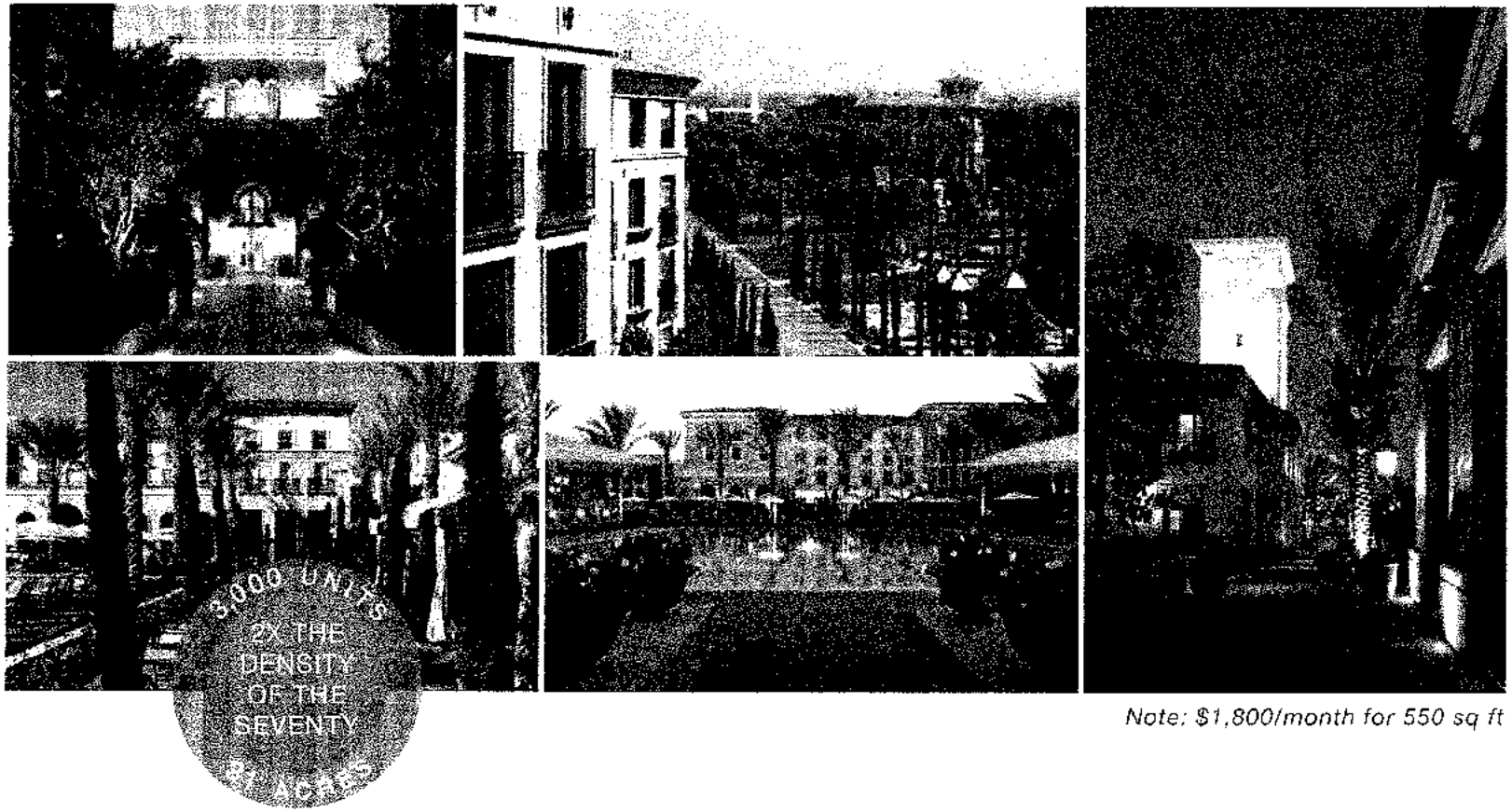
0436

LO 0034788

**10468**

# THE SEVENTY

Inspiration: The Park + The Village, Irvine Spectrum Center




*Note: $1,800/month for 550 sq ft*

THB
COMPANIES

0437

LO 0034789

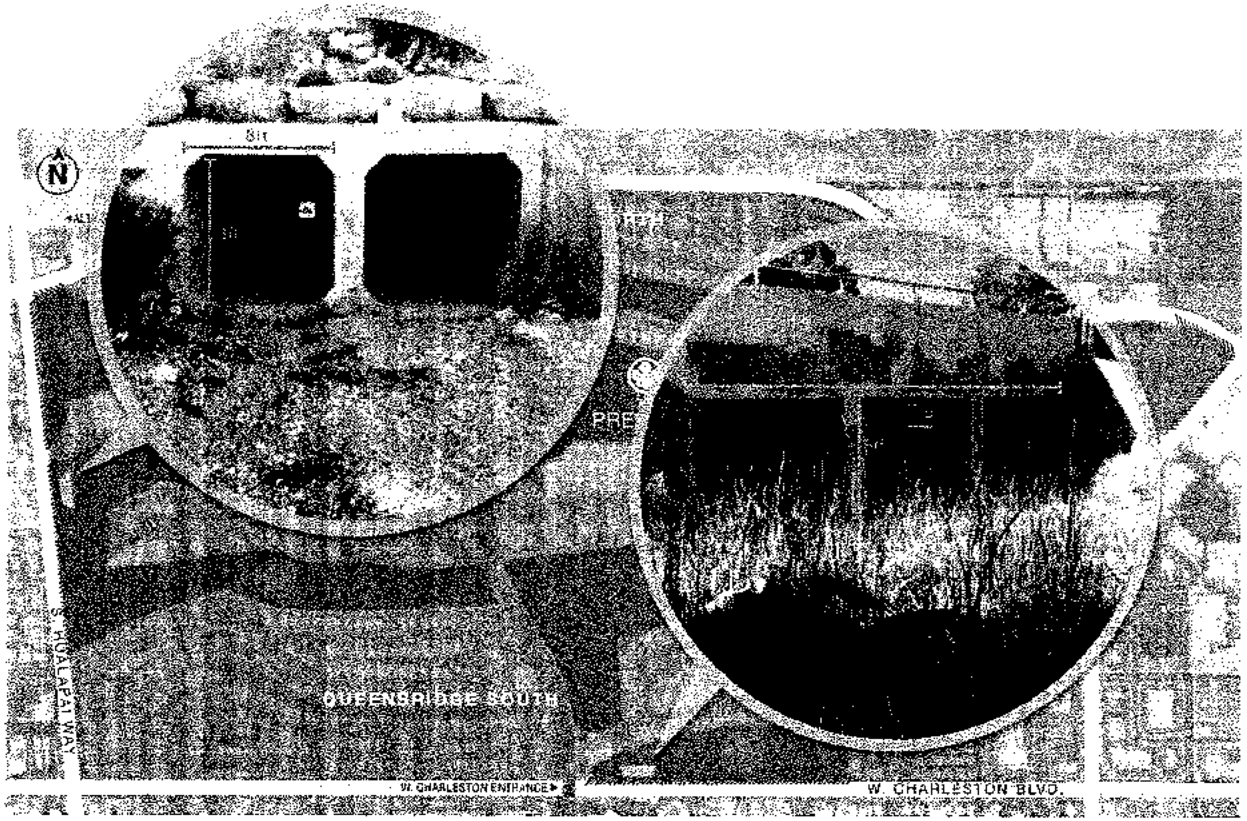
**10469**

# QUEENSRIDGE TODAY

Queensridge is challenged by safety/security issues, tired amenities/facilities and nearby retail vacancies that in aggregate, have led to waning desirability and deteriorating property values.

# QUEENSRIDGE TODAY

The Community is Not Secure




Due to the public golf course, open flow culverts and low perimeter walls, Queensridge is especially vulnerable to crime.

***Solution:***

1. Installation of underground drainage culverts
2. Construction of a 10' wall along the perimeter of The Preserve and The Seventy
3. Increasing the height of existing perimeter walls

*27% of secured perimeter*

EHB COMPANIES

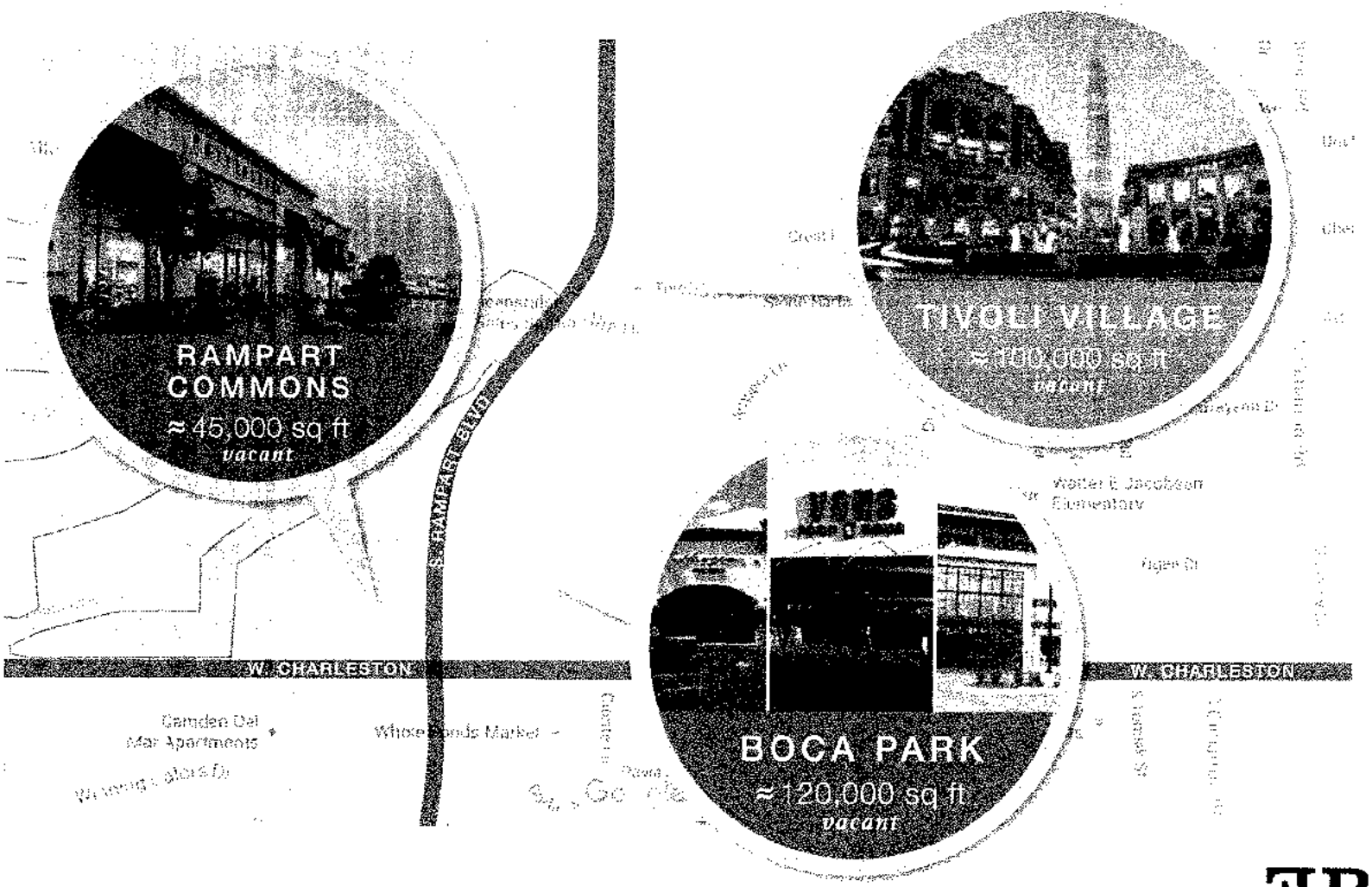
0439

LO 0034791

**10471**

# QUEENSRIDGE TODAY

Significant Neighborhood Retail Vacancies




***Great neighborhoods are defined by great retail***

THB COMPANIES

0440

LO 0034792

**10472**

# QUEENSRIDGE TODAY

Lagging Property Values

| | AVERAGE SALES PRICE PER SQ FT* | % DIFFERENCE TO QUEENSRIDGE |
|---|---|---|
| QUEENSRIDGE | $195 | — |
| THE RIDGES | $363 | ↑ 86% |
| RED ROCK COUNTRY CLUB | $265 | ↑ 35% |
| CANYON FAIRWAYS | $222 | ↑ 14% |
| TOURNAMENT HILLS | $221 | ↑ 13% |

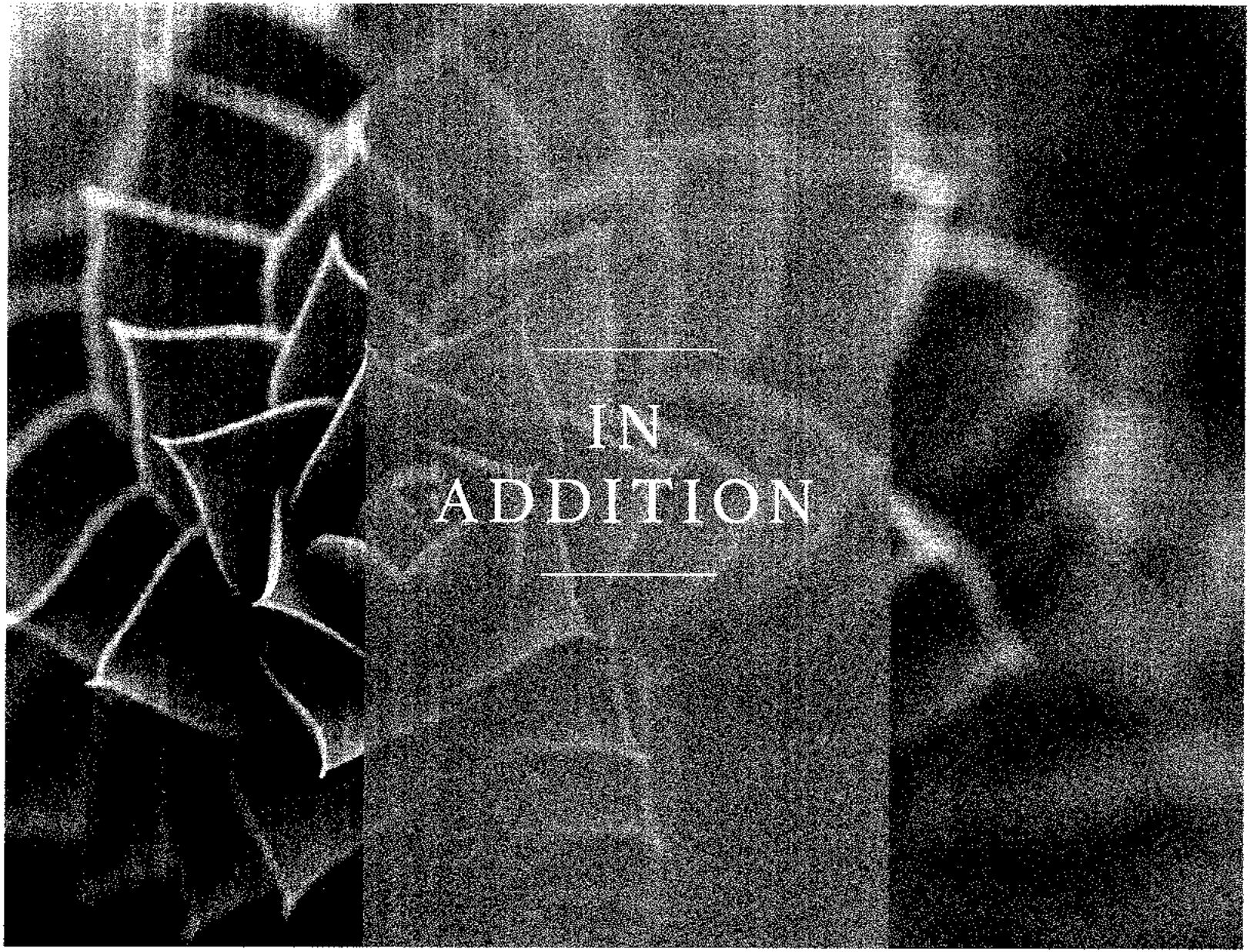
*Between 2012-mid 2015 (precedes development announcement)*

EHB COMPANIES

0441

LO 0034793

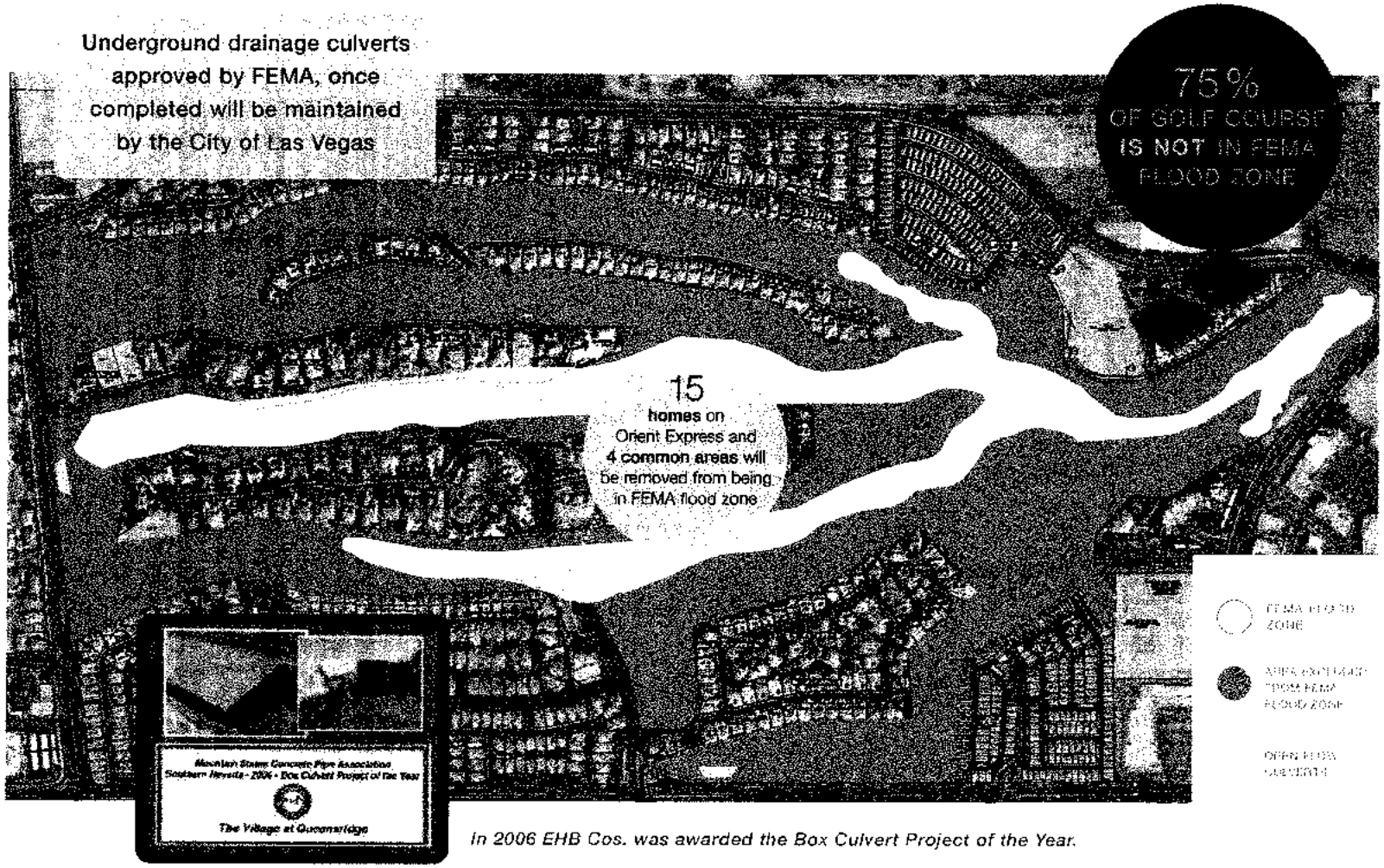
10473



# IN ADDITION

# FEMA FLOOD ZONE

Only 25% in Designated Flood Plain




*In 2006 EHB Cos. was awarded the Box Culvert Project of the Year.*

EHB COMPANIES

0443

LO 0034795

**10475**

# PROPERTY GRADING

A Balanced Site

GCW
ENGINEERS · SURVEYORS

Not one truck will enter or leave the Property with fill dirt.

February 18, 2016

Mr. Frank Pankr
President
EHB Companies
1215 S. Ft. Apa
Las Vegas, NV

RE: Badland

Dear Frank,

**Therefore, the need for the transport of earthwork materials, during the site grading operation, in or out of site should not be necessary.**

Based upon preliminary site plans and our preliminary grading and earthwork cal ions at this time, it is our professional opinion that the project site can and should be designed s that import fill material will not be necessary. I would add that it is our belief that we will be abl design a grading and drainage plan that will provide a balance between the earthwork material th will need to be excavated and the earthwork material that will be used as embankment. Therefore, the need for the transport of earthwork materials, during the site grading operation, in or out of site should not be necessary.

Cordially,

GCW, Inc.

Mark J Fakler, PE
Vice President

Cc – James Duddlesten, PE

EHB COMPANIES

0444

LO 0034796

10476

# WE ENCOURAGE YOU TO CONTACT US with any additional questions or concerns.

To schedule a time to speak

or meet, please contact

Jennifer Knighton at **702-940-6930**

or **jknighton@ehbcompanies.com**

---

EHB
COMPANIES

# EXHIBIT "Z"

Seventy Acres LLC
1215 S. Fort Apache Rd., Suite # 120
Las Vegas, NV 89117

November 24, 2015

Mr. Tom Perrigo, Planning Director
Mr. Peter Lowenstein, Planning Section Manager
City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

Re: Alta/Rampart Justification Letter for GPA, Rezoning and SDR

Dear Mr. Perrigo and Mr. Lowenstein,

We hereby submit a request for a:

- General Plan Amendment (GPA);
- Rezoning; and
- SDR.

General Plan Amendment

The subject property represents a 17.49 acre portion ("17 Acres") at the Alta/Rampart corner of a 70.52 acre parcel (the "Land"). The Land's zoning designation is R-PD7 and under the General Plan is PR-OS. The 17 Acres is in the process of being subdivided into a separate parcel and will have its own APN.

- We are requesting that the General Plan classification on the 17 Acres be changed from PR-OS to H.

The Land is NOT A PART of any common interest community CC&Rs, nor is it permitted as annexable property with the CC&Rs of adjacent properties, nor is it in any way under the control of the HOAs in the adjacent properties.

The City of Las Vegas Unified Development Code provides in Section 19.10.050 (C) [in pertinent part and emphasis added]:

1. *Single-family and multi-family residential and supporting uses are permitted in the R-PD District to the extent they are determined by the Director to be consistent with the density approved for the District and are compatible with surrounding uses. ....*

2. *For any use which, pursuant to this Subsection, is deemed to be permitted within the R-PD District, the Director may apply the development standards and procedures which would apply to that use if it were located in the equivalent standard residential district.*

3. *For purposes of this Subsection, the "equivalent standard residential district" means a residential district listed in the Land Use Tables which, in the Director's judgment, represents the for of district which is most comparable to the R-PD District in question, in terms of density and development type.*

The 17 Acres are adjacent to the One Queensridge Place high rise condominium towers and the Sir Williams Court office complex and event center. The proposed project on the 17 Acres is comparable, in terms of development type, to the adjacent properties.



PRJ-62226
11/30/15

**GPA-62387, ZON-62392 and SDR-62393**

Seventy Acres LLC
1215 S. Fort Apache Rd., Suite # 120
Las Vegas, NV 89117

**REZONING**
In conjunction with the GPA:

- We are requesting that the zoning on the 17 Acres be changed from R-PD7 to R4.

**SDR**
In conjunction with the GPA and Rezoning requests as described above, a simultaneous SDR is being submitted. This yet to be named 720 Unit luxury rental condominium project, located at the southwest corner of Rampart Boulevard and Alta Drive will fulfill a much needed residential niche in this suburb.

The project:

- Particulars are reflected in the various Exhibits provided in conjunction with this filing.
- Comprises 17.49 acres.
- Will consist of up to 720 dwelling units with a planned mix, (which mix may slightly vary as construction documents are prepared and finalized), of 5% Studios, 55% One-Bedrooms, 35% Two-Bedrooms and 5% Three-Bedrooms. The units will be housed in four 4-four story, Type-V buildings.
- Has four buildings configured so that the units are wrapped around three or more sides of multi-level parking; these parking structures are in lieu of typical less appealing exterior parking fields at-grade. This design allows for more intimate outdoor open spaces nestled among building wings and fingers that extend out from the main linear portions of the buildings creating a resort like setting. The buildings will also contain courtyard-like refels.
- The 17.49 acres lay significantly below the podium elevation of One Queensridge Place. Its design utilizes the land's unique topography to maintain the top of the projects buildings at an elevation of not higher than 2,748', the same elevation as the podium level of the adjacent One Queensridge Place condominiums.
- Primary "entry driveway" off Rampart Boulevard is at the center of the site, running westerly arriving at the complex's office and main recreation area with a single story clubhouse as its terminus. Two additional, amenity areas are provided to serve the open space and recreation needs of the project residents.
- Contains a northeast-southwest "main street" that will continue to the west connecting into Alta through Clubhouse Drive.
    - The northeast-southwest "main street" intersects with the "entry driveway" forming a traffic circle and establishing an urban pedestrian and vehicular thoroughfare that promotes the connectivity and continuity.

Taking cues from the adjacent One Queensridge Place condominiums architecture and landscape designed in a decidedly French/Art Nouveau style, the proposed architectural style for this yet to be named project is inspired by the late 19th century Parisian Second Empire style. This eclectic mix of earlier European styles is primarily known for its use of steep Mansard roofs often articulated with a single or double row of playful dormers, a clear definition of base, middle and top, and the use of projecting balconies, "Juliettes", as well as decorative railing.

Landscaping will be commensurate with the same plant types as One Queensridge Place to provide continuity among the adjacent properties.

The French architectural influences along with this proposed "urban" residential lifestyle will greatly complement the existing mix of uses in the project's vicinity including Tivoli Village at Queensridge, Boca Park, Suncoast and One Queensridge Place. The contribution of this project to this suburb is a significant creation of a truly pedestrian-oriented, mixed-use environment, one that encourages residents to leave their cars behind and experience a lifestyle focused on walkability, sustainability, and a healthy balance of live, work, and play all in close proximity.



PRJ-62226
11/30/15

**GPA-62387, ZON-62392 and SDR-62393**

Seventy Acres LLC
1215 S. Fort Apache Rd., Suite # 120
Las Vegas, NV 89117

Key Factors in Support:

- The project fills a void, left in the marketplace due to the secession, for quality condominium projects;
- The utilities are already available in and around the property;
- The project is suitable for the available traffic capacity in the area;
- Public transportation is readily available at the Alta/Rampart intersection;
- Mutually beneficial to commercial and retail businesses at corner of Alta/Rampart; and
- Comparable and complementary to adjacent properties.

Thank you in advance for the City's consideration. We look forward to working with the City and our neighbors in bringing this project to the community.

Seventy Acres LLC

By: EHB Companies LLC
a Nevada limited liability company
Their: Manager

By: [signature]
Name: Yoram Tower
Its: Manager
Date: 11-24-15

PRJ-62226
11/30/15

**GPA-62387, ZON-62392 and SDR-62393**

## DEPARTMENT OF PLANNING

### APPLICATION / PETITION FORM

Application/Petition For: GENERAL PLAN AMENDMENT (GPA)

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

Project Name ORCHESTRA VILLAGE Proposed Use

Assessor's Parcel #(s) Portion of 138-32-301-004 Ward # 2

General Plan: existing PROS proposed SC Zoning: existing R-PD7 proposed R-4

Commercial Square Footage Floor Area Ratio

Gross Acres 17.49 Lots/Units 1 Density

Additional Information

PROPERTY OWNER Seventy Acres LLC Contact Frank Pankratz
Address 1215 South Fort Apache Road, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
City Las Vegas State Nevada Zip 89117
E-mail Address Frank@ehbcompanies.com

APPLICANT Seventy Acres LLC Contact Frank Pankratz
Address 1215 South Fort Apache Road, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
City Las Vegas State Nevada Zip 89117
E-mail Address Frank@ehbcompanies.com

REPRESENTATIVE GCW Engineering, Inc. Contact Cindie Gee
Address 1655 South Rainbow Phone: (702) 804-9107 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 and exhibits herewith submitted are true and correct to the best of my knowledge and belief. I understand that the City is not responsible for the accuracy and adequacy of this application, and that incomplete or inaccurate applications may cause the application to be rejected. I have verified that I am the owner or an authorized agent of the property owner of record in the application. I certify that I have read the application and know the contents thereof. I hereby agree to the terms of the application and to abide by the decisions made in the application.

Property Owner Signature* [signature]
*If authorized agent, attach proof of authorization from the property owner for this application. Attach a copy of the deed.
Print Name Nikki Delhart

Subscribed and sworn before me
This 23 day of November, 2016
[signature]
Notary Public in and for said County and State

LEEANN STEWART-SCHENCK
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 29, 2019

FOR DEPARTMENT USE ONLY
Case # GPA-62387
Meeting Date:
Total Fee:
Date Received:*
Received By:

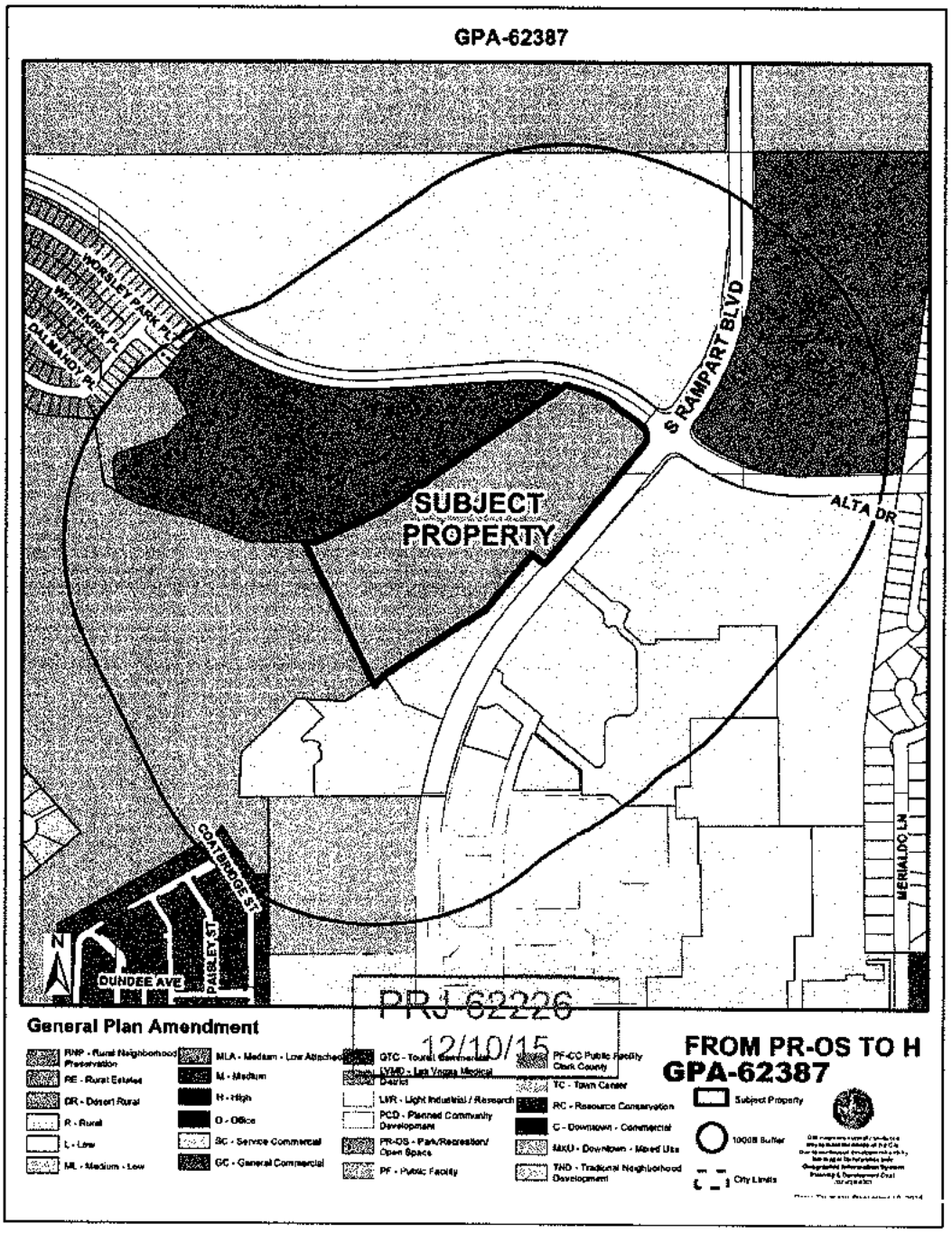
Revised 12/17/14

H:\50/15

CLV65-000449
0449

10482

GPA-62387




CLV65-000450
0450

10483

## DEPARTMENT OF PLANNING

### APPLICATION / PETITION FORM

Application/Petition For: CHANGE ZONE

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

Project Name ORCHESTRA VILLAGE Proposed Use

Assessor's Parcel #(s) Portion of 138-32-301-004 Ward # 2

General Plan: existing PROS proposed R Zoning: existing R-PD7 proposed R-4

Commercial Square Footage Floor Area Ratio

Gross Acres 17.49 Lots/Units 1 Density

Additional Information

PROPERTY OWNER Seventy Acres LLC Contact Frank Pankratz

Address 1215 South Fort Apache Road, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931

City Las Vegas State Nevada Zip 89117

E-mail Address Frank@ehbcompanies.com

APPLICANT Seventy Acres LLC Contact Frank Pankratz

Address 1215 South Fort Apache Road, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931

City Las Vegas State Nevada Zip 89117

E-mail Address Frank@ehbcompanies.com

REPRESENTATIVE GCW Engineering, Inc. Contact Cindie Gee

Address 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2266

City Las Vegas State Nevada Zip 89146

E-mail Address cgee@gcwengineering.com

I certify that the information and data provided on this application and its attachments to be true and correct to the best of my knowledge and belief. I understand that the City may rely on the information provided herein as accurate. False statements or incomplete applications may cause the application to be rejected. I further certify that I am the owner or authorized representative of the property involved in this application, or have been specifically authorized by the owner to make this submittal, as evidenced by the owner's signature below.

Property Owner Signature* [signature]

*(In addition to ownership, please attach a copy of the Grant, Bargain and Sale Deed, Corporate Papers, and Partnership Papers)

Print Name [illegible]

Subscribed and sworn before me

This 13 day of November, 20 15

[signature]

Notary Public in and for said County and State

LEEANN STEWART-SCHENCKE
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 28, 2019

Revised: 12/2/08

FOR DEPARTMENT USE ONLY

Case # ZON-62392

Meeting Date:

Total Fee:

Date Received:*

Received By:

The application will not be accepted unless and until all required materials are provided by the Department of Planning in accordance with applicable sections of the Zoning Ordinance.

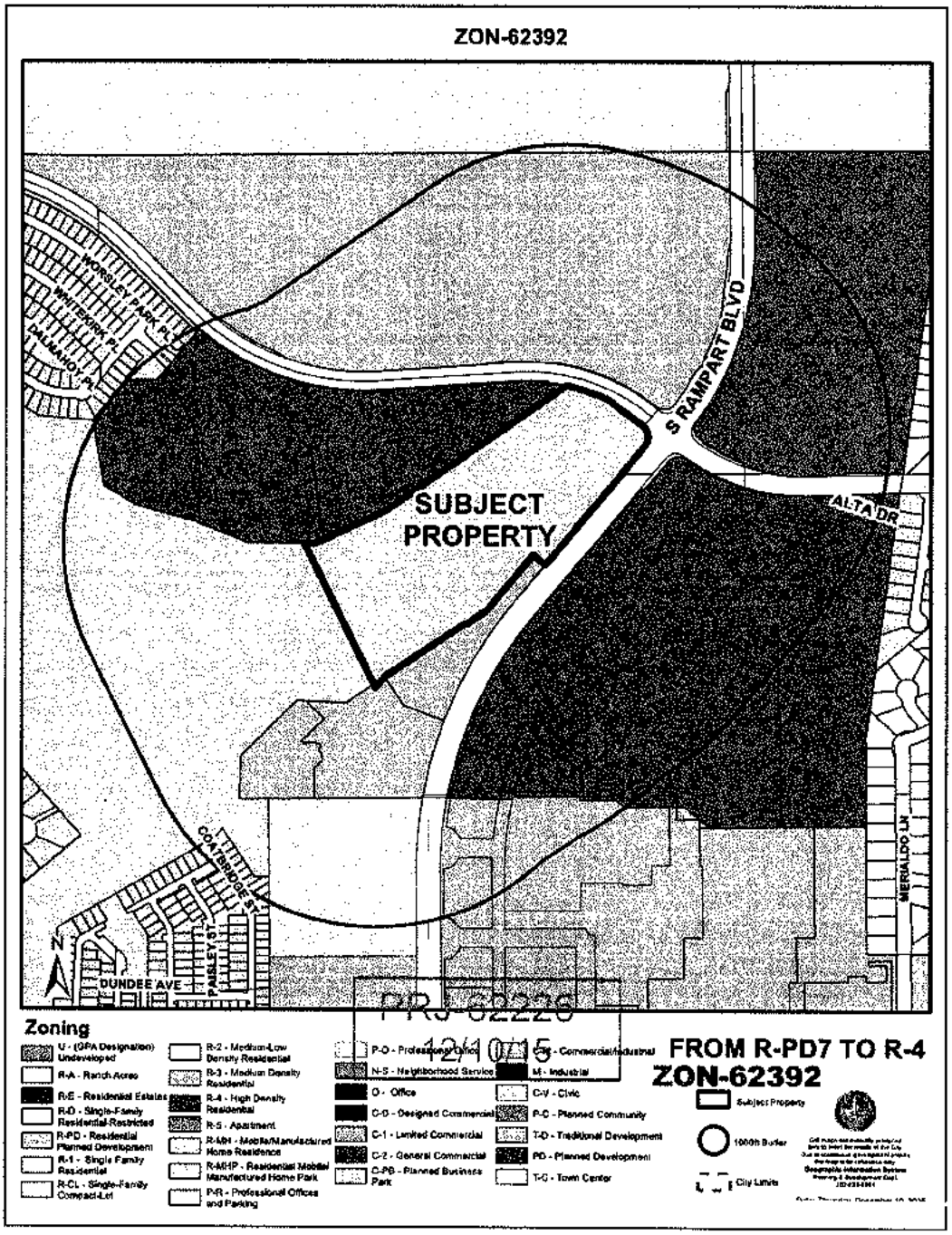
11/30/15

C:\Users\applicant\Desktop\Application Form.pdf

CLV65-000451

0451

10484




CLV65-000452
0452

10485

## DEPARTMENT OF PLANNING

### APPLICATION / PETITION FORM

Application/Petition For: SITE DEVELOPMENT REVIEW (SDR)

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

Project Name ORCHESTRA VILLAGE Proposed Use

Assessor's Parcel #(s) Portion of 138-32-301-004 Ward # 2

General Plan: existing PROS proposed H Zoning: existing R-PD7 proposed K-4

Commercial Square Footage Floor Area Ratio

Gross Acres 17.49 Lots/Units 1 Density

Additional Information

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

Address 1216 South Fort Apache Road, Suite 120 Phone: (702) 940-8000 Fax: (702) 940-8001

City Las Vegas State Nevada Zip 89117

E-mail Address Frank@ehbcompanies.com

**APPLICANT** Seventy Acres LLC Contact Frank Pankratz

Address 1216 South Fort Apache Road, Suite 120 Phone: (702) 940-8000 Fax: (702) 940-8001

City Las Vegas State Nevada Zip 89117

E-mail Address Frank@ehbcompanies.com

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

Address 1556 South Rainbow Phone: (702) 804-2187 Fax: (702) 804-2236

City Las Vegas State Nevada Zip 89146

E-mail Address cgee@gcwengineering.com

I certify that the signature of each property owner listed on this application form and attached to the list of signatures and addresses, to the best of my knowledge and belief, is the true and correct signature of the property owner of record or the applicant, or an authorized representative of the owner to sign this document, or a duly authorized agent. [illegible]

Property Owner Signature* [signature]

*Any authorized agent must file in writing for property owner. On File: Maps, Letters, Deeds, and Power of Attorney.

Print Name VICKIE DUNN

Subscribed and sworn before me

This 23 day of NOVEMBER, 20 15

Leeann Stewart-Schenke

Notary Public in and for said County and State

LEEANN STEWART-SCHENKE
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 28, 2018

Revised 10/2008

*FOR DEPARTMENT USE ONLY*

| | |
|---|---|
| Case # | SDR-62393 |
| Meeting Date: | |
| Total Fee: | |
| Date Received:* | |
| Received By: | |

*The application will not be deemed complete until the required [illegible] have been received. Incomplete applications will delay processing of the application.

Accepted Application Packet/Application Form

10/30/15

CLV65-000453

0453

**10486**

**SDR 62393**
**Seventy Acres, LLC**

## SWC Alta Drive and Rampart Boulevard

Proposed 720 unit multi-family residential development.

**Proposed Use**

| | | | | |
|---|---|---|---|---|
| Average Daily Traffic (ADT) | APARTMENT [DWELL] | 720 | 6.65 | 4,788 |
| AM Peak Hour | | | 0.51 | 367 |
| PM Peak Hour | | | 0.62 | 446 |

**Existing traffic on all nearby streets:**

| **Alta Drive** | |
|---|---|
| Average Daily Traffic (ADT) | 13,388 |
| PM Peak Hour (heaviest 60 minutes) | 1,071 |

| **Rampart Boulevard** | |
|---|---|
| Average Daily Traffic (ADT) | 45,325 |
| PM Peak Hour (heaviest 60 minutes) | 3,626 |

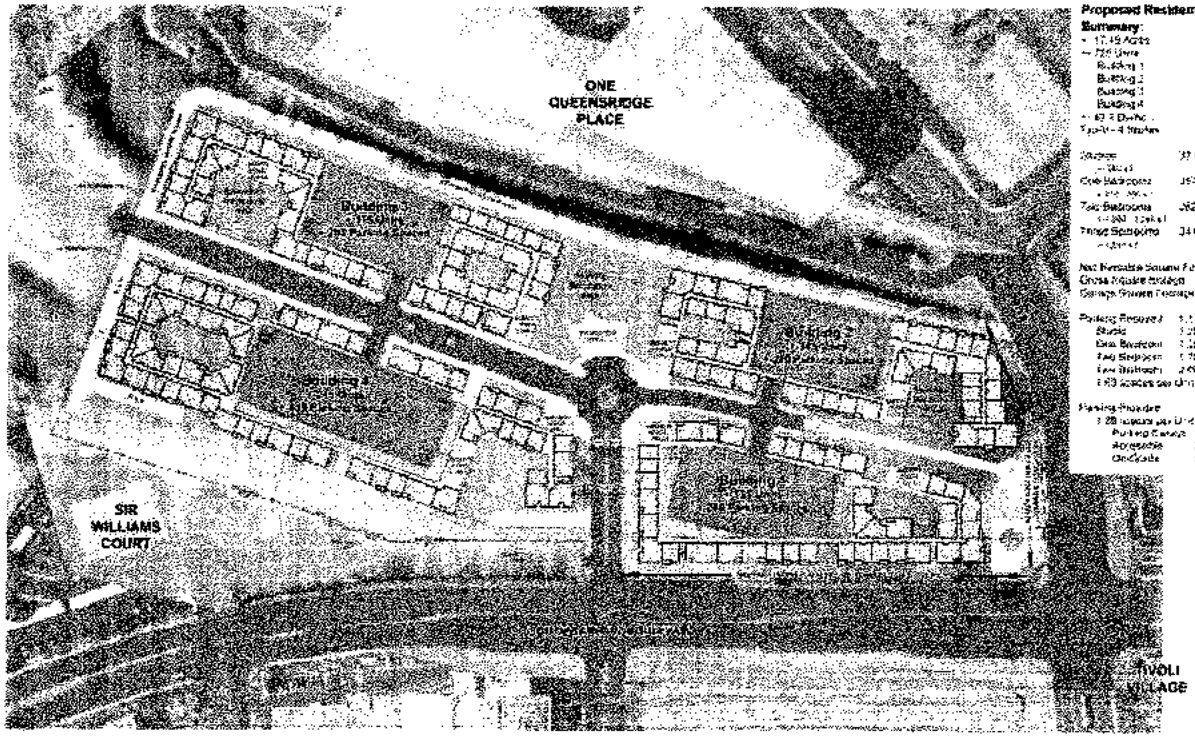
**Traffic Capacity of adjacent streets:**

| | Adjacent Street ADT Capacity |
|---|---|
| Alta Drive | 34,500 |
| Rampart Boulevard | 51,800 |

This project will add approximately 4,788 trips per day on Alta Dr. and Rampart Blvd. Alta is currently at about 39 percent of capacity and Rampart is at about 88 percent of capacity. After this project, Alta is expected to be at about 53 percent of capacity and Rampart to be at about 97 percent of capacity.

Based on Peak Hour use, this development will add into the area roughly 446 additional cars, or about fifteen every two minutes.

Note that this report assumes all traffic from this development uses all named streets.




**Proposed Residential**

**Summary:**

ARCHITECTURAL SITE PLAN

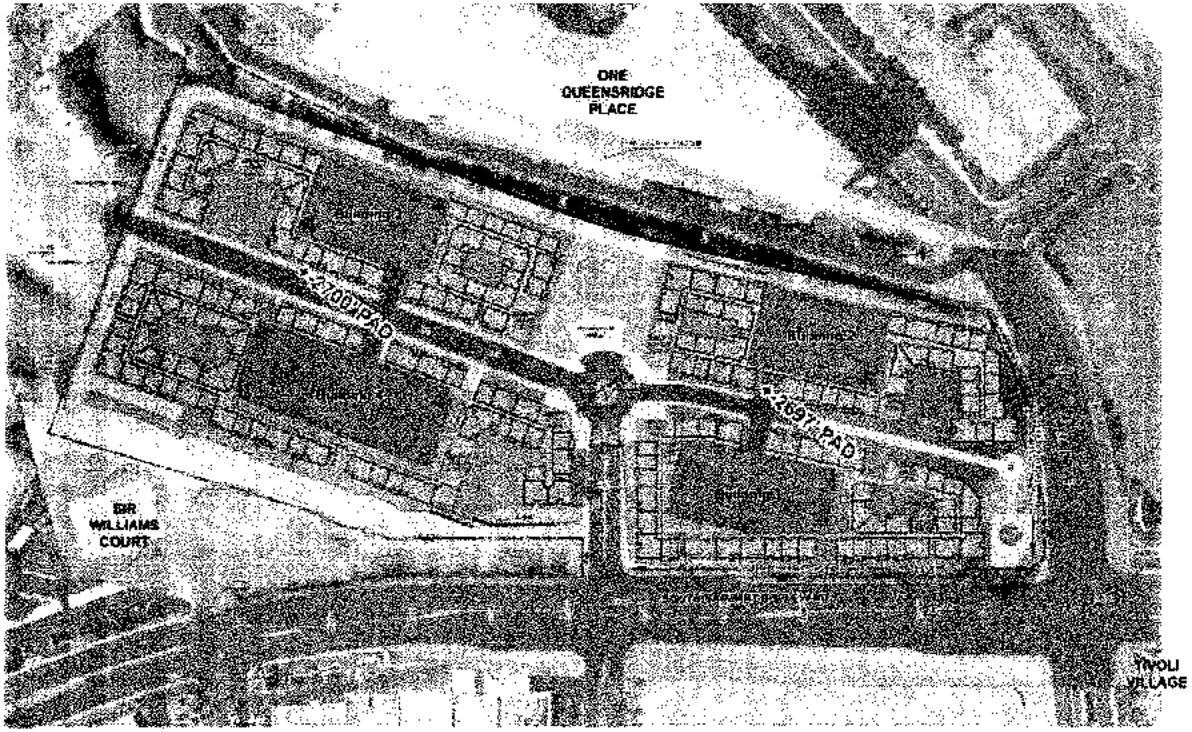
MVE SEVENTY ACRES LLC

Rampart & Alta Condominiums

LAS VEGAS, NEVADA

A-2

**GPA-62387, ZON-62392 and SDR-62393 - REVISED**

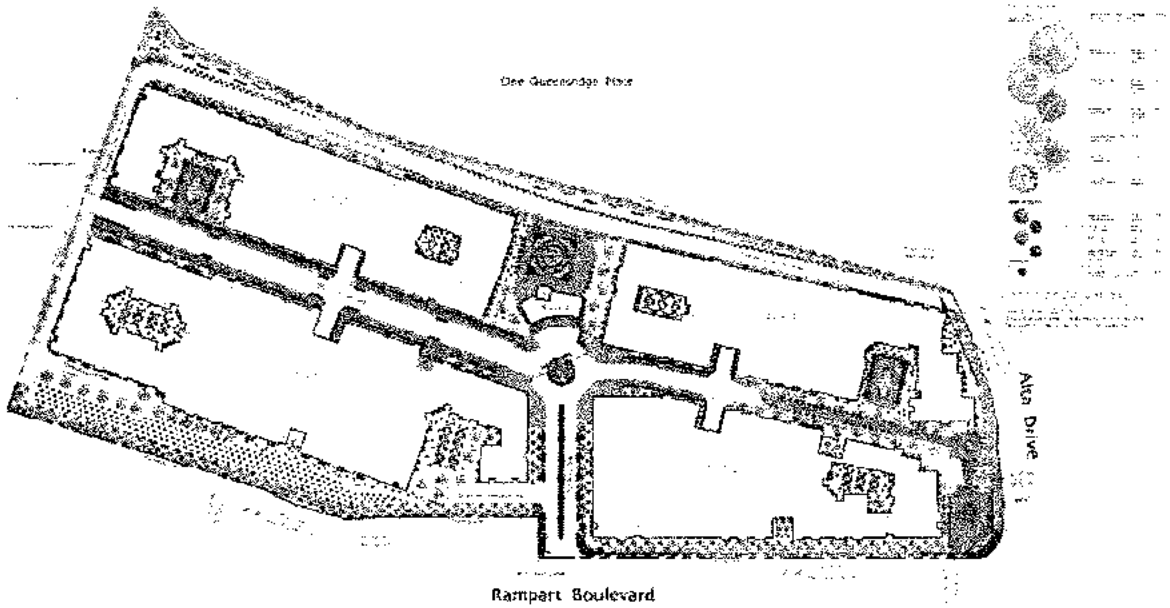



MVE SEVENTY ACRES LLC

Rampart & Alta Condominiums
LAS VEGAS, NEVADA

A-3

**GPA-62387, ZON-62392 and SDR-62393 - REVISED**




JCA

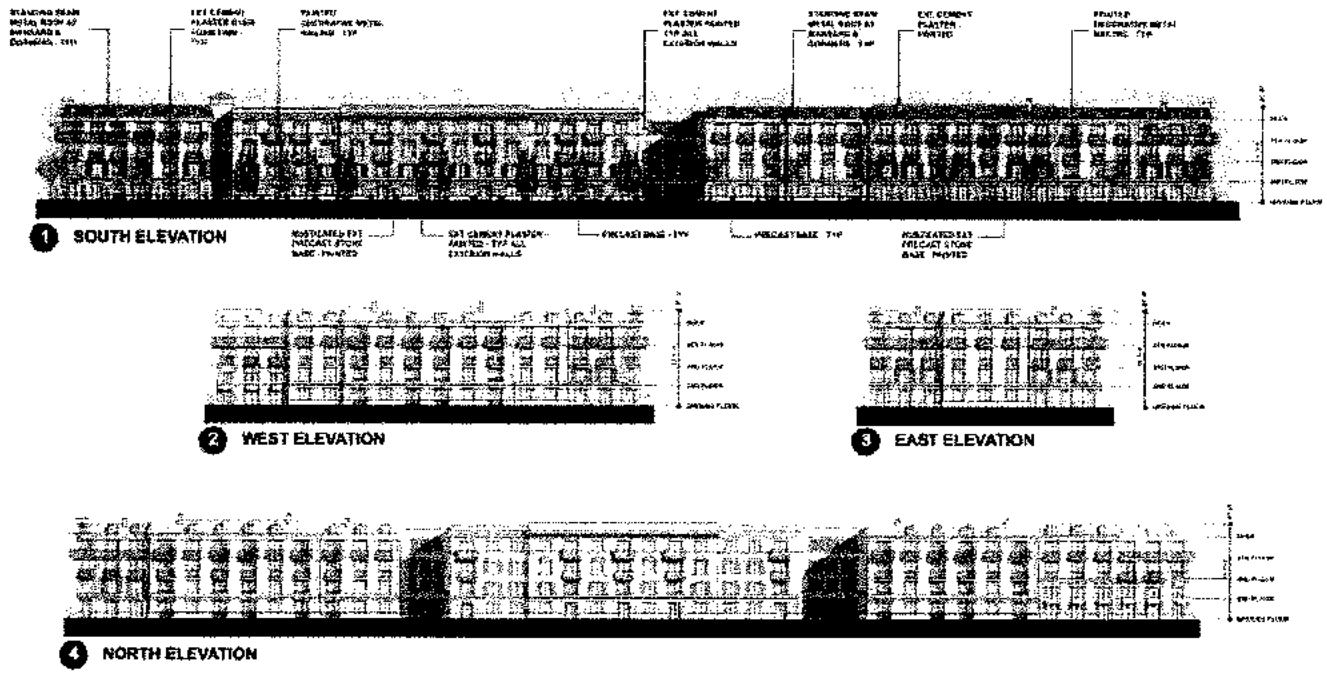
SEVENTY ACRES LLC

Rampart & Alta Condominiums

LAS VEGAS, NEVADA

**GPA-62387, ZON-62392 and SDR-62393 - REVISED**

L-1



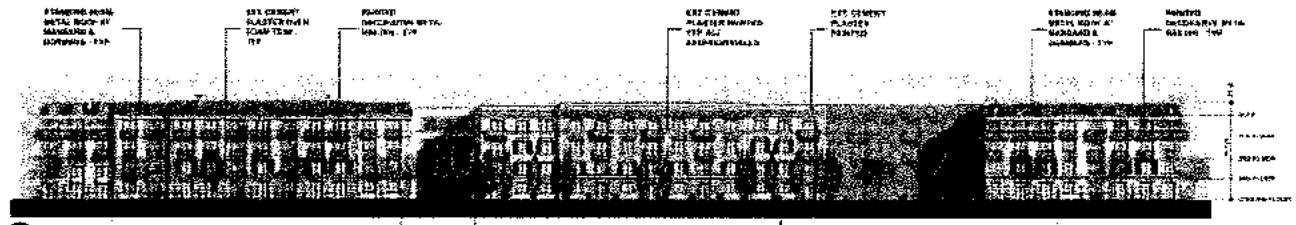

MVE SEVENTY ACRES LLC

Rampart & Alta Condominiums

LAS VEGAS, NEVADA

A-4

**GPA-62387, ZON-62392 and SDR-62393**



5 SOUTH ELEVATION

6 EAST ELEVATION

7 WEST ELEVATION

8 NORTH ELEVATION

MVE SEVENTY ACRES LLC

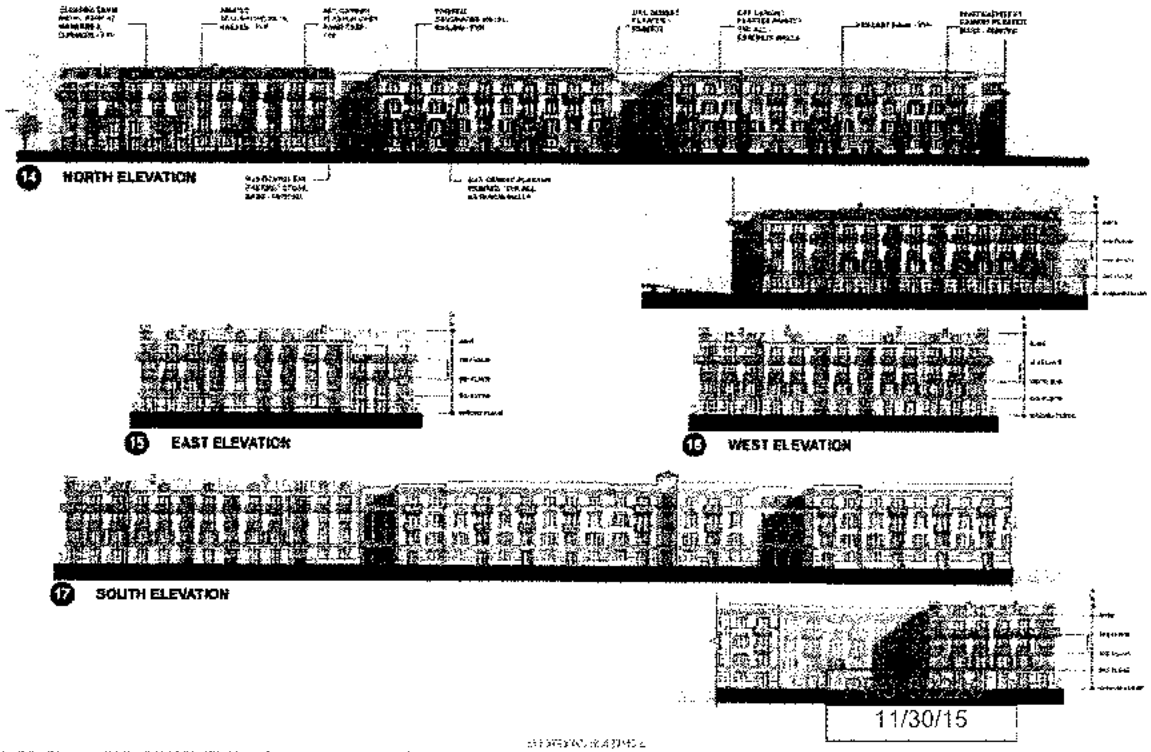
Rampart & Alta Condominiums

LAS VEGAS, NEVADA

**GPA-62387, ZON-62392 and SDR-62393**

A-5

NOVEMBER 24, 2015



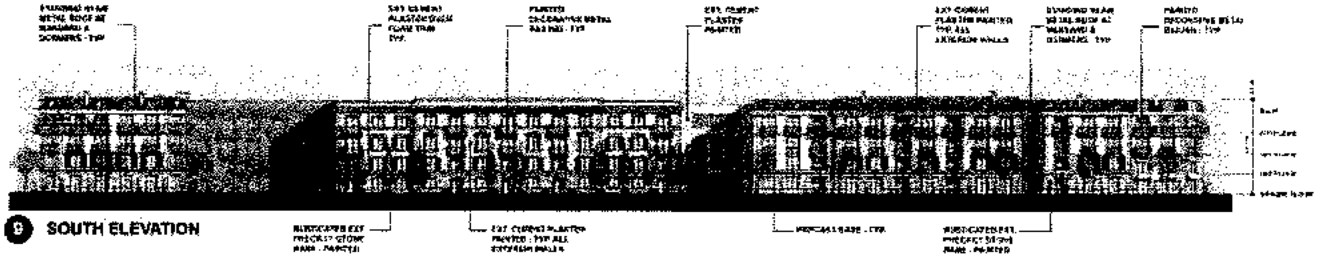

MVE SEVENTY ACRES LLC

Rampart & Alta Condominiums

LAS VEGAS, NEVADA

A-7

**GPA-62387, ZON-62392 and SDR-62393**



9 SOUTH ELEVATION

10 EAST ELEVATION

11 WEST ELEVATION

12 NORTH ELEVATION

13 LEASING - SOUTH ELEVATION

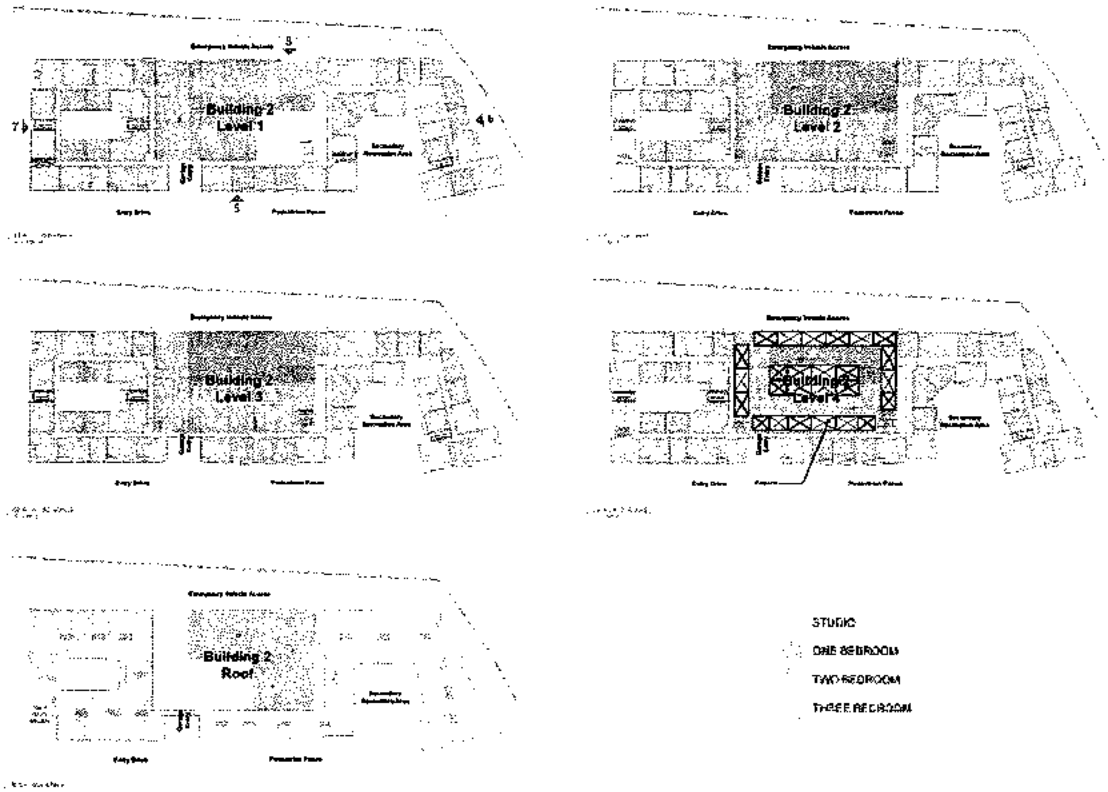
MVE SEVENTY ACRES LLC

Rampart & Alta Condominiums

LAS VEGAS, NEVADA

**GPA-62387, ZON-62392 and SDR-62393**

A-6




MVE SEVENTY ACRES LLC

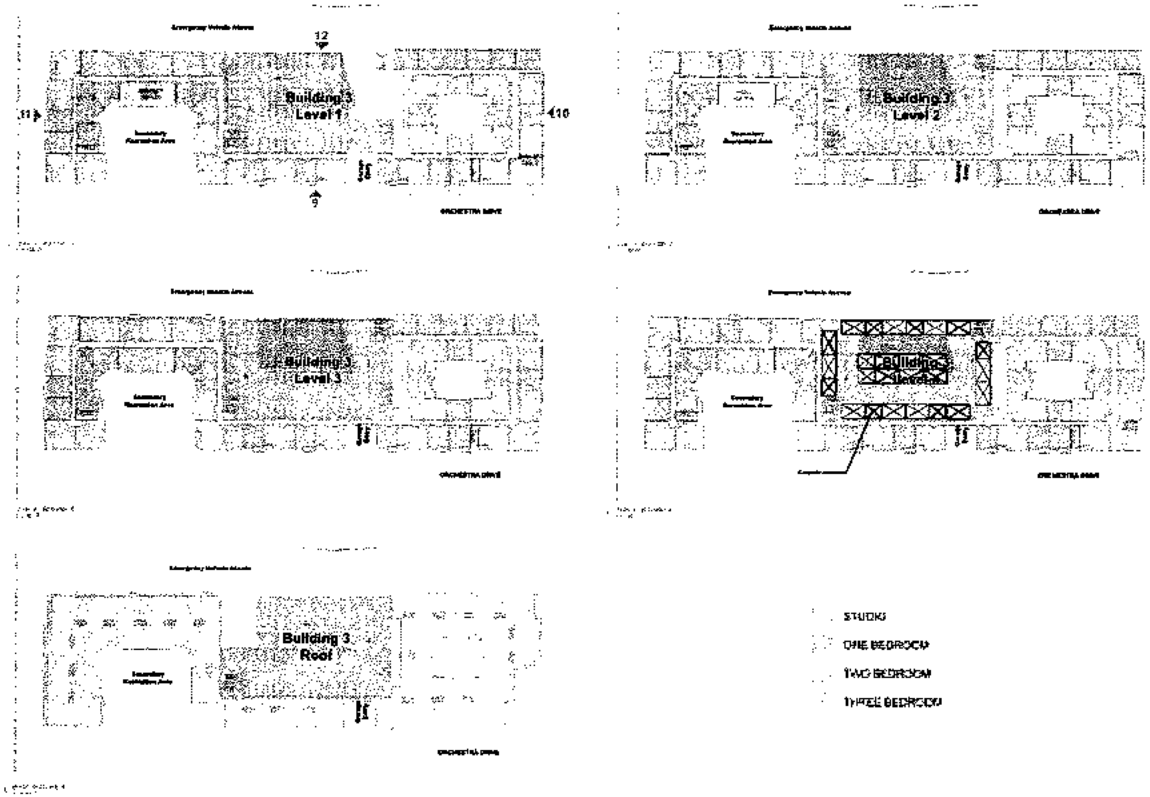
Rampart & Alta Condominiums

LAS VEGAS, NEVADA

**GPA-62387, ZON-62392 and SDR-62393**

NOVEMBER 24, 2015

A-9



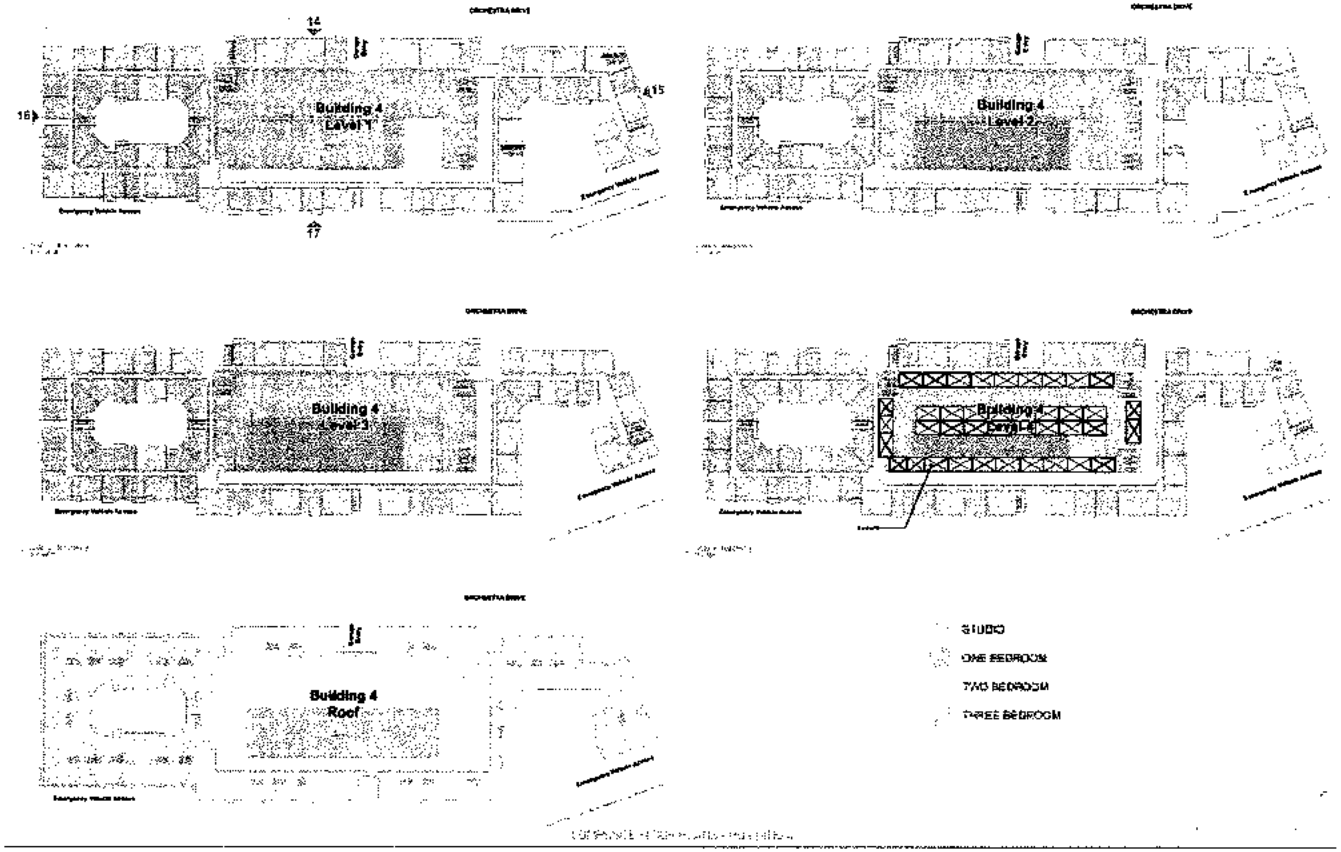

MVE SEVENTY ACRES LLC

Rampart & Alta Condominiums
LAS VEGAS, NEVADA

**GPA-62387, ZON-62392 and SDR-62393**

NOVEMBER 24, 2015

A-10



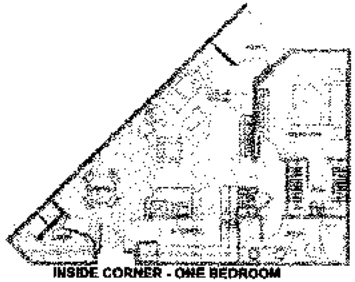

MVE SEVENTY ACRES LLC

Rampart & Alta Condominiums
LAS VEGAS, NEVADA

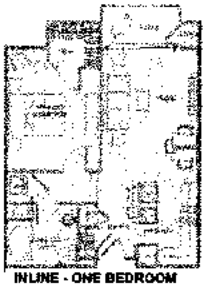
**GPA-62387, ZON-62392 and SDR-62393**

NOVEMBER 24, 2015

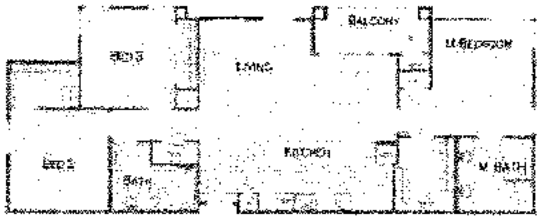
A-11



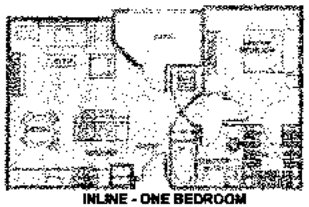
INSIDE CORNER - ONE BEDROOM



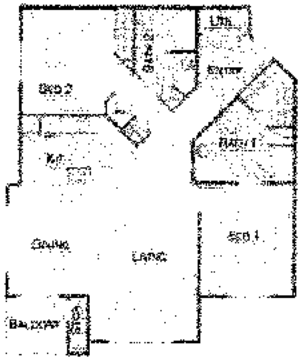
INLINE - ONE BEDROOM



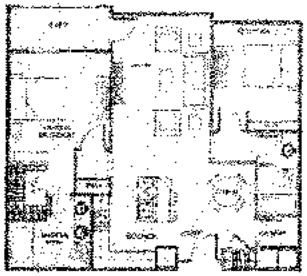
OUTSIDE CORNER - THREE BEDROOM



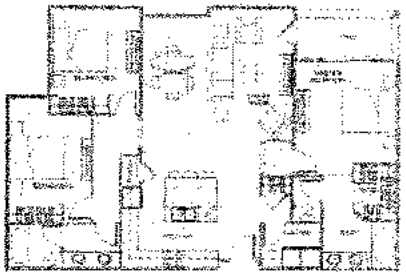
INLINE - ONE BEDROOM



OUTSIDE CORNER - TWO BEDROOM



INLINE - TWO BEDROOM



INLINE - THREE BEDROOM

MVE SEVENTY ACRES LLC

Rampart & Alta Condominiums

LAS VEGAS, NEVADA

NOVEMBER 24, 2015

A-12

**GPA-62387, ZON-62392 and SDR-62393**

*Real Property Management*
*4190 McLeod Drive, 2nd Floor*
*Las Vegas, NV 89121*

# School Development Tracking Form

http://ccsd.net/departments/real-property

**Date Filed** 12/28/2015 **Application Number** PRJ 62226 **Entity** LV

**Company Name** Seventy Acres, LLC

**Contact Name**

**Contact Mailing Address**

**City** **State** **Zip Code**

**Phone** **Mobile** **Fax** **Email**

**Project Name** Orchestra Village

**Project Description** Rampart & Charleston

**APN's** 138-32-301-005, 006

| Student Yield | | Elementary School | | Middle School | | High School | |
|---|---|---|---|---|---|---|---|
| Single-Family Units (1) | | x 0.196 = | 0 | x 0.101 = | 0 | x 0.137 = | 0 |
| Multi-Family Units (2) | 720 | x 0.140 = | 97 | x 0.058 = | 40 | x 0.064 = | 45 |
| Resort Condo Units (3) | | | | | | | |
| Total | | | 97 | | 40 | | 45 |

(1) *Single Family unit is defined as single family detached home, mobile home, and town homes.*
(2) *Multi-Family unit is defined as apartment, multiplexes, and condominiums.*
(3) *Resort Condominium units for tracking purposes only.*

** To be completed by CCSD*

| Schools Serving the Area* | | | | | |
|---|---|---|---|---|---|
| Name | Address | Grade | Capacity | Enrollment | Site Date |
| Bonner ES | 765 Crestdale Lane | K-5 | 584 | 856 | 12/01/15 |
| Rogich MS | 235 N. Pavilion Center Dr | 6-8 | 1664 | 1772 | 12/01/15 |
| Palo Verde HS | 333 S. Pavilion Center Dr | 9-12 | 2944 | 3076 | 12/01/15 |
| | | | | | |
| | | | | | |
| | | | | | |

*** CCSD Comments** Bonner Es, Rogich MS and Palo Verde HS are over capacity for the 2015-16 school year. Bonner ES is at 151.03% Enrollment plus State Excluded Enrollment Percent of Program Capacity. Rogich MS is at 106.58% Enrollment plus State Excluded Enrollment Percent of Program Capacity. Palo Verde is at 104.59% Enrollment plus State Excluded Enrollment Percent of Program Capacity.

☐ Approved ☐ Disapproved

**GPA-62387, ZON-62392 and SDR-62393**

# EXHIBIT "AA"

City of Las Vegas

**AGENDA MEMO - PLANNING**

**PLANNING COMMISSION MEETING DATE: JANUARY 12, 2016**
**DEPARTMENT: PLANNING**
**ITEM DESCRIPTION: APPLICANT/OWNER: SEVENTY ACRES, LLC**

** STAFF RECOMMENDATION(S) **

| CASE NUMBER | RECOMMENDATION | REQUIRED FOR APPROVAL |
|---|---|---|
| GPA-62387 | Staff recommends NO RECOMMENDATION. | |
| ZON-62392 | Staff recommends NO RECOMMENDATION. | GPA-62387 |
| SDR-62393 | Staff recommends NO RECOMMENDATION, subject to conditions: | GPA-62387<br>ZON-62392 |

** CONDITIONS **

# SDR-62393 CONDITIONS

***Planning***

1. Approval of a General Plan Amendment (GPA-62387) and Rezoning (ZON-62392) shall be required, if approved.

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

3. All development shall be in conformance with the site plan and landscape plan, date stamped 12/21/15 and building elevations and floor plans, date stamped 11/30/15, except as amended by conditions herein.

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

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

6. The minimum distance between buildings shall be at least 30 feet.

SS

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall include the following changes from the conceptual landscape plan:
   A. Provide at least three additional 36-inch box shade trees (Pinus pinea) within the provided landscape buffer area along the south perimeter of the site, for a total of 29 trees.
   B. Provide at least four, five-gallon shrubs per required tree in perimeter landscape buffers.

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

9. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

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

***Public Works***

11. Correct all Americans with Disabilities Act (ADA) deficiencies on the sidewalk ramps accessing this site on Alta Drive and Rampart Boulevard in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

12. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

13. Landscape and maintain all unimproved rights-of-way on Alta Drive and Rampart Boulevard adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

SS

14. Submit an Encroachment Agreement for landscaping and private improvements in the Alta Drive and Rampart Boulevard public rights of way prior to this issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the Encroachment Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's Encroachment Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the applicant and any successors in interest to the property and assigns pursuant to the terms of the Encroachment Agreement. Coordinate all requirements for the Encroachment Agreement with the Land Development Section of the Department of Building and Safety (702-229-4836).

15. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

16. Prior to issuance of grading permits, replace the existing $75,000 flood maintenance bond with a $250,000 flood maintenance bond for the existing public drainage channel that is privately maintained for the Badlands Golf Course area.

17. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. We note that this site is within a Federal Emergency Management Agency (FEMA) designated flood zone and that no permits of any kind will be issued until after the Conditional Letter of Map Revision (CLOMR) is approved by FEMA.

SS

** STAFF REPORT **

## PROJECT DESCRIPTION

The site, which is located at the corner of two major thoroughfares, contains the northeastern portion of an existing 27-hole golf course. The applicant is proposing to redevelop a 17.49-acre portion of the golf course into a multi-family condominium community containing four, four-story buildings. The current land use designation of PR-OS (Parks/Recreation/Open Space) does not allow for multi-family residential uses; therefore, the applicant is also requesting a General Plan Amendment. Accompanying the General Plan Amendment is a request to rezone the property to increase the allowable residential density, as it is currently zoned for a maximum of 7.49 dwelling units per acre.

A maximum of 720 residential units are proposed, composed of a mix of studio, one, two and three-bedroom units. The buildings are configured so that the residential units are wrapped around multilevel parking structures that will not be visible from public rights-of-way. Access to the site is provided from Rampart Boulevard, with emergency access to Alta Drive. The site features a 5,000 square-foot common recreation building and outdoor pool area, along with secondary open recreation areas located near Buildings 2 and 3. The property slopes down from the north and east, so that the proposed buildings would have little impact on views. The architectural design of the buildings is comparable to and compatible with the Parisian style of the adjacent Queensridge Towers condominium development.

The site is part of the Peccole Ranch Master Plan. The appropriate avenue for considering any amendment to the Peccole Ranch Master Plan is through the Major Modification process as outlined in Title 19.10.040. As this request has not been submitted, staff recommends that the General Plan Amendment, Rezoning and Site Development Plan Review requests be held in abeyance has no recommendation on these items at this time.

## ISSUES

- The proposed development requires a Major Modification of the Peccole Ranch Master Plan, specifically the Phase Two area as established by Z-0017-90. As such, staff is recommending that these items be held in abeyance.
- A General Plan Amendment is proposed from PR-OS (Parks/Recreation/Open Space) to H (High Density Residential) on the site, which allows for residential densities of greater than or equal to 25.5 dwelling units per acre.
- A Rezoning is proposed from R-PD7 (Residential Planned Development – 7 Units per Acre) to R-4 (High Density Residential) on the site, which allows for multi-family dwellings without density limitations. However, density will be limited by the 55-foot height limitation and other development standards imposed by this zoning district.

SS

- The site is at a significantly lower grade than the existing adjacent One Queensridge Place condominium development to the north. The lower elevation of the proposed buildings will lessen the impact to that development and would meet the 3:1 proximity slope from existing single-family residences to the west.

**BACKGROUND INFORMATION**

| ***Related Relevant City Actions by P&D, Fire, Bldg., etc.*** | |
|---|---|
| 12/17/80 | The Board of City Commissioners approved the Annexation (A-0018-80) of 2.243 acres bounded by Sahara Avenue on the south, Hualapai Way on the west, Ducharme Avenue on the north and Durango Drive on the east. The annexation became effective on 12/26/80. |
| 05/20/81 | The Board of City Commissioners approved a Rezoning (Z-0034-81) from N-U (Non-Urban) to R-1 (Single Family Residence), R-2 (Two Family Residence), R-3 (Limited Multiple Residence), R-MHP (Residential Mobile Home Park), R-PD7 (Residential Planned Development), R-PD8 (Residential Planned Development), P-R (Professional Offices and Parking), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) generally located north of Sahara Avenue, south of Westcliff Drive and extending two miles west of Durango Drive. The Planning Commission and staff recommended approval. This application included a "generalized land use plan." |
| 05/07/86 | The City Council approved the Master Development Plan for Venetian Foothills on 1,923 acres generally located north of Sahara Avenue between Durango Drive and Hualapai Way. The Planning Commission and staff recommended approval. This plan included two 18-hole golf courses and a 106-acre regional shopping center. [Venetian Foothills Master Development Plan] |
| | The City Council approved a Rezoning (Z-0030-86) to reclassify property from N-U (Non-Urban) (under Resolution of Intent) to R-PD4 (Residential Planned Development), P-R (Professional Offices and Parking), C-1 (Limited Commercial), and C-V (Civic) on 585.00 acres generally located north of Sahara Avenue between Durango Drive and Hualapai Way. The Planning Commission and staff recommended approval. [Venetian Foothills Phase One] |
| 02/15/89 | The City Council considered and approved a revised master development plan for the subject site and renamed it Peccole Ranch to encumber 1,716.30 acres. Phase I of the Plan is generally located south of Charleston Boulevard, west of Fort Apache Road. Phase II of the Plan is generally located north of Charleston Boulevard, west of Durango Drive, and south of Charleston Boulevard, east of Hualapai Way. The Planning Commission and staff recommended approval. A condition of approval limited the maximum number of dwelling units in Phase One to 3,150. The Phase One portion of the plan on 448.80 acres was subsequently rezoned (Z-0139-88). [Peccole Ranch Master Development Plan] |

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| ***Related Relevant City Actions by P&D, Fire, Bldg., etc.*** | |
|---|---|
| 04/04/90 | The City Council approved an amendment to the Peccole Ranch Master Development Plan to make changes related to Phase Two of the Plan and to reduce the overall acreage to 1,569.60 acres. Approximately 212 acres of land in Phase Two was planned for a golf course. The Planning Commission and staff recommended approval. [Peccole Ranch Master Development Plan] |
| | The City Council approved a Rezoning (Z-0017-90) from N-U (Non-Urban) (under Resolution of Intent to multiple zoning districts) to R-3 (Limited Multiple Residence), R-PD7 (Residential Planned Development – 7 Units per Acre) and C-1 (Limited Commercial) on 996.40 acres on the east side of Hualapai Way, west of Durango Drive, between the south boundary of Angel Park and Sahara Avenue. A condition of approval limited the maximum number of dwelling units for Phase Two of the Peccole Ranch Master Development Plan to 4,247 units. The Planning Commission and staff recommended approval. [Peccole Ranch Phase Two] |
| 12/05/96 | A (Parent) Final Map (FM-0008-96) for a 16-lot subdivision (Peccole West) on 570.47 acres at the northeast corner of Charleston Boulevard and Hualapai Way was recorded [Book 77 Page 23 of Plats]. The golf course was located on Lot 5 of this map. |
| 03/30/98 | A Final Map [FM-0190-96] for a four-lot subdivision (Peccole West Lot 10) on 184.01 acres at the southeast corner of Alta Drive and Hualapai Way was recorded [Book 83 Page 61 of Plats]. |
| 03/30/98 | A Final Map [FM-0008-96(1)] to amend portions of Lots 5 and 10 of the Peccole West Subdivision Map on 368.81 acres at the northeast corner of Charleston Boulevard and Hualapai Way was recorded [Book 83 Page 57 of Plats]. |
| 07/07/04 | The City Council approved a Rezoning (ZON-4205) from R-PD7 (Residential Planned Development – 7 Units per Acre) and U (Undeveloped) [M (Medium Density Residential) General Plan Designation] to PD (Planned Development) on 20.10 acres on the south side of Alta Drive, approximately 450 feet west of Rampart Boulevard. The request included the Queensridge Towers Master Development Plan and Design Standards. The Planning Commission and staff recommended approval. |
| 07/07/04 | The City Council approved a Variance (VAR-4207) to allow a side yard setback of 239 feet where residential adjacency standards require 570 feet on 20.10 acres on the south side of Alta Drive, approximately 450 feet west of Rampart Boulevard. |
| | The City Council approved a Site Development Plan Review (SDR-4206) for a 385-unit condominium complex, consisting of two 16-story and two 18-story towers with ancillary uses, clubhouse, and a 17,400 square foot, single-story office building on 20.10 acres on the south side of Alta Drive, approximately 450 feet west of Rampart Boulevard. |

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| ***Related Relevant City Actions by P&D, Fire, Bldg., etc.*** | |
|---|---|
| 01/12/06 | The Planning Commission accepted the applicant's request to Withdraw Without Prejudice its application for a General Plan Amendment (GPA-9069) from PR-OS (Parks/Recreation/Open Space) to MLA (Medium Low Attached Density Residential) on 6.10 acres at the southwest corner of Alta Drive and Rampart Boulevard. |
| | The Planning Commission accepted the applicant's request to Withdraw Without Prejudice its application for a Rezoning (ZON-9006) from R-PD7 (Residential Planned Development – 7 Units per Acre) to R-PD7 (Residential Planned Development – 7 Units per Acre) on 5.40 acres at the southwest corner of Alta Drive and Rampart Boulevard. |
| | The Planning Commission accepted the applicant's request to Withdraw Without Prejudice its application for a Site Development Plan Review (SDR-8632) for a proposed 24-unit townhome development on 6.10 acres at the southwest corner of Alta Drive and Rampart Boulevard. |
| 08/06/14 | The City Council approved a Major Modification (MOD-53701) of the Queensridge Towers Development Standards dated May 20, 2004 to amend development standards regarding land use, building setbacks and stepbacks, building height and parking on 20.10 acres on the south side of Alta Drive, approximately 410 feet west of Rampart Boulevard. |
| | The City Council approved a Variance (VAR-53502) to allow a 582-foot building setback where residential adjacency standards require an 810-foot setback for a proposed 22-story residential tower on a 7.87-acre portion of a 10.53-acre parcel at 9119 Alta Drive. |
| | The City Council approved a Major Amendment (SDR-53503) of an approved Site Development Plan Review (SDR-4206) for a proposed 22-story, 310-foot tall, 166-unit multi-family building and a single-story, 33-foot tall, 17,400 square-foot office building on a 7.87-acre portion of a 10.53-acre parcel at 9119 Alta Drive. |
| 06/18/15 | A four-lot Parcel Map (PMP-59572) on 250.92 acres at the southwest corner of Rampart Boulevard and Alta Drive was recorded [Book 120 Page 49 of Parcel Maps]. |
| 11/30/15 | A two-lot Parcel Map (PMP-62257) on 70.52 acres at the southwest corner of Rampart Boulevard and Alta Drive was recorded [Book 120 Page 91 of Parcel Maps]. |

| ***Most Recent Change of Ownership*** | |
|---|---|
| 11/16/15 | A deed was recorded for a change in ownership. |

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

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| ***Pre-Application Meeting*** |
|---|
| Multiple meetings were held with the applicant to discuss the proposed development and its impacts, and the timelines and requirements for application submittal. |

| ***Neighborhood Meeting*** | |
|---|---|
| 12/15/15 | A neighborhood meeting was held at the Badlands Club House, 9119 Alta Drive, Las Vegas at 6:00 p.m. There were approximately170 members of the public, six members of the development team, one Department of Planning staff member and one City Councilperson in attendance.<br><br>A set of display boards were set up for area neighbors to learn about the project. The boards contained the current views of the neighborhood and the proposed plans for redevelopment of the golf course. The developer gave a brief introduction and described the project, inviting neighbors to visit each display station. Members of the development team stood next to the displays to answer any questions.<br><br>Questions and concerns from the neighbors and answers by the Development Team included the following:<br>• Will rezoning this parcel cause the other golf course parcels to also be rezoned? No, this is just for the 17 acres.<br>• Will these be apartments or condominiums? These would be mapped condominiums that will be rented out for at least six years.<br>• Much higher density than the surrounding area<br>• Traffic on already congested perimeter streets<br>• Devaluing neighboring property<br>• Taking property out of master plan and rezoning for higher density is not legal<br>• Possibility of developer not being able to finance the project and then selling to another developer, who could develop to an even higher density<br>• Master plan designates this property as R-PD7. How could it now be rezoned for unlimited density?<br><br>An informal vote to gauge support was taken by one neighbor. Nearly all in attendance were opposed to the proposal. |

| ***Field Check*** | |
|---|---|
| 12/03/15 | The site contains an existing golf course in operating condition. The land slopes downward from Rampart Boulevard and Alta Drive and has ample landscaping around the perimeter. |

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| ***Details of Application Request*** | |
|---|---|
| ***Site Area*** | |
| Net Acres | 17.49 |

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

| ***Master Plan Areas*** | ***Compliance*** |
|---|---|
| Peccole Ranch | N |
| ***Special Purpose and Overlay Districts*** | ***Compliance*** |
| No Applicable Special Purpose or Overlay Districts | N/A |
| ***Other Plans or Special Requirements*** | ***Compliance*** |
| Trails (Rampart Pedestrian Path) | Y |
| Las Vegas Redevelopment Plan Area | N/A |
| Project of Significant Impact (Development Impact Notification Assessment) | N/A |
| Project of Regional Significance | N/A |

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**DEVELOPMENT STANDARDS**

***Pursuant to Title 19.06, the following standards apply:***

| ***Standard*** | ***Required/Allowed*** | ***Provided*** | ***Compliance*** |
|---|---|---|---|
| Min. Lot Size | 7,000 SF | 761,864 SF | Y |
| Min. Lot Width | N/A | 405 Feet | N/A |
| Min. Setbacks | | | |
| • Front | 10 Feet | 15 Feet | Y |
| • Side | 5 Feet | 33 Feet | Y |
| • Corner | 5 Feet | 15 Feet | Y |
| • Rear | 20 Feet | 35 Feet | Y |
| Min. Distance Between Buildings | Unlimited | 38 Feet | Y |
| Max. Building Height | 55 Feet | 4 stories/47 Feet | Y |
| Max. Density | Limited by height | 41.2 du/ac | N/A |
| Trash Enclosure | Screened, Gated, w/ a Roof or Trellis | Screened, Gated, w/ a Roof or Trellis | Y |
| Mech. Equipment | Screened | Screened | Y |

| ***Existing Zoning*** | ***Permitted Density*** | ***Units Allowed*** |
|---|---|---|
| R-PD7 (Residential Planned Development – 7 Units per Acre) | 7 du/ac | 131 |
| ***Proposed Zoning*** | ***Permitted Density*** | ***Units Allowed*** |
| R-4 (High Density Residential) | Unlimited, except by height | Unlimited |

| ***General Plan*** | ***Permitted Density*** | ***Units Allowed*** |
|---|---|---|
| PR-OS (Park/Recreation/Open Space) | N/A | N/A |
| ***Proposed General Plan*** | ***Permitted Density*** | ***Units Allowed*** |
| H (High Density Residential) | Unlimited | Unlimited |

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***Pursuant to Title 19.06 and 19.08, the following standards apply:***
***(NOTE: NORTH refers to the buffer abutting Alta Drive; EAST refers to the buffer abutting Rampart Drive)***

| ***Landscaping and Open Space Standards*** | | | | |
|---|---|---|---|---|
| ***Standards*** | ***Required*** | | ***Provided*** | ***Compliance*** |
| | ***Ratio*** | ***Trees*** | | |
| Buffer Trees: | | | | |
| • North | 1 Tree / 20 Linear Feet | 16 Trees | 19 Trees | Y |
| • South | 1 Tree / 20 Linear Feet | 29 Trees | 26 Trees | N |
| • East | 1 Tree / 20 Linear Feet | 65 Trees | 71 Trees | Y |
| • West | 1 Tree / 20 Linear Feet | 61 Trees | 76 Trees | Y |
| **TOTAL PERIMETER TREES** | | **171 Trees** | **192 Trees** | **Y** |
| Parking Area Trees | 1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces | 10 Trees | 41 Trees | Y |
| **LANDSCAPE BUFFER WIDTHS** | | | | |
| Min. Zone Width | | | | |
| • North | 10 Feet | | 15 Feet | Y |
| • South | 6 Feet | | 6 Feet | Y |
| • East | 10 Feet | | 15 Feet | Y |
| • West | 6 Feet | | 6 Feet | Y |
| Wall Height | 6 to 8 Feet Adjacent to Residential | | Existing wall along west PL | Y |

| ***Street Name*** | ***Functional Classification of Street(s)*** | ***Governing Document*** | ***Actual Street Width (Feet)*** | ***Compliance with Street Section*** |
|---|---|---|---|---|
| Rampart Boulevard | Primary Arterial | Master Plan of Streets and Highways Map | 100 | Y |
| Alta Drive | Major Collector | Master Plan of Streets and Highways Map | 84 | Y |

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

| ***Parking Requirement*** | | | | | | | |
|---|---|---|---|---|---|---|---|
| ***Use*** | ***Gross Floor Area or Number of Units*** | ***Required*** | | | ***Provided*** | | ***Compliance*** |
| | | ***Parking Ratio*** | *Parking* | | *Parking* | | |
| | | | Regular | Handi-capped | Regular | Handi-capped | |
| Multi-Family Residential (Studio/1 BR) | 424 | 1.25 spaces per unit | 530 | | | | |
| Multi-Family Residential (2 BR) | 262 | 1.75 spaces per unit | 459 | | | | |
| Multi-Family Residential (3BR) | 34 | 2 spaces per unit | 68 | | | | |
| Guest Spaces | 720 | 1 space per 6 units | 120 | | | | |
| **TOTAL SPACES REQUIRED** | | | 1177 | | 1323 | | Y |
| **Regular and Handicap Spaces Required** | | | 1153 | 24 | 1296 | 27 | Y |

**ANALYSIS**

The site is located within Phase II of the Peccole Ranch Master Plan area. Alta Drive and Rampart Boulevard form the perimeter by which the property can be accessed by vehicle. Rampart Boulevard is also designated as a Pedestrian Path in accordance with the Las Vegas 2020 Master Plan. The trail path was implemented by construction of the existing sidewalk along the west side of Rampart Boulevard.

Since the original approval of the reclassification of property (Z-0017-90) that created the Peccole Ranch Master Plan Phase Two area, there has been numerous land use entitlements processed within the Master Plan area. Entitlements have ranged from Site Development Plan Reviews to establish Residential Planned Development (R-PD) zoning district development standards, to the amending of the City of Las Vegas 2020 Master Plan and City of Las Vegas Zoning Atlas. Past land use entitlement practices have varied in respect to proposed developments within the Peccole Ranch Master Plan Phase Two area, specifically in regards to the means in which a developer has been able to propose development with or without an associated modification of the Peccole Ranch Master Plan. It is the determination of the Department of Planning that any proposed development not in conformance with the approved Peccole Ranch Master Plan would be required to pursue a Major Modification of the Plan prior to or concurrently with any new entitlements.

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The development is generally in conformance to Title 19 requirements for the R-4 (High Density Residential) zoning district and with general development standards for residential uses. If the proposed General Plan Amendment and Rezoning are approved, all setback, height and density requirements would be met by the proposal. Although the site does not qualify for residential adjacency standards, the low grade of the site relative to the adjacent lands ensures that the height of the buildings will not block views or create constant shadows throughout the daytime hours.

Ample landscaping is provided along the entire perimeter of the site, with 36-inch box Italian Stone Pine and Swan Hill Olive trees specified. These species are considered "bulletproof" by the Southern Nevada Regional Planning Coalition Regional Plant List are appropriate for this area. Several pine trees were omitted from the south buffer area near the termination of the emergency vehicle access. According to staff analysis, three additional trees are needed to meet the minimum planting requirement along the south perimeter. As a condition of approval, the additional trees will be required to be added to the technical landscape plan reviewed for building permit.

The building elevations indicate four-story buildings in the Parisian style that is similar to the existing One Queensridge Place condominiums adjacent to the west of this site. The ground levels contain a stone veneer, with successive floors utilizing plaster exteriors. Colors vary within an earth tone palette. Portions of each building are inset to provide façade relief and variation. Rooflines are varied between flat roofs and mansards with dormer windows. Individual units feature balconies and floor to ceiling windows. The number of studio, one, two and three-bedroom units varies on each building level. Units range in size from approximately 2,700 square feet to 6,200 square feet.

The Clark County School District projects that approximately 182 primary and secondary school students would be introduced into the area by the proposed development on this site. Of the three schools serving the area (Bonner Elementary School, Rogich Middle School and Palo Verde High School), the District notes that each school was over capacity for the 2015-2016 school year, with Bonner Elementary the most critical at 151 percent of capacity.

**FINDINGS (GPA-62387)**

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

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

   The proposed General Plan Amendment would result in the modification of the Peccole Ranch Master Plan. Without the approval of a Major Modification to said plan no finding can be reached at this time.

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

   The zoning districts allowed by the proposed General Plan Amendment would result in the modification of the Peccole Ranch Master Plan. Without the approval of a Major Modification to said plan no finding can be reached at this time.

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

   Alta Drive and Rampart Boulevard are designated on the Master Plan of Streets and Highways map as Major Collector and Primary Arterial roadways, respectively. Both roadways are adequate to address the anticipated traffic counts that this amendment would allow on the site.

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

   The proposed General Plan Amendment would result in the modification of the Peccole Ranch Master Plan. Without the approval of a Major Modification to said plan no finding can be reached at this time.

**FINDINGS (ZON-62392)**

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed reclassification of property to an R-4 (High Density Residential) zoning district would result in the modification of the Peccole Ranch Master Plan. Without the approval of a Major Modification to said plan no finding can be reached at this time.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed uses allowed within an R-4 (High Density Residential) zoning district would result in the modification of the Peccole Ranch Master Plan. Without the approval of a Major Modification to said plan no finding can be reached at this time.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

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The repurposing of a portion of an established master planned development would result in the modification of the Peccole Ranch Master Plan. Without the approval of a Major Modification to said plan no finding can be reached at this time.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Alta Drive and Rampart Boulevard are designated on the Master Plan of Streets and Highways map as a Major Collector and Primary Arterial roadways, respectively. Both roadways are adequate in size to address the anticipated requirements of the proposed R-4 zoning district.

**FINDINGS (SDR-62393)**

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

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

   The proposed development would result in the modification of the Peccole Ranch Master Plan. Without the approval of a Major Modification to said plan no finding can be reached at this time.

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

   The proposed development would result in the modification of the Peccole Ranch Master Plan. Without the approval of a Major Modification to said plan no finding can be reached at this time.

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

   Primary access to and from the site would be from Rampart Boulevard. This project will add approximately 4,788 trips per day on Alta Drive and Rampart Boulevard. Alta Drive is currently at about 39 percent of capacity and Rampart is at about 88 percent of capacity. After this project, Alta Drive is expected to be at about 53 percent of capacity and Rampart to be at about 97 percent of capacity. Based on Peak Hour use, this development will add into the area roughly 446 additional cars, or about fifteen every two minutes. Further analysis is needed pending the results of the required traffic impact analysis to determine what additional traffic controls, if any, need to be implemented.

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

   Building materials are similar to those used for nearby existing multi-family residential and commercial developments and are appropriate for this area. Landscape materials meet drought-resistant criteria and provide adequate screening from adjacent uses.

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;**

   Building elevations are compatible with the Parisian architectural style employed on the One Queensridge Place buildings to the west of this site. The buildings will be situated at a lower grade than the surrounding area, thereby preserving the existing views from the adjacent residential areas.

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

   The proposed development would result in the modification of the Peccole Ranch Master Plan. Without the approval of a Major Modification to said plan no finding can be reached at this time.

**NEIGHBORHOOD ASSOCIATIONS NOTIFIED** 27

**NOTICES MAILED** 243

**APPROVALS** 1

**PROTESTS** 1

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# EXHIBIT "BB"

## DEPARTMENT OF PLANNING

### APPLICATION / PETITION FORM

**Application/Petition For:** MAJOR MODIFICATION

**Project Address (Location)** Multiple

**Project Name** 2016 Pecosta Ranch Master Plan **Proposed Use** _____

**Assessor's Parcel #(s)** Multiple **Ward #** 2

**General Plan: existing** NA **proposed** NA **Zoning: existing** NA **proposed** NA

**Commercial Square Footage** _____ **Floor Area Ratio** _____

**Gross Acres** 1,569.6 **Lots/Units** _____ **Density** _____

**Additional Information** _____

**PROPERTY OWNER** Multiple **Contact** _____
**Address** _____ **Phone:** _____ **Fax:** _____
**City** _____ **State** _____ **Zip** _____
**E-mail Address** _____

**APPLICANT** 180 Land Co LLC **Contact** Frank Pankratz
**Address** 1215 South Fort Apache, Suite 120 **Phone:** (702) 940-5930 **Fax:** (702) 940-5931
**City** Las Vegas **State** Nevada **Zip** 89117
**E-mail Address** Frank@ehbcompanies.com

**REPRESENTATIVE** GCW, Inc. **Contact** Cindie Gee
**Address** 1555 South Rainbow **Phone:** (702) 804-2107 **Fax:** (702) 804-2109
**City** Las Vegas **State** Nevada **Zip** 89146
**E-mail Address** cgee@gcwengineering.com

I certify that I am the applicant and that the information contained with this application is true and correct to the best of my knowledge and belief. I understand that the City is not responsible for omissions or inaccurate information provided, and that inaccurate, false information or incomplete applications 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 application, as indicated by the owner's signature below.

**Property Owner Signature*** EHBCompanies LLC, Its Mgr
By: Frank Pankratz, Its Mgr
*An authorized agent may sign in lieu of the property owner by providing a notarized letter of authorization.
**Print Name** Frank Pankratz

Subscribed and sworn before me
This 25 day of February, 20 16.
LeeAnn Stewart-Schenke

Notary Public in and for said County and State

LEEANN STEWART-SCHENKE
Notary Public, State of Nevada
Appointment No. 07-4244-1
My Appt. Expires Jul 26, 2019

Revised 10/2/04

**FOR DEPARTMENT USE ONLY**

| | |
|---|---|
| Case #: | MOD-63600 |
| Meeting Date: | |
| Total Fee: | |
| Date Received:* | |
| Received By: | |

*The application will not be issued complete until the required materials have been received by the Department of Planning for conformance with applicable sections of the Zoning Ordinance.

PRJ-63491
Exhibit/Application Packet/Application Form.pdf

CLV65-000483
0483

10518

## DEPARTMENT OF PLANNING

### APPLICATION / PETITION FORM

Application/Petition For: REZONING

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

Project Name Peccole Ranch Master Plan 250.92 Acres Proposed Use

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

General Plan: existing PROS proposed H Zoning: existing PD proposed R-4

Commercial Square Footage Floor Area Ratio

Gross Acres 2.13 Lots/Units 1 Density

Additional Information

PROPERTY OWNER Fore Stars, Ltd. Contact Frank Pankratz

Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-0930 Fax: (702) 940-3931

City Las Vegas State Nevada Zip 89117

E-mail Address

APPLICANT Fore Stars, Ltd. Contact Frank Pankratz

Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-0930 Fax: (702) 940-3931

City Las Vegas State Nevada Zip 89117

E-mail Address Frank@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 owner of record or authorized agent of the owner of record of the property involved in this application. I have read this application and know the information to be correct. I hereby certify that I am the owner or purchaser of record or agent of the property involved in this application, or the owner's agent fully authorized by the owner to make this application, as indicated by the owner's signature below.

Property Owner Signature* EHB Companies LLC, its Mgr. By Frank Pankratz, its Mgr.

*An authorized agent may sign in lieu of the property owner. Attach a letter of authorization.

Print Name Frank Pankratz

Subscribed and sworn before me

This 25 day of February, 20 16

Leann Stewart-Scheuerle

Notary Public in and for said County and State

LEEANN STEWART-SCHEUERLE
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 28, 2019

Revised 10/27/09

*FOR DEPARTMENT USE ONLY*

| | |
|---|---|
| Case # | ZON-63601 |
| Meeting Date: | |
| Total Fee: | |
| Date Received:* | |
| Received By: | |

This application will not be deemed complete until the required materials have been returned by the Department of Planning or otherwise waived by the Director of the Planning Division.

*Date of Application Publication/Mailing/Posting Form.pdf

CLV65-000484

0484

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# DEPARTMENT OF PLANNING

## APPLICATION / PETITION FORM

**Application/Petition For:** REZONING

**Project Address (Location)** S. Rampart/W. Charleston/Hualapai/Alta

**Project Name** Peccole Ranch Master Plan 250.92 Acres **Proposed Use**

**Assessor's Parcel #(s)** 138-32-31-006; 138-32-301-005 **Ward #** 2

**General Plan: existing** PROS **proposed** H **Zoning: existing** R-PD7 **proposed** R-4
(47.59 Ac) of 138-32-301-006 and 138-32-301-005 from PROS to H
**Commercial Square Footage** **Floor Area Ratio**

**Gross Acres** 70.52 **Lots/Units** 3 **Density**

**Additional Information** (5.44 Ac) of 138-32-301-006 from R-PD7 to R-E; (47.59 Ac) of 138-32-301-006 from R-PD7 to R-4 and 138-32-301-005 (17.49 Ac) from R-PD7 to R-4

**PROPERTY OWNER** Seventy Acres LLC **Contact** Frank Pankratz
**Address** 1215 South Fort Apache, Suite 120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931
**City** Las Vegas **State** Nevada **Zip** 89117
**E-mail Address**

**APPLICANT** Seventy Acres LLC **Contact** Frank Pankratz
**Address** 1215 South Fort Apache, Suite 120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931
**City** Las Vegas **State** Nevada **Zip** 89117
**E-mail Address** Frank@ehbcompanies.com

**REPRESENTATIVE** GCW, Inc. **Contact** Cindie Gee
**Address** 1555 South Rainbow **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 the information in the Petition provided, and that inaccurate, false or incomplete information may cause the application to be rejected. I further certify that I am the owner of the property (or a lessee thereof) or the property owner's authorized agent. If the property is owned by a corporation, partnership, limited partnership, limited liability company, or trust, I/we have the authority to execute this application on behalf of the entity.

**Property Owner Signature*** EHB Companies, LLC, Its Mgr
*If authorized agent, you must attach a letter of authorization signed by the property owner. Print Name and Sign Each Page.
**Print Name** Frank Pankratz

Subscribed and sworn before me

This 25 day of February, 20 10.

Leeann Stewart-Schencke

Notary Public in and for said County and State

LEEANN STEWART-SCHENCKE
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 26, 2010

Revised 10/22/08

*FOR DEPARTMENT USE ONLY*

| | |
|---|---|
| Case # | ZON-63601 |
| 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 conformity with applicable portions of the Zoning Ordinance.

PRJ-63491

Report Application Packet Application 70m.pdf

# DEPARTMENT OF PLANNING

## APPLICATION / PETITION FORM

**Application/Petition For:** REZONING

**Project Address (Location)** S. Rampart/W. Charleston/Hualapai/Alta

**Project Name** Peccole Ranch Master Plan 250.92 Acres **Proposed Use**

**Assessor's Parcel #(s)** 138-31-702-002; 138-31-601-002 **Ward #** 2

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

**Commercial Square Footage** **Floor Area Ratio**

**Gross Acres** 178.27 **Lots/Units** 2 **Density**

**Additional Information**

**PROPERTY OWNER** 180 Land Co LLC **Contact** Frank Pankratz
**Address** 1215 South Fort Apache, Suite 120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931
**City** Las Vegas **State** Nevada **Zip** 89117
**E-mail Address**

**APPLICANT** 180 Land Co LLC **Contact** Frank Pankratz
**Address** 1215 South Fort Apache, Suite 120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931
**City** Las Vegas **State** Nevada **Zip** 89117
**E-mail Address** Frank@ehbcompanies.com

**REPRESENTATIVE** GCW, Inc. **Contact** Cindie Gee
**Address** 1555 South Rainbow **Phone:** (702) 804-2107 **Fax:** (702) 804-2159
**City** Las Vegas **State** Nevada **Zip** 89146
**E-mail Address** cgee@gcwengineering.com

I notify that I am the applicant and that the information included with this application is true and correct to the best of my knowledge and belief. I understand that the City is not responsible for inaccurate or incomplete information provided, and that inaccurate, false information or incomplete applications may cause the application to be rejected. I further certify that I am the owner or potential owner of the property involved in this application, or that I am a duly authorized by the owners to make this statement, evidence of which is attached hereto.

**Property Owner Signature*** EHB COMPANIES LLC - ITS MANAGER
BY: FRANK PANKRATZ ITS MANAGER
*An authorized signature signature of the property owner(s) is required. Trustee, Agent, and Lessee are not valid.

**Print Name** Frank Pankratz

Subscribed and sworn before me

This 25 day of February, 20 16

LeAnn Stewart-Schenke

Notary Public in and for said County and State

LEEANN STEWART-SCHENKE
Notary Public, State of Nevada
Appointment No. 07-4264-1
My Appt. Expires Jul 28, 2019

Revised 10/27/05

**FOR DEPARTMENT USE ONLY**

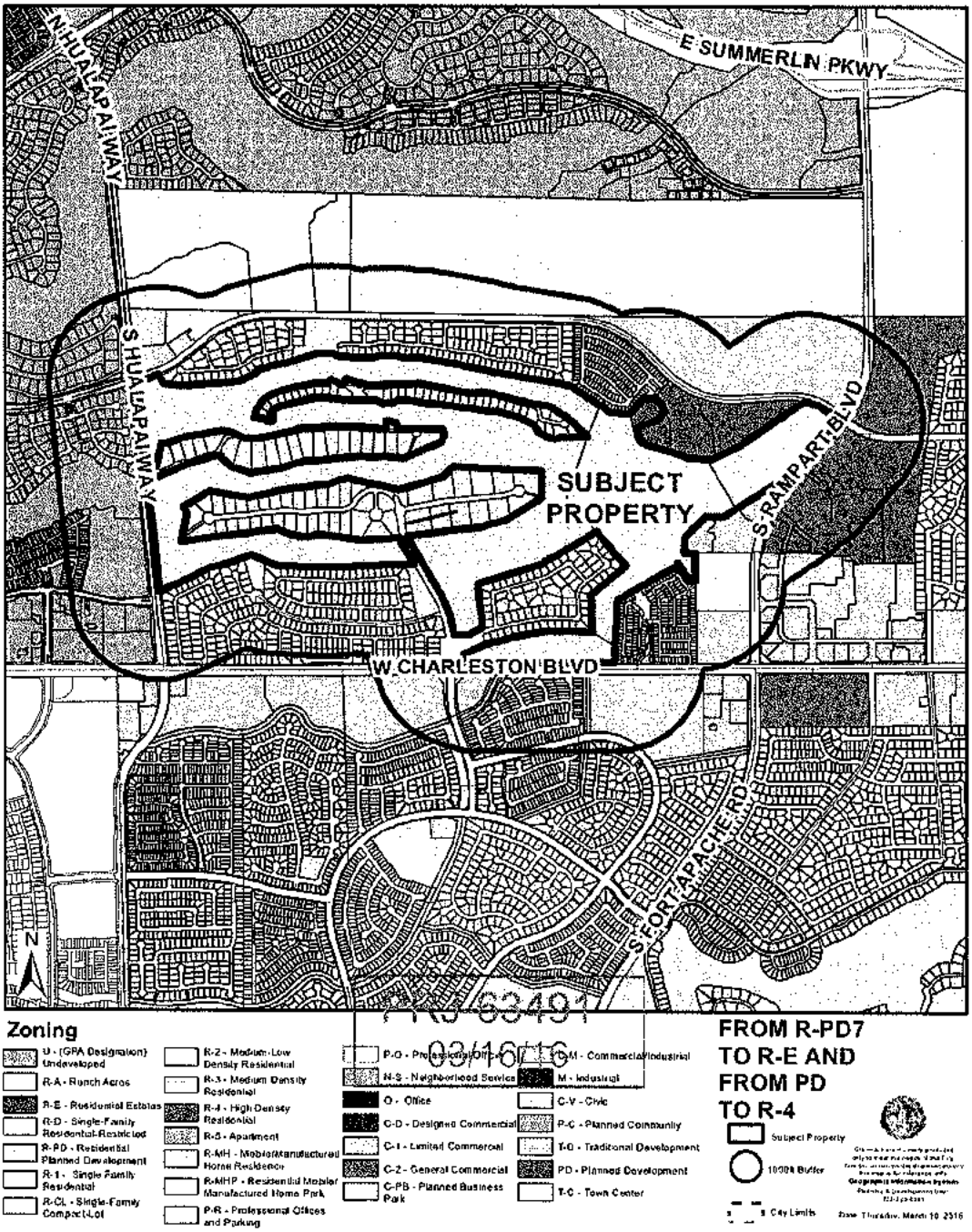
| | |
|---|---|
| Case # | ZON-63601 |
| Meeting Date: | |
| Total Fee: | |
| Date Received:* | |
| Received By: | |

CLV65-000486

0486

10521

ZON-63601




Z-63491

03/16/16

**Zoning**

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residential Estates
- R-D - Single-Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single-Family Compact-Lot
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/ Manufactured Home Park
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

**FROM R-PD7 TO R-E AND FROM PD TO R-4**

- Subject Property
- 1000ft Buffer
- City Limits

Date: Thursday, March 10, 2016

CLV65-000487

0487

**10522**

## DEPARTMENT OF PLANNING

### APPLICATION / PETITION FORM

**Application/Petition For:** GENERAL PLAN AMENDMENT

**Project Address (Location)** S. Rampart/W. Charleston/Hualapai/Alta

**Project Name** Pecorile Ranch Master Plan 250.92 Acres **Proposed Use** _____

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

**General Plan: existing** PROS **proposed** H **Zoning: existing** _____ **proposed** _____

**Commercial Square Footage** _____ **Floor Area Ratio** _____

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

**Additional Information** _____

**PROPERTY OWNER** Fore Stars, Ltd. **Contact** Frank Pankratz
**Address** 1215 South Fort Apache, Suite 120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931
**City** Las Vegas **State** Nevada **Zip** 89117
**E-mail Address** _____

**APPLICANT** Fore Stars, Ltd. **Contact** Frank Pankratz
**Address** 1215 South Fort Apache, Suite 120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931
**City** Las Vegas **State** Nevada **Zip** 89117
**E-mail Address** Frank@ehbcompanies.com

**REPRESENTATIVE** GCW, Inc. **Contact** Cindia Gee
**Address** 1555 South Rainbow **Phone:** (702) 804-2107 **Fax:** (702) 804-2225
**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 provided, and that incorrect, false information or incomplete applications 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 that I am fully authorized by the owner to make this application, as indicated by the owner's signature below.

**Property Owner Signature*** EHB Companies, LLC, Las Vegas By Frank Pankratz, Attorney
*An authorized agent may sign in the office respon[illegible]

**Print Name** Frank Pankratz

Subscribed and sworn before me
This 25 day of February, 20 16
Leann Stewart-Schenke

Notary Public in and for said County and State

LEEANN STEWART-SCHENKE
Notary Public, State of Nevada
Appointment No. 07-4266-1
My Appt. Expires Jul 26, 2018

Revised 10/2004

**FOR DEPARTMENT USE ONLY**

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|---|---|
| Case # | GPA-63599 |
| Meeting Date: | |
| Total Fee: | |
| Date Received:* | |
| Received By: | |

CLV65-000488
0488

10523

# DEPARTMENT OF PLANNING

## APPLICATION / PETITION FORM

Application/Petition For: GENERAL PLAN AMENDMENT

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

Project Name Peccole Ranch Master Plan 250.92 Acres Proposed Use

Assessor's Parcel #(s) 138-32-301-006; 138-32-301-005 Ward # 2

General Plan: existing PROS proposed H Zoning: existing proposed

Commercial Square Footage Floor Area Ratio

Gross Acres 70.52 Lots/Units 3 Density

Additional Information (5.44 Ac) of 138-32-301-006 from PROS to DR; (47.59 Ac) of 138-32-301-006 and (17.49 Ac) of 138-32-301-005 from PROS to H

**PROPERTY OWNER** Seventy Acres LLC Contact Frank Pankratz
Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-8000 Fax: (702) 940-8031
City Las Vegas State Nevada Zip 89117
E-mail Address

**APPLICANT** Seventy Acres LLC Contact Frank Pankratz
Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-8000 Fax: (702) 940-8031
City Las Vegas State Nevada Zip 89117
E-mail Address Frank@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 owner of record or the authorized agent of the owner of record of the property involved in this application, or that I am a purchaser in escrow of the property involved in this application, as indicated by the owner's signature below.

Property Owner Signature* EHB Companies LLC, Its Manager
*An authorized agent may sign in lieu of the property owner of record. Attach a letter of authorization.
Print Name Frank Pankratz

Subscribed and sworn before me
This 25 day of February, 20 16
Lilliana Stewart Schenck
Notary Public in and for said County and State

LEEANN STEWART-SCHENCK
Notary Public, State of Nevada
Appointment No. 07-[illegible]
My Appt. Expires Jul 25, 2016

Revised 10/27/09

*FOR DEPARTMENT USE ONLY*

| | |
|---|---|
| Case # | GPA-63599 |
| Meeting Date: | |
| Total Fee: | |
| Date Received:* | |
| Received By: | |

*This application will not be docketed complete and the required materials have been reviewed by the Director of Planning for conformity with applicable provisions of the Zoning Ordinance.

TV63491

Application Packet/Application Form.pdf

CLV65-000489
0489

10524

## DEPARTMENT OF PLANNING

### APPLICATION / PETITION FORM

**Application/Petition For:** GENERAL PLAN AMENDMENT

**Project Address (Location)** S. Rampart/W. Charleston/Hualapai/Alta

**Project Name** Pecoole Ranch Master Plan 250.92 Acres **Proposed Use**

**Assessor's Parcel #(s)** 138-31-702-002; 138-31-801-002 **Ward #** 2

**General Plan: existing** PROS **proposed** DR **Zoning: existing** _____ **proposed** _____

**Commercial Square Footage** _____ **Floor Area Ratio** _____

**Gross Acres** 178.27 **Lots/Units** 2 **Density** _____

**Additional Information** _____

**PROPERTY OWNER** 180 Land Co LLC **Contact** Frank Pankratz
**Address** 1215 South Fort Apache, Suite 120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931
**City** Las Vegas **State** Nevada **Zip** 89117
**E-mail Address** Frank@ehbcompanies.com

**APPLICANT** 180 Land Co LLC **Contact** Frank Pankratz
**Address** 1215 South Fort Apache, Suite 120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931
**City** Las Vegas **State** Nevada **Zip** 89117
**E-mail Address** Frank@ehbcompanies.com

**REPRESENTATIVE** GCW, Inc. **Contact** Cindio Gee
**Address** 1555 South Rainbow **Phone:** (702) 804-2107 **Fax:** (702) 804-2293
**City** Las Vegas **State** Nevada **Zip** 89146
**E-mail Address** cgee@gcwengineering.com

I hereby state that I am the applicant and that the information submitted with this application is true and correct to the best of my knowledge and belief. I understand that the City is not responsible for any incorrect or inadequate information provided, and that inaccurate, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner of record of the property (or portion thereof) of the property involved in this application, or that I am a person duly authorized by the owner to make this submission, as indicated by the owner's signature below.

**Property Owner Signature*** EHB Companies LLC, Mt Lgr By Frank Pankratz, Mt Mgr

*An authorized agent may sign in lieu of the property owner only if written authorization is provided.

**Print Name** Frank Pankratz

Subscribed and sworn before me

This 25 day of February, 20 16

William Stuart Schreiber

Notary Public in and for said County and State

WILLIAM STUART SCHREIBER
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 28, 2018

Revised 10/27/06

*FOR DEPARTMENT USE ONLY*

| |
|---|
| Case # GPA-63599 |
| Meeting Date: |
| Total Fee: |
| Date Received:* |
| Received By: |

*Incomplete applications will not be accepted or processed for Planning Commission or City Council consideration until applicable Conditions of Approval are met.

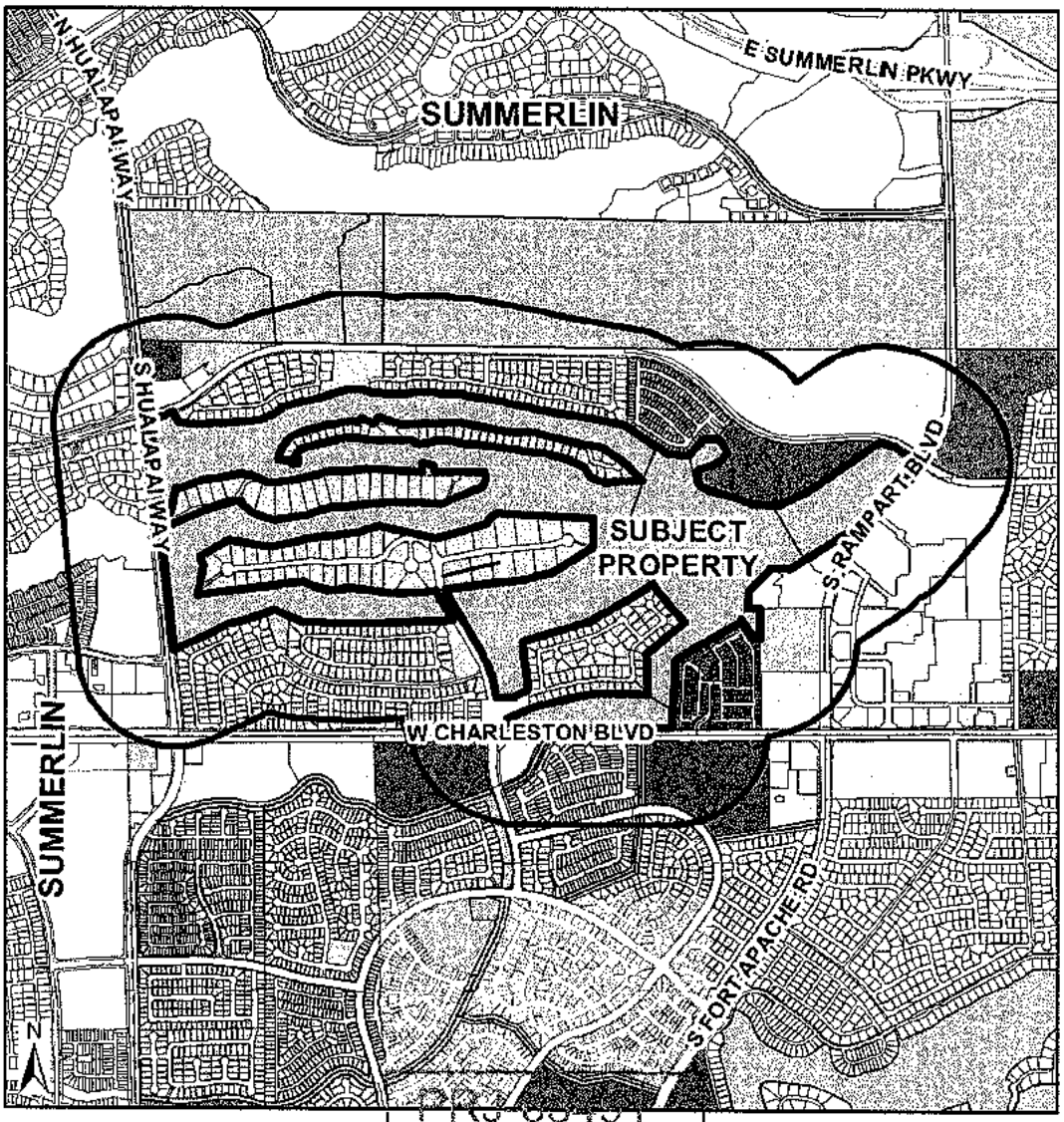
Application Packet/Application Form.pdf

PRJ-03491
02/25/16

CLV65-000490
0490

10525

GPA-63599




## General Plan Amendment

RNP - Rural Neighborhood Preservation
RE - Rural Estates
DR - Desert Rural
R - Rural
L - Low
ML - Medium - Low
MLA - Medium - Low Attached
M - Medium
H - High
O - Office
SC - Service Commercial
GC - General Commercial
GTC - Tourist Commercial
UMID - Las Vegas Motorsport District
LI/R - Light Industrial / Research
PCD - Planned Community Development
PR-OS - Park/Recreation/ Open Space
PF - Public Facility
PF-CC Public Facility Clark County
TC - Town Center
RC - Resource Conservation
C - Downtown - Commercial
MXU - Downtown - Mixed Use
TND - Traditional Neighborhood Development

03/16/16

**FROM PR-OS TO DR AND H**

Subject Property
1000ft Buffer
City Limits

Date: Thursday, March 10, 2016

CLV65-000491

0491

10526

## DEPARTMENT OF PLANNING

### APPLICATION / PETITION FORM

**Application/Petition For:** DEVELOPMENT AGREEMENT

**Project Address (Location)** S. Rampart/W. Charleston/Hualapai/Alta

**Project Name** 2016 Pacciolo Ranch Master Plan **Proposed Use**

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

**General Plan: existing** PROS **proposed** H **Zoning: existing** PD **proposed** R-4

**Commercial Square Footage** **Floor Area Ratio**

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

**Additional Information**

**PROPERTY OWNER** Fore Stars, Ltd. **Contact** Frank Pankratz
**Address** 1215 South Fort Apache, Suite 120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931
**City** Las Vegas **State** Nevada **Zip** 89117
**E-mail Address** Frank@ehbcompanies.com

**APPLICANT** Fore Stars, Ltd. **Contact** Frank Pankratz
**Address** 1215 South Fort Apache, Suite 120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931
**City** Las Vegas **State** Nevada **Zip** 89117
**E-mail Address** Frank@ehbcompanies.com

**REPRESENTATIVE** GCW, Inc. **Contact** Cindie Gee
**Address** 1555 South Rainbow **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 supplied, and that inaccuracies, false statements 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 that I am a duly authorized agent of the property owner with the authority as indicated by the owner's signature below.

FHB Companies LLC, its MANAGER

**Property Owner Signature*** By: Frank Pankratz, its Manager

*Accompanied with any applicable Power of Attorney, Articles of Incorporation, and Partnership Agreement

**Print Name** Frank Pankratz

Subscribed and sworn before me

This 25 day of February, 20 16.

Miriam Stewart-Schenke

Notary Public in and for said County and State

LEANNE STEWART-SCHENKE
Notary Public, State of Nevada
Appointment No. 07-4264-1
My Appt. Expires Jul 26, 2019

Revised 10/17/01

*FOR DEPARTMENT USE ONLY*

| | |
|---|---|
| Case # | DIR-63602 |
| Meeting Date: | |
| Total Fee: | |
| Date Received:* | |
| Received By: | |

An application will not be deemed complete until the required materials have been received, and the Department of Planning has confirmed with applicable agencies in the Public Outreach Process.

*Original Application to Packet Application Form and

CLV65-000492

0492

10527

# DEPARTMENT OF PLANNING

## APPLICATION / PETITION FORM

Application/Petition For: DEVELOPMENT AGREEMENT

Project Address (Location): S. Rampart/W. Charleston/Hualapai/Alta

Project Name: 2018 Peccole Ranch Master Plan Proposed Use:

Assessor's Parcel #(s): 138-32-301-006; 138-32-301-005 Ward #: 2

General Plan: existing PROS proposed H Zoning: existing R-PD7 proposed R-4

Commercial Square Footage: Floor Area Ratio:

Gross Acres: 70.52 Lots/Units: 3 Density:

Additional Information: (5.44 Ac) of 138-32-301-006 to be newly created GP PROS to DR; Zoning R-PD7 to R-5

PROPERTY OWNER: Seventy Acres LLC Contact: Frank Pankratz

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

City: Las Vegas State: Nevada Zip: 89117

E-mail Address: Frank@ehbcompanies.com

APPLICANT: Seventy Acres LLC Contact: Frank Pankratz

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

City: Las Vegas State: Nevada Zip: 89117

E-mail Address: Frank@ehbcompanies.com

REPRESENTATIVE: GCW, Inc. Contact: Cindia Gee

Address: 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2269

City: Las Vegas State: Nevada Zip: 89146

E-mail Address: cgee@gcwengineering.com

I verify that I am the applicant and that the information stated 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 provided, 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 agent thereof) of the property involved in this application, or the lessee or agent (if the authorization for the owner to make the application, as indicated by the owner's signature below).

EHB COMPANIES, ITS MANAGER

Property Owner Signature*: BY FRANK PANKRATZ, AS ITS MANAGER

*An authorized agent may sign in lieu of the Property Owner for Use Permits, Variances, MSA, and Final Maps.

Print Name: Frank Pankratz

Subscribed and sworn before me

This 25 day of February, 20 10

Notary Public in and for said County and State

LEEANN STEWART-SCHENCK
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 26, 2010

Revised 10/27/09

FOR DEPARTMENT USE ONLY

| | |
|---|---|
| Case # | DIR-63602 |
| Meeting Date: | |
| Total Fee: | |
| Date Received:* | |
| Received By: | |

The application will not be deemed complete until the required materials have been received by the Department of Planning for processing with applicable recorded zoning ordinance.

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CLV65-000493

0493

10528

# DEPARTMENT OF PLANNING

## APPLICATION / PETITION FORM

Application/Petition For: DEVELOPMENT AGREEMENT

Project Address (Location): S. Rampart/W. Charleston/Hualapai/Alta

Project Name: 2016 Pocoole Ranch Master Plan — Proposed Use:

Assessor's Parcel #(s): 138-31-801-002; 138-31-702-002 Ward #: 2

General Plan: existing: PROS proposed: DR Zoning: existing: R-PD7 proposed: R-E

Commercial Square Footage: Floor Area Ratio:

Gross Acres: 178.27 Lots/Units: 2 Density:

Additional Information:

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

Address: 1215 South Fort Apache, Suite 120 Phone: (702) 940-5930 Fax: (702) 940-5921

City: Las Vegas State: Nevada Zip: 89117

E-mail Address: Frank@ehbcompanies.com

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

Address: 1215 South Fort Apache, Suite 120 Phone: (702) 940-5930 Fax: (702) 940-5921

City: Las Vegas State: Nevada Zip: 89117

E-mail Address: Frank@ehbcompanies.com

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

Address: 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2222

City: Las Vegas State: Nevada Zip: 89146

E-mail Address: cgee@gcwengineering.com

I certify that I am the applicant and that the information provided with this application, to the best of my knowledge and belief, is accurate. I understand that the City of Las Vegas relies upon the information provided, and that inaccurate, false information or incomplete application may cause the application to be denied. I further certify that I hold ownership or purchase for option the land or property involved in this application, or that I have received authorization by the owner to make this application, as indicated by the owner's signature below.

EHB COMPANIES LLC MANAGER

Property Owner Signature*: By: [illegible] Its: [illegible]

*An authorized agent may sign in lieu of the property owner. Attach letter of agent, not a power of attorney.

Print Name: Frank Pankratz

Subscribed and sworn before me

This 25 day of February, 20 16.

Lillian Stewart Scheiche

Notary Public in and for said County and State

LEEANN STEWART-SCHEICHE
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 26, 2016

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case # DIR-63602

Meeting Date:

Total Fee:

Date Received:

Received By:

The application will not be deemed complete until the required materials have been received by the Department of Planning for consistency with applicable provisions of the Zoning Ordinance.

Form/Application Packet/Application Form.pdf

CLV65-000494

0494

10529

180 Land Co LLC, Seventy Acres LLC and Fore Stars Ltd.
1215 S. Fort Apache Rd., Suite # 120
Las Vegas, NV 89117

Revised

February 26, 2016

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

RE: Justification Letter regarding the 2016 Peccole Ranch Master Plan (Major Modification to the 1990 Approved Peccole Ranch Master Plan)

Dear Mr. Perrigo:

At the heart of this Major Modification lay a simple truth. The golf course is going away. It cannot reasonably be saved by the Applicants or by anyone else for that matter. But by purchasing the golf course property and thereby rescuing it from sale simply to the highest bidder, the Applicants could control and thereby guarantee that the development of the golf course property would be accomplished in a way that ensures that Queensridge will retain the uniqueness that makes living in Queensridge so special. As those who have worked with the Applicants from the very beginning will readily attest, this purpose has always been intended to be realized by creating very large Estate Lots and correspondingly beautifully designed custom homes; a development unparalleled anywhere else in Nevada. And by preserving, enhancing and providing a sanctuary for the large variety of the natural wildlife who also call Queensridge home. And by creating a development that Applicants believe will increase, not just maintain, property values for all who live in Queensridge, not just those who live on the golf course.

And additionally, to place needed residential density in an area of Queensridge that can be readily served by planned and existing roadways and where Luxury Multi Family development, with a variety of offerings, with substantial amounts of open space amenities and beautifully enhanced landscape buffers to adjacent residences, can be nestled among already existing commercial and higher density residential uses.

It is with this unwavering vision of these repurposed uses that this Major Modification is submitted.

The purpose of the 2016 Peccole Ranch Master Plan (hereinafter "2016 Master Plan"), which represents a Major Modification to the 1990 Approved Peccole Ranch Master Plan (hereinafter "1990 Master Plan") is to:

1. Reflect the as-built condition of the properties within the 1990 Master Plan, due to the material discrepancies existing between the 1990 Master Plan's designated land uses and their actual as-built condition.

2 Modify, commensurate with its repurposing, the land use designations for 250.92 acres upon which the Badlands Golf Course (hereinafter "Property") is currently operated; and,

3 Amend the number of available Units under the 1990 Master Plan to three thousand eighty (3,080) Units.

Material Discrepancies Between 1990 Master Plan and As-built Condition

The 1990 Master Plan was last amended with Las Vegas City Council approval on April 4, 1990. Development of the 1990 Master Plan's 1,569 acres failed to comply with the 1990 Master Plan and no subsequent corrective amendments occurred. This has resulted in numerous material discrepancies between the 1990 Master Plan's land use designations and their as-built condition. Because of these discrepancies, the City of Las Vegas has requested that Applicants amend the 1990 Master Plan to reflect the properties as-built condition of the properties as expressed in paragraph, above. Some of those discrepancies include:

1. Seventy-eight (78) Single-Family lots and four (4) common area lots (or portions thereof) were built on land designated for Golf Course/Open Space/Drainage in Phase Two.

2. An additional nine (9) holes of golf course, on approximately 70 acres, were not contemplated at the time of the 1990 Master Plan, but were ultimately constructed upon property designated Single-Family and zoned RPD-7.

3. One hundred forty-one (141) acres of golf course were built on land not designated as Golf Course/Open Space/Drainage.

4. Dozens of Single Family residences in Phase One were constructed in areas designated Golf Course/ Drainage/Open Space.

5. A mixed-use commercial development was constructed at the southwest corner of Charleston Boulevard and Fort Apache Road on a parcel that was designated as a Nursing Home.

6. Single-Family developments were constructed on the 19.7 acre site designated as a Schools.

7. Single-Family developments were constructed at the northwest corner of Durango Drive and Alta Drive on 63.44 acres designated as Commercial Center.

8. The 19 acre designated Commercial parcel at the northeast corner of Charleston Boulevard and Hualapai Way has been built out as Single-Family residential.

**MOD-63600**

PRJ-63491
02/29/12

9. The 32 acre designated Multi-Family parcel at the northwest corner of Charleston Boulevard and Apple Drive has been built out as Single-Family residential.

10. The as-built location of Alta Drive bears no resemblance at all with its designated Right-of-Way use location.

History of Ownership

On March 4, 2015, the stock of Fore Stars, Ltd. was acquired (through various entities and family limited partnerships) by the same principals as EHB Companies LLC (hereinafter collectively "New Ownership"). The Peccole Ranch Partnership was the development entity which established and secured approval from the City of Las Vegas for both the 1989 Peccole Ranch Master Plan and the 1990 Master Plan. Subsequent to the formation of that Partnership and approval of the 1990 Master Plan, the Peccole Trust became the successor in interest to the 1990 Master Plan property. The Peccole Trust later transferred its interests in the 1990 Master Plan property, which included the Property, to Nevada Legacy 14 LLC. Nevada Legacy 14 LLC then transferred its interests in the Property to its affiliate, Fore Stars, Ltd.

On June 18, 2015, the 248.79 acres of the Property zoned RPD-7 was transferred from Fore Stars, Ltd. to two affiliates: (i) 180 Land Co LLC (178.27 acres) and (ii) Seventy Acres LLC (70.52 acres). Fore Stars, Ltd. retained the 2.13 acres of the Property zoned PD.

Current State of The Golf Industry

Despite the best efforts of New Ownership in exploring the continuation of golf course use on a portion of the Property, it became clear that the operation of a golf course on the Property was not viable. Some of the reasons for this include: the condition of the golf course, costs of deferred maintenance, drought conditions in the southwest, water costs, significant decline in the number of golfers and green fees, and oversupply of golf courses in the Las Vegas market (14, alone, within a 4 ½ mile radius of the Property) The golf industry has been devastated over the last decade. Las Vegas has not been immune therefrom. The "2015 State of the Golf Industry" report prepared by Pellucid Corp. & Edgehill Consulting states that nationwide:

1. In the last decade 1,503 golf courses have closed, with 732 in the last 4 years and 234 in 2015, alone.

2. The number of golfers has fallen from 29.4 million in 2000 to 21.3 million in 2015 and is projected to decline to 18.3 million by 2020.

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180 Land Co LLC, Seventy Acres LLC and Fore Stars Ltd.
1215 S. Fort Apache Rd., Suite # 120
Las Vegas, NV 89117

Land Use Entitlements

Prior to purchasing the Property, New Ownership explored its land use entitlements. It was verified through Clark County Records and confirmed by the City of Las Vegas, through its Zoning Verification Letter dated December 30, 2014, that the Property is zoned R-PD7. This zoning permits densities up to 7.49 Units per acre.

With the state of the golf industry and the golf course not being viable, the golf course's closure was imminent. Additionally, with its R-PD7 zoning already in place, the Property's development was also imminent. New Ownership is the largest single owner of homes, lots and condominiums in Queensridge and One Queensridge Place; having built over the last twenty (20) years over two (2) million square feet of residential and commercial properties within one and one half miles of the Property, including 40 custom homes in Queensridge and 219 homes in One Queensridge Place. New Ownership's interest in the Property and the Queensridge community is unmatched and fully understands the neighborhood. Rather than seeing an outside developer acquire the Property and develop it with up to 7.49 Units per acre, New Ownership proceeded with the Property's acquisition. New Ownership then proceeded to further study how the Property could best be repurposed for the benefit of the entire Queensridge neighborhood.

Market Conditions and Repurposing of the Property

The time and opportunity to repurpose the Property is here and now. This urgency applies both to Estate Lot development (as evidenced by the interest expressed and offers received from numerous potential buyers) and as to Luxury Multi Family development (as evidenced by studies done by the Brookings Institute, among others, which demonstrate that the present desire is for "vibrant, compact and walkable communities.")

The repurposing of the Property is specifically detailed in the 2016 Master Plan (illustrated as Exhibits G and I through L), submitted in conjunction with this Justification Letter. The 2016 Master Plan allocates:

1. One hundred and eighty-three (183.7) acres as Estate Lots. New Ownership has chosen to build a maximum of sixty (60) home sites on this 183.7 acres, with approximately one hundred and twenty (120) acres reserved for conservation purposes. This conservation area will include approximately 7,000 additional trees, thousands of additional shrubs, grass and natural areas.

2. Sixty-seven (67.21) acres as Luxury Multi Family the development of 3,020 Units within one cohesive residential village, with a variety of Luxury Multi Family offerings, with architecture and landscaping inspired by the adjacent One Queensridge Place

Ancillary 2016 Master Plan Benefits

The approval and implementation of the 2016 Master Plan will also provide the following

1. FEMA flood plain designations will be removed from a number of properties that currently infringe into the FEMA designated flood plain with improvements such as tennis court(s), swimming pool(s), perimeter fences and landscaping. These properties include:
   a. 15 of the 16 residential lots on the south side of Orient Express neighborhood in Queensridge North.
   b. 3 residential lots and an HOA common area on Winter Palace Drive, 4 lots on Kings Gate Court and the HOA common area adjacent to Palace Court that house the two tennis courts, in Queensridge South.
2. Granting of easements to thirty-one (31) homeowner lots and two (2) HOA parcels that presently encroach on the Property.

<u>Remaining Developable Residential Units</u>

The 1990 Master Plan provides for 8,843 Units of which 5,987 Units have been built. Therefore the remaining number of units available under the 1990 Master Plan is 2,856 of which 476 have been approved (which includes vacant lots in Queensridge, Units at One Queensridge Place and Tivoli Village), leaving 2,380 available for development.

While there is one 1990 Master Plan; that Plan, and its related zoning, specified a maximum of maximum 4,247 Units available in Phase Two the number of as-built Units and approved but not yet built Units are 2,904 Units in Phase Two. Therefore, taken on its own, this leaves 1,343 Units still available for development under Phase Two.

However, at the time the 1990 Master Plan was approved and the 4,247 Unit count in Phase Two was designated, there was no expressed intent that the total number of Allowable Units under the 1990 Master Plan were to be reduced. Therefore, while Phase Two, taken alone, would suggest that an additional 1,737 Units would be required for the implementation of the 2016 Master Plan, the actual number of additional Units still allowable under the 1990 Master Plan, taken as a whole, would remain at 2,380 Units. Consequently, the implementation of the 2016 Master Plan would still require only an additional 700 Units as referenced in the paragraph above.

In calculating further available Units available for construction, consideration must be given to the 184 acres zoned RPD-7 under the 1990 Master Plan but designated as Golf Course Drainage. While the 184 acres are not necessarily planned for residential development under the 1990 Master Plan, its subsequent zoning to RPD-7 cannot be ignored. Therefore, in addition to the 1,343 Units presently available for construction under Phase Two, alone; an additional 1,378 Units (184 acres @ 7.49 Units per acre) are available for construction. This represents a total available Unit count of 2,721 or just 359 additional Units required for the implementation of the 2016 Master Plan.

Separate and apart, the Queensridge CC&R's provide for a maximum of 3,000 units on the

180 Land Co LLC, Seventy Acres LLC and Fore Stars Ltd.
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Annexable Property of which 1,355 Units have been built leaving 1,645 Units available for development. Add to that are the 1,378 Units on the Property (184 acres zoned R-PD7 @ 7.49 Units per acre) that the CC&R's state as, "not part of the Annexable Property." In total 3,023 Units are available for development.

All of the above compares favorably to the 3,080 units requested on the repurposed Property.

Community Investment

Applicants project that the 2016 Master Plan repurposed uses will result in an approximately $1.5 billion investment into the Property. Additionally, the residential will provide desired housing for those who work, or otherwise choose to live, in this prime and ever-expanding area of the City of Las Vegas. It will provide the much needed increased "rooftops" to support economic growth and the neighborhood's existing and future commercial developments, all of which benefit existing residents. In addition, these new inhabitants represent a buyer pool for the existing residences in the community.

With the opening of "Downtown Summerlin" just two miles away from the Property in Clark County, the already challenged retail and restaurant operations in the trade area are experiencing even greater challenges. In fact, over 500,000 square feet of vacant commercial space presently exists. By increasing the adjacent consumer base, through additional rooftops, the 2016 Master Plan will provide the necessary support for the businesses and shopping centers in the trade area. This will include but not be limited to drawing tenants filling vacant storefronts, adding permanent, temporary, full-time and part-time employment opportunities and increasing tax revenue, all as outlined in the Economic and Fiscal Benefits Study prepared by Mr. John Restrepo included as part of the 2016 Master Plan.

Additional justifications are contained in the Justification Letter relating to the General Plan Amendments and Zone Change requests filed concurrent with this Major Modification.

Yours truly,

180 Land Co LLC, Seventy Acres LLC and Fore Stars Ltd.
Nevada limited liability companies

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

By: _____
Name: Yohan Lowie
Its: Manager
Date: 2/26/16

PRJ-63491
02/29/16

**MOD-63600**

# PECCOLE RANCH MASTER PLAN

2016 Peccole Ranch Master Plan -
Major Modification of 1990 Peccole Ranch Master Plan

PREPARED FOR and BY:

180 Acres LLC, Seventy Acres LLC
and Fore Stars Ltd
1215 S. Ft. Apache Rd., Suite #120,
Las Vegas, NV 89117

(Collectively, "Applicants")

GCW Engineering
1555 S. Rainbow Blvd.
Las Vegas, NV 89146

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1980 Festival Plaza Drive, Suite. 650
Las Vegas, NV 89135-2958

February 23, 2016

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## PECCOLE RANCH MASTER PLAN

Section 1 - Introduction

In early 1990, the 1,569.6 acre proposed 1990 Peccole Ranch Master Plan was submitted to the City of Las Vegas for:

- the approval of an Amendment to the 1989 overall Conceptual Peccole Ranch Master Plan; and
- the rezoning of the 996.4 acres in Phase Two of the Peccole Ranch Master Plan to zoning designations of R-PD7, R-3, and C-1.

The narrative in the 1990 *Proposed* Peccole Ranch Master Plan described the intent of that Plan and compared the 1990 *Proposed* Peccole Ranch Master Plan with the *previously approved* 1989 Peccole Ranch Master Plan (hereinafter "1989 Master Plan"). This narrative clearly referenced that the 1990 *Proposed* Peccole Ranch Master Plan was intended to be "Conceptual" in nature. This reference certainly was in keeping with how the Peccole Ranch Master Plan has been implemented over the past 26 years; as there are very significant variances from what was proposed to be built in the 1990 *Approved* Peccole Ranch Master Plan (hereinafter "1990 Master Plan") and what was actually built.

The 1990 Master Plan was last updated with Las Vegas City Council approval on April 4, 1990. All subsequent development was approved and conducted without amendments to the 1990 Master Plan, notwithstanding non-conformity to the 1990 Master Plan. This 2016 Proposed Peccole Ranch Master Plan (hereinafter "2016 Master Plan") represents a Major Modification to the 1990 Master Plan. As requested by the City of Las Vegas, this Major Modification reflects development under the 1990 Master Plan as it was actually built including for the 250.92 acres on which the golf course is currently operated. This 250.92 acres is hereinafter referred to as "Property". This Major Modification also reflects the repurposed uses sought by Applicants on the Property as follows:

- 183.71 acres: This 183.71 acres coming partially from each the 253.07 acres designated as "Golf Course/Open Space/Drainage" and 729.49 acres designated "Single- Family" in the 1990 Master Plan, are redesignated as "Estate Lots" in this 2016 Master Plan.
    - However, Applicants have chosen to provide <u>a maximum of only 60 home sites on this entire 183.71 acres;</u> with approximately 120 acres reserved for conservation purposes. (It is important to note that this reduction in permitted density from the already existing R-PD7 zoning, up to 7.49 Units per acre, is entirely voluntary and is not for the purpose of satisfying any City imposed open space requirement or otherwise serve in any regard as a "quid pro quo".)
- 67.21 acres: This 67.21 acres coming partially from each the 253.07 acres designated as "Golf Course/Open Space/Drainage" and 729.49 acres designated "Single- Family" in the 1990

Master Plan, are redesignated as "Luxury Multi Family" in the 2016 Master Plan allowing a total of 3020 Luxury Multi Family Units.

By approval of this Major Modification, the 2016 Master Plan will reflect the as-built condition of the Master Planned property and, as noted above, the repurposed uses on the Property.

The 1989 Master Plan (**Exhibit A**) which was approved by the City of Las Vegas on February 15, 1989 comprised 1,716.3 acres. The 1990 Master Plan (**Exhibit B**) illustrated a reduction in the 1,716.3 acreage due to the elimination since the 1989 Master Plan of a previously included Multi-Family parcel and several neighborhood commercial/office parcels totaling 83.9 acres. (These parcels lay on both the north and south sides of Charleston Boulevard between Rampart Boulevard and Durango Drive.). The 10.9 acre water storage parcel owned and managed by the Las Vegas Valley Water District was also removed since the 1989 Master Plan. Another 51.84 acres with various land uses, some relating to the right of ways associated with the aforementioned land removed, were also removed since the 1989 Master Plan. Consequently, the 1990 Master Plan comprised 1,569.6 acres with 573.2 acres in Phase One and 996.4 acres in Phase Two.

*The 1990 Master Plan noted that:*

*"The Peccole Ranch Master Plan is located within the northwest and southwest growth areas of the Las Vegas Metropolitan Area (**Exhibit C**), and has an excellent time-distance relationship to surrounding support services, employment centers, and transportation network including McCarran International Airport. This particular area of the Valley has been experiencing a rapid growth rate as demonstrated by these developments occurring in the Peccole Ranch vicinity.... Planning efforts for planned communities promote viable growth, compatibility with adjacent uses, and a commitment to quality. It is this trend that became the basis of a Plan that would maintain flexibility to accommodate future market changes. The Plan is conceptual in nature to allow detailed planning at the time of development. In this way the lifestyles of the anticipated population can be met".* (Emphasis added)

The above statements were in fact, necessary and appropriate in 1990 and are even more necessary and appropriate today. The 1990 Master Plan was specifically intended, designed and drafted to, "maintain flexibility to accommodate future market changes" with a clear recognition that, "The Plan is conceptual in nature to allow detailed planning at the time of development." In fact, the developer under the 1990 Master Plan went to great lengths to both maintain and protect maximum flexibility for development purposes. This flexibility is evidenced, in particular, by the fact that the developer, while creating a golf course use on the property, nevertheless insisted that this same golf course property continually retain its R-PD7 zoning classification (**Exhibit D**), and that the development potential of this golf course property be disclosed, so that if and when changing market or other conditions necessitated it, the Property could be developed with, among other things, already permitted residential use.

To further evidence this flexibility of purpose, and as can be seen in **Exhibits E-2 and F-2**, the as-built condition of the Master Plan property is *not at all* similar to either the 1989 or 1990 Approved Master Plans.

The repurposing of uses, reflected in the 2016 Master Plan, of the Property presently used

for golf course is in response to continued market changes, not the least of which is the erosion of the golf industry, an erosion from which Las Vegas is not exempt. The number of golfers in the United States has fallen from a high of nearly 30 million in 2000 to less than 22 million today. That is a reduction of over 25%. Additionally, continually escalating operating costs, the cost of water and its availability (especially in a desert community such as Las Vegas), dramatic reduction in revenues and a significant demand/supply imbalance have rendered many golf courses simply financially unsustainable and/or terribly underperforming. Nationally, golf course closures, 732 in the last 4 years, 1503 in the last ten years (*and 234 closures in 2015, alone*), with more closures planned or anticipated over the next several years, has necessitated golf course land owners and local jurisdictions to come together with respect to the repurposing of what was once golf course land.

The previously approved 1989 and 1990 Peccole Ranch Master Plans incorporated office, neighborhood commercial, a nursing home, and a mixed use village center around a strong residential base in a cohesive manner. A destination resort-casino, commercial/ office and commercial center were approved in the most northern portion of the project area. Special attention was given to the compatibility of neighboring uses for smooth transitioning, circulation patterns, convenience and aesthetics. The vision and goal of those Master Plans continues with this 2016 Master Plan.

Also of importance to the 2016 Master Plan is the nearby and conveniently located transportation network, consisting of "freeways" such as I-215, US-95 and the Summerlin Parkway and major section lines roadways, including Durango Drive, Charleston Boulevard, Sahara Avenue, Rampart Boulevard, Hualapai Way and Town Center Drive. All of these freeways and roadways are designed to carry elevated amounts of traffic volumes, including the traffic that will result from the repurposed uses under this 2016 Master Plan. A traffic study to address traffic considerations is being prepared and will be submitted to the City in support of this Major Modification.

In 1989 and again in 1990, The Peccole Ranch Master Plan was designed to benefit the current and long range needs of the Las Vegas Metropolitan Area. The same is true of this 2016 Master Plan. Overall project character and identity of the Property now proposed to be developed as outlined in this 2016 Master Plan will continue to reflect the highest standards of quality as demonstrated by the many adjacent and nearby developments built by affiliated companies of the Applicants. Such development includes the building of: (i) forty (40) very high end estate homes, built in Queensridge North and South, representing nearly 40% of all estate homes in Queensridge North and South, (ii) the towers at One Queensridge Place, (iii) Tivoli Village, (iv) Fort Apache Commons and (v) Sahara Center, *all built upon Peccole Ranch Master Plan properties.*

Section II - 2016 Master Plan Compared to 1990 Master Plan

This 2016 Master Plan (**Exhibit G**) is an amendment to the 1990 Master Plan which was approved by the City of Las Vegas on April 4, 1990. As shown by the as-built, and as reflected in the **Exhibit F-2** overlay, the differences between the two Plans are very extensive and include:

1. Seventy-eight (78) Single-Family lots and four (4) common area lots (or portions thereof) in Phase Two were built on land designated for Golf Course/Open Space/Drainage.

2. An additional nine (9) holes of golf course, on approximately 70 acres, were not contemplated at the time of the 1990 Master Plan, but were ultimately constructed upon property designated Single-Family and zoned RPD-7.

3. One hundred forty-one (141) acres of golf course were built on land not designated as Golf Course/Open Space/Drainage.

4. Dozens of Single Family residences in Phase One were constructed in areas designated Golf Course/Open Space/Drainage.

5. A mixed-use commercial development was constructed at the southwest corner of Charleston Boulevard and Fort Apache Road on a parcel that was designated as a Nursing Home.

6. Single-Family developments were constructed on the 19.7 acre site designated as a Schools.

7. Single-Family developments were constructed at the northwest corner of Durango Drive and Alta Drive on 63.44 acres designated as Commercial Center.

8. The 19 acre designated Commercial parcel at the northeast corner of Charleston Boulevard and Hualapai Way has been built out as Single-Family residential.

9. The 32 acre designated Multi-Family parcel at the northwest corner of Charleston Boulevard and Apple Drive has been built out as Single-Family residential.

10. The as-built location of Alta Drive bears no resemblance at all with its designated Right-of-Way use location.

Section III - Residential

The entirety of the Property presently used as golf course (except for 4.5 acres zoned PD) is zoned R-PD7 as reflected in Clark County Records and as confirmed in City of Las Vegas Zoning Verification Letter dated December 30, 2014 (**Exhibit H**). By approval of this 2016 Master Plan (Major Modification), the additional zoning designations of R-E and R-4 will be added to be consistent with the planned development of the Estate Lots and Luxury Multi Family.

The demand for housing remains strong in the Peccole Ranch Master Plan area; reflecting the continued volume of in-migration to the Las Vegas Valley and internal population growth. The repurposed designations of the above Property are based upon market conditions and the continuing market demand for extremely high end Estate Lots/custom homes as well as Luxury Multi Family homes, both of which are reflected as part of this 2016 Master Plan.

**Exhibits J-1 and J-2** reflect the repurposed land uses and Development Areas of the Property.

In particular, the 183.71 acres is devoted to very large Estate Lot development. **Exhibits K-1 and K-2** illustrate, by way of example an area between Orient Express Court and Winter Palace Drive that shows its current status compared to a conceptual rendering of its enhancement with the repurposing of the Property. Other portions of the 183.71 acres will have enhancements and open space commensurate with their lot sizes. These Estate Lots range in size from a *minimum* of one acre to *over* 5 acres. The *smallest lots* proposed under this 2016 Master Plan for these 183.71 acres, with only a couple of exceptions, are larger than the *largest lots* existing in Queensridge. These Estate Lots are one of a kind, representing a rare concentration of extremely large Estate Lots with quality design, construction and landscape guidelines in one Association, producing an unparalleled, luxury residential development.

Each Estate Lot to be developed will have a limited developable area. This means that the portion of the lot that is developed with footprints of the main residence and ancillary structures, (hereinafter "home site") will be limited as follows: The developable area for a home site on a one (1) acre lot will be limited to a maximum of 50% of the total lot or one-half (1/2) acre of the one acre lot. The developable area for a home site on a three (3) acre lot will be limited to a maximum of 33% of the total lot or one (1) acre of the three acre lot. The developable area for a home site on a five (5) acre lot will be limited to a maximum of 25% of the total lot or 1.25 acres of the 5 acre lot. Lots over 5 acres shall have a maximum developable area of 25% of the total lot. Home sites on lots not enumerated herein will be correspondingly sized. Lots smaller than one and one half (1 ½) acres may have a pool and its related structures, as well as hardscape, constructed outside the home site.

In addition to each Estate Lot having a limited developable area, each Estate Lot will also have enhanced landscaping, which may consist of large areas of both grass and/or artificial turf; with an abundance of trees planted throughout, and on the borders of, each Estate Lot. Water retention areas may be utilized on many of the larger lots, subject to appropriate governmental approval. A walking trail system throughout, or perhaps adjacent to, these 183.71 acres, that could have connectivity to Queensridge North and Queensridge South existing roadways and parks, could become part of this 2016 Master Plan (if and to the extent approved by the Queensridge Master Homeowner Association). **Exhibit J-1** shows in dark green the area to be developed with the large Estate Lots; again, ranging in size from a minimum of 1 acre to over 5 acres *and limited to a maximum of 60 home sites.* It is intended that the entirety of the 183.71 acres will be designated in the General Plan as Desert Rural Density Residential (DR) and zoned Residence Estates District (R-E).

Additionally, with the support and approval by the Queensridge Master Homeowner Association, and upon the implementation of the 2016 Master Plan, the approximate 4 acre and 1 acre sites, located near the Queensridge South and Queensridge North entrances, respectively, will be developed with enhanced park areas for the use and enjoyment of the respective Queensridge neighborhoods.

Finally, as part of the development of these large Estate Lots (and as described in more detail in the "Drainage" section below), box culverts will be put in place to carry the flows presently handled by open flow channels. An ancillary, yet very important, benefit to the Queensridge community from the placement of these box culverts is that the security of the community will be enhanced as these box culverts will eliminate the underpasses which operate as one of the ways a

variety of unauthorized and unwelcome people presently access the Property.

The 67.21 acres (consisting of 65.08 and 2.13 acres) shown in yellow on **Exhibit J-1** represent the area to be developed with Luxury Multi Family homes. This Luxury Multi Family development will be done in three Development Areas, with the first area consisting of the development of 720 Luxury Multi Family Units on the southwest corner of Rampart Boulevard and Alta Drive, specifically located on 17.49 acres and legally described as assessor parcel number 138-32-301-005 (**Exhibit J-2**, light green).

The balance of these 67.21 acres, that is, the 49.72 remaining acres, will be built out over time, as the second and third Development Areas and as market conditions permit, with a variety of Luxury Multi Family offerings.

The second Development Area is the approximately 20.69 acres that lie to the southwest of the aforementioned 17.49 acres (**Exhibit J-2**, yellow). Present development plans contemplate a combination of 4 to 6 story Luxury Multi Family offerings and 3 buildings similar in height to the adjacent One Queensridge Place, approved third tower. Again, the time frame for actual development is dependent on market conditions.

The third Development Area is the approximately 29.03 acres nearest to the east side of the aforementioned 183.71 acre Estate Lot development (**Exhibit J-2**, orange). Development of Luxury Multi Family homes in this area will be limited to 4 stories; and as noted above, the time frame for actual development is dependent on market conditions.

Much of the planned Luxury Multi Family development in these 67.21 acres is located near or adjacent to the presently existing (and substantial) commercial and multi-family developments along the Rampart Boulevard corridor.

As part of this proposed Luxury Multi Family development, a roadway will be constructed through the 67.21 acres, connecting Alta Drive and Rampart Boulevard. This roadway will provide an alternative route to traffic that would otherwise use the Rampart Boulevard and Alta Drive intersection. It is clearly anticipated that this roadway would be used significantly by residents in these newly proposed Luxury Multi Family developments.

As with the 183.71 acre Estate Lot development, this 67.21 acre Luxury Multi Family development, in addition to having a variety of Luxury Multi Family offerings, will be provided with enhanced landscaping which will consist of large areas of both grass and/or artificial turf, with an abundance of trees planted throughout the site. Substantial open space, park areas, fitness rooms, pools, recreation areas and walking paths will also be provided to varying degrees throughout the 67.21 acres. There will be special emphasis on providing both enhanced landscape buffers and increased setbacks adjacent to any presently existing Single-Family and Multi-Family residences. A block wall, no less than 10 feet in height, will serve to separate the 67.21 acres from the 183.71 acres; with gated access being provided to Estate Lots within the 183.71 acres. It is intended that 67.21 acres will be designated in the General Plan as Residential High (H) and zoned High Density Residential District (R-4).

Attached (**Exhibit M-1**) is a report prepared by the Urban Land Institute entitled, "Higher Density Development—Myths and Facts". This report addresses multi-family development and

its misconceptions—and perceived impacts—on a community. The findings in that report are very helpful in determining just how limited the effects are on nearby and adjacent neighborhoods from properly planned and properly executed multi-family development.

The time and opportunity to repurpose the Property is here and now. This urgency applies both to Estate Lot development (as evidenced in part, by the interest expressed and offers received from numerous potential buyers) and as to Luxury Multi Family development (as evidenced by studies done by the Brookings Institute (**Exhibit M-2**), among others, which demonstrate that the present desire is for "vibrant, compact and walkable communities.")

Section IV – Residential Development Standards

The Residential Development Standards set forth herein, **(Exhibit U)** applies to the Property only; and with regard to the Property specifically replaces and supersedes the design criteria set forth in both 19.06.060 and 19.06.120 of the Las Vegas Municipal Code. To the extent there is a conflict between the Las Vegas Municipal Code and the Development Agreement, the Development Standards set forth herein and in the Development Agreement shall govern.

Section V - Commercial/Office

The Peccole Ranch Master Plan area, as well as a number of adjacent and nearby properties, offers very significant amounts of commercial. Some of this commercial is built out and operating. Other commercial is built out but vacant or is under-performing. Still other commercial has been approved but has not yet been built. The fact is that in order to have any real chance at success, commercial in this area, whether it is already built, or approved but not yet built, must be supported by nearby residential development. It is also a fact that nearby commercial operates as a significant convenience and benefit to nearby residents. Consequently, to be successful, commercial and residential must work together and there must be adequate amounts of each to serve the other.

High intensity uses such as commercial and office, with their attendant employment opportunities, are incorporated into the commercial/office and neighborhood commercial areas in The Peccole Ranch Master Plan area. With respect to this trade area there are, specifically, and representing some of the millions of square feet of commercial/office development included in the Peccole Ranch Master Plan area.

- The retail uses in the Sahara Center at the northeast corner of Sahara Avenue and Hualapai Way,
- The retail and restaurant at the Hualapai Commons at the southeast corner of Charleston Boulevard and Hualapai Way,
- The retail and restaurant uses at the Rampart Commons at the northwest corner of Charleston Boulevard and Rampart Boulevard,

- The office complex at Sir Williams Court at the northwest corner of Rampart Boulevard and Sir Williams Court,
- The mixed use development at Tivoli Village at the northeast corner of Rampart Boulevard and Alta Drive,
- The retail and restaurants at the northern portion of Boca Park located near the southeast corner of Alta Drive and Rampart Boulevard;
- The office complex and preschool at the northeast corner of Hualapai Way and Alta Drive.
- The Fort Apache Commons at the southwest corner of Charleston Boulevard and Fort Apache Road.
- Village Square at the northwest corner of Sahara Avenue and Fort Apache Road; and
- A medical office at the southeast corner of Charleston Boulevard and Apple Drive.

Also, while not within the Peccole Ranch Master Plan, per se, there is a large amount of additional commercial located within the adjacent Boca Park at the northeast corner of Charleston Boulevard and Rampart Boulevard and the Crossroad Commons at the southeast corner of Charleston Boulevard and Rampart Boulevard. And all of this commercial development does not take into consideration the significant amount of commercial now existing and still planned for the new "Downtown Summerlin" just two miles away from the Peccole Ranch Master Plan area.

Also, the Peccole Ranch Master Plan area contains a 52.5 acre destination resort-casino site, being the Suncoast Hotel and Resort, which is located at the northwest intersection of Alta Drive and Rampart Boulevard. Neighborhood amenities, such as bowling alleys, movie theatres and restaurants are provided as part of the Suncoast Hotel and Resort. In addition, the immediate area provides significant other amenities at both the J.W. Marriott/Rampart Casino and the Red Rock Hotel & Casino. These hotel/resorts will benefit as well from the additional residential development planned in the 2016 Master Plan.

The bottom line is that, as evidenced from the above, there is substantial commercial both already built and planned to be built in and around the area of the Peccole Ranch Master Plan; and this commercial must have nearby residential in order to remain, or become, successful.

The 1990 Master Plan provided for 237 acres of commercial. The 2016 Master Plan reflects 197 acres. This variance results from land that was planned as commercial in the 1990 Master Plan but which was actually developed as Single- Family residential. *No new destination commercial is planned as part of this Major Modification and the 2016 Master Plan.*

Section VI - Land Currently Used As Golf Course Repurposed

By virtue of this Major Modification, no golf course is provided in the 2016 Master Plan.

1 The land currently used as golf course will be repurposed as detailed in and as provided throughout this Major Modification.

2 Golfers in this area and in the Peccole Ranch community are easily served by the adjacent two eighteen hole championship courses (and a twelve hole lighted course) with their related facilities, at the Angel Park Golf Course on Rampart Boulevard, as well as by eleven additional golf courses in a 4 ½ mile radius (**Exhibit N**).

Section VII - Drainage

The flows that currently traverse through portions of the Property presently used as golf course will be incorporated into underground concrete box culverts. All drainage must comply with the Clark County Regional Flood Control District Drainage Design Manual. The design of these culverts will be subject to appropriate governmental approval from the City of Las Vegas Public Works, Clark County, Nevada, the State of Nevada and the federal government. The drainage considerations for the Property are not, in any real way, different from what was required downstream of the development of Tivoli Village, a development with which an affiliated entity of the Applicants was the developer.

The FEMA designated flood plain covers 67.23 acres of the Property (representing only 26%). The 67.23 acres contain 22.9 acres of a drainage flow line easement in favor of the City of Las Vegas. An additional 12.4 acres of such drainage easement lay outside of the FEMA designated flood plain. With the repurposing of the land currently used as golf course, concrete box culverts will replace current open flow channels.

Once these box culverts are completed and all appropriate governmental approvals have been obtained, these box culverts will be maintained by the City of Las Vegas. However, until such completion and approval, the existing open flow channels shall be maintained by Applicants who shall provide to the City, prior to the obtaining of any grading permits, a "Maintenance Plan" for the maintenance of these channels. In connection therewith, Applicants shall provide to the City of Las Vegas a maintenance bond in favor of the City of Las Vegas in the amount of two hundred fifty thousand dollars ($250,000), replacing the seventy five thousand dollar ($75,000) Maintenance Bond presently in effect.

Completion of the box culverts will result in an underground concrete drainage system from Hualapai Way and Charleston Boulevard to the northeast corner of Tivoli Village.

Section VIII - Grading

Based on studies done by Applicants' engineers, Applicants have been advised, and are confident, that the site can be balanced so that during development trucks hauling fill material either in or out of the Property will not be necessary.

Section IX - Roads/Streets

Roads /Streets sections in built areas are as-built. Roads/Streets sections on the Property and relating to the repurposed uses of the Property, will be approved as part of their respective Site Development Reviews and as provided in an approved traffic study.

Section X – Schools

No new schools sites are planned as part of this Major Modification. The 19.7 acre school site proposed in the 1990 Master Plan, was subsequently built out as Single-Family. Practical experience and actual as-built development statistics show (as supported by the Urban Land Institute report on multi-family development referenced earlier herein) that the greatest impact on schools' population comes from higher density single family residential development—not from large estate home development nor from high end multi-family development, since neither one of the foregoing typically involve large family occupancies. Consequently, the development of the Property is not contemplated to have a substantial impact on schools. Furthermore, as stated in the November 2010 Brookings Institute Report, "The Next Real Estate Boom", "85% of the new households formed between now (2010) and 2025 will be single individuals or couples with no children at home". That being said, after the approval of this Major Modification and during the course of the implementation of the 2016 Master Plan, the Applicants will continue to work with the School District to explore ways that the Applicants may be of assistance in mitigating any actual impacts that the additional residences on the Property may actually have on nearby schools.

Further, as can be seen in the Economic & Fiscal Benefits Study (**Exhibit O**), there are very real and very significant fiscal impact benefits that are realized from development under the 2016 Master Plan: and the Clark County School District is a significant beneficiary of those benefits. As the attached report shows, the estimated "One-time /Non-Recurring Tax Revenue" to be received by the School District is $30,915,000 with an estimated "Annual Recurring Tax Revenue" of $4,208,000.

Section XI - Development Plan

Development Standards and Design Guidelines for the Property will be affected pursuant to the terms and conditions of a Development Agreement which will be presented and considered as part of this 2016 Master Plan. Additionally, Applicants, as "Master Developer" under the Development Agreement must review and approve any and all site plans, landscape plans, architecture, grading and color palettes prior to submittal to the City of Las Vegas of any Site Development Reviews or other land use applications affecting the Property.

Section XII - Quality of Development

Design, Architecture, and Landscape standards will be established for the development. Covenants, Conditions and Restrictions will be established to guarantee the continued quality of development, and a Homeowner's Association will be established for the maintenance of common landscaping and open space. Separate subsidiary associations will be created within

individual development parcels to maintain the common areas within those developments. In addition to these protections, the City of Las Vegas will be able to monitor development standards through any Site Development Review process that may be required with regard to the development of the individual Luxury Multi Family components.

Section XIII - General Plan Conformance

Just as the City of Las Vegas General Plan is designed as a set of guidelines to help direct the future growth of the City, so is the 2016 Master Plan designed with an inherent flexibility to meet changing market demands at the time of actual development. Specifically, the 2016 Master Plan is in conformance with the following Las Vegas General Plan Planning Guidelines:

- Provide for an efficient, orderly and complementary variety of land uses.
- Provide for "activity centers" as a logical concentration of development in each community area of the City to encourage economic, social and physical vitality, and expand the level of services.
- Encourage the master planning of large parcels under single ownership in the growth areas of the City to ensure a desirable living environment and maximum efficiency and savings in the provision of new public facilities and services.
- Provide for the continuing development of a diverse system of open space.

In addition to the above, transportation leaders have been discussing the planning for light rail on Charleston Boulevard from downtown Las Vegas to Downtown Summerlin. Such major infrastructure elements require nodes of residential density, exactly as is being provided with the repurposing of the easterly approximately 70 acres of the Property.

Section XIV - Conclusion

The 2016 Major Modification of the 1990 Master Plan serves several important functions and delivers numerous benefits to various parties.

First of all, the 2016 Master Plan reflects the actual as-built condition of the Peccole Ranch Master Plan property. It certainly is in the best interests of the City, the Applicants and all the related property owners that what was actually built on the property be accurately shown.

Secondly, the 2016 Master Plan reflects the repurposed uses on the Property

Third, the 1990 Master Plan provides for 8,843 Units of which 5,987 Units have been built. Therefore the remaining number of Units available under the 1990 Master Plan is 2,856 of which 476 have been approved (which consists of vacant lots in Queensridge, Units at One Queensridge Place and Tivoli Village), leaving 2,380 Units available for development. This number compares favorably to the 3,080 Units provided under the 2016 Master Plan.

Fourth, after the installation of the approved drainage culverts, the FEMA flood plain designations will be removed from a number of Queensridge properties, portions of which currently infringe into the FEMA designated flood plain with improvements that include tennis court(s), swimming pool(s), perimeter fences and landscaping. These properties include (i) in Queensridge North, 15 of the 16 residential lots on the south side of Orient Express Court and (ii) in Queensridge South, 3 residential lots and a HOA common area on Winter Palace Drive, 4 lots on Kings Gate Court and the HOA common area adjacent to Palace Court that houses the two tennis courts. Obviously, those private property owners, as well as the HOA, are beneficiaries of an approved and implemented 2016 Master Plan.

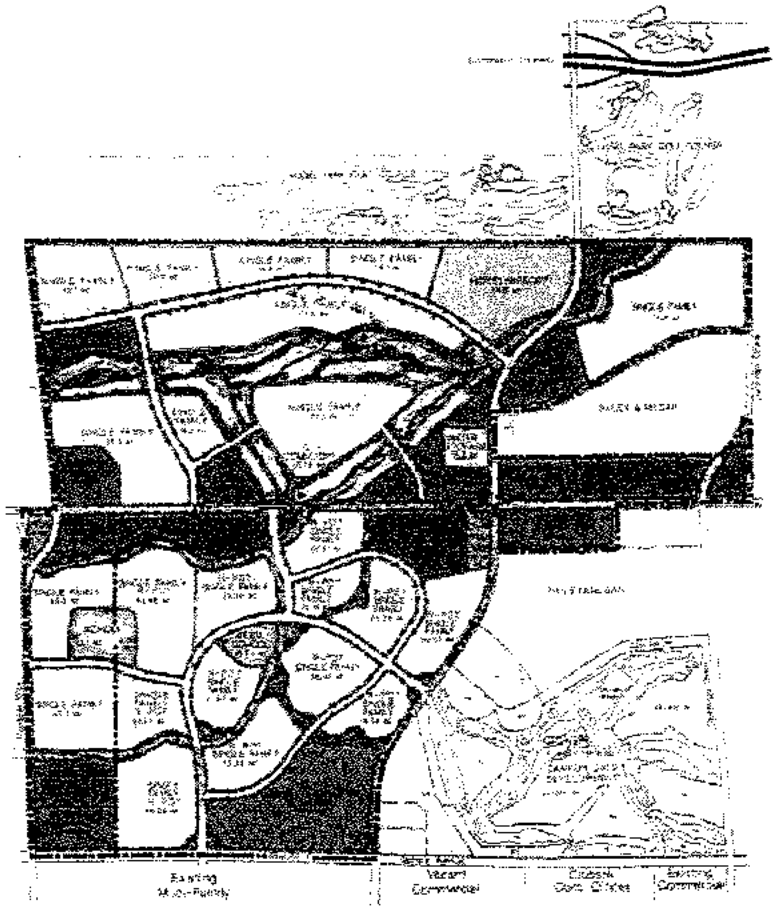
Fifth, the Clark County School District, among others is directly, significantly and continually benefited by the tax revenue realized from development under the 2016 Master Plan

Sixth, the approval of the 2016 Master Plan will permit Applicants the ability to grant easements to those thirty-one (31) private homeowners whose properties presently encroach onto the Property.

Seventh, the approval of the 2016 Master Plan will put into place significantly enhanced security measures around the Queensridge property that will benefit all of the residents of Queensridge, both North and South.

Eighth, there will be significant economic and fiscal benefits derived from the development of the Property as outlined in the study prepared by Mr. John Restrepo (**Exhibit N**).

Finally, by the approval of this Major Modification of the 1990 Master Plan, and the implementation of Major Modification through the approval of this 2016 Master Plan, the orderly and proper development of the Property can begin to be realized and then accomplished. While the elimination of the Badlands Golf Course is inevitable, its repurposing into (i) very low density, high end, multi-million dollar Estate Lot home sites with limited developable footprints, large areas of perpetually protected open space, enhanced landscaping, an abundance of trees and integrated walking trails; and (ii) Luxury Multi Family developments , with enhanced landscaping, an abundance of trees and first class amenities, will together create a community unlike anywhere else in southern Nevada; a community of varying lifestyles but one which will ensure that Queensridge/One Queensridge Place continues to be the place in the heart of the City of Las Vegas where one wants to call home.




**SITE DATA - PHASE 1**

| LAND USE | NET ACRES | NET DENSITY DU/AC | UNITS |
|---|---|---|---|
| [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] |
| PHASE 1 TOTAL | [illegible] | [illegible] | [illegible] |

**SITE DATA - FUTURE PHASES**

| LAND USE | ACRES |
|---|---|
| [illegible] | [illegible] |
| [illegible] | [illegible] |
| [illegible] | [illegible] |
| [illegible] | [illegible] |
| [illegible] | [illegible] |
| Water Storage | [illegible] |
| [illegible] | [illegible] |
| [illegible] | [illegible] |
| [illegible] | [illegible] |
| [illegible] | [illegible] |

MASTER PLAN

# Peccole Ranch Partnership

[illegible]

EXHIBIT B

EXHIBIT A
2/22/2016
1989 APPROVED
PECCOLE RANCH
MASTER PLAN

**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

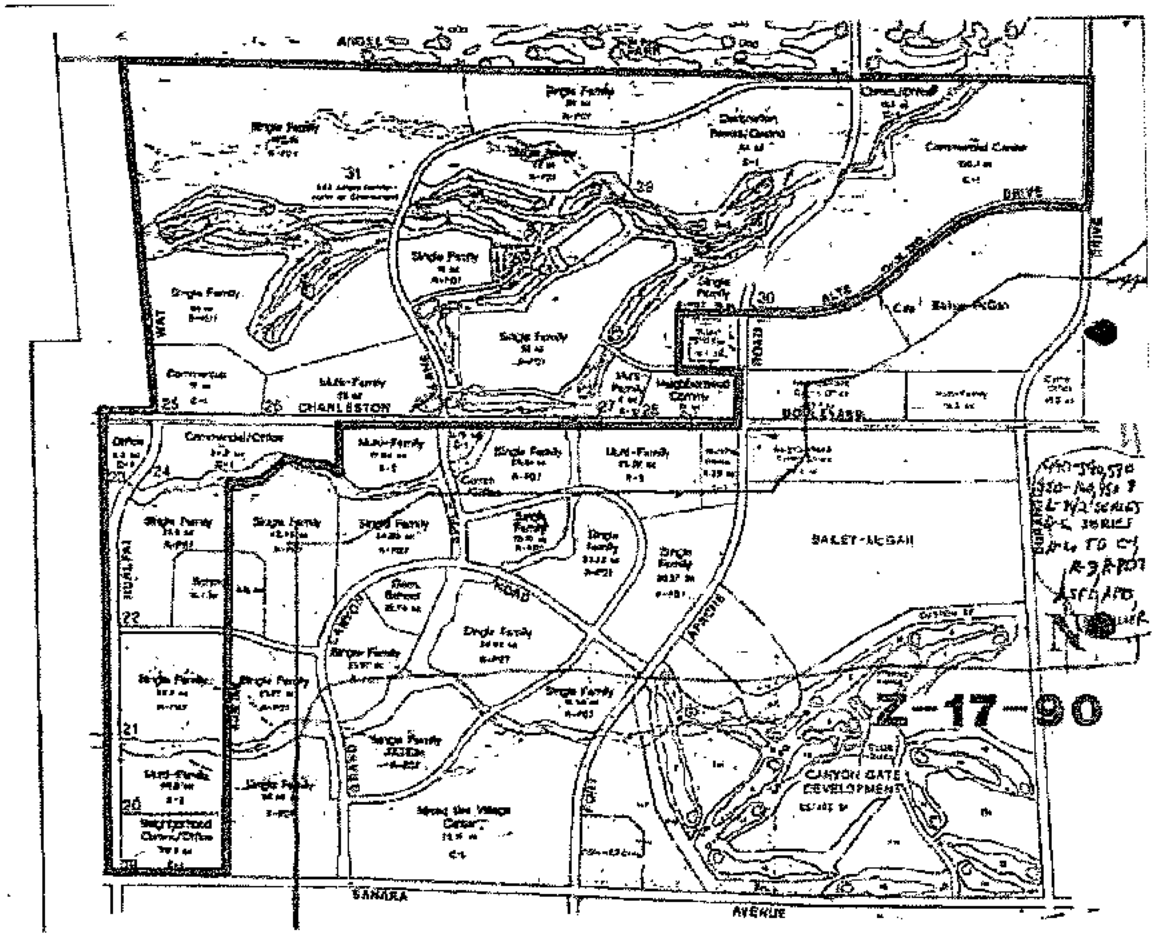
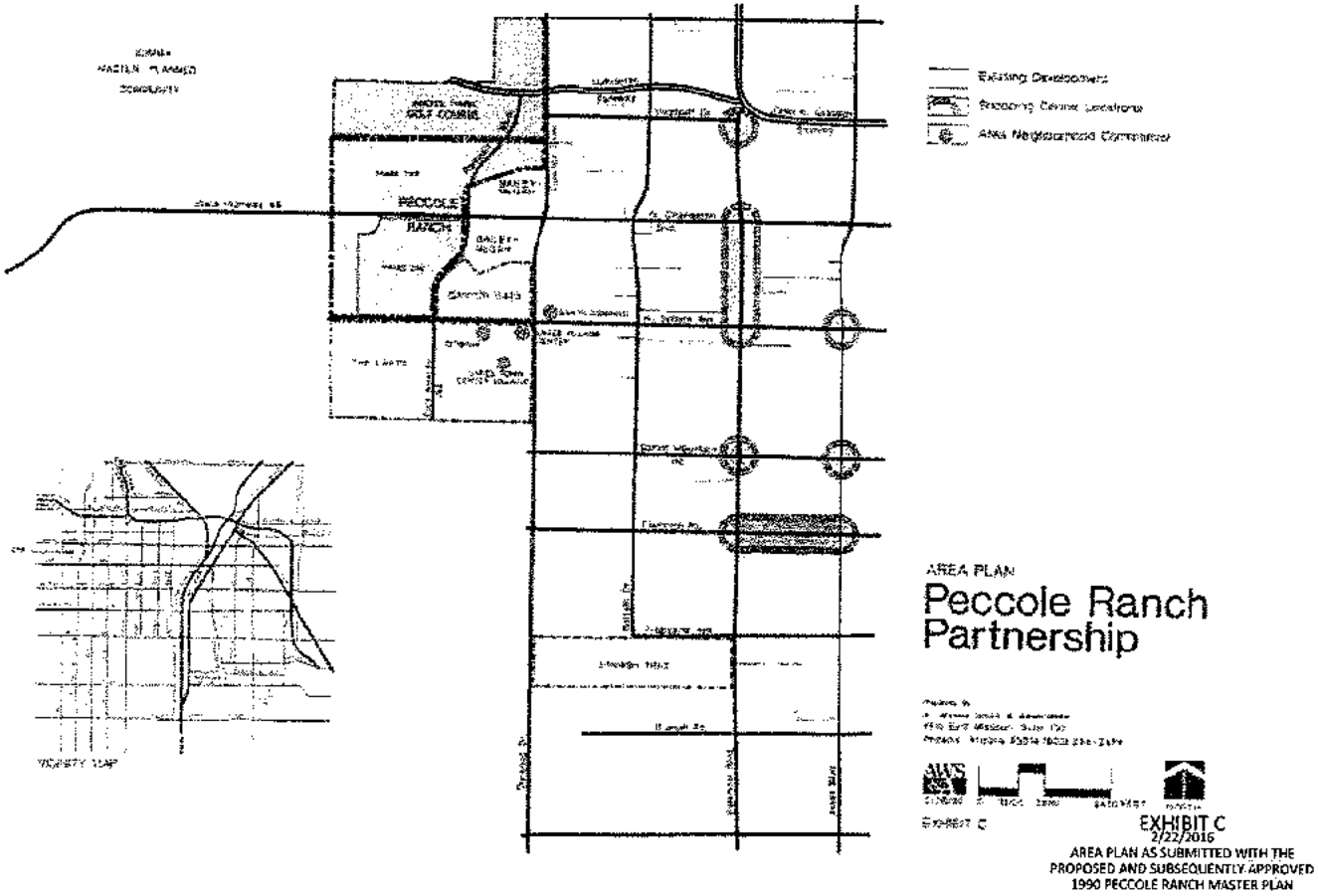
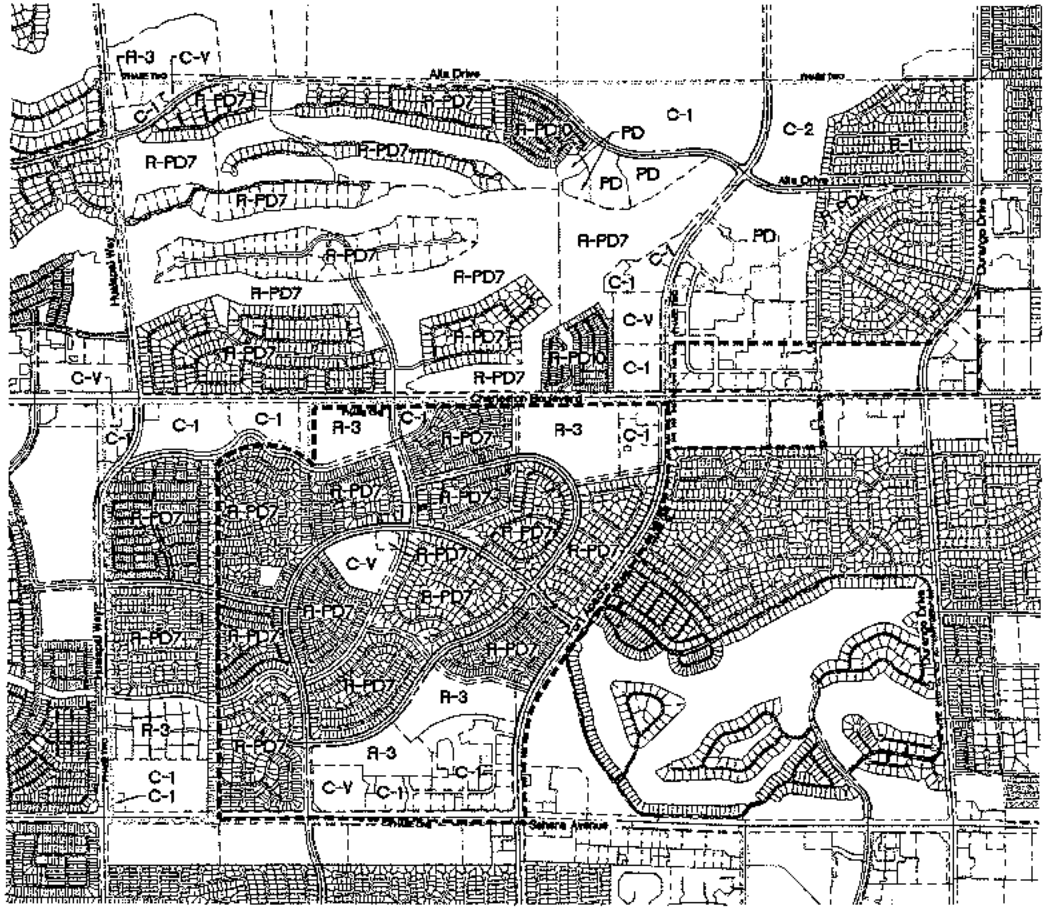


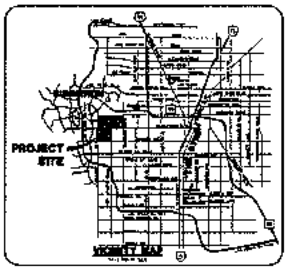

EXHIBIT B
2/22/2016
1990 APPROVED
PECCOLE RANCH
MASTER PLAN

**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**




**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**





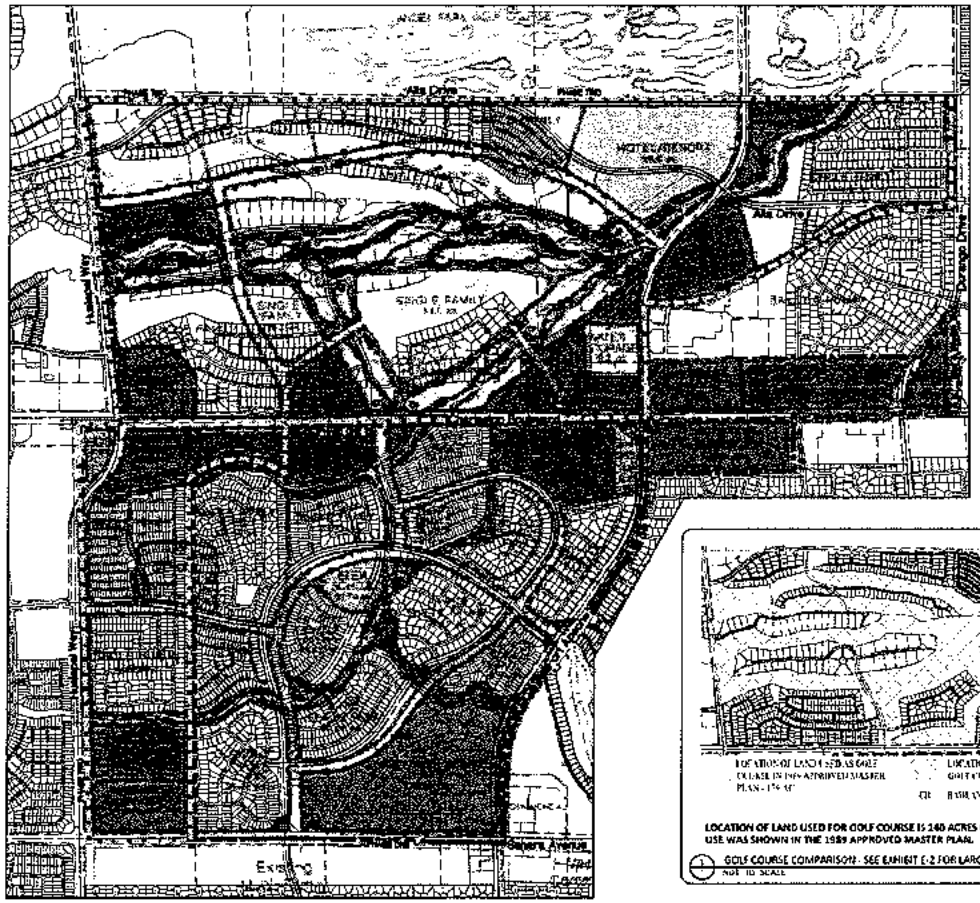
## LEGEND

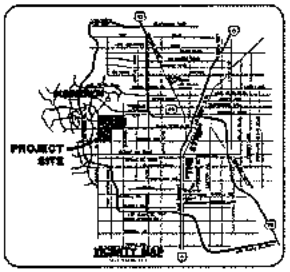
- PHASE ONE BOUNDARY
- PHASE TWO BOUNDARY
- DELETED FROM MASTER PLAN WITH 1990 AMENDMENT

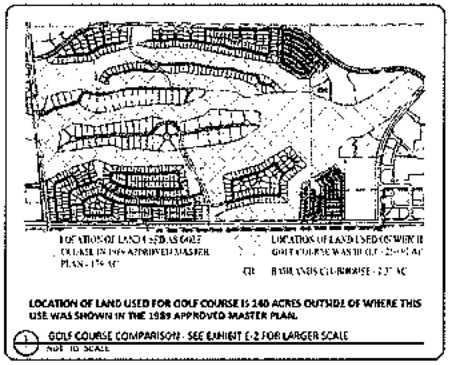
GCV ENGINEERS . SURVEYORS

EXHIBIT D
2/22/2016
PECCOLE RANCH MASTER PLAN
BOTH AS-BUILT AND
AS PRESENTLY ZONED

**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**







## LEGEND

- PHASE ONE BOUNDARY
- PHASE TWO BOUNDARY
- DELETED FROM MASTER PLAN WITH 1990 AMENDMENT

EXHIBIT E-1
2/22/2016
PECCOLE RANCH MASTER PLAN
AS-BUILT (EXHIBIT D) OVERLAYED ON THE 1989 APPROVED PECCOLE RANCH MASTER PLAN (EXHIBIT A)

**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

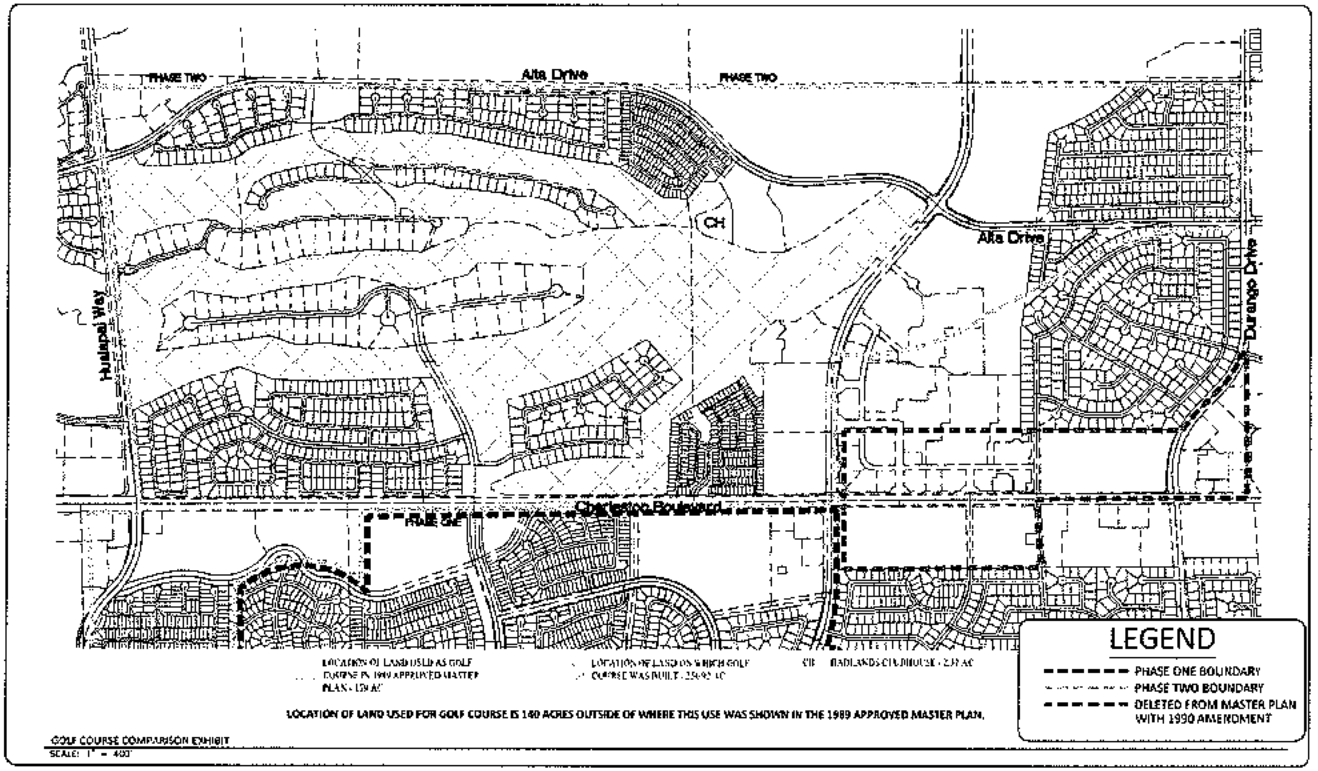



EXHIBIT E-2
2/22/2016
PECCOLE RANCH MASTER PLAN
GOLF COURSE LOCATION IN 1989
APPROVED PECCOLE RANCH MASTER PLAN
VS CURRENT LOCATION

**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

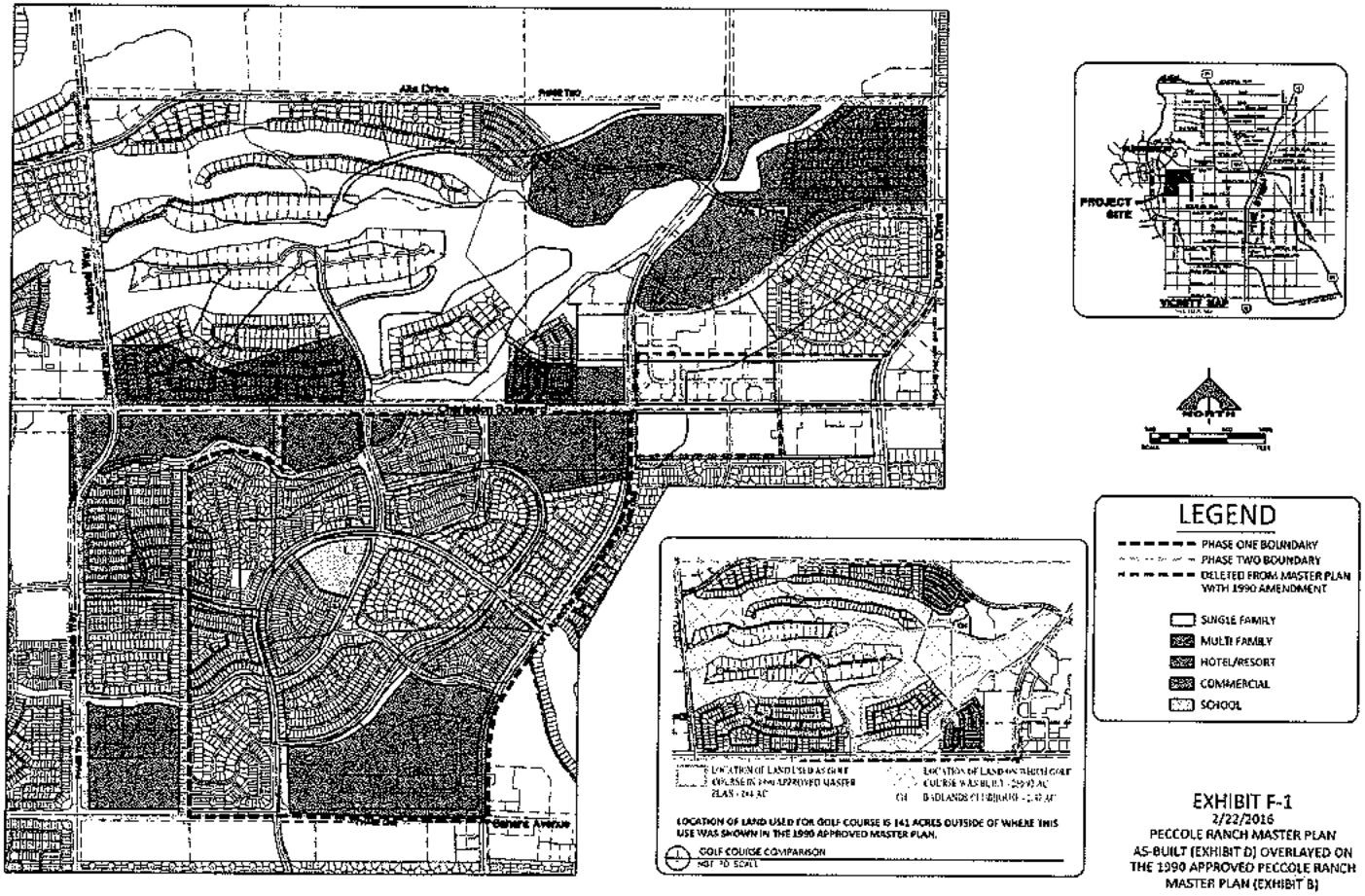



EXHIBIT F-1
2/22/2016
PECCOLE RANCH MASTER PLAN
AS-BUILT (EXHIBIT D) OVERLAYED ON THE 1990 APPROVED PECCOLE RANCH MASTER PLAN (EXHIBIT B)

**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

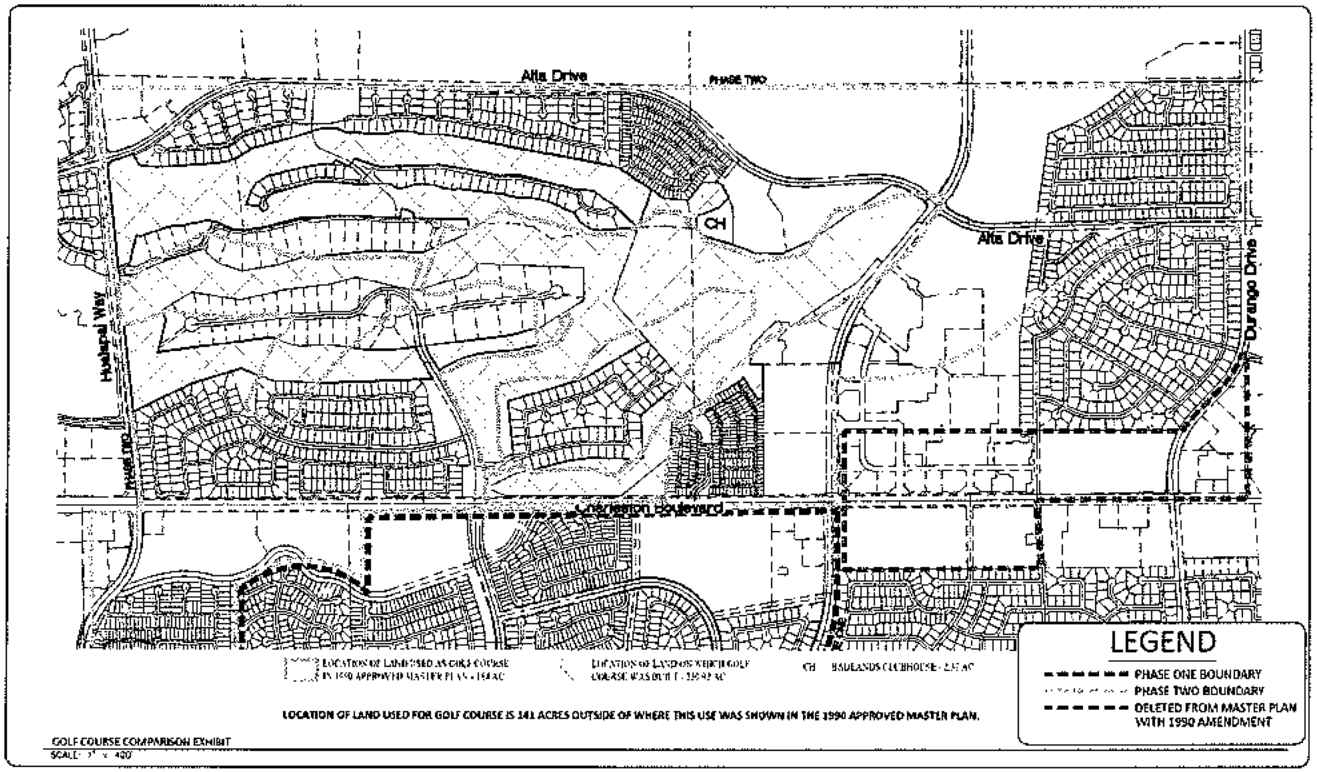
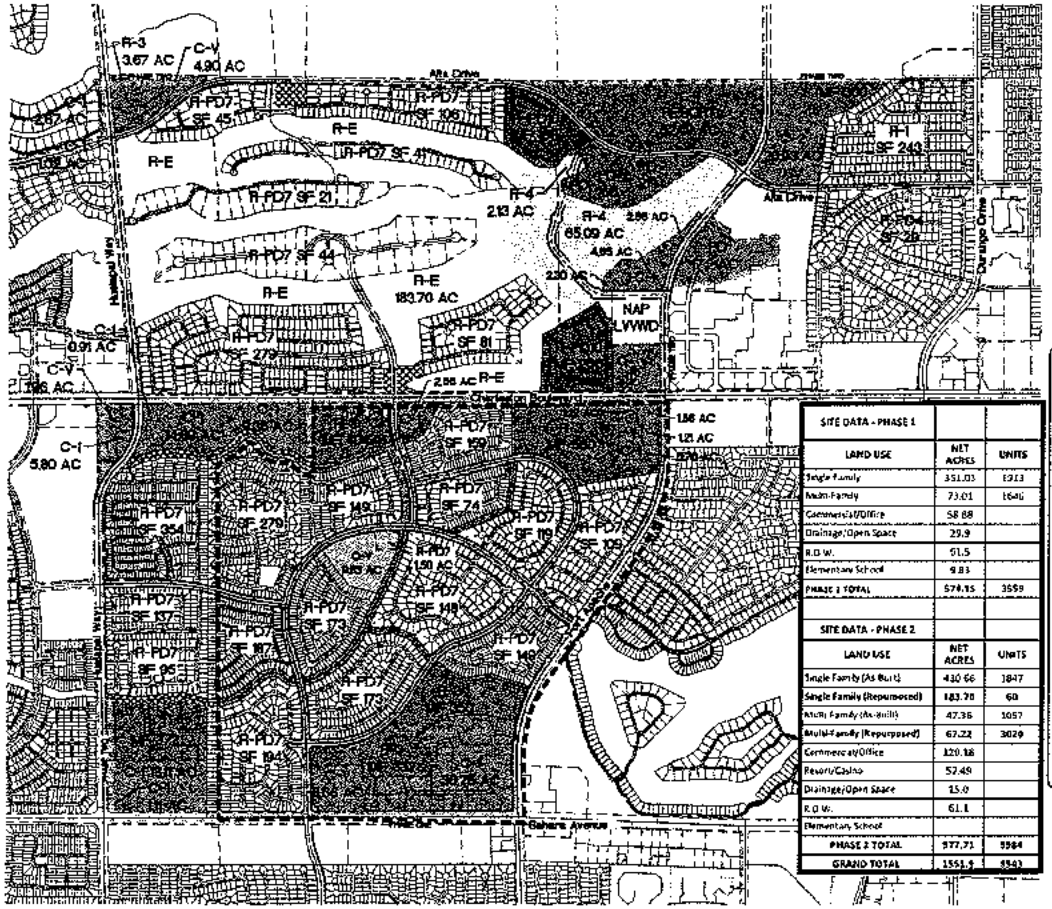



EXHIBIT F-2
2/22/2016
PECCOLE RANCH MASTER PLAN
GOLF COURSE LOCATION IN 1990
APPROVED PECCOLE RANCH MASTER PLAN
VS CURRENT LOCATON

GCV ENGINEERS SURVEYORS

**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**




| SITE DATA - PHASE 1 | | |
|---|---|---|
| LAND USE | NET ACRES | UNITS |
| Single Family | 351.03 | 1913 |
| Multi-Family | 73.01 | 1646 |
| Commercial/Office | 58.88 | |
| Drainage/Open Space | 29.9 | |
| R.O.W. | 91.5 | |
| Elementary School | 9.83 | |
| PHASE 1 TOTAL | 574.15 | 3559 |
| | | |
| SITE DATA - PHASE 2 | | |
| LAND USE | NET ACRES | UNITS |
| Single Family (As Built) | 430.66 | 1847 |
| Single Family (Repurposed) | 183.70 | 60 |
| Multi Family (As-Built) | 47.36 | 1057 |
| Multi-Family (Repurposed) | 67.22 | 3029 |
| Commercial/Office | 120.38 | |
| Resort/Casino | 57.49 | |
| Drainage/Open Space | 15.0 | |
| R.O.W. | 61.1 | |
| Elementary School | | |
| PHASE 2 TOTAL | 977.71 | 5984 |
| GRAND TOTAL | 1551.9 | 9543 |


NORTH

## LEGEND

- R-4 - 3020 UNITS - 45 DU/AC
- R-E - THE R-E ZONING ALLOWS 367 LOTS (A VERY SUBSTANTIAL DOWN ZONING FROM THE CURRENT R-PD7 WHICH @ 7.49 DU/AC ALLOWS 1376 DU's); NOTWITHSTANDING THE DEVELOPERS HAVE CHOSEN, FOR CONSERVATION PURPOSES, MINIMUM 1-ACRE LOT SIZES WITH A MAXIMUM OF 60 HOMESITES.
- EXISTING SCHOOL
- EXISTING COMMERCIAL/OFFICE
- EXISTING HOTEL/RESORT
- EXISTING MULTI-FAMILY
- EXISTING SINGLE FAMILY
- PHASE ONE DRAINAGE/OPEN SPACE
- PHASE TWO DRAINAGE/OPEN SPACE
- PHASE ONE ROW
- PHASE TWO ROW
- PHASE ONE BOUNDARY
- PHASE TWO BOUNDARY

GCV
ENGINEERS SURVEYORS

EXHIBIT G
2/22/2016
2016 MASTER PLAN
(MAJOR MODIFICATION TO 1990 MASTER PLAN)

PRJ-63491

**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

EXHIBIT H

December 30, 2014

Frank Pankratz
ENB Companies
9755 W. Charleston Blvd.
Las Vegas, NV 89117

RE: 138-31-713-002
138-31-712-004
138-31-610-002
138-31-212-002 (ZVL-57350)

Mr. Pankratz,

This letter is in response to a request for zoning verification on properties located within Las Vegas, Nevada with Assessor's Parcel Numbers of 138-31-713-002; 138-31-712-004; 138-31-610-002; and 138-31-212-002. The subject properties are zoned R-PD7 (Residential Planned Development District – 7 Units per Acre).

The R-PD District is intended to provide for flexibility and innovation in residential development, with emphasis on enhanced residential amenities, efficient utilization of open space, the separation of pedestrian and vehicular traffic, and homogeneity of land use patterns. The density allowed in the R-PD District shall be reflected by a numerical designation for that district. (Example, R-PD4 allows up to four units per gross acre.) A detailed listing of the permissible uses and all applicable requirements for the R-PD Zone are located in Title 19 ("Las Vegas Zoning Code") of the Las Vegas Municipal Code. The Las Vegas Zoning Code may be found on the City of Las Vegas website:

http://www.lasvegasnevada.gov/LawsCodes/zoning_laws.htm

The department is unable to provide you with a statement as to whether or not this property conforms to current City codes. If a use or building is nonconforming, then Title 19.14 grants certain rights to the owner, which are addressed in Sections 19.14.040 and 19.14.050 located in Title 19 ("Unified Development Code") of the Las Vegas Municipal Code. The Unified Development Code may be found on the City of Las Vegas website:

http://www.lasvegasnevada.gov/files/CLV_Unified_Development_Code.pdf

Should you wish to obtain copies of a Certificate of Occupancy or other public records related to the subject property, please contact the Las Vegas Building and Safety Department at (702) 229-6251. Information regarding City code violations on the subject property can be obtained from the Code Enforcement Division of the Building and Safety Department at (702) 229-2310.

If you have any questions concerning this matter, please contact me at (702) 229-6745.

Sincerely,

Nicole Eddowes
Planner I
Planning & Development Department

PRJ-63491
02/25/15

G

**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**


LAS VEGAS CITY COUNCIL

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DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

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FAX 702 474-0352
TTY 702 386 9108
www.lasvegasnevada.gov

EXHIBIT I

PECCOLE MASTER PLAN

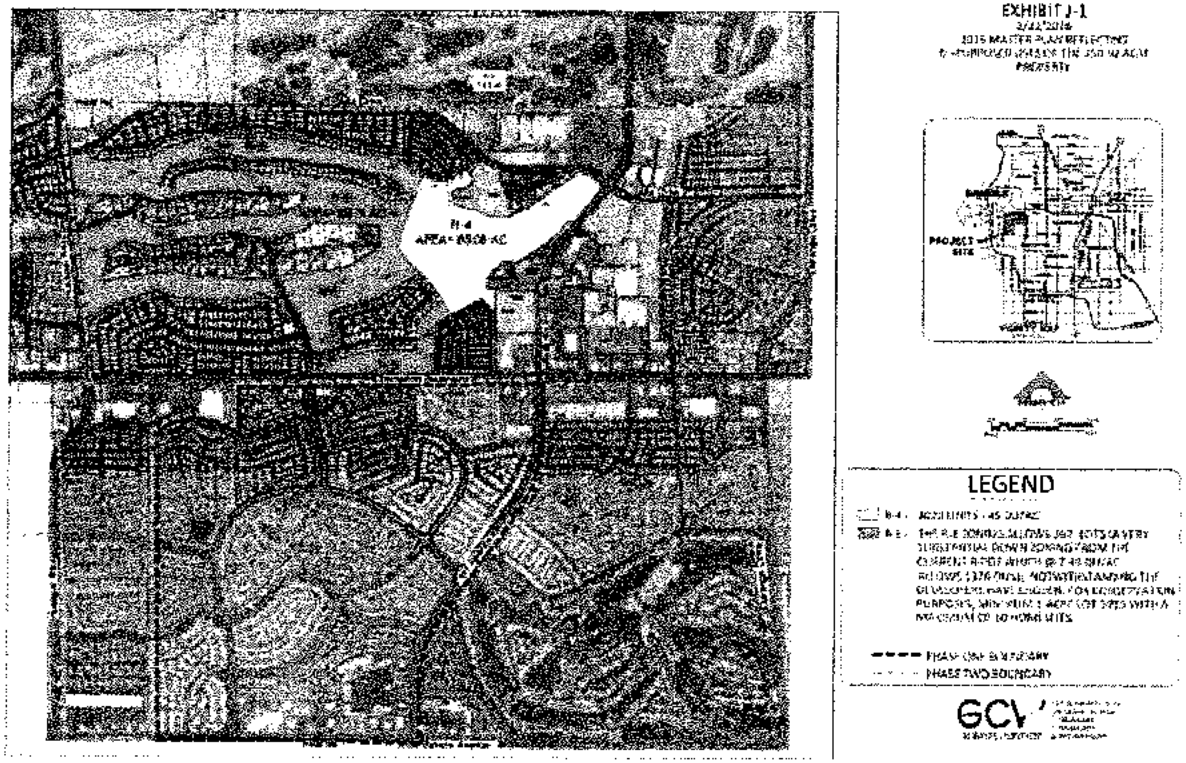
250.02 ACREAGE TABULATIONS WITH CURRENT/PROPOSED ZONING AND GENERAL PLAN DESIGNATIONS

| | SINGLE FAMILY | | | | | | MULTI FAMILY | | | | | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | CURRENT | | PROPOSED | | | | CURRENT | | PROPOSED | | |
| COMMENT | APN# | ACRES | ZONING | GENERAL PLAN DESIGNATION | ZONING | GENERAL PLAN DESIGNATION | APN# | ACRES | ZONING | GENERAL PLAN DESIGNATION | ZONING | GENERAL PLAN DESIGNATION | |
| Westerly parcel APN# 138-32-301-004 (70.52 acre parcel) | | | | | | | 138-32-301-003 (2) | 17.09 | RPD 7 | PROS | R-4 | H | 17.09 |
| Westerly parcel of APN# 138-32-301-001 (53.03 acres) - percentage ownership | | | | | | | (2) | 47.09 | RPD 7 | PROS | R-4 | H | 47.09 |
| Westerly parcel of APN# 138-32-301-005 (53.03 acres) - percentage ownership (4) | (2) | 5.94 | RPD7 | PROS | R-E | Residential | | | | | | | 5.94 |
| | 138-21-803-002 (3) | 31.26 | RPD7 | PROS | R-E | Residential | | | | | | | |
| | 138-21-702-002 (3) | 156.93 | RPD7 | PROS | R-E | Residential | | | | | | | |
| SUBTOTAL | | 193.73 | | | | | | 64.18 | | | | | 264.76 |
| Other acreage to be added | | | | | | | 138-32-302-001 (3) | 2.13 | MD | PROS | R-4 | H | 2.13 |
| TOTAL | | 193.73 | | | | | | 66.31 | | | | | 260.02 |

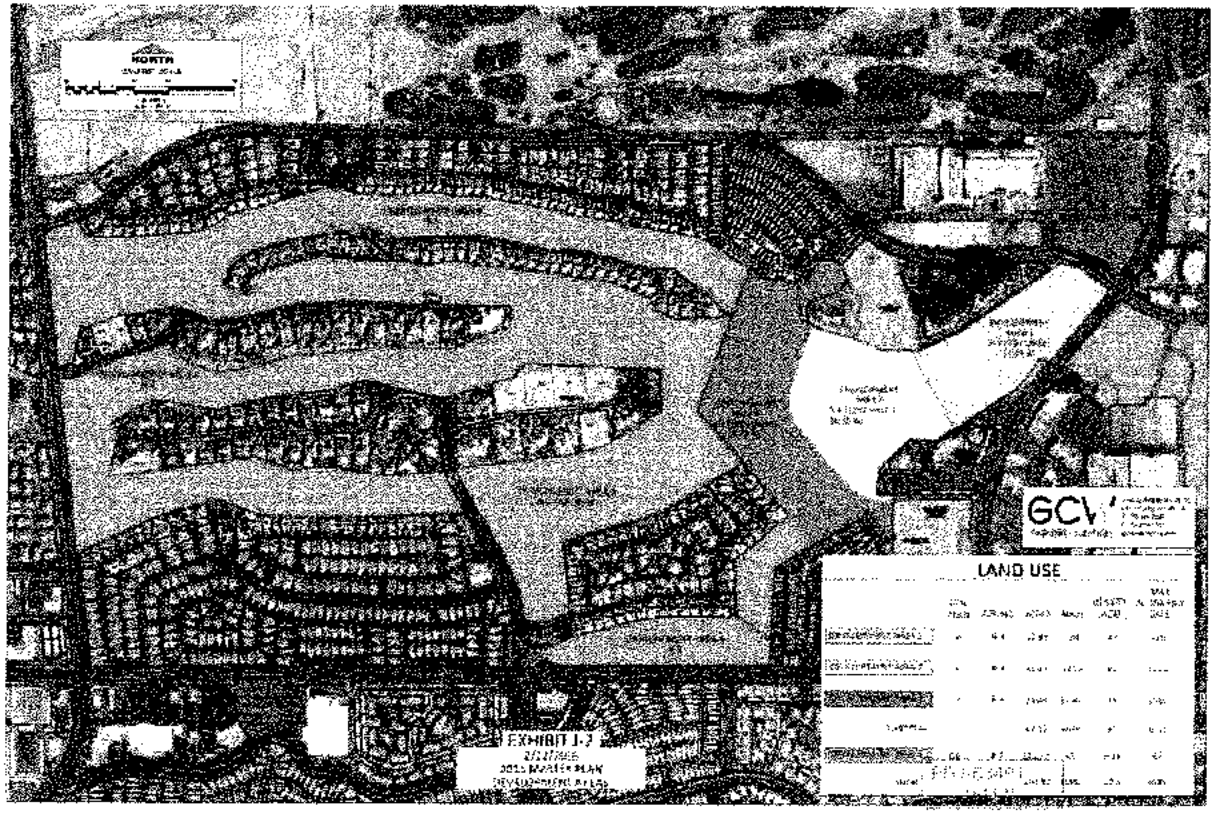
NOTES:
(1) Ownership Trillium Lands Company LLC
(2) Owned by Seventy Acres LLC
(3) Owned by Fore Stars LLC
(4) Acreage within the above 53.03 acre parcel will be transferred to the Homeowner Association and Parkway Home. Single family residential lots will be built on the single family and not part of the master plan.

PRJ-63599

# MOD-63600, GPA-63599, ZON-63601 and DIR-63602




**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**




**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

EXHIBIT K-1
02/22/2016
183.7 ACRE ESTATES:
LAND BETWEEN ORIENT EXPRESS AND
WINTER PALACE – EXISTING

## EXISTING : THE LAND BETWEEN ORIENT EXPRESS AND WINTER PALACE

# MOD-63600, GPA-63599, ZON-63601 and DIR-63602

EXHIBIT K-2
02/22/2018
183.7 ACRE ESTATES:
LAND BETWEEN ORIENT EXPRESS AND
WINTER PALACE - CONCEPTUAL
PURSUANT TO 2016 MASTER PLAN

## CONCEPT: THE LAND BETWEEN ORIENT EXPRESS AND WINTER PALACE

# MOD-63600, GPA-63599, ZON-63601 and DIR-63602

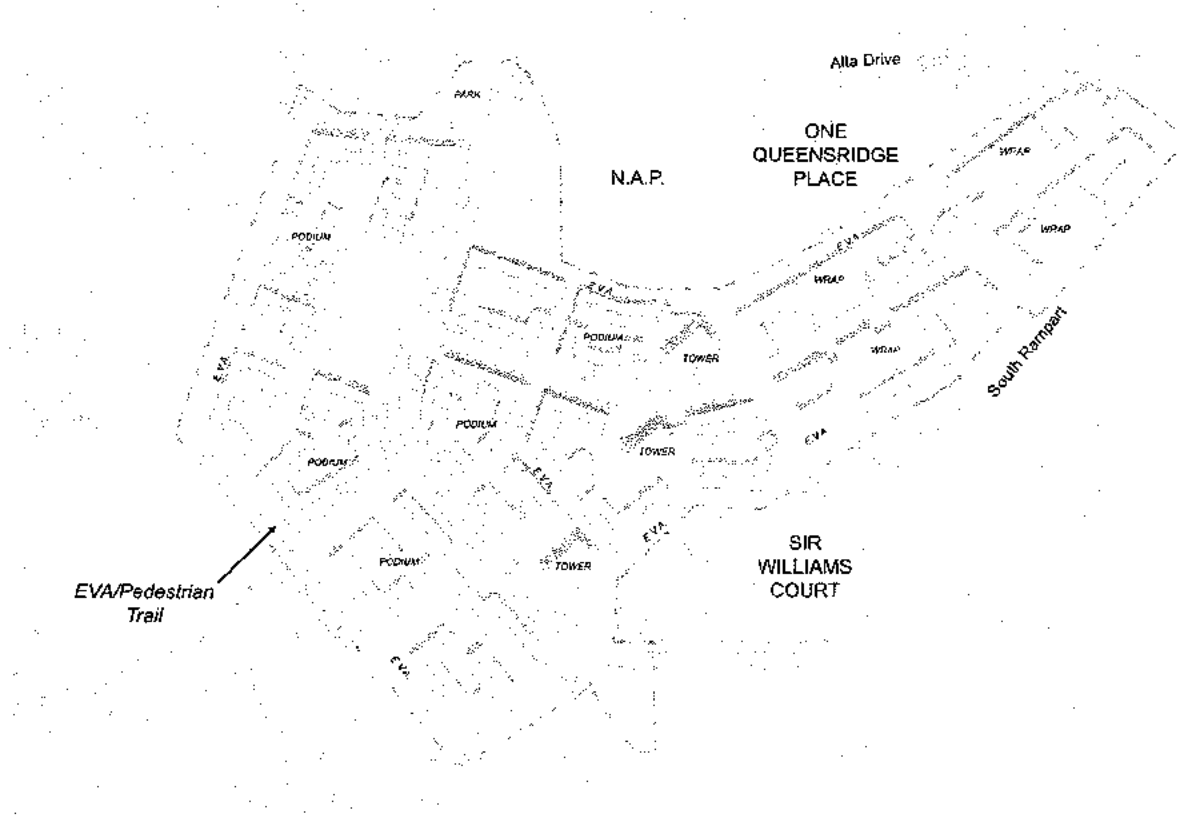



EXHIBIT L-1

MVE

CONCEPTUAL SITE PLAN

67.21 ACRES LUXURY MULTI- FAMILY

February 22, 2016

**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

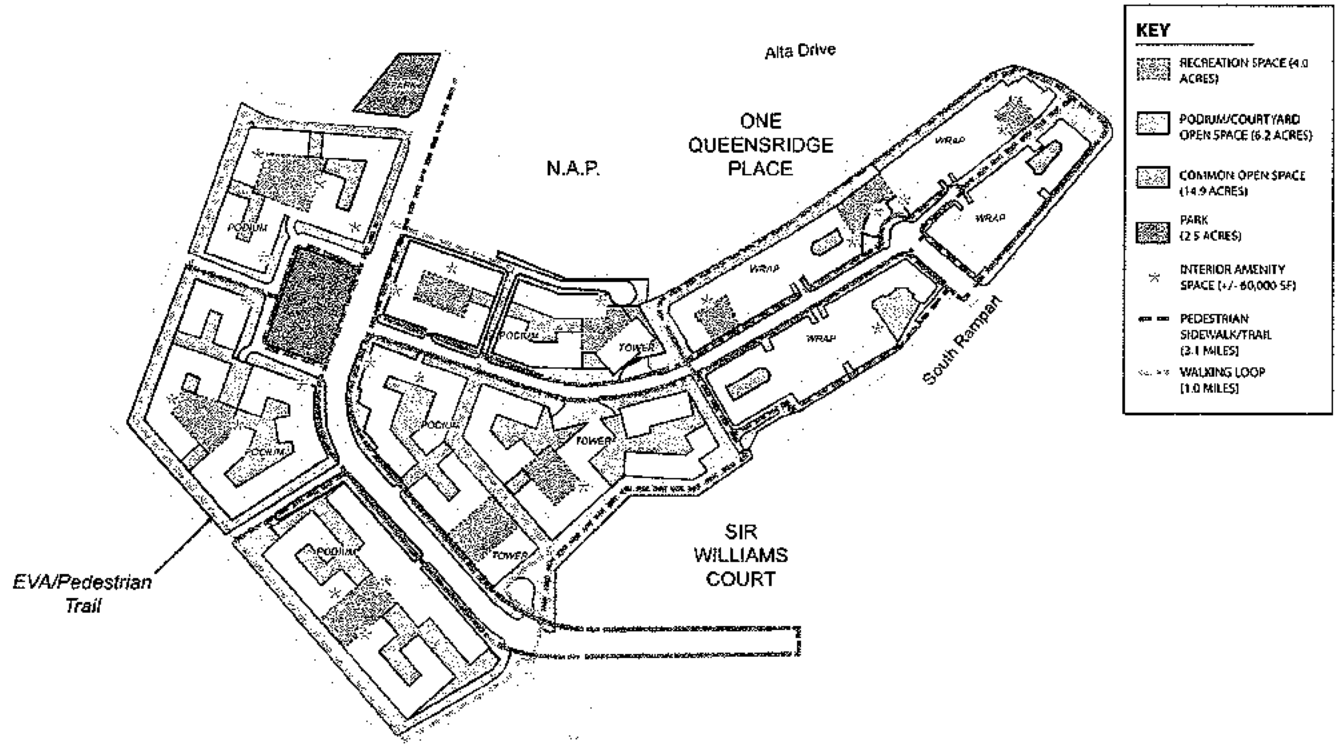



EXHIBIT L-2

MVE

CONCEPTUAL SITE PLAN

67.21 ACRES LUXURY MULTI- FAMILY

February 22, 2016

**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

EXHIBIT P

PECCOLE RANCH MASTER PLAN

LAND USE DATA

1989 VERSUS 1990 APPROVED MASTER PLAN'S ACRES RECONCILIATION

| LAND USE | 1989 APPROVED MASTER PLAN (EXHIBIT A) PRIVATE ACRES | PUBLIC ACRES | TOTAL ACRES | 1990 APPROVED MASTER PLAN (EXHIBIT B) PRIVATE TENDER TROUT (SELECTED COMMERCIAL) (1) | RECONCILIATION TENDER TROUT (SELECTED COMMERCIAL) (1) | SELECTED COMMERCIAL (2) | CHANGES FROM 1989 TO 1990 APPROVED MASTER PLAN | ACRES |
|---|---|---|---|---|---|---|---|---|
| Single Family | [illegible] | [illegible] | [illegible] | | [illegible] | [illegible] | [illegible] | [illegible] |
| Multi-Family | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Neighborhood Village [illegible] | | | | | | | | |
| *Commercial/Office [illegible] (5) | | | | | | | | |
| *[illegible] (5) | | | | | | | | |
| Neighborhood Commercial/Office | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Resort Casino | [illegible] | [illegible] | [illegible] | | | [illegible] | [illegible] | [illegible] |
| Water Features | [illegible] | [illegible] | [illegible] | [illegible] | | [illegible] | | [illegible] |
| Parking Lots | [illegible] | [illegible] | [illegible] | | | [illegible] | | [illegible] |
| Golf Course | | [illegible] | [illegible] | | | [illegible] | [illegible] | [illegible] |
| Open Space/Drainage (3) | [illegible] | [illegible] | [illegible] | | | [illegible] | | [illegible] |
| | | | | | | | | |
| Public/Quasi-Pub (4) | [illegible] | [illegible] | [illegible] | | | [illegible] | [illegible] | [illegible] |
| Schools | [illegible] | [illegible] | [illegible] | | | [illegible] | | [illegible] |
| TOTAL | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |

(1) The 77.63 acres in the former drainage ways at Tropicana Village and the drainage ways lying to the west of Trails and to the east of the golf course as reflected on the 1990 Master Plan which drainage ways have gone away as a result of [illegible]. When the 27.52 acres is subtracted from the 1989 20.0 acres for golf course drainage, it reveals the first [illegible] drainage ways of 49.63 acres which became part of golf course designed and in the 1990 Master Plan

(2) As indicated in the 1990 Master Plan's page 1

(3) As reflected in the 1990 Master Plan's page 5

(4) A large portion of the 3.11 [illegible] contained within the Plan were not determined to be removed or land in the 1990 Master Plan from the Overall Master Plan.

(5) Included in the Neighborhood Commercial/Office [illegible]

(6) Included in the Multi-Family [illegible]

MOD-63600, GPA-63599, ZON-63601 and DIR-63602

CLV65-000534
0534

10569

EXHIBIT Q

PECCOLE RANCH MASTER PLAN

LAND USE DATA

1990 APPROVED MASTER PLAN ACREAGE AND DWELLING UNIT DATA

| LAND USE | PHASE ONE (3) | | | PHASE TWO (4) | | | TOTAL (Based on Exhibit P's and columns are in Exhibits 1st and 2nd Phases) | | |
|---|---|---|---|---|---|---|---|---|---|
| | ACRES | DU/AC | UNITS | ACRES | DU/AC | UNITS | ACRES | DU/AC | UNITS |
| Single-Family | 328.49 | 7 | 2299 | 401 | 7 | 2807 | 729.49 | 7 | 5106 |
| Multi-Family | 80.95 | 28.38 | 2297 | 68 | 24 | 1442 | 140.92 | 27 | 3737 |
| Mixed Use Village Center | | | | | | | | | |
| *Commercial, Office - 40 acres (5) | | | | | | | | | |
| *Multi-Family - 25.56 acres (6) | | | | | | | | | |
| Neighborhood Commercial/Office | 42.75 | | | 194.3 | | | 237.05 | | |
| Resort-Casino | 0 | | | 56 | | | 56.0 | | |
| Nursing Home | 8.25 | | | 0 | | | 8.25 | | |
| Golf Course | | | | 183.88 | | | 183.88 | | |
| Open Space/Drainage (2) | 41.47 | | | 27.62 | | | 69.09 | | |
| Right-of-Way | 53.97 | | | 60.4 | | | 114.37 | | |
| Schools | 17.34 | | | 33.1 | | | 50.44 | | |
| TOTAL | 573.22 | 8.02 | 4596 | 996.4 | 4.26 | 4247 | 1,569.6 | 5.63 | 8843 |

(1) Intentionally left blank

(2) Phase Two Open Space/Drainage 27.62 acres: the drainage acreage [illegible] through a large portion of Whites Low Track Village, which drainage drains the [illegible] Lake [illegible] Subdivision, this acreage [illegible] 1990 Master Plan was reduced between its east end of the golf course and Durango, which is to be built as part of the golf course acreage and the [illegible] acres for the two drainage washes west of Durango as the Phase Two land that lies south of Charleston.

(3) From page 5-4 of the 1990 Master Plan

(4) [illegible] in the Neighborhood Commercial/Office [illegible]

(5) Included in the Multi-Family [illegible]

PROJECT [illegible]

MOD-63600, GPA-63599, ZON-63601 and DIR-63602

CLV65-000535
0535

10570

EXHIBIT 5

PECCOLE RANCH MASTER PLAN

LAND USE DATA

MASTER PLAN WITH ITS FEBRUARY 2016 AS BUILT EXCEPT THE 250.92 ACRES CURRENTLY USED AS GOLF COURSE ARE SHOWN WITH THEIR REPURPOSED SINGLE FAMILY AND MULTI-FAMILY USES IN THIS 2016 MASTER PLAN

| LAND USE | PHASE ONE | | | PHASE TWO | | | TOTAL (Including Exhibit 5, Village Center) | | |
|---|---|---|---|---|---|---|---|---|---|
| | ACRES | DU/AC | UNITS | ACRES | DU/AC | UNITS | ACRES | DU/AC | UNITS |
| Single Family (1)(2)(3) | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Single Family Repurposed (1)(3) | 0 | 0 | 0 | [illegible] | | [illegible] | [illegible] | [illegible] | [illegible] |
| Multi-Family (2)(3) | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Multi-Family Repurposed (2)(3) | | | | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Village Center (3) | | | | | | | | | |
| Commercial (3) (Village Center) | | | | | | | | | |
| Multi-Family (3) (Village Center) | | | | | | | | | |
| Neighborhood Commercial (3) | 58.88 | | | [illegible] | | | [illegible] | | |
| Resort Casino | | | | 82.40 | | | 82.40 | | |
| Parks/Trails | | | | 0 | | | 0 | | |
| Open Space/Drainage | [illegible] | | | [illegible] | | | [illegible] | | |
| Schools/Fire | [illegible] | | | 51.1 | | | [illegible] | | |
| Streets | [illegible] | | | 0 | | | [illegible] | | |
| TOTAL | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |

(1) Phase Two Single Family Acreages are the 430.16 Acres as built and the 2016 Master Plan repurposed 38.7 Acres. The Phase Two Single Family Units are the As Built 3647 Single Family Units and the 183.5 repurposed acres for 3.8 Residential 367 Units (considering the Applicant's new request for commercial or purposes to form a group of 50 home sites)

(2) Phase Two Multi-Family Acreages are the 47.36 Acres As-Built and the repurposed 67.21 Acres at Site Zoning. Phase Two Multi-Family Units are the As-built 1057 Units plus the 3020 Units on the repurposed 67.21 acres

(3) This Exhibit 5 as Village Center's Commercial and Multi-Family acreages and units are included in the Neighborhood Commercial and Multi-Family line items, respectively.
Multi-Family 38.7 Acres were from when the current R-PD7 zoning the Phase Two number of Units listed at 721 should be 3223 Units
(3647 As-built Units and 1576 Units being 183.5 Acres @ 7.40 Units per acre)

PRJ-63599
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MOD-63600, GPA-63599, ZON-63601 and DIR-63602

CLV65-000536
0536

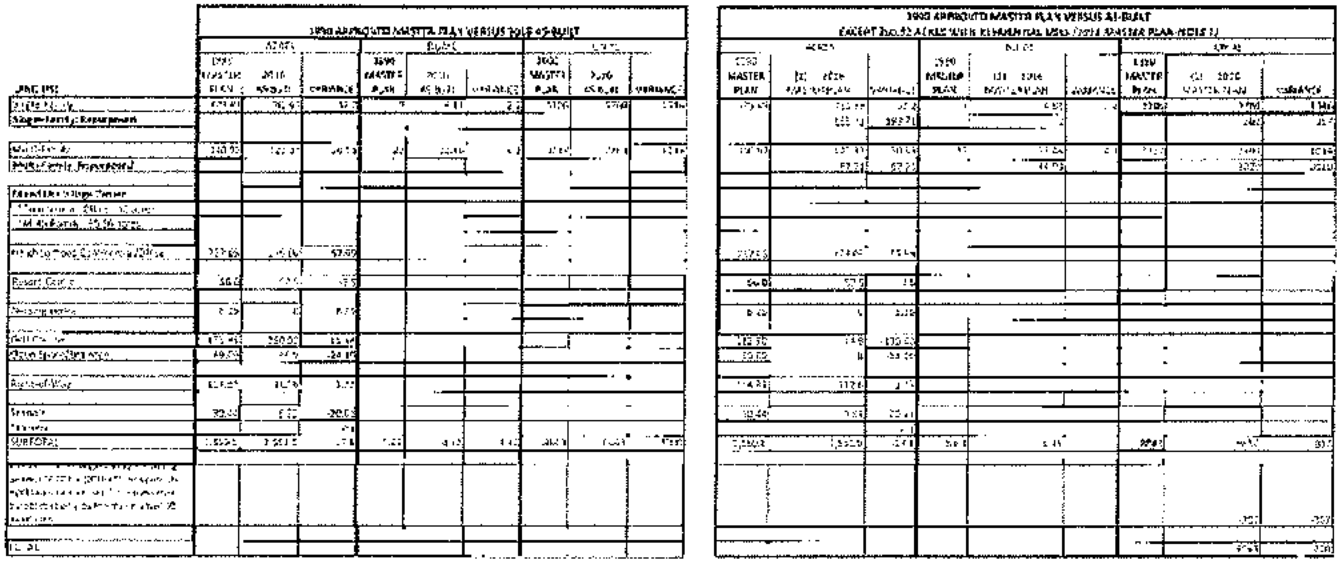
10571

EXHIBIT T

PEBBLE BEACH MASTER PLAN

LAND USE DATA

MASTER PLAN COMPARATIVE CHARTS



MOD-63600, GPA-63599, ZON-63601 and DIR-63602

## Residential Development Standards as to Property Only

These Development Standards apply to the Property only. While more specific development standards will be created as the development process moves forward, the standards set forth herein, and in the Development Agreement, will supersede and replace the standards in effect under the City of Las Vegas Municipal Code pertaining to R-E Residence Estates District (19.06.060) and the R-4 High Density Residential District (19.06.060). Any matter not specifically addressed in these Development Standards shall be governed by the Development Agreement. If that matter is not addressed in the Development Agreement, then Title 19 of the Las Vegas Municipal Code shall apply.

| Description | R-E<br>Residence Estates | R-4<br>High Density Residential |
|---|---|---|
| **Building Placement** | | |
| Minimum Lot Size | 44,000 sf | 7,000 sf |
| Dwelling Units Per Acre | 2 (Applicants have chosen for conservation purposes not to allow more than 1 unit per acre) | See Exhibit J-2 |
| Maximum Lot Coverage: | | No limitations or restrictions |
| 1 acre lot | 50% | |
| 3 acre lot | 30% | |
| 5 acre lot | 25% | |
| + 5 acre lot | 25% | |
| | Lot coverages for lot sizes not listed herein will be correspondingly sized. For lots smaller than 1.5 acres, pool and related structures and hardscape can be constructed outside the developable area. | |
| **Setbacks:** | | No other limitations or restrictions shall apply with regard to building placement, except all buildings shall be set back 60' from any existing residence |
| Minimum Front Yard Setback - public streets | 50' | |
| Minimum Front Yard Setback - private streets | 30' | |
| Minimum Side Yard Setback | 10' | |
| Minimum Corner Side Yard Setback | 15' | |
| Minimum Rear Yard Setback | 35 | |
| Minimum Distance between Buildings | | No limitations or restrictions |

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**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

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| Description | R-E<br>Residence Estates | R-4<br>High Density Residential |
|---|---|---|
| **Accessory Structures** | | |
| | All accessory structures can be stand alone or attached, and each accessory structure may have separate kitchen facilities. Multiple accessory structures on the same home site are permitted. | |
| Separation from Main Building | none required | 6' |
| Minimum Corner Side Yard Setback | 15' | 5' |
| Minimum Rear Yard Setback | 10' | 3' |
| Minimum Side Yard Setback | 10' | 3' |
| Size and Coverage | Not to exceed 60% of the rear and side yard areas. | No limitations or restrictions |
| **Building Height** | | |
| Stories/Floors | 3 maximum over basement | N/A |
| Flat Roof | 50' max. measured to top of roof coping | 55' Max. for 4 story structures; 75' Max for 6 story structures and 250' Max. for tower structures; all measured from podium to the top of the roof coping of the roof. |
| Pitch Roof | 50' max. measured to the midpoint between the eaves and the ridgeline. | 55' Max. for 4 story structures, 75' Max for 6 story structures and 250' Max. for tower structures; all measured from podium to the midpoint between the eaves and ridgeline of pitch roof. |
| Accessory Structures | Lesser of 3 stories or 50' | No higher than height of the principal dwelling unit |

DRJ-63491
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**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

## Residential Development Standards as to Property Only

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| Description | R-E<br>Residence Estates | R-4<br>High Density Residential |
|---|---|---|
| **Patio Cover** | No restriction except 5' setback from property lines | No limitations or restrictions |
| **Landscape Buffers & Turf Limitations** | | |
| Landscape Buffer Minimum Zone Depths | 6' adjacent to ROW<br>0' to Interior Lot Lines | No limitations or restrictions |
| Impermeable Surfaces | Minimized to reduce storm water quality mg't impacts | |
| Front Yard Area-turf Coverage | No limitation | |
| **Front Yard Wall/Fence** | No limitations or restrictions apply to Front Yard Wall/Fence, except the maximum height of perimeter wall is 12 feet, with a maximum solid wall base height of 8 feet. | No limitations or restrictions shall apply to Fences and Walls except for twelve (12) foot limitation on hard mapped property lines. |
| **Perimeter and Retaining Walls** | No limitations or restrictions shall apply to Perimeter and Retaining Walls, except the maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet. | No limitations or restrictions shall apply to Perimeter and Retaining Walls, except the maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet. |
| **Perimeter and Retaining Walls - Standard Step Back** | No limitations or restrictions shall apply to Perimeter and Retaining Walls Standard Step back. | No limitations or restrictions shall apply to Perimeter and Retaining Walls Standard Step back. |
| **Minimum Width of Conservation easement** | To be determined at time of lot layout. | N/A |

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**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

## Residential Development Standards as to Property Only

These Development Standards apply to the Property only. While more specific development standards will be created as the development process moves forward, the standards set forth herein, and in the Development Agreement, will supersede and replace the standards in effect under the City of Las Vegas Municipal Code pertaining to R-E Residence Estates District (19.06.060) and the R-4 High Density Residential District (19.06.060). Any matter not specifically addressed in these Development Standards shall be governed by the Development Agreement. If that matter is not addressed in the Development Agreement, then Title 19 of the Las Vegas Municipal Code shall apply.

| Description | R-E<br>Residence Estates | R-4<br>High Density Residential |
|---|---|---|
| **Parking** | | Minimum On-Site Parking Requirement—Multifamily Residential: 1.25 spaces per studio or one bedroom unit, 1.75 spaces per two bedroom unit, 2.0 spaces per three or more bedroom unit, plus one guest parking space per six units. No other limitations or restrictions apply. |

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**MOD-63600, GPA-63599, ZON-63601 and DIR-63602**

EXHIBIT B

PECOLE RANCH MASTER PLAN

LAND USE DATA

**MASTER PLAN DATA SHOWING PHASE ONE, PHASE TWO AND TOTALS BASED ON "AS-BUILTS" AS OF FEBRUARY, 2015**

| LAND USE | PHASE ONE | | | PHASE TWO | | | TOTAL (noted to Exhibit 1 1st box) | | |
|---|---|---|---|---|---|---|---|---|---|
| | ACRES | DU/AC | UNITS | ACRES | DU/AC | UNITS | ACRES | DU/AC | UNITS |
| Single-Family | 351.03 | 5.45 | 1913 | 430.66 | 4.29 | 1847 | 781.69 | 4.81 | 3760 |
| Multi-Family (1) | 73.01 | 22.54 | 1646 | 47.36 | 22.32 | 1057 | 120.37 | 22.46 | 2703 |
| Mixed Use Village Center (2) | | | | 0 | | | | | |
| *Commercial, Office - 40 acres | | | | | | | | | |
| * Multi Family - 35 Stacked | | | | | | | | | |
| Neighborhood Commercial/Office | 58.87 | | | 120.13 | | | 179.00 | | |
| Resort-Casino | | | | 52.49 | | | 52.49 | | |
| Nursing Home | | | | 0 | | | 0 | | |
| Golf Course | | | | 250.92 | | | 250.92 | | |
| Open Space/Drainage | 29.9 | | | 15 | | | 44.9 | | |
| Right-of-Way | 51.5 | | | 61.1 | | | 112.6 | | |
| Schools | 9.83 | | | 0 | | | 9.83 | | |
| TOTAL | 574.15 | 6.20 | 3559 | 977.71 | 2.97 | 2904 | 1,551.9 | 4.15 | 6463 |

Note: All acreage and Unit information on this schedule except the drainage and right of way acreage (which is based on take-offs) is from parcel and subdivision maps.

(1) Phase Two Multi Family acreage and dwelling units includes 2 Stacks and 300 units from Town, One Queen Creek Place's first Phase's acreage and its "built 219 Units and its second Phase's acreage and its "166 entitled Units but does not include the Residence's 100 entitled Units as that parcel of Residential land is not within the Pecole Ranch Master Plan boundary

(2) The Mixed Use Village Center's Commercial and Multi Family acreages are also included in the Neighborhood Commercial/Office and Multi-Family line items, respectively

MOD-63600, GPA-63599, ZON-63601 and DIR-63602

180 Land Co LLC, Seventy Acres LLC and Fore Stars Ltd.
1215 S. Fort Apache Rd., Suite # 120
Las Vegas, NV 89117

Revised

February 26, 2016

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

Re: Justification Letter for General Plan Amendment and Rezoning of the Peccole Ranch Master Plan's 250.92 Acres Currently Operated as The Badlands Golf Course

Dear Mr. Perrigo,

We herewith submit a request to amend the General Plan, and request Rezoning for, the above referenced 250.92 acres (hereinafter "Property") as follows:

General Plan Amendment (hereinafter "GPA"):

- From PR-OS (Park, Recreation and Open Space) to DR (Desert Rural Density Residential) on 183.71 acres consisting of:
  - 166.99 acres (APN 138-31-702-002)
  - 11.28 acres (APN 138-31-801-002)
  - 5.44 acres (a portion of 138-32-301-006. A separate APN will be provided once the parcel map for this 5.44 acres is recorded)
- From PR-OS to H (Residential High) on 67.21 acres consisting of:
  - 2.13 acres (APN 138-32-202-001)
  - 17.49 acres (APN 138-32-301-005)
  - 47.59 acres (APN 138-32-301-006. A separate APN will be provided once the parcel map for this 47.59 acres is recorded)

Rezoning

- From R-PD7 to R-E on 183.71 acres consisting of:
  - 166.99 acres (APN 138-31-702-002)
  - 11.28 acres (APN 138-31-801-002)
  - 5.44 acres (a portion of 138-32-301-006. A separate APN will be provided once the parcel map for this 5.44 acres is recorded)
- From RPD-7 to R-4 on 65.08 acres consisting of:
  - 17.49 acres (APN 138-32-301-005)
  - 47.59 acres (APN 138-32-301-006. A separate APN will be provided once the parcel map for this 47.59 acres is recorded)

 **GPA-63599 and ZON-63601**

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- From PD to R-4 on 2.13 acres consisting of:
  - 2.13 acres (APN 138-32-202-001)

(The above APNs' parcels are shown in the attached Parcel Map– Exhibit 1.)

In the 2016 Peccole Ranch Master Plan (hereinafter "2016 Master Plan") the Property is shown with its repurposed residential uses as explained both herein and in the 2016 Master Plan. The justification for the GPAs and Rezonings are as follows:

- The current General Plan designation of PR-OS on the Property is not in conformance with the Property's current R-PD7 zoning or the Property's requested R-E and R-4 rezonings in the 2016 Master Plan. The requested GPA amendments will bring the General Plan into conformance with the Property's requested rezonings.
- The Rezonings will provide the zoning that matches the Property's repurposed uses in the 2016 Master Plan.

The existing zoning for 248.79 acres of the Property is R-PD7. This zoning is reflected in Clark County Records and confirmed in the Zoning Verification Letter dated December 30, 2014 from City of Las Vegas (Exhibit 2). PD zoning exists on 2.13 acres. The R-PD7 zoning allows up to 7.49 Units per acre equating to 1,863 Units. The PD zoning, subject to Site Development Review approval, allows for a much higher density per acre. Rather than develop the 1,863+ Units "evenly" throughout the Property, the 2016 Master Plan provides adjacency compatibility by placing:

- An unprecedentedly small number of Estate Lots near the existing single family homes.
- Luxury Multi Family in the commercial Rampart Boulevard corridor, near to already existing commercial and multifamily development.

<u>Development Areas</u>

The requested R-E zoning on the 183.7 acres is the lowest residential category available allowing for 20,000 square foot minimum lot sizes. This equates to a total of 367 units that would be allowed under R-E. However, the Applicants, for conservation purposes, have chosen to build a maximum of only 60 home sites on this entire acreage. These Estate Lots will be a minimum of one (1) acre to over five (5) acres. This Estate Lot offering will be unprecedented, with approximately one hundred twenty (120) acres of the 183.7 acres being preserved.

The 67.21 acres rezoned to R-4 will provide 3,020 Luxury Multi Family in a pedestrian friendly, intimate residential environment with a wide variety of Luxury Multi Family offerings with different densities and heights to accommodate an array of lifestyle choices. It will also be located in the highly commercialized Rampart Boulevard corridor, where there already exists retail, restaurant, office and multifamily uses.



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The separate Development Areas are reflected in 2016 Master Plan attached as Exhibit 3. The densities and building heights for each of the Development Areas are summarized in the below matrix.

| Neighborhood / Development Areas | Acres | Maximum # of DU's | Average Density | Building Heights |
|---|---|---|---|---|
| LUXURY MULTI FAMILY (a) | | | | |
| Development Area 1 | 17.49 | 720 | 41.2 | 4 stories with a maximum height not to exceed 55 feet. |
| Development Area 2 (a) | 20.69 | 1250 | 60.5 | A complex of buildings (some or all of which will be over podium) w/various heights, 3 buildings of which will be towers up to a maximum of 250 feet from podium. |
| Development Area 3 (a)(b) | 29.03 | 1050 | 36.2 | A complex of 4 story buildings (some or all of which will be over podium) w/various heights not to exceed 55 feet over podium. |
| | 67.21 | 3,020 | 45.0 | |
| ESTATE LOTS | | | | |
| Development Area 4 | 183.71 | 60 | 0.33 | up to 3 stories not including basement not to exceed 50 feet. |
| Total | 250.92 | 3,080 | 12.30 | |

Footnotes:
(a) Luxury Multi Family use can include an assisted living facility**
(b) The southeast corner of the Development Area houses the golf course maintenance yard; this use as a maintenance yard shall remain
** This potential use would be in lieu of some of these Development Areas' Luxury Multi Family Units on a 2 for 1 basis, namely 2 assisted living units in lieu of 1 dwelling unit

From the time of the City's approval on April 4, 1990 of the 1990 Peccole Ranch Master Plan (hereinafter "1990 Master Plan") and Rezoning of the 1990 Master Plan's Phase Two, (being 996.4 acres of the 1990 Master Plan's 1,569.6 acres), the Property retained its R-PD7 zoning designation. It is the Applicants' belief thathis zoning was held in place in clear anticipation of potential changes in golf dynamics due to:

- The unknown factors both of water availability and its significant annual cost increases, in years to come, especially considering our harsh desert climate and environment; and,
- Other negative factors that could and would affect golf's financial sustainability, which, as noted below, have been clearly realized.

Status of Golf Industry

The golf industry has experienced and continues to experience dramatic erosion. Golf course closures across the USA are rampant. Pellucid Corp, an Illinois-headquartered golf industry analysis entity, reports that 155, 158, 185 and 234 golf courses closed in the nation in 2012,

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2013, 2014 and 2015, respectively. Golf course closures have numbered 732 in the last 4 years, with 1,503 in the last ten years, with more anticipated in the next several years. This means golf course owners and local jurisdictions are being faced with having to rethink exactly how these previously operated golf course lands, as they become repurposed, are to be incorporated into the fabric of their communities. The repurposing of the Property from its golf uses, as described herein and in associated documents, is responsible, sensitive, and complimentary, and it is Applicants' belief that it will represent significant added value to Queensridge, surrounding neighborhoods, and the City of Las Vegas.

The Applicants retained a renowned golf course architect, who is very familiar with the national and local golf marketplaces, to evaluate and advise the Applicants of the status of the Badlands Golf Course, in particular, and the Las Vegas golf marketplace, in general. Applicants learned that nationally golf is severely struggling with a very large supply/demand imbalance, and Las Vegas is no exception. Nationally there were approximately 8,100,000 fewer golfers in 2015 than 2000 with a large portion of those being core (regular) golfers. Interestingly, some quotes from Bloomberg Businessweek article, *"How Golf is Stuck in the Rough"*, dated June, 2014 are:

- "Golf is suffering from an exodus of players, and courses are closing. The number of golfers has dropped 24 percent from its peak in 2002 ... In 2013 alone the game lost 1.1 million players."
- "The baby boomers were supposed to be the salvation of golf...but they have yet to take up the slack."
- "Those sticking with the sport are playing fewer rounds. U.S. golfers played a total of 462 million rounds last year ... That was the fewest since 1995. ...All the people under 35 are leaving the game."
- "...research shows the number of golfers today is lower than in 1990, even though the U.S. population is 27 percent greater."
- "...Master's this spring (2014), only 7.8% of U.S. television households tuned in – the tournament's lowest TV rating since 2004...that was a 24% decline from the 2013 finale."
- "The bottom line: As young people seek faster-moving fun, only 14 new golf courses opened up in the U.S. last year while almost 160 shut down."

Southern Nevada courses are financially struggling/many underperforming. Experts have opined that Las Vegas has five to eight more golf courses than the market can possibly support.

<u>The Badlands Golf Course</u>

The golf course consumes approximately 245,000,000 gallons of water a year. This is especially concerning due to the extended severe drought conditions being experienced in the western USA. Further, the golf course is struggling with substantially increased costs in virtually every category, low green fees due to large over supply in the marketplace, carrying costs, significant subsidization of water and many millions of dollars needed for deferred maintenance and

capital expenditures. These expenditures would be required to repair, rehab and/or replace the course's greens, tees, landscaping, very significant irrigation infrastructure, equipment and clubhouse, all in order to stay relevant, that is, to be competitive, operationally efficient and contemporary. The Applicants believe that given these burdens, the golf course was destined for closure and the property destined to be repurposed.

Looking Forward

The Applicants' affiliated entities are the largest single owners of homes, lots and condominiums in Queensridge and One Queensridge Place. In addition, Applicants have built 40 custom homes in Queensridge as well as 219 Units in One Queensridge Place. It was anticipated that if Applicants did not purchase the Property, the likelihood is that conventional home builders would have done so; and then proceeded to attempt to build it out pursuant to its existing R-PD7 zoning (up to 7.49 DU's per acre), with development spread throughout the Property. The Applicants had both the motivation and a personal sense of obligation not just to protect their properties' values but the value of the properties of their many Queensridge friends and neighbors. Consequently, Applicants essentially felt "forced" to purchase the golf course's ownership entity, paying a very significant premium to do so.

Rather than leaving the land that was used as golf course lay dormant and devalue the adjacent Queensridge properties, the implementation of the 2016 Master Plan with the approval of the requested GPA and Rezonings, will collectively enhance the value of the individual adjacent properties, as well as that of the overall Queensridge neighborhood.

With the advent of newer communities, Queensridge has "*lost its edge*", It is no longer known as "*the place to be*"; The Ridges in Summerlin and its various neighborhoods have positioned themselves to have that cache and therefore Queensridge's property values have not kept pace. Implementing the 2016 Master Plan, with its approximate $1.5 billion investment together with its new and varied residential offerings, will bring a substantial renewed energy, awareness, excitement and value to Queensridge and One Queensridge Place.

Security of the Property Security

Security is a major concern for all property owners everywhere. Queensridge is no exception. Queensridge North and South have been severely impacted with home and auto break-ins and thefts over the last several years. It is possible that some of the public courses patrons are thieves scouting adjacent properties for their day and/or night time exploits. The closure of the course will also enhance security since access for those thieves coming through Charleston and Hualapai drainage culverts and/or over the 5-6' walls will be eliminated.

Conclusion

The implementation of the 2016 Master Plan, with its very large Estate Lots, large custom homes, preserve areas, thousands of additional trees, enhanced landscape areas and Luxury Multi Family development with a variety of offerings, will produce an environment like no other in the Las Vegas Valley.

Importantly, the economic benefits, such as jobs, property tax increases, sales tax revenues, and the commerce generated from the land development and home building are all very meaningful to the overall community. The Economic and Fiscal Benefits Study, prepared by respected local financial analyst/economist John Restrepo, is included with the 2016 Master Plan materials and discusses these economic benefits in detail.

Thank you in advance for the City's consideration of these GPA and Rezoning requests. We look forward to working with the City and our neighbors in bringing the repurposed uses of the Property, as reflected in the 2016 Master Plan and commensurate with these GPA and Rezoning designations, to fruition.

180 Land Co LLC, Seventy Acres LLC and Fore Stars Ltd.
Nevada limited liability companies

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

By: _____, for
Name: Yohan Lowie
Its: Manager
Date: 2/26/16

Exhibits:

1 Parcel Map
2 Zoning Verification Letter
3 2016 Master Plan Development Areas



PRJ-63491
02/29/16

**DEVELOPMENT AGREEMENT**

**FOR**

**THE TWO FIFTY**

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into this _____ day of _____, 2016 by and between the **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada ("City") and **180 LAND COMPANY LLC**, a Nevada limited liability company ("Master Developer"). The City and Master Developer are sometimes individually referred to as a "Party" and collectively as the "Parties".

**RECITALS**

A. City has authority, pursuant to NRS Chapter 278 and Title 19 of the Code, to enter into development agreements such as this Agreement, with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

B. Seventy Acres LLC, a Nevada limited liability company ("Seventy Acres"), Fore Stars, LTD., a Nevada limited liability company ("Fore Stars") and 180 Land Co LLC, a Nevada limited liability company ("180 Land") are the owners (Seventy Acres, Fore Stars and 180 Land each individually an "Owner" and collectively the "Owners") of the Property described on **Exhibit "A"** attached hereto (collectively the "Property").

C. The Property is the land on which the golf course, known as the Badlands, is currently operated. The golf course will be closed and the land repurposed in a manner that is complementary to the adjacent uses with very large estate lots with custom homes and with luxury multifamily development.

D. The Property is divided into four (4) development areas, totaling two hundred fifty and ninety-two hundredths (250.92) acres (hereinafter referred to as "The Two Fifty"), as shown on **Exhibit "B"** attached hereto.

E. A Major Modification to the 1990 Approved Peccole Ranch Master Plan has been submitted concurrent with this Agreement (and is attached hereto as **Exhibit "C"**) to allow for the repurposed uses on the Property.

F. The Parties desire to enter into a Development Agreement for the development of the Property in phases and in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law.

G. Seventy Acres and Fore Stars irrevocably appoint Master Developer to act for and on behalf of Seventy Acres and Fore Stars, as their agent, to do all things necessary to fulfill Seventy Acres,

Fore Stars and Master Developer's obligations under this Agreement.

H. The first phase of the multifamily development shall be on seventeen and forty-nine hundredths (17.49) acres of land at the southwest corner of Alta Drive and Rampart Boulevard ("Development Area 1") as shown on **Exhibit "B"** attached hereto.

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

J. The Parties acknowledge that this Agreement will (i) promote the health, safety and general welfare of City and its inhabitants, (ii) minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, (iii) ensure attainment of the maximum efficient utilization of resources within City at the least economic cost to its citizens, and (iv) otherwise achieve the goals and purposes for which the laws governing development agreements were enacted.

K. The Parties further acknowledge that this Agreement will provide the owners of adjacent properties with the assurance that the development of the Property will be compatible and complimentary to the existing adjacent developments in accordance with the Two Fifty Design Guidelines ("Design Guidelines") attached hereto as **Exhibit "D"**.

L. As a result of the development of the Property, City will receive needed jobs, sales and other tax revenues and significant increases to its real property tax base. City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of the Property by a developer with significant experience in the development process.

M. Master Developer desires to obtain reasonable assurances that it may develop the Community in accordance with the terms, conditions and intent of this Agreement. Master Developer's decision to enter into this Agreement and commence development of the Community is based on expectations of proceeding and the right to proceed with the Community in accordance with this Agreement and the Applicable Rules.

N. Master Developer further acknowledges that this Agreement was made a part of the record at the time of its approval by the City Council and that Master Developer agrees without protest to the requirements, limitations, and conditions imposed by this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants

contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## SECTION ONE

## DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

"Affiliate" of any person means (a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person and (b) any other Person that beneficially owns at least fifty percent (50%) of the voting common stock or partnership interest or limited liability company interest, as applicable, of such Person. For the purposes of this definition, "control" when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, partnership interests, by contract or otherwise; and the terms "controlling" or "controlled" have meanings correlative to the foregoing.

"Agreement" means this development agreement and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

"Applicable Rules" means and refers to:

(a) The provisions of the Code and all other uniformly-applied City rules, policies, regulations, ordinances, laws, general or specific, which were in effect on the Effective Date;

(b) This Agreement;

(c) The Design Guidelines; and

(d) The term "Applicable Rules" does not include:

(i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than City;

(ii) Any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or

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

"Authorized Designee" means any person or entity authorized in writing by Master Developer to

make an application to the City for an Entitlement Request on the Property.

"Building Codes" means the development of the Community shall be subject to the Building Codes and Fire Codes in effect at the time of issuance of the permit for the particular development activity.

"CCRFCD" means the Clark County Regional Flood Control District.

"CCSD" means the Clark County School District.

"Certificate of Occupancy or C of O" means that certificate issued by the Building Official pursuant to the *City of Las Vegas Administrative Code*, often after issuance of a TCO, authorizing the final occupancy of buildings and structures or portions thereof after the Building Official has inspected the building or structure and has found no violations of the provisions of that code or other laws which are enforced by the enforcement agency.

"City" means the City of Las Vegas, together with its successors and assigns.

"City Council" means the Las Vegas City Council.

"City Infrastructure Improvement Standards" means in their most recent editions and with the most recent amendments adopted by the City, the Standard Drawings for Public Works Construction Off-site Improvements, Clark County, Nevada; Uniform Standard Specifications for Public Works Construction Off-site Improvements, Clark County, Nevada; Uniform Regulations for the Control of Drainage and Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District; Design and Construction Standards for Wastewater Collection Systems of Southern Nevada; and any other engineering, development or design standards and specifications adopted by the City Council. The term includes standards for public improvements and standards for private improvements required under the UDC.

"City Manager" means the person holding the position of City Manager at any time or their designee.

"City Referral Group" means a group comprised of representatives of the Department of Planning & Development, the Department of Public Works, the Department of Building and Safety, the Department of Fire Services, the Department of Parks and Leisure Activities and any other city department or agency, as determined by the City Manager. The City Referral Group reviews and makes decisions on Site

Development Plan Reviews within the Community.

"Code" means the Las Vegas Municipal Code, including all ordinances, rules, regulations, standards, criteria, manuals and other references adopted therein.

"Community" means the Property and any and all improvements provided for or constructed thereupon.

"Design Guidelines" means the document prepared by Master Developer, attached hereto as **Exhibit "D"**, and reviewed and approved by City.

"Designated Builder" means any legal entity other than Owner(s) that owns any parcel of real property within the Community, whether prior to or after the Effective Date, provided that such entity is designated as such by Master Developer to City Manager in writing. For purposes of the Applicable Rules, the term "Designated Builder" is intended to differentiate between the Master Developer, Owner(s) and their Affiliates in their capacity as developer and land owner and any other entity that engages in the development of a structure or other improvements on a Development Parcel within the Community. A Designated Builder is not a Party to this Agreement and may not enforce any provisions herein, but upon execution and recordation of this Agreement, a Designated Builder may rely on and be subject to the land use entitlements provided for herein. Designated Builder will work closely with Master Developer to ensure the Community is developed in accordance with this Agreement.

"Development Parcels" means legally subdivided parcels of land within the Community that are intended to be developed or further subdivided.

"Development Area" means the four (4) separate development areas of the Property as shown on the Master Land Use Plan attached hereto as **Exhibit "B"**.

"Development Phase Map, Final" means any final map recorded on the Property after the recordation of this Agreement. The Phase Development Final Maps shall be in conformance to the Development Phase exhibit.

"Director of Planning" means the Director of the City's Department of Planning or their designee.

"Director of Public Works" means the Director of the City's Department of Public Works or their designee.

"DWR" means the State of Nevada Division of Water Resources.

"Effective Date" means the date, on or after the adoption by City of an ordinance approving the execution of this Agreement, and the subsequent execution of this Agreement by the Parties, on which this Agreement is recorded in the Office of the County Recorder of Clark County. Each party agrees to cooperate as requested by the other party to cause the recordation of this Agreement without delay.

"Entitlement Request" means a request by Master Developer or its Authorized Designee for any land use approval including, without limitation, a tentative or final subdivision map and/or a Site Development Plan Review.

"Grading Plan, Master Rough" means a plan or plans prepared by a Nevada-licensed professional engineer, to:

(a) Specify areas where the Master Developer intends to perform rough grading operations;

(b) Identify existing elevations and features that are to be preserved within the Community and do so at a drawing scale not to exceed one hundred feet (100') per inch;

(c) Identify approximate future elevations and slopes of roadways, paseos, Development Parcels, open space, and drainage areas;

(d) Identify rough design elevations on a two hundred foot (200') grid, and at street intersections, at parcel boundaries, or more frequently;

(e) Identify locations and heights of potential stock piles; and

(f) Prior to issuance of any rough grading permit, the Director of Public Works may require an update to the Master Drainage Study to address the impacts of phasing or diverted flows if the Master Drainage Study does not contain sufficient detail for that permit.

The Master Rough Grading Plan shall be reviewed by the Director of Public Works for conformance to the grading and drainage aspects of the approved Master Drainage Study and the Director of Planning shall consider the plan for the aesthetic aspects of the plan.

"Grading Plan", which accompanies the Technical Drainage Study, means a detailed grading plan for a development site within the Community, created pursuant to the UDC, to further define the grading within residential or commercial subdivision sites as identified in the Master Rough Grading Plan to a level of detail sufficient to support construction drawings, in accordance with the CCRFCD Hydrologic

Criteria and Drainage Design Manual.

"HOA or Similar Entity" means any unit-owners' association organized pursuant to NRS 116.3101, that is comprised of owners of residential dwelling units in the Community, or portions thereof, created and governed by a declaration (as defined by NRS 116.037), formed for the purpose of managing, maintaining and repairing all common areas transferred to it for such purposes.

"Investment Firm" means an entity whose main business is holding securities of other companies, financial instruments or property purely for investment purposes, and includes by way of example, and not limitation, Venture Capital Firms, Hedge Funds, and Real Estate Investment Trusts.

"LVVWD" means the Las Vegas Valley Water District.

"Master Developer" means 180 Land Company LLC, a Nevada limited liability company, and its successors and assigns as permitted by the terms of this Agreement.

"Master Drainage Study" means the comprehensive hydrologic and hydraulic study to be approved by the Director of Public Works, including updates required by the City when changes to the conditionally approved study are proposed that must also be approved by the Director of Public Works.

"Master Land Use Plan" means the approved site plan for the Community, which is **Exhibit "B"**.

"Master Sanitary Sewer Study" means the comprehensive study to be approved by the Director of Public Works, including updates required by the City where changes to the conditionally approved densities or layout of the development are proposed that would impact on-property and/or off-property pipeline capacities and may result in additional required off-property sewer improvements.

"Master Studies" means the Master Traffic Study and the Master Drainage Study.

"Master Traffic Study" means the comprehensive study with respect to this Property to be approved by the Director of Public Works.

"Master Utility Improvements" means those water, sanitary sewer, storm water drainage, power, street light and natural gas improvements within and directly adjacent to the Property necessary to serve the proposed development of the Community other than those utility improvements to be located within individual Development Parcels. All public sewer, streetlights, traffic signals, associated infrastructures and public drainage located outside of public right-of-way must be within public easements within common lots of the HOA or Similar Entity or of the Development Parcels.

"Master Utility Plan" means a conceptual depiction of all existing and proposed utility alignments, easements or otherwise, within and directly adjacent to the Property necessary to serve the proposed development of the Community, other than those utility improvements to be located within individual Development Parcels. The Master Developer shall align all proposed utilities within proposed public rights-of-way when reasonable and will dedicate such rights-of-way to the City before granting utility easements to specific utility companies, and Master Developer shall separately require any Authorized Designee to disclose the existence of such facilities located on (or in the vicinity of) any affected residential lots, and easements necessary for existing and future LVVWD water transmission mains.

"Metro" means the Las Vegas Metropolitan Police Department.

"NRS" means the Nevada Revised Statutes, as amended from time to time.

"Off-Property" means outside of the physical boundaries of the Property.

"Off-Property Improvements," as this definition relates to the Master Studies, means infrastructure improvements located outside the Property boundaries required by the Master Studies or other governmental entities to be completed by the Master Developer due to the development of the Community.

"On-Property" means within the physical boundaries of the Property.

"On-Property Improvements," as this definition relates to the Master Studies, means infrastructure improvements located within the Property boundaries required by the Master Studies or other governmental entities to be completed by the Master Developer due to the development of the Community.

"Off-Site Improvements" means any and all improvements necessary for a discrete parcel of property as required by the Applicable Rules.

"Party," when used in the singular form, means either Master Developer, an Owner or City and in the plural form of "Parties" means Master Developer, Owners and City.

"Planning Commission" means the City of Las Vegas Planning Commission.

"Planning Department" means the Department of Planning of the City of Las Vegas.

"Property" means that certain 250.92 gross acres of real property which is the subject of this Agreement. The legal description of the Property is set forth at **Exhibit "A"**.

"RTC" means the Regional Transportation Commission of Southern Nevada.

"SNHD" means the Southern Nevada Health District.

"Subdivision Map" means any instrument under NRS and the UDC which legally subdivides property or gives the right to legally subdivide property.

"Technical Drainage Study" means: a comprehensive hydrologic study prepared under the direction of and stamped by a Nevada-licensed professional engineer, to:

(a) Estimate the impact of storm water run-off affecting a Development Parcel from on-property and off-property sources;

(b) Estimate the impact of any storm water run-off that will affect down-stream off-property real property;

(c) Identify the impacts of any storm water run-off that will affect the Development Parcel; the on-property proposed drainage facilities and patterns and any off-property drainage facilities and patterns; and

(d) Identify the means and methods necessary to mitigate such impact, including a commitment to implement, or pay for such mitigating improvements within a specified time frame.

The Technical Drainage Study shall be approved by the Director of Public Works.

"Temporary Certificate of Occupancy or TCO" means that temporary certificate issued by the Building Official pursuant to the *City of Las Vegas Administrative Code* authorizing the temporary use and occupancy of buildings and structures or portions thereof after the Building Official has inspected the building or structure and has found no violations of the provisions of that code or other laws which are enforced by the enforcement agency. For loft units, completed bathrooms and kitchens shall not be required for issuance of TCO.

"Term" means the term of this Agreement.

"UDC" means the Unified Development Code.

"Village Street" means any of those roadways identified as Village Streets, whether public or private, which Master Developer is obligated to construct pursuant to the Master Traffic Study, together with associated curb, gutter, underground utility improvements including fiber optic interconnect, streetlights, traffic control signs and signals other than those for which a fee was paid pursuant to

Ordinance 5644, sidewalk or trail and landscaping as indicated on the appropriate cross section in the Design Guidelines.

## SECTION TWO

## APPLICABLE RULES AND CONFLICTING LAWS

2.01 Reliance on the Applicable Rules. City and Master Developer agree that Master Developer will be permitted to carry out and complete the development of the Community in accordance with the terms of this Agreement and the Applicable Rules. The terms of this Agreement shall supersede any conflicting provision of the City Code except as provided in Section 2.02 below.

2.02. Application of Subsequently Enacted Rules by the City. The City shall not amend, alter or change any Applicable Rule as applied to the development of the Community, or apply a new fee, rule regulation, resolution, policy or ordinance to the development of the Community, except as follows:

(a) The development of the Community shall be subject to the Building Codes and Fire Codes in effect at the time of issuance of the permit for the particular development activity.

(b) The application of a new uniformly-applied rule, regulation, resolution, policy or ordinance to the development of the Community is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents, and provided that City gives Master Developer written notice thirty (30) days prior to implementing a new policy.

(c) Nothing in this Agreement shall preclude the application to the Community of new or changed rules, regulations, policies, resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 2.03 to 2.05 of this Agreement are applicable.

(d) Should the City adopt or amend rules, regulations, policies, resolutions or ordinances and apply such rules to the development of the Community, other than pursuant to one of the above Sections 2.02(a), 2.02(b) or 2.02(c), the Master Developer shall have the option, in its sole discretion, of accepting such new or amended rules by giving written notice of such acceptance. City and the Master Developer shall subsequently execute an amendment to this Agreement evidencing the Master Developer's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.

2.03 Conflicting Federal or State Rules. In the event that any federal or state laws or regulations prevent or preclude compliance by City or Master Developer with one or more provisions of this Agreement or require changes to any approval given by City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

(a) Notice of Conflict. Either Party, upon learning of any such matter, will provide the other Party with written notice thereof and provide a copy of any such law, rule, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(b) Modification Conferences. The Parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.

2.04 City Council Hearings. In the event either Party believes that an amendment to this Agreement is necessary due to the effect of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Master Developer shall have the right to offer oral and written testimony at the hearing. Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section is subject to judicial review. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

2.05 City Cooperation. City shall cooperate with Master Developer in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under Section 2.04. As required by the Applicable Rules, Master Developer shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations. Permits issued to Master Developer shall not expire until the work covered under the permit is complete.

## SECTION THREE

## PLANNING AND DEVELOPMENT OF THE COMMUNITY

3.01 Permitted Uses, Density, and Height of Structures. Pursuant to NRS Chapter 278, this Agreement sets forth the maximum height of structures to be constructed in the Community, the density

of uses and the permitted uses of the land for each parcel within the Community.

(a) Maximum Units Permitted. The number of residential dwelling units allowed within the Community, as shown on **Exhibit B**, is three thousand eighty (3,080) units with seven hundred twenty (720) units in Development Area 1, twelve hundred fifty (1,250) units in Development Area 2, one thousand fifty (1,050) units in Development Area 3 and sixty (60) units in Development Area 4.

(b) Permitted Uses and Unit Types. The Community is planned for a mix of single family residential homes and multi-family residential homes including tower residential homes. In Development Areas 1, 2 and 3, ancillary commercial uses, each up to five thousand (5,000) square feet in size, shall be permitted. Clock towers and water features (if supplied by privately-owned water rights) shall be allowed in the Community. The additional uses allowed within the Community are listed in the Design Guidelines attached as **Exhibit "D"**. The types of buildings and dwelling units shall be permitted in accordance with the Applicable Rules.

(c) Density. Master Developer shall have the right to determine the number of residential dwelling units to be developed on any Development Parcel. Notwithstanding the foregoing, the maximum density permitted in Development Area 1 shall be seven hundred twenty (720) residential units; Development Area 2 shall be twelve hundred fifty (1,250) residential units; Development Area 3 shall be one thousand fifty (1,050) residential units; and Development Area 4 shall be sixty (60) residential units. With respect to any proposed and approved tower residential, only after issuance of a TCO on the building will the unit C of Os be requested on an individual unit by unit basis.

(d) Maximum Height. The maximum height shall be governed by the Code except as otherwise provided for in the Design Guidelines attached as **Exhibit "D"**.

(e) Phasing.

(i) Development Area 1 will be the first multifamily development in the Community.

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

(iii) Master Developer and City agree that prior to the approval for construction of the eighteen hundred and ninety-sixth (1,896th) residential unit, by way of a

building permit issuance, Master Developer shall have substantially completed the drainage infrastructure required in Development Area 4. For purposes of this subsection, substantially completed shall mean the installation of the box culverts required pursuant to the City-approved Master Drainage Study.

(iv) Clubhouse Drive extension as shown in **Exhibit "C's"** Exhibits L-1 and L-2 shall be completed prior to the approval for construction of the eighteen hundred and ninety-sixth (1,896th) residential unit, by way of a building permit issuance.

(f) Construction Operations. Master Developer may construct within Development Area 1, Development Area 2 and Development Area 3 twenty-four (24) hours per day, subject to Las Vegas Municipal Code Section 9.16, to allow for expedited construction.

(g) Grading and Earth Movement.

(i) Master Developer understands that it must obtain Federal Emergency Management Agency's ("FEMA") CLOMAR approval prior to any mass grading on the FEMA designated areas of the Property.

(ii) Master Developer's intention is that the Property's mass grading and cut and fill earth work will balance, thereby mitigating the need for the import and export of fill material. However, there will be a need to import and/or export dirt for landscape fill.

(iii) In order to minimize earth movement to and from the Property, Master Developer shall be authorized to do all things necessary to process the cut materials on site to create the needed fill materials, therefore eliminating or significantly reducing the need to take cut and fill materials to and from the Property. After approval of the Master Rough Grading Plan, other than the necessary Clark County Department of Air Quality Management approvals needed, Master Developer shall not be required to obtain further approval for rock crushing, earth processing and stockpiling on the Property. The rock crushing shall be located no less than five hundred (500) feet from existing residential homes and shall be subject to Las Vegas Municipal Code Section 9.16.

3.02. Entitlement Requests.

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

(i) Expeditiously process all Entitlement Requests in connection with the Property that are in compliance with the Applicable Rules and Master Studies; and

(ii) Promptly consider the approval of Entitlement Requests, subject to reasonable conditions not otherwise in conflict with the Applicable Rules or the Master Studies.

(b) Zoning Entitlement for Property. The Parties acknowledge and agree that the Property will be rezoned for development in accordance with the Peccole Ranch Master Plan, as amended, to allow for the development of the densities provided for herein.

(c) Other Entitlement Requests. Except as provided herein, all other Entitlement Request applications shall be processed by City according to the Applicable Rules. The Parties acknowledge that the procedures for processing such Entitlement Request applications are governed by this Agreement, and if not covered by this Agreement, then by the Code. In addition, any additional application requirements delineated herein shall be supplemental and in addition to such Code requirements.

(i) Site Development Plan Review. Unless otherwise provided for herein, Master Developer shall satisfy all Code requirements for the filing of an application for a Site Development Plan Review, except no Site Development Plan Review will be required for any of the up to sixty (60) residential units in Development Area 4. The open space requirements for each development within the Community shall be addressed with each Site Development Plan Review.

The Parties agree that the City Referral Group shall review all Site Development Plan Reviews within the Community. All rulings, decisions and recommendations by the City Referral Group shall be by majority vote of the quorum in attendance. The Chairman of the City Referral Group shall be the Director of Planning. The City Referral Group shall hear and consider the facts presented and determine whether to approve or deny the site plan. Any approval may include any conditions, stipulations, requirements or limitations that may be necessary to fulfil the intent of this Agreement. The Parties agree that:

(1) Within thirty (30) days of a submission being deemed completed, the Director of Planning shall notify the applicant, in writing, of the action and decision of the City Referral Group. The notification shall include any conditions that may be required to complete the Site Plan Review.

(2) An applicant may appeal the decision of the City Referral Group to the Planning Commission by submitting a written appeal to the Director of Planning within ten (10) days

of receipt of the City Referral Group's action, stating whether there is a disagreement. A final appeal can be referred to the City Council by either the applicant or the Director of Planning for a final decision.

(ii) Special Use Permits. Except as provided for herein, Master Developer shall satisfy all Code requirements for the filing of an application for a special use permit. The Parties further agree that:

(1) Except as otherwise provided in this Agreement and the Design Guidelines, special use permit applications shall be processed in accordance with the UDC.

(2) City shall not accept any special use permit application without written verification that the Master Developer either approves of the application or has no objection thereto.

3.03. Dedicated Staff and the Processing of Applications.

(a) Processing Fees, Generally. All Entitlement Requests, Minor or Major Modification Requests and all other requests related to the development of the Community shall pay the fees as provided by the UDC.

(b) Inspection Fees. Construction documents and plans that are prepared on behalf of Master Developer for water facilities such as water pumping stations, water reservoirs, water transmission mains, and water distribution mains, that are reviewed by City for approval, shall not require payment of inspection fees to City unless the water service provider will not provide those inspection services.

(c) Dedicated Staff. Upon written request from Master Developer to City, City shall provide within thirty (30) days from written notice, if staff is available, and Master Developer shall pay for a full-time inspector dedicated only to the development of the Community. If City staff is not available, City agrees to outsource to a third-party inspection company and Master Developer agrees to pay for such outsourcing.

3.04 Modification of Design Guidelines. Parties agree that the only proper entity to request a modification or deviation to the Design Guidelines is the Master Developer entity. A modification or deviation to the Design Guidelines shall not be permitted by: any other purchaser of real property within the Community, the HOA or Similar Entity.

(a) Applicant. Requests for all modifications of the Design Guidelines may be made only by Master Developer.

(b) Minor Modifications. Except as otherwise provided for herein, Minor Modifications are changes to the Design Guidelines that include:

(i) changes in architectural styles, color palettes and detail elements.

(ii) the addition of similar and complementary architectural styles, color palettes and detail elements to residential and commercial uses.

(iii) changes in building materials.

(iv) changes in landscaping materials, plant palettes, and landscaping detail elements.

(c) Submittal, Review, Decision, and Appeal.

(i) An application for Minor Modification of the Design Guidelines may be made to the Director of Planning for his consideration. The Director of the Department of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(ii) The Director of the Department of Planning may, in his discretion, approve a Minor Modification or impose any reasonable condition upon such approval. The Director of Planning shall issue a written decision within thirty (30) business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (iii) below. Applications for which no written decision is issued within thirty (30) business days shall be deemed approved. If the Director of the Department of Planning rejects a request for a Minor Modification, the request shall automatically be deemed a Major Modification, and at the option of the Master Developer, the decision of the Director of the Department of Planning may be appealed to the Planning Commission.

(iii) Master Developer may appeal any decision of the Director of the Department of Planning to the Planning Commission by providing a written request for an appeal within ten (10) business days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available Planning Commission meeting.

(iv) Master Developer may appeal any action of the Planning Commission by

providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(d) Major Modifications.

(i) Any application for a modification to the Design Guidelines that does not qualify as a Minor Modification is a Major Modification. All applications for Major Modifications shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of the application or its receipt of the appeal provided for in Section (c) above, whichever is applicable.

(ii) Without limiting the foregoing, a Major Modification that increases density in the Community may only be done so by formally amending this Agreement pursuant to Section 4 below, to reflect such increase in density. The Master Developer shall meet and confer with the Director of Public Works or his designee as to whether an update to the Master Studies is required. If the Director of Public Works or his designee requires an update to one or more of the Master Studies, such update shall be prepared by Master Developer and submitted to the Department of Public Works no later than fifteen (15) business days prior to the date upon which the Planning Commission is to consider any such amendment.

(iii) All actions by the Planning Commission on Major Modifications shall be scheduled for a hearing at the next available City Council meeting.

3.05 Deviation to Design Guidelines. A deviation is an adjustment to a particular requirement of the Design Guidelines for a particular Development Parcel or lot.

(a) Minor Deviation. A Minor Deviation must not have a material and adverse impact on the overall development of the Community and may not exceed ten percent (10%) of a particular requirement delineated by the Design Guidelines. An application for a Minor Deviation may only be made under the following circumstances:

i) A request for deviation from any particular requirement delineated by the Design Guidelines on ten percent (10%) or less of the lots in a Development Parcel; or

ii) A request for deviation from the following particular requirements on greater than 10% of the lots in a Development Parcel or the entire Community:

a) Changes in architectural styles, color palettes and detail

elements.

b) The addition of similar and complementary architectural styles, color palates and detail elements to residential and commercial uses.

c) Changes in building materials.

d) Changes in landscaping materials, plant palettes, and landscaping detail elements.

e) Setback encroachments for courtyards, porches, miradors, casitas, architectural projections as defined by the Design Guidelines, garages and carriage units.

f) Height of courtyard walls.

(b) Administrative Review Permitted. An application for a Minor Deviation may be filed by the Master Developer or an Authorized Designee as provided herein. Any application by a an Authorized Designee of Master Developer must include a written statement from the Master Developer that it either approves or has no objection to the request.

(c) Submittal, Review and Appeal

(i) An application for a Minor Deviation from the Design Guidelines may be made to the Director of the Department of Planning for their consideration. The Director of the Department of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(ii) The Director of the Department of Planning may, in their discretion, approve or deny a Minor Deviation or impose any reasonable condition upon such approval. The Director of the Department of Planning shall issue a written decision within thirty (30) business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (3) below. Applications for which no written decision is issued within thirty (30) days shall be deemed approved.

(iii) Master Developer or an Authorized Designee may appeal any decision of the Director of the Department of Planning to the Planning Commission by providing a written request for an appeal within ten (10) business days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available Planning Commission meeting.

(iv) Master Developer or an Authorized Designee may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(d) Major Deviation. Any application for a modification to the Design Guidelines that does not qualify as a Minor Deviation is a Major Deviation. A Major Deviation must not have a material and adverse impact on the overall development of the Community and may exceed ten percent (10%) of any particular requirement delineated by the Design Guidelines.

(i) City Council Approval Required. An application for a Major Deviation may be filed by the Master Developer or an Authorized Designee as provided herein. Any application by an Authorized Designee must include a written statement from the Master Developer that it either approves or has no objection to the request. Major Deviations shall be submitted to the Planning Commission for recommendation to the City Council, wherein the City Council shall have final action on all Major Deviations.

(ii) Submittal, Review and Approval.

(1) All applications for Major Deviations shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of the application.

(2) All actions by the Planning Commission on Major Deviations shall be scheduled for a hearing by the City Council within thirty (30) days of such action.

(e) If Master Developer or an Authorized Designee requests a deviation from adopted City Infrastructure Improvement Standards, an application for said deviation shall be submitted to the Land Development Section of the Department of Building and Safety and related fees paid for consideration by the City Engineer pursuant to the Applicable Rules.

(f) Any request for deviation other than those specifically provided shall be processed pursuant to Section 3.04 (Modifications of Design Guidelines).

3.06 Anti-Moratorium. The Parties agree that no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the construction, rate, timing or sequencing of the development of property including those that affect parcel or subdivision maps, building permits,

occupancy permits or other entitlements to use land that are issued or granted by City shall apply to the development of the Community or portion thereof. Notwithstanding the foregoing, City may adopt ordinances, resolutions or rules or regulations that are necessary to:

(a) comply with any state or federal laws or regulations as provided by Section 2.04, above;

(b) alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Property, in which event the ordinance shall contain the most minimal and least intrusive alternative possible, and shall not, in any event, be imposed arbitrarily; or

(c) maintain City's compliance with non-City and state sewerage, water system and utility regulations. However, the City as the provider of wastewater collection and treatment for this development shall make all reasonable best efforts to insure that the wastewater facilities are adequately sized and of the proper technology so as to avoid any sewage caused moratorium.

In the event of any such moratorium, future ordinance, resolution, rule or regulation, unless taken pursuant to the three exceptions contained above, Master Developer shall continue to be entitled to apply for and receive consideration of Entitlement Requests and other applications contemplated in Section 3 in accordance with the Applicable Rules.

3.07. Property Dedications to City. Except as provided in herein, any real property (and fixtures thereupon) transferred or dedicated to City or any other public entity shall be free and clear of any mortgages, deeds of trust, liens or encumbrances (except for any encumbrances that existed on the patent at the time it was delivered to Master Developer from the United States of America).

**SECTION THREE (A)**

**MAINTENANCE OF THE COMMUNITY**

3(A).01 Maintenance of Public and Common Areas.

(a) Master Community HOA. Master Developer agrees to organize a Master HOA or Similar Entity to manage and maintain sidewalk, common landscape areas, any landscaping within the street rights-of-way including median islands, private drainage facilities located within common elements, including but not limited to, rip-rap lined channels and natural arroyos as determined by the Master Drainage Study or applicable Technical Drainage Studies, but excluding City dedicated public streets,

curbs, gutters, streetlights upon City-dedicated public streets, City owned traffic control devices and traffic control signage and permanent flood control facilities.

(b) Maintenance Obligations of the Master HOA and Sub-HOAs. The Master HOA or Similar Entity and the Sub-HOAs (which hereinafter may be referred to collectively as the "HOAs") shall be responsible to maintain in good condition and repair all common areas that are transferred to them for repair and maintenance (the "Maintained Facilities"), including, but not limited to developed and undeveloped sidewalks, private streets, private alleys, private drives, landscaped areas, parks and park facilities, trails, amenity zones, and any landscaping in, on and around medians and public rights-of-way.

Master Developer acknowledges and agrees that the Master HOA or Similar Entity and Sub-HOA (as applicable) are common-interest communities created and governed by declarations ("Declarations") as such term is defined in NRS 116.037. The Declarations will be recorded by Master Developer or Designated Builders as an encumbrance against the property to be governed by the appropriate HOA. In each case, the HOA shall have the power to assess the encumbered property to pay the cost of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such assessments. Master Developer further agrees that such Declarations will contain a covenant running to the benefit of City, and enforceable by City, that such facilities will be maintained in good condition and repair. Such HOAs will be Nevada not-for-profit corporations with a board of directors elected by the subject owners, provided, however, that Master Developer may control the board of directors of such HOA for as long as permitted by applicable law.

(c) The Declaration for the Master HOA, when it has been fully executed and recorded with the office of the Clark County Recorder, shall contain (or effectively contain) the following provisions:

(i) that the governing board of the HOA must have the power to maintain the Maintained Facilities;

(ii) that the plan described in Section 3A.02 can only be materially amended by the Master HOA or Similar Entity board;

(iii) that the powers under the Declaration cannot be exercised in a manner that would defeat or materially and adversely affect the implementation of the Maintenance Plan defined below; and

(iv) that in the event the Master HOA fails to maintain the Maintained Facilities in accordance with the provisions of the plan described in Section 3A.02, City may exercise its rights under the Declaration, including the right of City to levy assessments on the property owners for costs incurred by City in maintaining the Maintained Facilities, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon. Upon request, City shall have the right to review the Declaration for the sole purpose of determining compliance with the provisions of this Section.

3(A).02 Maintenance Plan. For park and common areas, maintained by the Master HOA or Similar Entity or Sub-HOA (as applicable) the corresponding Declaration pursuant to this Section shall provide for a plan of maintenance.

3(A).03 Release of Master Developer. Following Master Developer's creation of HOAs to maintain the Maintained Facilities, and approval of the maintenance plan with respect to each HOA, City will hold each HOA responsible for the maintenance of the Maintained Facilities in each particular development covered by each Declaration and Master Developer shall have no further liability in connection with the maintenance and operation of such particular Maintained Facilities. Notwithstanding the preceding sentence, Master Developer shall be responsible for the plants, trees, grass, irrigation systems, and any other botanicals or mechanical appurtenances related in any way to the Maintained Facilities pursuant to any and all express or implied warranties provided by Master Developer to the HOA under NRS Chapter 116.

3(A).04 City Maintenance Obligation Acknowledged. City acknowledges and agrees that all permanent flood control facilities including but not limited to those improvements identified in the Master Drainage Study or applicable Technical Drainage Studies for public maintenance and all City dedicated public streets (excluding any landscape within the right-of-way), associated curbs, gutters, City-owned traffic control devices, signage, and streetlights upon City-dedicated public streets within the Community and accepted by the City will be maintained by City in good condition and repair at the City's sole cost and expense. City reserves the rights to modify existing sidewalks and the installation of sidewalk ramps and install or modify traffic control devices on common lots abutting public streets at the discretion of the Director of Public Works. Master Developer or Master HOA or Similar Entity will maintain all temporary

detention basins or interim facilities identified in the Master Drainage Study or applicable Technical Drainage Studies. The City agrees to cooperate with the Master Developer and will diligently work with Master Developer to obtain acceptance of all permanent drainage facilities.

## SECTION FOUR

## DEFAULT

4.01 Opportunity to Cure; Default. In the event of any noncompliance with any provision of this Agreement, the Party alleging such noncompliance shall deliver to the other by certified mail a ten (10) day notice of default and opportunity to cure. The time of notice shall be measured from the date of receipt of the certified mailing. The notice of noncompliance shall specify the nature of the alleged noncompliance and the manner in which it may be satisfactorily corrected, during which ten (10) day period the party alleged to be in noncompliance shall not be considered in default for the purposes of termination or institution of legal proceedings.

If the noncompliance cannot reasonably be cured within the ten (10) day cure period, the non-compliant Party may timely cure the noncompliance for purposes of this Section 4 if it commences the appropriate remedial action with the ten (10) day cure period and thereafter diligently prosecutes such action to completion within a period of time acceptable to the non-breaching Party. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period shall not be longer than ninety (90) days from the date the ten (10) day notice of noncompliance and opportunity to cure was mailed to the non-compliant Party.

If the noncompliance is corrected, then no default shall exist and the noticing Party shall take no further action. If the noncompliance is not corrected within the relevant cure period, the non-complaint Party is in default, and the Party alleging non-compliance may declare the breaching Party in default and elect any one or more of the following courses.

(a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged noncompliance, the Party alleging the default may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for

consideration and review solely by the City Council.

(b) Amendment or Termination by City. Following consideration of the evidence presented before the City Council and a finding that a substantial default has occurred by Master Developer and remains uncorrected, City may amend or terminate this Agreement pursuant to NRS 278. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Master Developer, as determined under the Applicable Rules, existing or received as of the date of the termination. Master Developer shall have twenty-five (25) days after receipt of written notice of termination to institute legal action pursuant to this Section to determine whether a default existed and whether City was entitled to terminate this Agreement. Should City terminate this Agreement, City agrees that, at the request of the Master Developer, the zoning on the Property shall revert back to the zoning on the Effective Date of this Agreement.

(c) Termination by Master Developer. In the event City substantially defaults under this Agreement, Master Developer shall have the right to terminate this Agreement after the hearing set forth in this Section. Master Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations by pursuing an action pursuant to this Section 4.

4.02. Unavoidable Delay; Extension of Time. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, national disasters, terrorist attacks, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, third-party lawsuits, or acts of God. If written notice of any such delay is given to one Party or the other within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the party in receipt of the notice within thirty (30) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between City and Master Developer.

4.03. Limitation on Monetary Damages. City and the Master Developer agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, City and Master Developer (or its permitted assigns) may pursue any course of action at law or in equity available for breach of contract, except that neither Party shall be liable to the

other or to any other person for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Notwithstanding the foregoing, the Parties are not waiving any rights afforded to them under NRS 278.0233 or any other provisions of NRS 278.

4.04. Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada or the United States District Court, District of Nevada. The parties agree to mediate any and all disputes prior to filing of an action in the Eighth Judicial District Court unless seeking injunctive relief.

4.05. Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

4.06. Applicable Laws; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

**SECTION FIVE**

**GENERAL PROVISIONS**

5.01. Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the thirtieth (30) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that the Master Developer shall have the right to request extension of the Term of this Agreement for an additional five (5) years upon the following conditions:

(a) Master Developer provides written notice of such extension to City at least one hundred-eighty (180) days prior to the expiration of the original Term of this Agreement;

(b) Master Developer is not in default of this Agreement; and

(c) Master Developer and City enter into an amendment to this Agreement memorializing the extension of the Term.

5.02. Assignment.

The Parties acknowledge that the intent of this Agreement is that there is a Master Developer responsible for all of the obligations in this Agreement throughout the Term of this Agreement.

(a) At any time during the Term, Master Developer and its successors-in-interest shall have the right to sell, assign or transfer all of its rights, title and interests to this Agreement (a "Transfer") to any person or entity (a "Transferee"). Except in regard to Transfers to Pre-Approved Transferees (which does not require any consent by the City as provided in Section 5.02(b) below), prior to consummating any Transfer, Master Developer shall obtain from the City written consent to the Transfer as provided for in this Agreement, which consent shall not be unreasonably withheld, delayed or conditioned. Master Developer's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City to consider and respond to Master Developer's request. Master Developer shall provide information to the City that Transferee, its employees, consultants and agents (collectively "Transferee Team") has: (i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Master Developer's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and the full execution of an Assignment and Assumption Agreement by City, Master Developer and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for all of the obligations in this Agreement and Master Developer shall be fully released from the obligations in this Agreement.

(b) Pre-Approved Transferees. Notwithstanding anything in this Agreement to the contrary, the following Transferees constitute "Pre-Approved Transferees," for which no City consent shall be required provided that such Pre-Approved Transferees shall assume in writing all obligations of the Master Developer hereunder by way of an Assignment and Assumption Agreement. The Assignment and Assumption Agreement shall be approved by the City Manager, whose approval shall not be unreasonably withheld, delayed or conditioned. The Assignment and Assumption Agreement shall be executed by the Master Developer and Pre-Approved Transferee and acknowledged by the City

Manager. The Pre-Approved Transferee shall thenceforth be deemed to be the Master Developer and be responsible for all of the obligations in this Agreement and Master Developer shall be fully released from the obligations in this Agreement.

1) An entity owned or controlled by Master Developer or its Affiliates;

2) Any Investment Firm that does not plan to develop the Property. If Investment Firm desires to: (i) develop the Property, or (ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, the Investment Firm shall obtain from the City written consent to: (i) commence development, or (ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, which consent shall not be unreasonably withheld, delayed or conditioned. Investment Firm's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City Council to consider. Investment Firm shall provide information to the City that Investment Firm or Transferee and their employees, consultants and agents (collectively "Investment Firm Team" and "Transferee Team", respectively) that intends to develop the Property has: (i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Investment Firm's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and full execution of an Assignment and Assumption Agreement by City, Investment Firm and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for the all of the obligations in this Agreement.

(c) In Connection with Financing Transactions. Master Developer has full and sole discretion and authority to encumber the Property or portions thereof, or any improvements thereon, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement.

5.03. Sale or Other Transfer Not to Relieve the Master Developer of its Obligation. Except as expressly provided herein in this Agreement, no sale or other transfer of the Property or any subdivided development parcel shall relieve Master Developer of its obligations hereunder, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such purchaser shall be deemed to be the Master Developer hereunder. This Section shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

5.04 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, the Master Developer shall hold City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Master Developer or those of its contractors, subcontractors, agents, employees, or other persons acting on Master Developer's behalf which relate to the development of the Community. Master Developer agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Master Developer's activities in connection with the development of the Community other than any challenges to the validity of this Agreement or City's approval of related entitlements. Master Developer and City agree to equally pay all costs and attorneys fees for a defense in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agent, employees, or representatives. This section shall survive any termination of this Agreement.

5.05. Binding Effect of Agreement. Subject to this Agreement, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective assigns and successors-in-interest and the property which is the subject of this Agreement.

5.06 Relationship of Parties. It is understood that the contractual relationship between City and Master Developer is such that Master Developer is not an agent of City for any purpose and City is not an agent of Master Developer for any capacity.

5.07 Counterparts. This Agreement may be executed at different times and in multiple

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect to any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery of a counterpart by facsimile or portable document format (pdf) through electronic mail transmission shall be as binding an execution and delivery of this Agreement by such Party as if the Party had delivered an actual physical original of this Agreement with an ink signature from such Party. Any Party delivering by facsimile or electronic mail transmission shall promptly thereafter deliver an executed counterpart original hereof to the other Party.

5.08 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing. Delivery may be accomplished in person, by certified mail (postage prepaid return receipt requested), or via electronic mail transmission. Mail notices shall be addressed as follows:

| | |
|---|---|
| To City: | City of Las Vegas<br>495 South Main Street<br>Las Vegas, Nevada 89101<br>Attention: City Manager<br>Attention: Director of the Department of Planning |
| To Master Developer: | 180 LAND COMPANY LLC<br>1215 Fort Apache Road, Suite 120<br>Las Vegas, NV 89117 |
| Copy to: | Chris Kaempfer<br>Kaempfer Crowell<br>1980 Festival Plaza Drive, Suite 650<br>Las Vegas, Nevada 89135 |

Either Party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

5.09 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental

hereto and supersedes all negotiations or previous agreements between the Parties with respect to all of any part of the subject matter hereof.

5.10 Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of Master Developer or approved by the City Council, as the case may be.

5.11 Recording; Amendments. Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and Master Developer in a form suitable for recordation in the Official Records of Clark County, Nevada. No amendment of this Agreement shall in and of itself amend the Major Modification to the 1990 Peccole Ranch Master Plan attached hereto as **Exhibit "C"** unless that is the expressed intention of the Parties to do so as it relates to the Property. Upon completion of the performance of this Agreement, a statement evidencing said completion, shall be signed by the appropriate officers of the City and Master Developer and shall be recorded in the Official Records of Clark County, Nevada. A revocation or termination shall be signed by the appropriate officers of the City or Master Developer and shall be recorded in the Official Records of Clark County, Nevada.

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

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

5.14 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate

the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the Parties.

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

5.16 No Third Party Beneficiary. This Agreement is intended to be for the exclusive benefit of the Parties hereto and their permitted assignees. No third party beneficiary to this Agreement is contemplated and none shall be construed or inferred from the terms hereof. In particular, no person purchasing or acquiring title to land within the Community, residing in the Community, or residing outside the Community shall, as a result of such purchase, acquisition or residence, have any right to enforce any obligation of Master Developer or City nor any right or cause of action for any alleged breach of any obligation hereunder by either party hereto.

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

**SECTION SIX**

**REVIEW OF DEVELOPMENT**

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

**[Signatures on following pages]**

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

**CITY:**

**CITY COUNCIL, CITY OF LAS VEGAS**

By:

_____
Mayor

Approved as to Form:

_____
Deputy City Attorney

Attest:

City Clerk

By:

_____
LuAnn Holmes, City Clerk

**MASTER DEVELOPER**

**180 LAND COMPANY LLC,**

a Nevada limited liability company

By: _____

Name: _____

Title: _____

SUBSCRIBED AND SWORN TO before me

on this _____ day of _____,

2015.

_____

Notary Public in and for said County and State