

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellant,

vs.

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

Respondents.

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

Appellants/Cross-Respondents,

vs.

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

Respondent/Cross-Appellant.

No. 84345 Electronically Filed
Aug 25 2022 08:05 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

No. 84640

JOINT APPENDIX,
VOLUME NO. 128, Pt. 2

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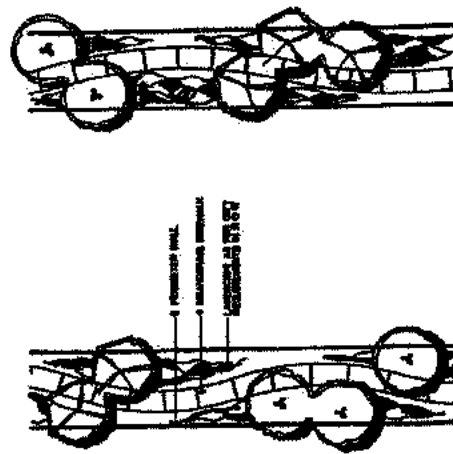
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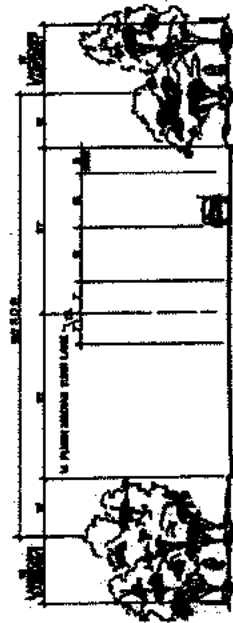
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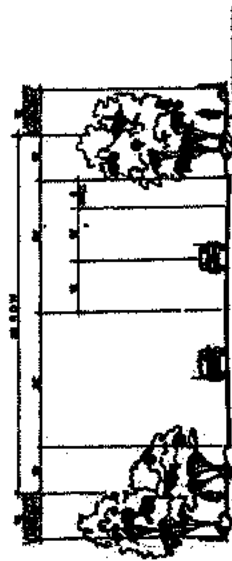
ROADWAY PLAN AND CROSS SECTIONS **Peccole Ranch Partnership**

Sheet 2
 11-10-10

2. ROADWAY
 111A



CROSS SECTION OF INTERSECTION, PECCOLE RANCH ROAD



CROSS SECTION OF INTERSECTION, PECCOLE RANCH ROAD

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Schools

A 19.7 acre school site is designated in Phase Two of Friends Ranch. The level of education served by the site, such as elementary or middle school status, will not be determined until development occurs and the student population becomes more clearly defined. A 10.1 acre elementary school site is reserved in Phase One, and according to the Clark County School District this site has been approved and will be purchased based upon acceptable approvals. The site will be developed to meet the requirements of the Clark County School District. According to Clark County School District standards, a typical elementary school requires a student body of approximately 600 to support the facility, whereas a junior high school requires 1,250 students. Student population projections for Phase One and Two are attached.

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DEVELOPMENT PLAN - PHASE TWO

The Pecos Ranch Partnership is the lead developer for Pecos Ranch and will assume the responsibility of the following:

- Full street improvements for internal collector streets and partial improvements for other public streets adjacent to the development, or as agreed upon with the City of Las Vegas. See roadway Exhibits E and F on the following pages
- Delivery of water, sewer, telephone, and power to all parcels
- Rough grade of all parcels
- Open Space development and landscaping
- Erosion treatments, including landscaping, water features, special pavement, and project signs
- All landscaping along arterial roads (Charleston Boulevard, Sahara Avenue, and Fort Apache Road) and within internal boulevards
- An information center.

Street and utilities are currently under construction in Phase One.

QUALITY OF DEVELOPMENT

Design, Architecture, and Landscape standards will be established for the development. A Design Review Committee will review and approve all plans for parcel development in Pecos Ranch. Covenants, Conditions and Restrictions will be established to guarantee the continued quality of development, and a Master 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 area within these areas.

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GENERAL PLAN CONFORMANCE

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 proposed Peccole Ranch Master Plan designed with an inherent flexibility to meet changing market demands at the time of actual development. Specifically, the proposed 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 "heavy 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.

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PECCOLE RANCH
LAND USE DATA
PHASE TWO

LAND USE	ACRES	NET DENSITY	NET UNITS
Single-Family	481.0	7.0 du/ac	2,907
Multi-Family	60.0	24.0 du/ac	1,440
Commercial/Office	194.3	-	-
Resort-Casino	56.0	-	-
Golf Course Drainage	211.6	-	-
Right-of-Way	80.4	-	-
Elementary School	13.1	-	-
TOTAL	986.4	4.5 du/ac	4,247

Note: Overall density based upon all areas except R.O.W.

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PEOCOLE RANCH

LAND USE DATA

OVERALL MASTER PLAN

LAND USE	NET ACRES	DENSITY RANGES
Single Family	728.49	4.0 - 8.0 du/ac
Multi-Family	105.36	8.0 - 24.0 du/ac
Mixed Use Village Center (Commercial, Office, Multi-Family)	75.56	20.0 - 35.0 du/ac
Neighborhood Commercial/Office	197.05	
Recreation	56.0	
Necking Horse	8.25	
Golf Course/Open Space/Drainage	253.07	
Right-of-Way	114.37	
Schools	30.44	
TOTAL	1,568.6	

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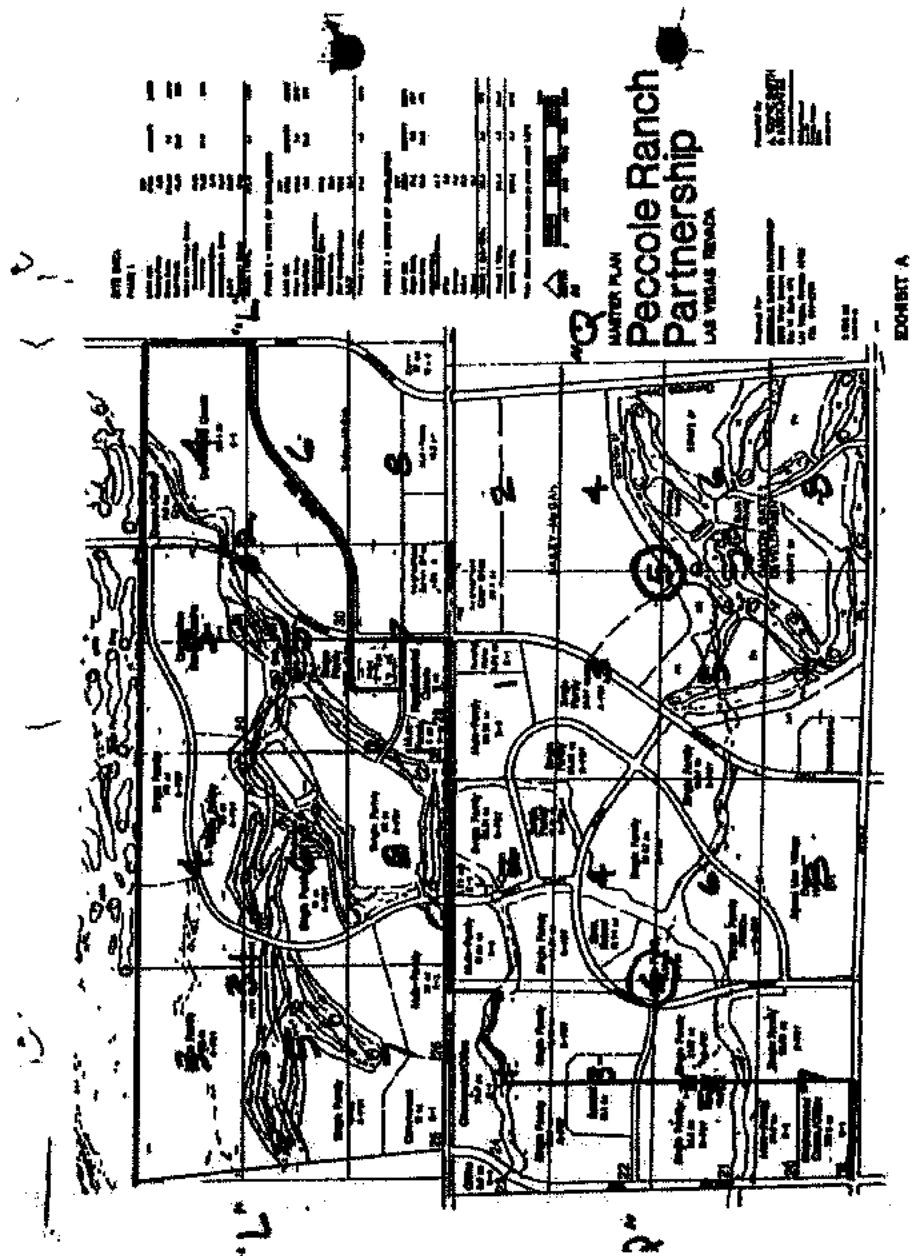
**PEOCLE RANCH
STUDENT POPULATION PROJECTIONS**

GRADE	PHASE ONE	PHASE TWO	MASTER PLAN
K thru 6	902	765	1,667
7 thru 9	347	294	641
10 thru 12	343	291	634
TOTAL	1,592	1,350	2,942

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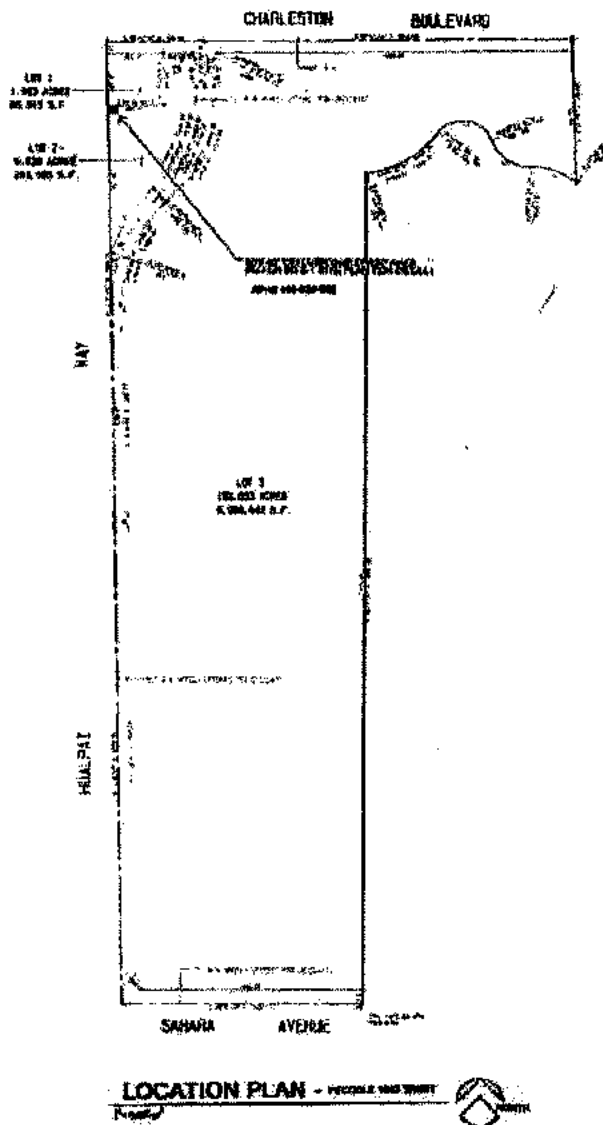
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HERRICK ARCHITECTURE

CELLULAR ONE

3100 PLYMOUTH AVENUE, SUITE 200
ANN ARBOR, MI 48106
(734) 764-1818

ANGEL PARK 03-002

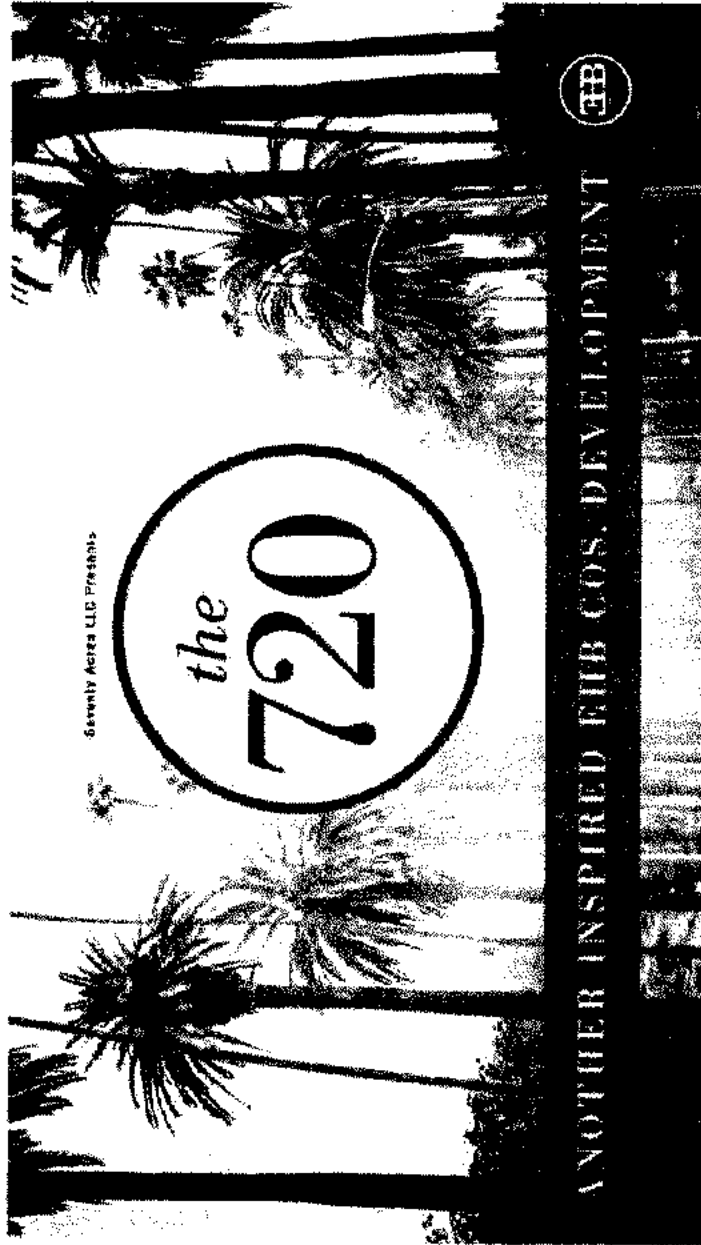
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Project: Cell
File: 03-002
Date: 1/1/00
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THE NEW VISION

Ultra-low Density Meets Lifestyle Multi-Family Residential

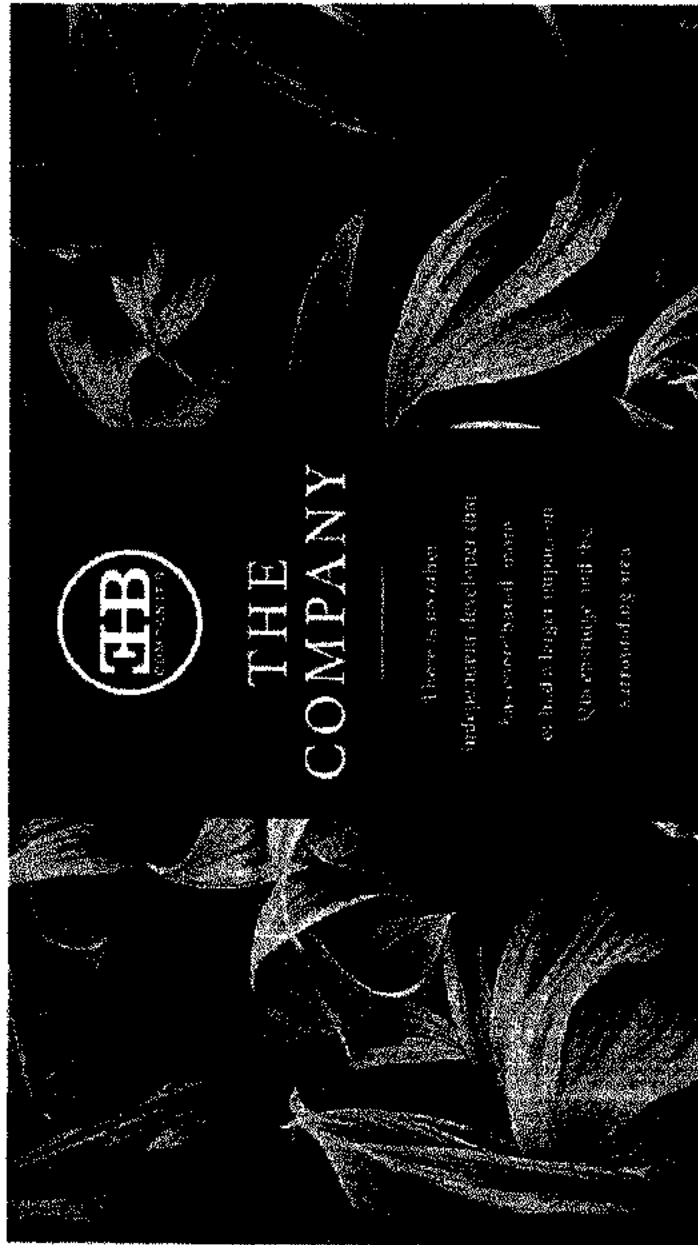


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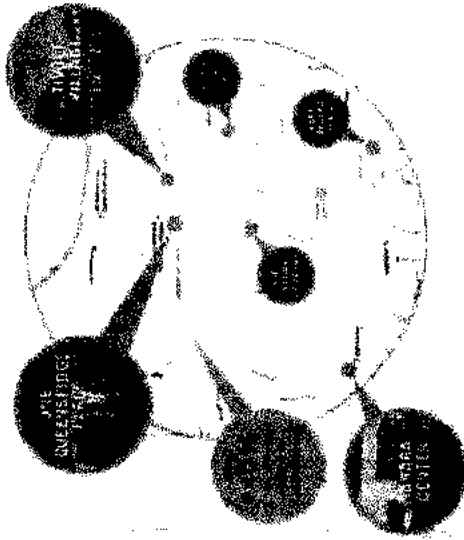
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THE COMPANY

20 Years in The Neighborhood



EBH 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.

- 500,000 SQ. FT. HIGH RISE APARTMENT BUILDING
- 275,000 SQ. FT. HIGH RISE APARTMENT BUILDING
- 150,000 SQ. FT. HIGH RISE APARTMENT BUILDING
- 150,000 SQ. FT. HIGH RISE APARTMENT BUILDING
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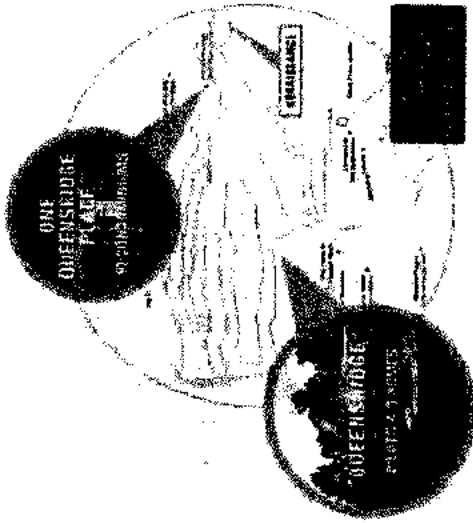
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THE COMPANY

Still in The Neighborhood



The principals of EHB Cos. ALL LIVE IN
**QUEENSBIDGE OR ONE QUEENSBIDGE
 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 **100,000 sq. ft. retail**
 and **100,000 sq. ft. commercial** site
 on **Southwest Lake Street.**

3B

ROR003611

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23432

EHB Companies
Badlands Update
Nov 1, 2016, 11:36:54 PM
dalerossener@gmail.com



Dear Neighbors,

As part of our continued effort to keep you apprised of the latest developments related to the redevelopment of Badlands, this communication serves to inform you that we have decided to pull the applications denied by the Planning Commission on October 12th, 2016. At this time, we are only moving forward with the applications that were approved by the Planning Commission. We look forward to presenting other projects to you in the future.

Thank you.

EHB Companies LLC, as Manager of Applicants

EHB Companies LLC is a registered company

EHB Companies, 1215 S. Ft. Apache, Las Vegas, NV 89117

ROR004027

23456

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PECCOLE RANCH

LAND USE DATA

PHASE TWO

LAND USE	ACRES	NET DENSITY	NET UNITS
Single-Family	441.0	7.0 du/ac	2,807
Multi-Family	40.0	24.0 du/ac	1,440
Commercial/Office	194.3		
Resort-Casino	54.0		
Golf Course Drainage	211.6		
Right-of-Way	60.4		
Elementary School	13.1		
TOTAL	996.4	4.5 du/ac	4,247

Note: Overall density based upon all areas except R.O.W.

18

ROR004587

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PLANNING
COMMISSION
MEMBERS
MARTIN W. CALVERT
WILLIAM E. WILSON
JOHN W. WILSON
JAMES E. WILSON



CITY of LAS VEGAS

PLANNING AND DEVELOPMENT DEPARTMENT

February 11, 1983

Ms. Wanda Porcile
P.O. Box 1002
8700 West Charleston Boulevard
Las Vegas, Nevada 89117

RE: FINAL MAP - PECQUE WEST - 77-3-36

Dear Ms. Porcile:

Your request for a Final Map for the PECQUE WEST address on property located on the north side of Charleston Boulevard, between Municipal Way and Rainbow Boulevard, Ward 7, N-1 Zone, plus Resubdivision of lots 10, 11, 12, and 13, was considered by the Planning Commission on February 8, 1983.

The Planning Commission unanimously voted to APPROVE your request, subject to the following:

1. Conformances to all Conditions of Approval for the Tentative Map.
2. Parcel 5 must be shown on the Final Map as a public Drainage Easement with private maintenance as per the approved Master Drainage Plan. Individual site-specific drainage studies shall be submitted as the individual subdivision "pods" are developed.
3. Prior to recordation of the Final Map, the applicant must submit a Revised Final Map "clarity" showing the developer's intent as to dedication of roadway right-of-way and/or easements along the A-10 Drive alignment which was required by the Tentative Map to be an A-10 Drive roadway easement.
4. Prior to recordation, the Final Map must show all required easements and right-of-way dedications, must coincide with the approved drainage plan and construction plans and the "Map of the City" must make specific reference to all easements and right-of-way dedicated for public use as required by the Department of Public Works. Approaches and visibility triangles at all intersections, as well as all other required information, must be shown on the Final Map at all intersections where an underpass or overpass is required with an existing public street and all other locations as required by the Traffic Engineer.



Very truly yours,
City Engineer

City Engineer

ROR004597

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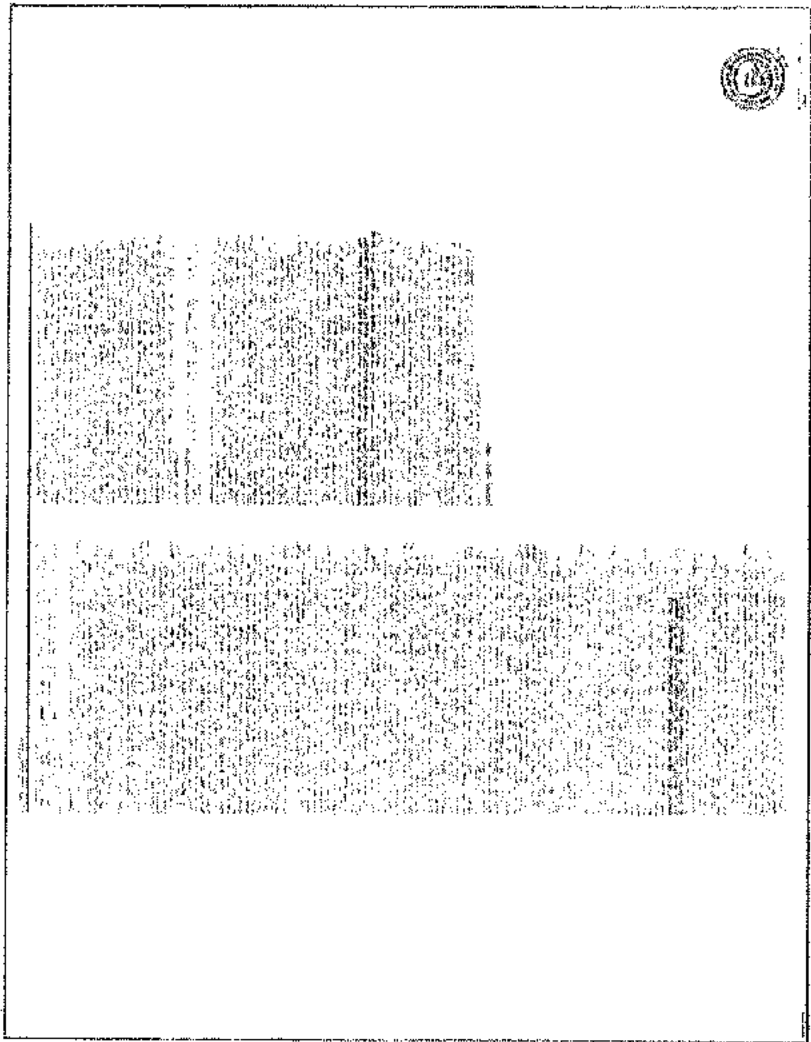
Figure 1. The effect of the initial concentration of the monomer on the polymerization of α -methylstyrene initiated by BuLi in THF at -78°C . The concentration of the initiator was 1.0×10^{-2} mole/l. The polymerization was carried out in the dark. The polymerization was stopped by the addition of methanol. The polymer was isolated by precipitation into methanol. The polymer was dried in a vacuum oven at 40°C for 24 hours. The polymer was then weighed and the yield was calculated. The polymerization was carried out in the dark. The polymerization was stopped by the addition of methanol. The polymer was isolated by precipitation into methanol. The polymer was dried in a vacuum oven at 40°C for 24 hours. The polymer was then weighed and the yield was calculated.

Figure 1. The effect of the initial concentration of the monomer on the polymerization of α -methylstyrene initiated by BuLi in THF at -78°C . The concentration of the initiator was 1.0×10^{-2} mole/l. The polymerization was carried out in the dark. The polymerization was stopped by the addition of methanol. The polymer was isolated by precipitation into methanol. The polymer was dried in a vacuum oven at 40°C for 24 hours. The polymer was then weighed and the yield was calculated. The polymerization was carried out in the dark. The polymerization was stopped by the addition of methanol. The polymer was isolated by precipitation into methanol. The polymer was dried in a vacuum oven at 40°C for 24 hours. The polymer was then weighed and the yield was calculated.

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 ALL INFORMATION CONTAINED
 HEREIN IS UNCLASSIFIED
 DATE 08-14-2001 BY 60322
 UCBAW/STP

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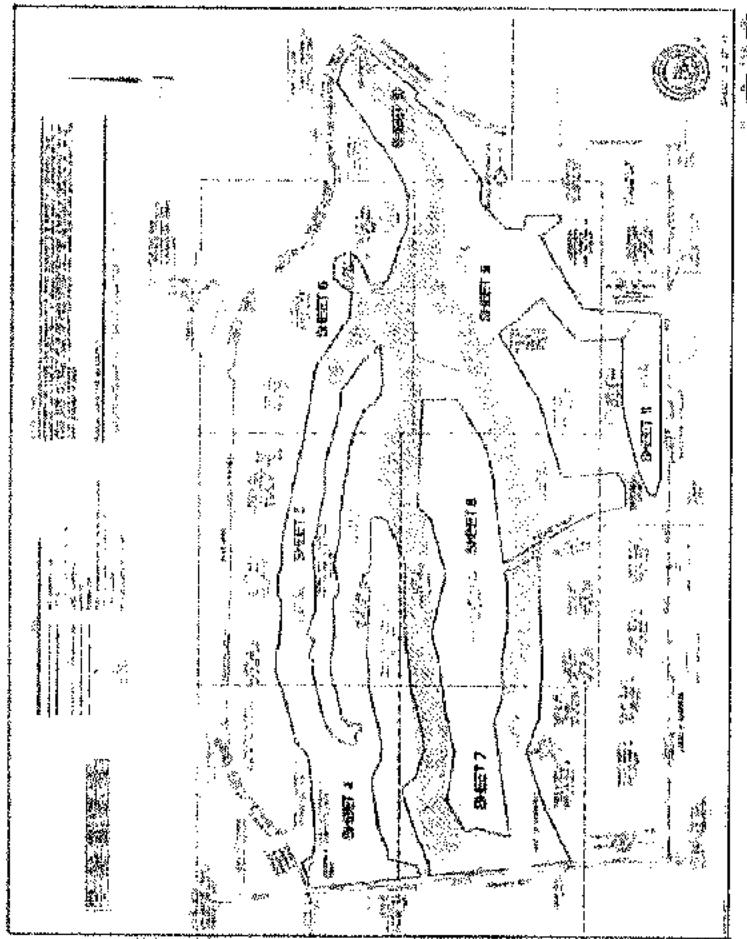
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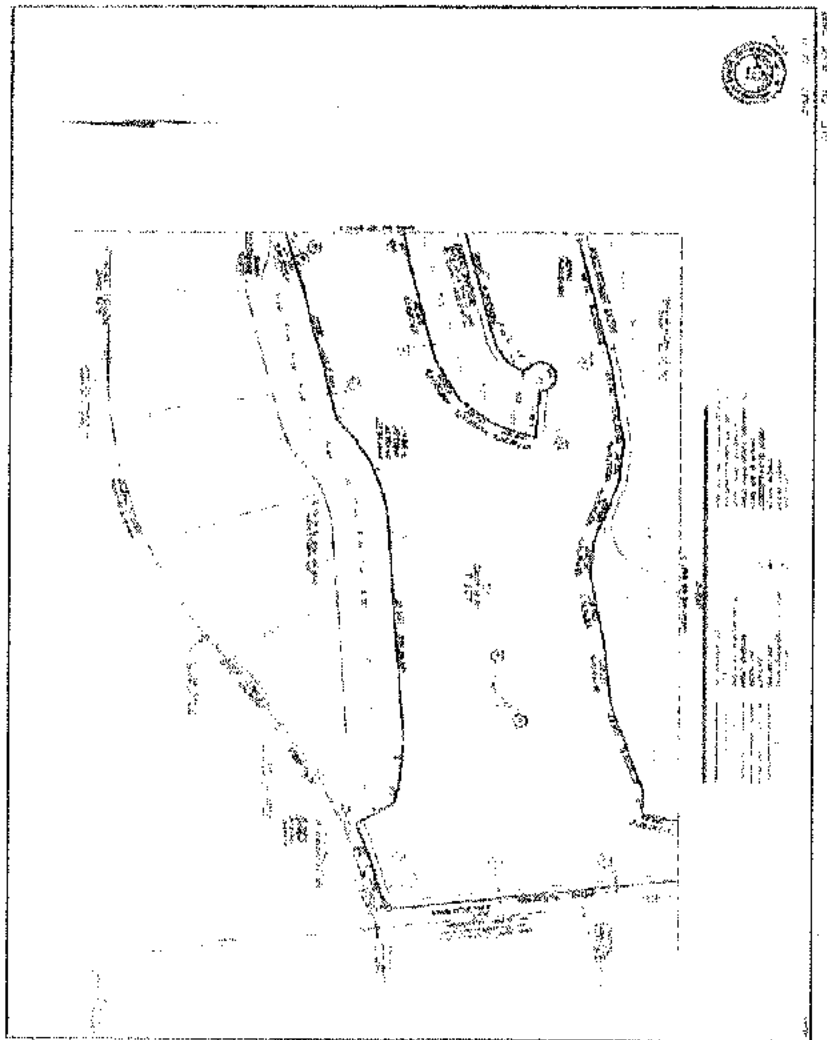
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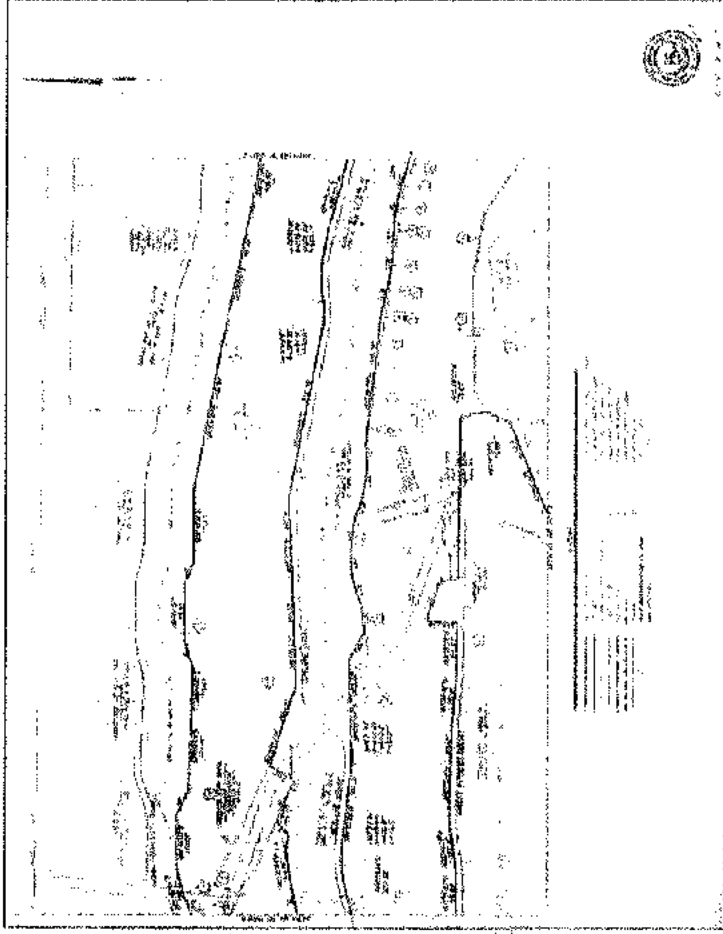
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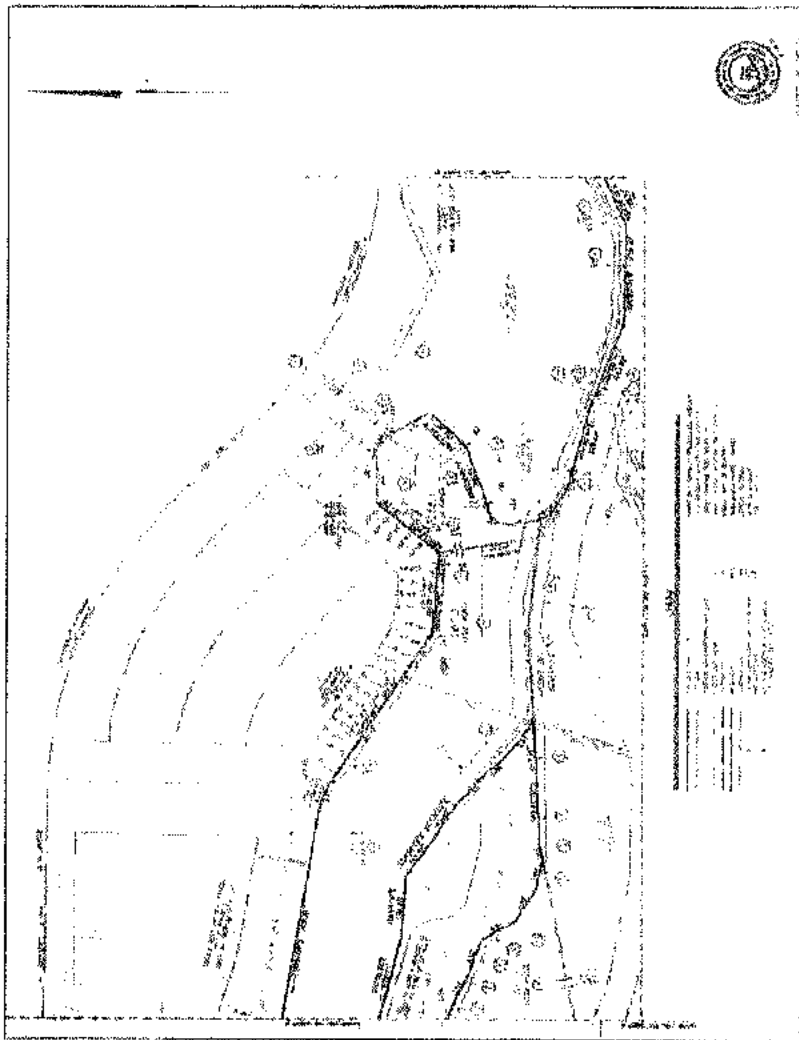
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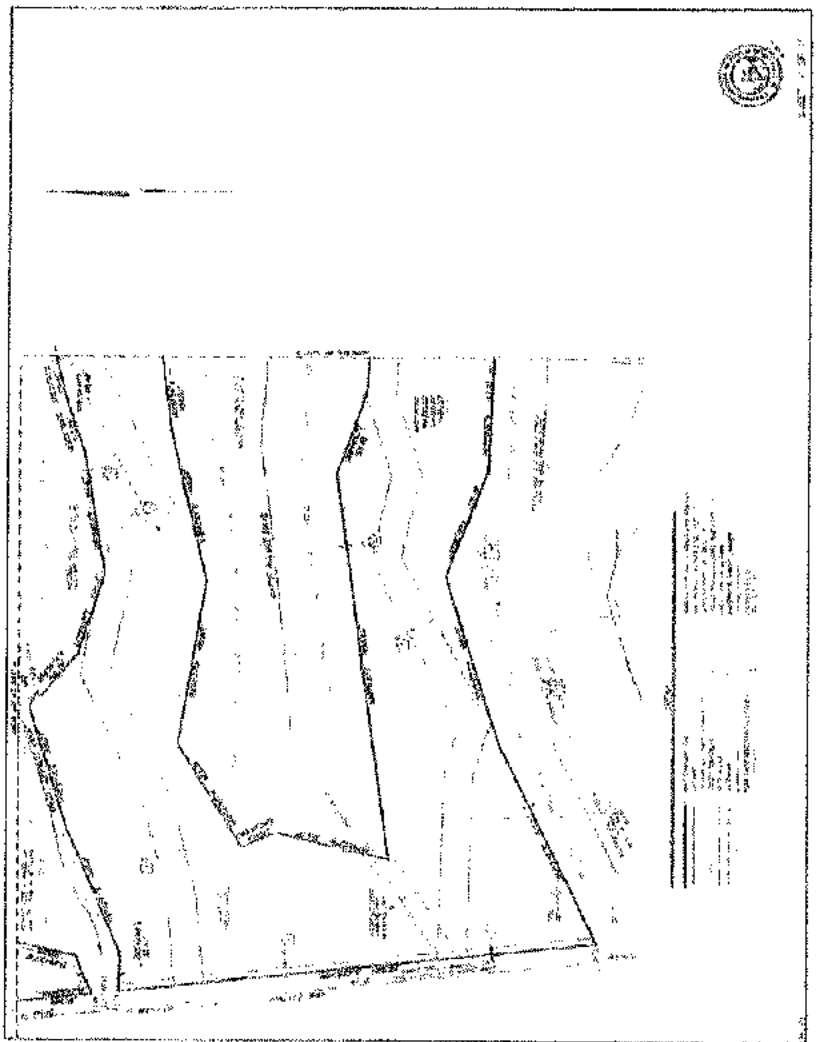
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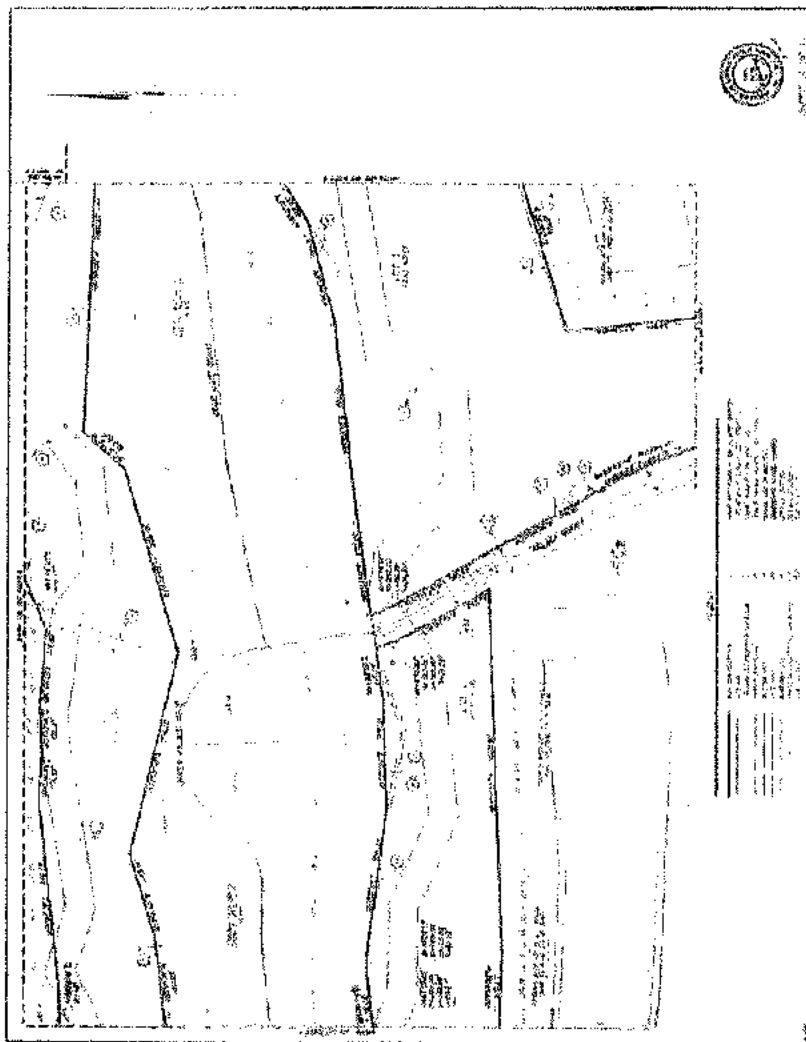
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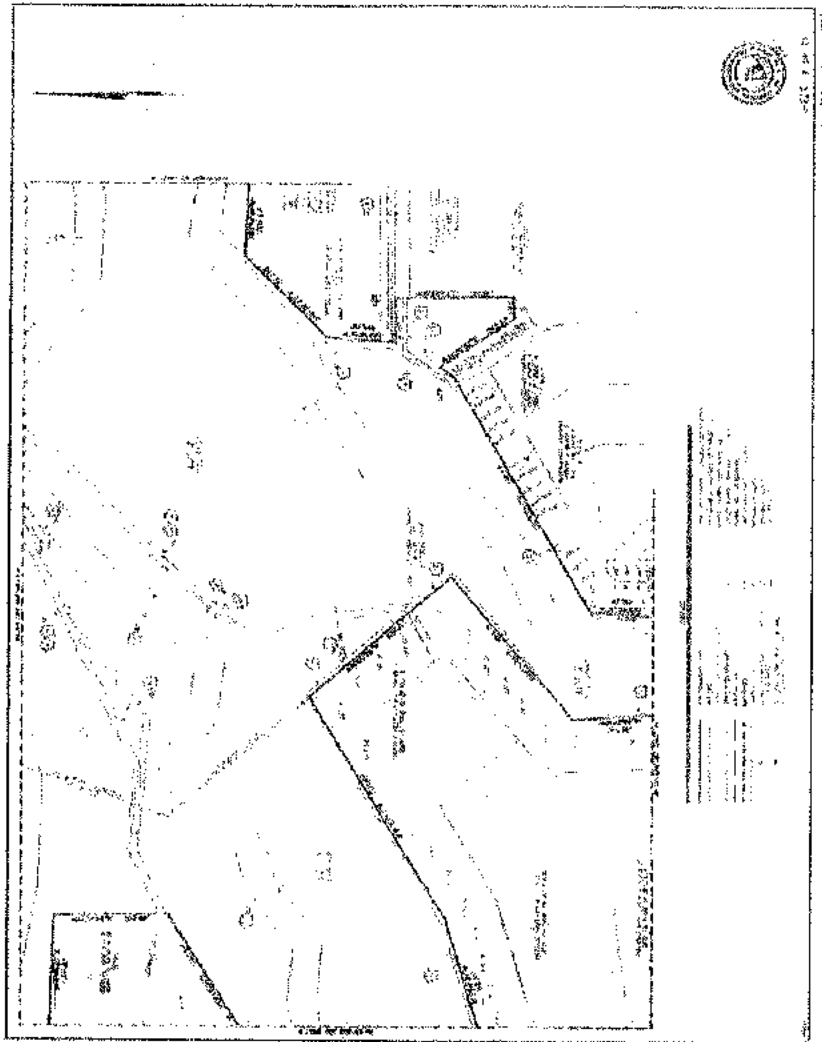
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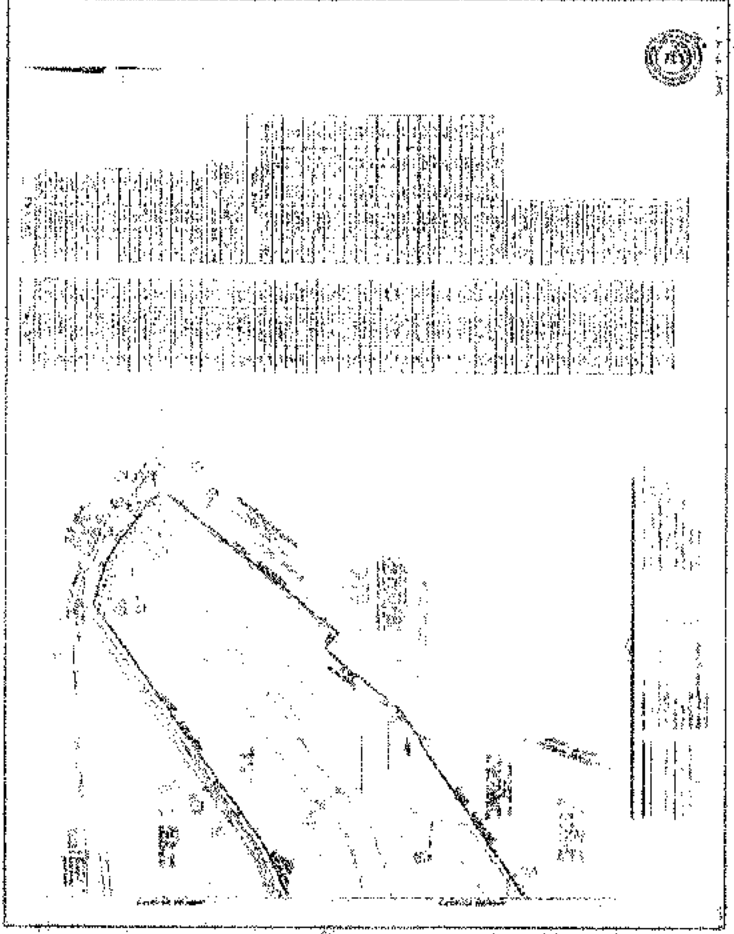
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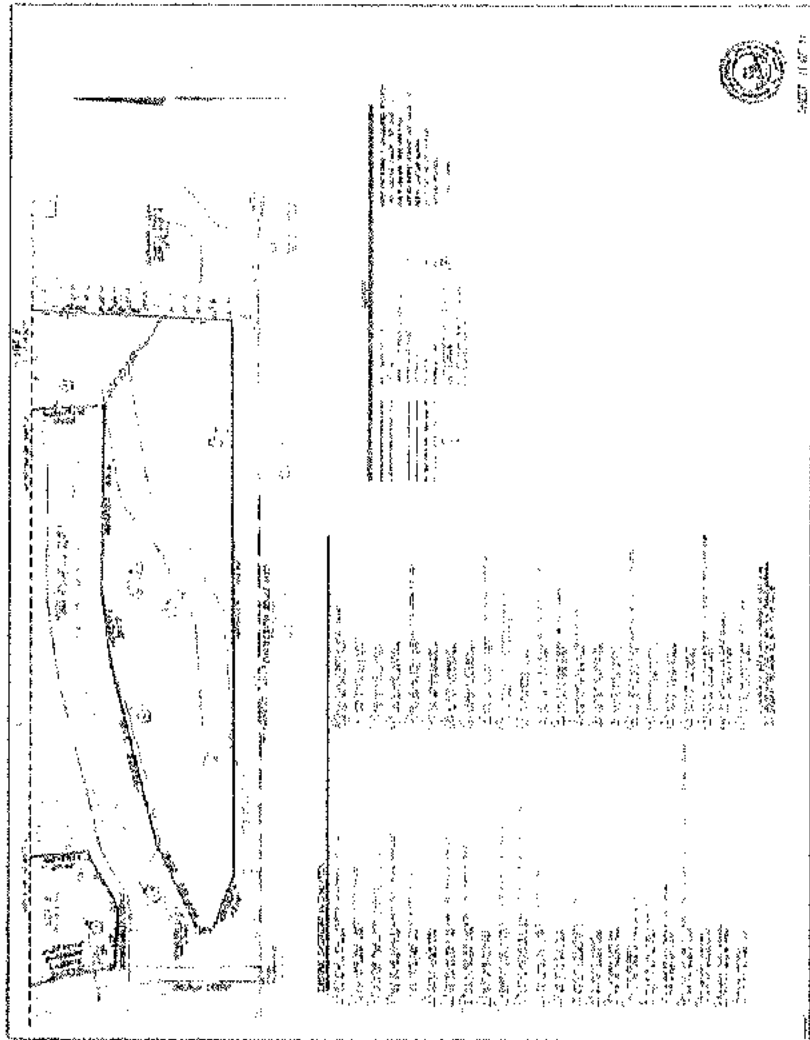
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1 **II. STATEMENT OF FACTS**

2 **A. Facts Relating to the Instant Motion.**

3 This case involves an application for land use entitlements for an approximately 250 acres
4 of land, upon which the Badlands Golf Course is presently being operated. Plaintiffs seek to enjoin
5 Defendants Fore Stars, 180 LLC and Seventy Acres, LLC from developing their land by seeking
6 to enjoin the City of Las Vegas from acting up on development plans submitted by Fore Stars, 180
7 LLC and Seventy Acres, LLC.³

8
9 There is absolutely no dispute here as to ownership of the land Defendants seek to
10 develop—Defendants own their respective parcels of land. The dispute poorly manufactured by
11 Plaintiffs is whether they can control, block, and/or bar development of Defendants' property
12 which is adjacent to or *in the vicinity of or adjacent to* Plaintiffs' house. They cannot. Plaintiffs
13 without any support in the law or factual evidence in their favor whatsoever, assert that they were
14 somehow "promised" that the Badlands Golf Course—which is property owned by Defendants—
15 would remain a golf course in perpetuity. This is a lie, but even if it were true, Moving Defendants
16 did not sell Plaintiffs their home in 2000. The Queensridge Master Declaration, Plaintiffs'
17 Purchase Agreement, well settled case law, zoning on the land, and all documents in the record of
18 title support the Defendants' land is developable as residential housing. Plaintiff's cannot
19 reference a single document within the title records nor their Purchase Agreement documents to
20 support that their claims. The Plaintiffs have filed a frivolous Complaint and Amended Complaint
21 followed by now a frivolous Motion for a Preliminary Injunction against the City of Las Vegas
22 seeking to enjoin the Defendant, City of Las Vegas' actions in response to Defendant Property
23
24
25
26

27 ³ There is absolutely no standing for Robert N. Peccole or Nancy A. Peccole, as individuals, to make any
28 claims within their Complaint against any of the Defendants. They are neither owners nor have they any
interest in the subject matter of their Complaint as individuals. Any claims that they would seek to bring,
must be in their names as Trustees of their Trust, not as individuals. As such, Robert N. Peccole and
Nancy A. Peccole should be dismissed from this Complaint.

1 Owners' development plans submitted by Defendants Fore Stars, 180 LLC and Seventy Acres
2 LLC.

3 Defendants are proceeding with the development of the 250 acres of land they own and
4 control (Development Property"). Defendants already have the express right to develop the
5 Development Property and those rights were vested through a zoning ordinance action in 2001 by
6 the City of Las Vegas (and designated RPD-7 through resolution of intent by the City of Las Vegas
7 in 1990). The Development Property has been, and is zoned, RPD-7, meaning up to 7.49 dwelling
8 units (du) per acre may be constructed on each acre of land (approximately 1785 units without
9 having to seek any zoning change or change to the General Plan for the City of Las Vegas). The
10 presently pending applications seek to reduce the RPD-7 zoning on the 180 acres immediately
11 adjacent to the Queensridge common interest community to R-E which allows only 3 units per
12 acre. This fact alone makes Plaintiffs' prayer for injunctive relief illogical and without merit.

13
14 The Development Property has never been under the control of the Queensridge
15 Association. The Queensridge homeowners have never paid assessments to operate the golf course
16 nor does the Queensridge Association pay the taxes for the Development Property. The
17 Queensridge common interest community has its own "open space" within the Property, which is
18 under the control of the Queensridge Association, and which more than satisfies the "open space"
19 requirements of the City of Las Vegas.
20

21
22 In their Amended Complaint, Plaintiffs essentially allege that Defendant Fore Stars and its
23 principal, Mr. Lowie, and companies and individuals affiliated with them as agents or employees
24 colluded with City of Las Vegas officials, employees, or agents for certain zoning and entitlements
25 changes. This assertion is false and defamatory. At all times, Fore Stars lawfully parceled its
26 property and sought changes to the existing zoning and entitlements exclusively through the
27 regular lawful process outlined by the City of Las Vegas ordinances and Nevada law.
28

ROR005257

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EHB COMPANIES

DREAM. DESIGN. DELIVER

EHB Companies (EHB Co.) is a diversified group of real estate development and building companies headquartered in Las Vegas, Nevada. Since 1989 EHB Co.'s principal focus has been the design and construction of high-end residential and commercial properties. EHB Co. has developed and built some of the most prestigious and iconic properties in the world, including the iconic One Duneside Place, The Village at Sahara Center, EHB Co. designed and is currently constructing the new Sahara Avenue and the new Sahara Center. EHB Co. is currently constructing the new Sahara Avenue and the new Sahara Center. EHB Co. is currently constructing the new Sahara Avenue and the new Sahara Center.

EHB Co's MISSION

To develop, construct, architecturally
inspire and deliver properties
that provide the catalyst for vibrant,
transformative communities.

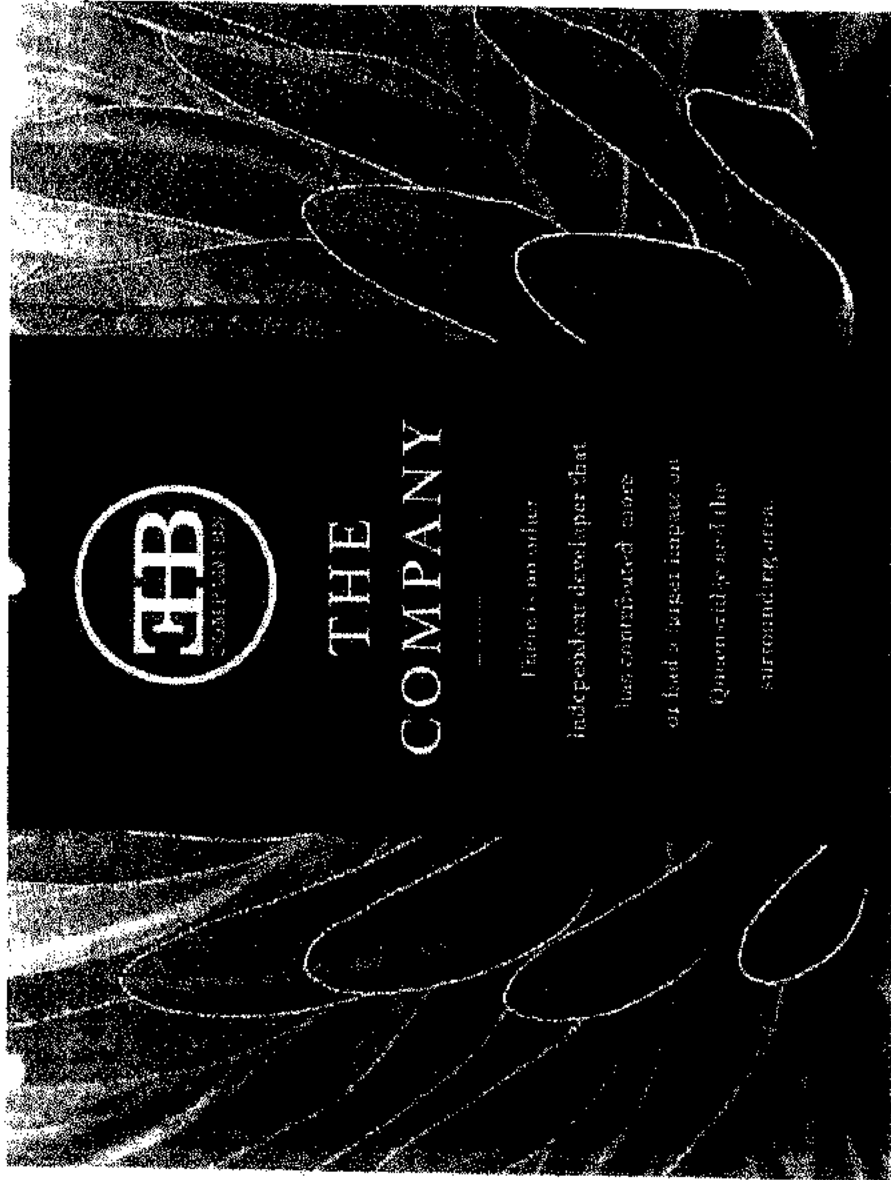
EHB Co. has a passion for world-class architecture, design and a commitment to delivering the most distinctive properties made possible by its unparalleled production and working relationships. EHB Co. is committed to the highest standards of professional and personal conduct and a commitment to serving the needs of our customers.



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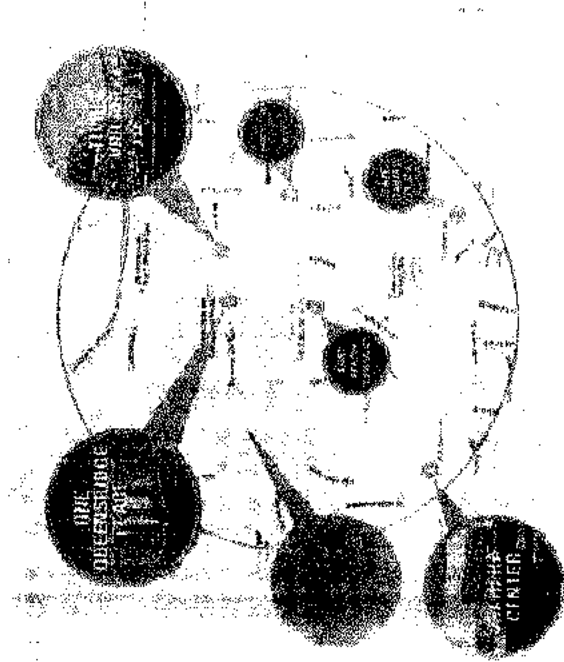
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THE COMPANY

20 Years In The Neighborhood



EBB Co. has built over 3 MILLION
SQ FT of residential and commercial
properties and has created over
\$1 BILLION in value in a 1.5 MILE
radius of Queensboro.

THE OBERLIN CENTER - 1980
218 Unit High Density Multi-Family
Residential Condominiums

1981-1982
451,000 sq ft Mixed Use Center

DOWNTOWN CENTER
222,000 sq ft Retail Center

1982-1983
153,000 sq ft Nursing Home
+ Office Center

1984-1985
65,000 sq ft Mixed Use Center

1986-1987
22,000 sq ft Retail + Office Center



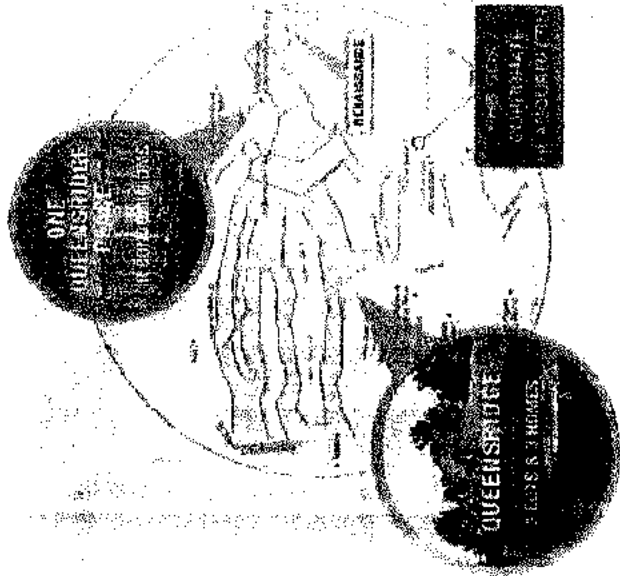
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THE COMPANY

Still in The Neighborhood



The properties of EHB Co., ALL
LIVE IN QUEENSBURG OR ONE
QUEENSBURG PLACE and are the
SINGLE LARGEST OWNERS within
both developments with a total of 15
residential buildings.

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

Outside of the neighborhood,
EHB Co. designed is constructing
and owns the 750,000 sq. ft.
and 100,000 sq. ft. building
in downtown Las Vegas.



ROR005729

23475

23452

2016 Major Modification of the 1990 Amendment to the Pecos Ranch overall Conceptual Master Plan

PREPARED FOR and BY:

**180 Acres LLC, Seventy Acres LLC
and Fern 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**

**Kenneth Crowell
1930 Festival Plaza Drive, Suite 650
Las Vegas, NV 89135-2958**

February 23, 2016

(Last Updated June 23, 2016)

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ROR005773

23476

23453

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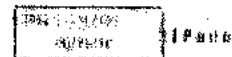
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EXHIBITS

- Exhibit A 1989 Peccole Ranch overall Conceptual Master Plan
- Exhibit B 1990 Peccole Ranch Amendment to the Conceptual Master Plan ("1990 Amendment")
- Exhibit C Area Plan As Submitted With the 1990 Amendment
- Exhibit D Peccole Ranch overall Conceptual Master Plan Both As-built And As Presently Zoned
- Exhibit E-1 Peccole Ranch overall Conceptual Master Plan As-Built (Exhibit D) Overlaid On 1989 Peccole Ranch overall Conceptual Master Plan (Exhibit A)
- Exhibit E-2 Golf Course Location in 1989 Peccole Ranch overall Conceptual Master Plan vs. Current Location
- Exhibit F-1 Peccole Ranch overall Conceptual Master Plan As-built (Exhibit D) Overlaid On the 1990 Amendment (Exhibit B)
- Exhibit F-2 Golf Course Location in 1990 Amendment vs. Current Location
- Exhibit G 2016 Major Modification Exhibit
- Exhibit H City of Las Vegas Zoning Verification Letter dated December 10, 2014
- Exhibit I 250.92 Acreage Tabulations with Current And Proposed Zoning and General Plan Designations
- Exhibit I-1 2016 Major Modification Reflecting Repurposed Dec of the 250.92 Acre Property
- Exhibit J-2 2016 Major Modification's Development Areas and Land Use
- Exhibit K-1 183.71 Acres Estate: Land Between Orient Express and Winter Palace - Existing
- Exhibit K-2 183.71 Acres Estate: Land Between Orient Express and Winter Palace - Conceptual Pursuant to 2016 Major Modification
- Exhibit L-1 2016 Conceptual Site Plan for 67.31 Acres Luxury Multi Family

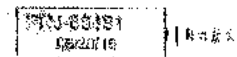


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Exhibit M-1 ULI: High-Density Development - Myth and Fact
Exhibit M-2 Brookings Institute Report
Exhibit M-3 The Case for Multifamily Housing
Exhibit N Golf Courses within 4.5 Mile Radius of Durlands
Exhibit O RCI Economic and Fiscal Benefits Study
Exhibit P Land Use Data -- 1989 Master Plan vs. 1990 Amendment Acreage Reconciliation
Exhibit Q Land Use Data - 1990 Amendment to Acreage and Dwelling Unit Data



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Section I - Introduction

In early 1990, the 1,569.6 acre proposed 1990 Amendment to the Peccole Ranch overall Conceptual Master Plan (hereinafter "1990 Amendment") was submitted to the City of Las Vegas for the approval of an Amendment to the 1989 Peccole Ranch overall Conceptual Master Plan. Subsequently, on April 4, 1990, the Las Vegas City Council approved the rezoning of the 996.4 acres in Phase Two of the Peccole Ranch overall Conceptual Master Plan from NU to zoning categories of R-PD7, R-PD3 (subsequently corrected on January 29, 1991 to R-3), and C-1.

The narrative in the 1990 Proposed Amendment described the intent of that Plan and compared the 1990 Amendment with the previously approved 1989 Peccole Ranch overall Conceptual Master Plan (hereinafter "1989 Master Plan"). This narrative clearly referenced that the 1990 Amendment was intended to be "conceptual" in nature. This reference certainly was in keeping with how the Peccole Ranch overall Conceptual 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 Amendment and what was actually built.

Following the 1990 Master Plan's update in early 1990, all subsequent development was approved and conducted by way of zone change/site (plot) plan/mapping without amendments/modifications to the 1990 Master Plan, notwithstanding non-conformity to the 1990 Master Plan.

This 2016 Major Modification to the 1990 Amendment (hereinafter "2016 Major Modification") represents a Major Modification only with respect to the 250.92 acres on which the Badlands golf course is currently operated. This 250.92 acres is hereinafter referred to as the "Property". (For information purposes, one hundred twenty four (124) acres of the Property was designated as Single-Family in the 1990 Amendment) This Major Modification also reflects the repurposed uses sought by Applicants on the Property as follows:

- 183.71 acres: These 183.71 acres (The Preserve) are redesignated as "Estate Lots" in this 2016 Major Modification. This acreage comes significantly from the 401 acres designated as "Single-Family" in the 1990 Amendment's Phase Two.
 - Applicants have chosen to provide a maximum of only 75 home sites on this entire 183.71 acres, with more than 50% of this acreage as enhanced landscape areas (It is important to note that this reduction in permitted density from these acres' 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 (The Seventy) are redesignated as "Luxury Multi Family" in this 2016 Major Modification allowing a total of 2,400 Luxury Multi Family Units as well as 200 Assisted Living Units. In addition to this acreage coming from the "Golf Course Drainage" designated land in the 1990 Master Plan's Phase Two, it also comes partially from each the

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acreage designated "Single-Family" and "Resort Casino" in the 1990 Amendment (Phase Two).

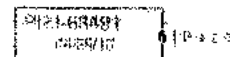
By approval of this 2016 Major Modification, the 1990 Amendment is modified to reflect the repurposed uses on the Property.

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 Amendment (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 (included in the 1989 Master Plan) owned and managed by the Las Vegas Valley Water District was also removed in the 1990 Amendment. Another 51.93 acres with various land uses, some relating to the right of ways associated with the aforementioned land removed, were also removed in the 1990 Amendment. Consequently, the 1990 Amendment comprised 1,569.6 acres with 573.2 acres in Phase One and 996.4 acres in Phase Two. Similar to the 1990 Amendment in which land was removed, and so that a portion of an APN is not located partially within and partially outside the 1990 Amendment, a 17.8 acre portion of APN #138 32-723-001 is removed, as part of this 2016 Major Modification, from the 1990 Amendment's Phase Two acreage. (See Exhibit G).

The 1990 Amendment noted that:

"Peccole Ranch 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 those 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 becomes the basis of a Plan that would maintain flexibility to accommodate future market changes. The proposed 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 Amendment 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 Amendment 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, nevertheless insisted that the R-PD7 zoning classification remain on the land developed as golf course (Exhibit D), and that the development potential of this golf course be disclosed, so that if and when changing market or other conditions necessitated it, the land developed as golf course (most importantly for purposes of this Major Modification the "Property") could be developed with, among other things, already zoned and permitted residential use.



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To further evidence this flexibility of purpose, and as can be seen in Exhibits E-1, E-2, F-1 and F-2, the as-built condition of the Master Plan property is not similar to either the 1989 Master Plan or 1990 Amendment.

The repurposing of use, reflected in the 2016 Major Modification, 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 approximately 21 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 land used for golf course.

The 1989 Master Plan and 1990 Amendment 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 (in the 1990 Amendment) were included in the northeasterly portion of the Master Plans. Special attention was given to the compatibility of neighboring uses for smooth transitioning, circulation patterns, convenience and aesthetics. The vision and goal of these Master Plans continue with this 2016 Major Modification.

Also of importance to the 2016 Major Modification 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, Town Center Drive and Alta 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 Major Modification. A traffic study to address traffic considerations has been prepared and submitted to the City and does support this Major Modification.

The development plan for Peccole Ranch was designed to benefit the current and long range needs of the Las Vegas Metropolitan Area. The same is true of this 2016 Major Modification. Overall project character and identity of the Property now proposed to be developed as outlined in this 2016 Major Modification 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 developments include 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 Conceptual Master Plan's properties.

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Section II - Historical Land Use Flexibility

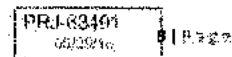
The current as-built condition compared to that designated in the 1990 Amendment differs extensively, as shown on the Exhibit E-1 overlay. The differences in designations between the as-built condition of the lands today and the 1990 Amendment include:

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 Drainage.
2. An additional nine (9) holes of golf course, on approximately 70 acres, were not contemplated at the time of the 1990 Amendment, but were ultimately constructed upon property designated Single-Family and subsequently zoned RPD-7.
3. One hundred twenty four (124) acres of golf course were built on land not designated as Golf Course 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 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 parcel designated Commercial at the northeast corner of Charleston Boulevard and Hualapai Way has been built out as Single-Family residential.
9. The 32 acre parcel designated Multi-Family at the northwest corner of Charleston Boulevard and Palace Court has been built out as Single-Family residential.
10. The as-built location of Alta Drive bears no resemblance with its designated Right-of-Way use location.

Accordingly, with respect to the Property, this 2016 Major Modification modifies the 1990 Amendment to reflect the location of the Property and the uses proposed, as shown on Exhibit G.

Section III - Residential

The entirety of the Property presently used as golf course (except for 4.5 acres zoned PD) is zoned R-PD? 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 Major Modification, the additional zoning designations of R-E and R-4 will replace the existing



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R-PD7 zoning to be consistent with the planned development of the Estate Lots, Luxury Multi Family and 200 Assisted Living Units.

The demand for housing remains strong in the area, reflecting the continued volume of immigration to the Las Vegas Valley and internal population growth. The repurposed designations of the 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 Units and Assisted Living Units, all of which are reflected as part of this 2016 Major Modification.

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

In particular, the 183.71 acres (Development Area 4) is devoted to 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 condition compared to a conceptual rendering of its enhancement with the repurposing of the Property. Other portions of the 183.71 acres will have enhanced landscape areas commensurate with their lot sizes. These Estate Lots will be of multiple sizes averaging 2.4 gross acres with a minimum of ten (10) of these Estate Lots five (5) acres or more. The minimum lot sizes will be pursuant to R-E zoning. Lots less than one (1) acre will be built pursuant to R-E zoning setbacks. All Estate Lots 1 acre or more will have Building Area specifications as provided below and as further specified in Exhibit B to the Design Guidelines which is Exhibit D to the Development Agreement. This Estate Lot offering will be unprecedented, with more than 50% of The Preserve being landscaped areas.

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 an Association(s), producing an unparalleled, luxury residential development.

Each Estate Lot of one (1) acre or more will have a limited buildable area. This means that the portion of the lot that is built with footprints of the main residence and ancillary structures, (hereinafter "home site") will be limited as follows: The buildable 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 buildable 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 buildable 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 buildable 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 1/4) acres may have a pool and its related structures, as well as hardscape, constructed outside the home site. Lots four (4) acres or more may have multiple buildable areas/home sites (as further specified in Exhibit B to the Design Guidelines which is Exhibit D to the Development Agreement), subject to the building limitation as set forth above.

In addition to each Estate Lot having a limited buildable 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 a number of the larger lots, subject to appropriate governmental approval. Exhibit J-1 shows in dark green the area to be developed with the large Estate Lots; it is intended that the entirety of the 183.71 acres will be designated in the

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General Plan as Desert Rural Density Residential (DR) and zoned Residence Estates District (R-E).

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 and Assisted Living Units. This Luxury Multi Family and Assisted Living development will occur in three Development Areas. The time frame for actual development within these three (3) Development Areas is dependent on market conditions.

The Development Area 1 consists of up to 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).

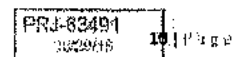
The balance of these 67.21 acres, that is, the 49.72 remaining acres, will be built out over time (being Development Areas 2 and 3) as market conditions permit, with a variety of Luxury Multi Family offerings including the 200 Assisted Living Units.

Development Area 2 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 story (up to 55' in height) to 6 story (up to 75' in height) Luxury Multi Family offerings and two mid-rises 150' in height.

Development Area 3 is the approximately 29.03 acres (Exhibit J-2 Orange) nearest to the east side of Development Area 4 (the Estate Lot development). Development of Luxury Multi Family homes in this Development Area will be limited to 4 stories except as provided herein. The Westerly edge condition of Development Area 3 adjacent to existing homes not part of the Property will incorporate sensitivities as will be reflected in the respective site plan when these particular developments are presented to the City for Site Development Review. These sensitivities will address building setbacks, landscape treatments in setbacks, building height of the most immediate adjacent portion of any buildings and building elevations. More specifically, in the first 75' from the property line of the adjacent existing homes not part of the Property, there will be no building structures ("No Building Structures Zone"). These No Building Structures Zones' 75' will contain landscaping, EVA (Emergency Vehicle Access), walking trail and drives through Development Area 3 to Development Area 4. The next 75' adjacent to the No Building Structures Zones will be the building transition zone ("Building Transition Zone"). In the Building Transition Zones, the height of building structures shall be no higher than 35' above the finished floor of adjacent existing homes not part of the Property. The above zones are illustrated in Exhibits L-1 and J-2.

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



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residents in these newly proposed Luxury Multi Family developments.

As with the 183.71 acre Estate Lot development (Development Area 4), this 67.21 acre Luxury Multi Family development, in addition to having a variety of Luxury Multi Family offerings and Assisted Living offering, will incorporate 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 enhanced landscape buffers adjacent to any presently existing Single-Family and Multi-Family residences not part of the Property. A wall, up to 10 feet in height, will serve to separate Development Areas 1, 2 and 3 from Development Area 4 and the wall will provide gated access points to Development Area 4. It is intended that 67.21 acres will be designated in the General Plan as Residential High (RH) and zoned High Density Residential District (RH-4).

Attached (Exhibit M-1) is a report jointly prepared by the Urban Land Institute, the American Institute of Architects, the National Multi Housing Council and the Sierra Club 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 this 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.

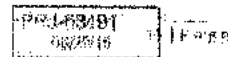
The time and opportunity to repurpose the Property is here and now. This urgency applies both to Estate Lot development and as to Luxury Multi Family development (as evidenced in part, by the interest expressed and offers received from potential buyers and studies done by the Brookings Institute (Exhibit M-2), among others, including the Urban Land Institute's publication (Exhibit M-3) entitled "The Case for Multifamily Housing" which demonstrate that the present desire is for "vibrant, compact and walkable communities.")

Section IV - Design Guidelines, Development Standards and Uses

The Design Guidelines, Development Standards and Uses provided as an exhibit to the Development Agreement applies to the Property only; and with regard to the Property, it specifically supersedes any conflicting design criteria set forth in both 19.06.060 and 19.06.120 of the Las Vegas Municipal Code.

Section V - Commercial

The Peccole Ranch Conceptual 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,



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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 retail, restaurant and office, with their attendant employment opportunities, are incorporated into the commercial/office and neighborhood commercial areas in land incorporated in the 1990 Amendment. With respect to this trade area there are, specifically, and representing some of its millions of square feet of retail, restaurant and office development, included in the land incorporated in the 1990 Amendment the following:

- The retail uses in the Sahara Center at the northeast corner of Sahara Avenue and Hualapai Way;
- The retail and restaurant uses 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 southwest 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 restaurant uses at the northeast corner of Sir Williams Court and Rampart (portion of Boca Park);
- The office complex and preschool at the northeast corner of Hualapai Way and Alta Drive;
- The office, retail and restaurant uses at Fort Apache Commons at the southwest corner of Charleston Boulevard and Fort Apache Road;
- The office, retail, restaurant and entertainment uses at 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, there is a large amount of additional office, retail and restaurant uses 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 at "Downtown Summerlin" just two miles away.

Also, the 1990 Amendment 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 intermediate area provides

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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 with this 2016 Major Modification.

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. This commercial must have nearby residential in order to remain, or become, successful, and there remains only a limited amount of undeveloped land in this area to provide patrons with these commercial offerings.

The 1990 Amendment provided for 237 (197 acres "Neighborhood Commercial/Office" plus 40 acres "Mixed-Use Village Center") acres of commercial. There are currently 179 acres. This variance results largely from land that was planned as commercial in the 1990 Amendment but which was actually developed as Single-Family residential. *Up to 7,500 square feet of ancillary commercial is planned as part of the development of The Seventy.*

Section VI - Land Currently Used As Golf Course Repurposed

No golf course is provided in this 2016 Major Modification.

The land currently used as golf course will be repurposed as detailed in and as provided throughout this 2016 Major Modification. 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 1/2 mile radius (Exhibit N).

Section VII - Drainage

The two primary flows (one from Hualapai Way and the other from Charleston Boulevard) that traverse as open flow channels through portions of the Property presently used as golf course will be incorporated into open flow channels or underground concrete box culverts or a combination of both that will connect to the existing box culverts at Rampart Boulevard and Alta Drive. All drainage must comply with the Clark County Regional Flood Control District Drainage Design Manual. The design of the open flow channels and box 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 is the case upstream as the flows flow through open flow channels located in Peccole Ranch to the south and Summerlin to the west and as was done with box culverts in the development of Tivoli Village, the later is 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 easements lay outside of the FEMA designated flood plain.

Maintenance responsibility of the drainage infrastructure is addressed in the Development Agreement.

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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, except for the import of landscape fill materials necessary for the planting and support of the landscape vegetation.

Section IX - Roads/Streets

Roads/Streets sections on the Property and relating to the repurposed uses of the Property, will be approved and constructed as provided for in the traffic study and in the Design Guidelines, Development Standards and Uses set forth in the Development Agreement.

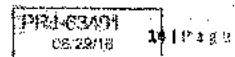
Section X - Schools

No new schools sites are planned as part of this Major Modification. The 19.7 acre school site proposed in the 1990 Amendment 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, **Exhibit M-2 "The Next Real Estate Boom"**, "35% 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 2016 Major Modification and during the course of the implementation of this 2016 Major Modification, 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 benefits that are realized from development under this 2016 Major Modification: and the Clark County School District is a significant beneficiary of those benefits. As the study shows, the estimated "One-time /Non-Recurring Tax Revenue" to be received by the School District and "Annual Recurring Tax Revenue" are many millions of dollars.

Section XI - Development Plan

Design Guidelines, Development Standards and Uses for the Property will be applied pursuant to the terms and conditions of the Development Agreement which will be presented to and considered by the City of Las Vegas in conjunction with this 2016 Major Modification. Additionally, prior to any submittal to the City of Las Vegas, the "Master Developer" pursuant to the Development



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Agreement must approve any and all land use submittals, including architectural plans and other applications affecting the Property.

Section XII - Quality of Development

As part of the Development Agreement, Design Guidelines will be established for the Property. Covenants, Conditions and Restrictions will be established to help guarantee the continued quality of development, and Homeowner's Association(s) will be established for the maintenance of common area(s). Separate subsidiary associations will be created within individual development parcels to maintain the common areas within those developments. In addition to these protections, and to the extent provided in the Development Agreement, the City of Las Vegas will be able to monitor development standards through any review process that may be required with regard to the development of the individual Luxury Multi Family and Assisted Living 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, the 2016 Major Modification 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.
-

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

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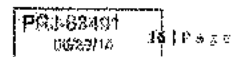
23467

Based on the Property's R-PD7 zoning on which the Badlands golf course is currently operated, the Property was acquired in order to ensure that an economically viable project that enriches the overall neighborhood is developed. When the golf course closes, the 2016 Major Modification to the 1990 Amendment will prescribe an appropriate repurposing of the Property that will revitalize Queensridge and the surrounding area and benefit the entire City of Las Vegas.

Additionally, the project will provide the following benefits:

- As the City continues to grow, this Major Modification provides meaningful, needed housing in this desirable suburban core of the City;
- The addition of residential homes on the Property will support and revitalize the commercial uses in the area;
- The Assisted Living Units will allow neighborhood residents an additional opportunity to "age in place", namely to stay in the neighborhood, and, for existing neighborhood residents to have the potential opportunity for their family members to "age in place" close by.
- There will be significant economic and fiscal benefits derived from the development of the Property as outlined in the study prepared by RCG Economics (Exhibit O);
- The Clark County School District, among others, is directly and continually benefited by the tax revenue realized.
- After the installation of the approved drainage infrastructure, the FEMA flood plain designations will be removed from a number of Queensridge properties; and
- The implementation of 2016 Major Modification will provide for the orderly and proper development of the Property. 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, and significantly enhanced landscaped with an abundance of trees; and (ii) Luxury Multi Family developments, with enhanced landscaping and first class amenities; and (iii) an Assisted Living Component, 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 where one wants to call home.

The proposed development reflects a cultural and economic stimulus plan that will deliver a strategically planned multi-family residential lifestyle development (*The Seventy*) and an unrivaled single-family estate neighborhood (*The Preserve*) on 250.92 acres, ensuring the amenitized and landscaped acreage of more than 50% of the entire Property. The plan will transform a community into one of the most desired in the City of Las Vegas.



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ONGOING AVAILABILITY TO PROJECT INFORMATION

EBH Companies has actively been and will continue to provide project information to any and all stakeholders currently and potentially impacted by this local development. We strongly encourage you to speak with our company to ensure that all of your questions have been addressed.

A FINAL NOTE

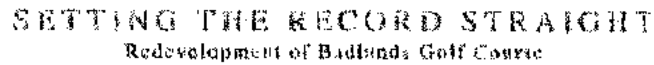
Over the last 20 years, EBH Companies has helped define Queensridge as one of the premier neighborhoods in Las Vegas and is responsible for building almost 40% of the custom homes in Queensridge and community landmarks such as One Queensridge Plaza and High Village. All principals and executives currently live in Queensridge or One Queensridge Plaza. There is simply no other group of individuals who has invested more in this community than we have. We have a strong interest in this area, as shown at EBH Companies.



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PROJECT SUBMISSION STATUS

DISPELLING THE CONSPIRACY THEORY

On September 10, 2023, the Planning Commission recommended approval of a 62% (60% + 2%) bid from the City of Las Vegas, on the remaining population, and a second round of General Fund dollars for changes to the PGID Planned Community Development Gasoline. This amendment would have allowed the Planning Department to use its discretion to identify more for any gas-related.

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EHB Companies did have an application pending to change the Property's General Plan designation from PR-OS (Park/Recreation/Open Space) to PCD. However, neither the amendment to the City's General Plan (again initiated by the City, not EHB Companies) nor the amendment of the Property's General Plan designation, would have changed the density requests within EHB Companies' pending entitlement applications, nor eliminated the mandatory neighborhood meetings, various City departments' reviews and Planning Commission and City Council public hearings.

LITIGATION

On December 15, 2015, a meritless lawsuit was filed by Jack B. Birton, Frank A. Schrek, Duncan R. Lee and Irene Lee, Robert N. and Nancy Peccolo, Trustees of the Robert N. and Nancy Peccolo Trust, Turner Investments LTD, Roger P. and Carolyn G. Wagner and Trustees of the Wagner Family Trust, all of whom own homes directly adjacent to the golf course.

The lawsuit questions the validity of the City of Las Vegas' process for review and approval of parcel maps. If the City's process for approval of parcel maps were found non-compliant with Nevada law, then all parcel maps processed in the same manner, estimated to be in the thousands, would be rendered invalid. The lawsuit has no merit. However, as stated very candidly by Yohan Lowie at the August 2015 neighborhood meetings, any litigation filed, irrespective of merit, does and will affect the plans for the Property.

DENSITY

The Property is zoned R-PD7 which classification allows for up to 7.48 units per acre. This zoning was verified by the City of Las Vegas in a Zoning Verification Letter provided to EHB Companies on December 30, 2014, prior to EHB Companies' acquisition of Fore Stars Ltd, the then owner of the Property.

In lieu of pursuing construction of up to 1,900 homes throughout the Property, the pending entitlement applications seek to reduce the density on the 180 acres (The Preserve) by building only 1 unit per 3 acres on average (up to 60 estate lots), while concurrently providing luxury multifamily near the Altaz Rampart corridor's existing commercial and multifamily.

TOTAL NUMBER OF UNITS

The total number of units being requested is 3,080, comprised of up to 60 estate lots in The Preserve and 3,020 luxury multi-family units in The Seventy. There is no longer a consideration for a 2 for 1 exchange on assisted living units.

PROPERTY VALUES

Appraisers recognize that there is no single variable (i.e. the loss of a golf course) that determines the value of any given property. In order to reach a sound conclusion on valuation, appraisers perform extensive research and consider multiple variables, in this case including the replacement of a golf course with multi-acre estates, the permanent preservation of open space through deed restrictions or conservation easements, the addition of extensive landscaping improvements and the reduction of the epidemic security concerns that plague Queensridge.



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Furthermore, no comparative scenarios, including the development of the Property under the existing R-PD7 zoning by merchant builders and public park/desert conditions created by the shutdown of the golf course, have been cited by Project opponents, thereby allowing homeowners to make an informed opinion as to what is ultimately best for the community. **One factor that is indisputable is that the present uncertainty surrounding the direction of the development of the Property has a negative impact on Queensridge homes values. Any litigation will serve to further delay the certainty and marketability of Queensridge homes.**

PRESERVATION

Under the present application, approximately 50% of the entire Property and approximately 65% (120 acres) of The Preserve will be permanently preserved under conservation easements or deed restrictions. The Preserve will be extensively landscaped (whereas today the golf course is only 35% green and the remainder native) and calls for the planting of approximately 7,500 trees, whereas presently there are only 1,014.

FEMA FLOOD ZONE

Approximately 75% of the Property is NOT in the FEMA flood zone and is currently buildable without FEMA reclassification. The Master Drainage Study, which has been submitted to the City of Las Vegas, as required, contains a flood mitigation plan for the entire Property, which includes sixty-seven (67) acres that are within the FEMA flood zone. Included in the FEMA designated flood zone are portions of residential properties along the golf course including 15 lots on Orient Express, 4 lots on Kings Gate Court, 3 lots on Winter Palace Drive and 3 HOA common areas. These properties will benefit from the construction of underground drainage culverts, similar to those under Tivoli Village, as they will be removed from the FEMA flood designation zone.

TRAFFIC

A Master Traffic Study has been submitted and traffic impacts will be held to the same standards and review process as any other project requesting entitlements from the City. It is also important to remember that the traffic study reflects demands associated with a fully complete development. Traffic generated by the proposed development will occur over the course of many years allowing for a gradual impact on City roadways.

COMMUNITY SAFETY, SECURITY AND WELFARE

The redevelopment of the Property will have a significantly positive impact on the safety, security and welfare of Queensridge by removing the vulnerabilities that currently exist due to both the proximity to a public golf course and the pedestrian accessible drainage culverts under Charleston Blvd. and Hualapai Way. The proposed drainage plans include the installation of underground drainage culverts that will safely contain water flow below ground. An established and more secure perimeter will be created by removing the open culvert access (6' x 25' on Charleston Blvd. and 8' x 16' on Hualapai Way), heightening a portion of the existing walls along the golf course to 10 feet or more and installing a 10 foot wall between The Preserve and The Savant. These efforts will help deter opportunistic criminals who now enter the public golf course with great ease.



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DEVELOPMENT AGREEMENT

The Development Agreement, which establishes the period and manner in which the Project is to be constructed with this City, if it is an ongoing process and the final agreement will be entered into upon completion of the initial phase. The proposed final agreement will be entered into the City's and EHS Companies website after the Planning Commission meeting. It is agreed that there will be a direct contact between the applicants and the City of Las Vegas.

CONSTRUCTION TIMING, ACCESS AND IMPACT

Work will commence no sooner than 18 months from today. The process of acquiring and installation of telephone and sewage service will take approximately 6-9 months for each of the seven segments of the Preserve and is the priority for the Seaway. Once complete, work will begin on the Preserve will include single family home construction similar to that currently taking place on Pinta Cota Court and on The Seaway, construction on a scale equal to or less than that of One Overlook Place.

Construction period will not take place 24 hours a day, 7 days a week throughout the course of the project. Construction is subject to noise ordinance, which limits the allowable duration of the construction on The Preserve and on a segment of the Preserve to allow for equipment use to meet EHS Companies and EHS of the construction and construction. The Village and One Overlook Place and new always work and construction with the adjacent neighbors to ensure that construction is minimized.

In addition, the Property's north gateway is expected to be closed and the street is not related to this construction will be transported from one segment to the next. **Construction equipment will access the site from Interstate Way or Alta Drive, NOT through the Commonsidge north and/or south gates.**

EARTH PROCESSING

Earth processing will be limited to 16 hours per day and will occur only during the 6-8 months that rough grading will occur. When soil the facility will be limited to at least 500 feet from any residential structure. **Impact on existing homeowners will be minimized.** EHS Companies will be required to obtain approval from the Clark County Department of Air Quality Management for all aspects of earthwork, processing and storage and all aspects of construction are subject to City noise ordinance.

SCHOOL IMPACT

The Project will not have a substantial impact on area schools and is not expected to require any additional school sites. If additional capacity is ultimately needed, the Clark County School District has a process for the planning and allocation of any additional capacity.



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We are pleased to share that the city staff including those of the Planning Department have **RECOMMENDED APPROVAL** for our proposed development. The Planning Department staff in particular, is comprised of the city's top professionals who function as zoning administrators and provides all plans that are ultimately taken to the Planning Commission.

With that, we at KHB Companies understand that you all may have questions about our plans. We have found that when homeowners had an opportunity to better understand our vision, they have become more comfortable about the proposed changes. Many of KHB's team members are residents of Cedar-Rapids and One Cedarway Drive, and as such are not strangers in the future of the neighborhood.

The following are some of many of the questions we have received. If you have any further questions, we will be more than happy to speak or meet with you at your convenience.

Why does KHB Companies desire to develop residences on the property where Sandhills Golf Course is operated? Why not just leave the course the way it is?

When Sandhills was once a golfable use of the property, there were changes. The average number of golf rounds and the price per round have both decreased significantly since the inception that began almost a decade ago. This decrease is reflective of the golf industry as a whole, which has suffered from challenges nationwide. Golf courses by their nature have been closing places the country by the sand traps and with the increasing amount of water necessary to maintain a golf course, it's simply not a viable option. In order to preserve some of the positive elements of the golf course, we have proposed a development on the western portion of the property (the *Proved*) which alone can 50 percent of the total of the property, including and adjacent areas.

Originally the buildings to be constructed on the northwest corner of the property (the area known as The Nevada) were going to be condominiums to be sold to buyers. Now we're hearing you want permission from the city to make it a rental property. Why? And what impact do you believe rental units will have on our quality of life?

Whether a residential property is for rent or for sale is not a question of zoning. In other words, developers need not seek permission for developing a property for sale versus for rent. Our intent was always to sell the land develop properties and condominiums that once complete, may either be sold or rented based on market conditions at the time. The city's department project will be high quality and the amenities that will be a factor in the different kind of the type of residents who live there. By way of example, many of the Cedar-Rapids Plaza's condominiums were sold and are used by rental units.

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EHB Companies development plans keep changing. Initially, there were going to be 3,020 condo units. Now you're saying the number has been reduced to 2,400. You previously said there would be 60 home sites on the 180-acre parcel known as The Preserve. Now you say there will be 75. Why all the changes? How can we be sure of what will eventually be built?

This refinement was based on feedback from local residents and the City of Las Vegas Planning Department is the process that occurs to ensure that the best project gets built.

While EHB Companies' reputation and track record in real estate development speaks for itself (40 percent of the custom homes in Queensridge, One Queensridge Place and Tivoli Village), part of the approval of our project includes a Development Agreement, which is a contract with the City of Las Vegas, ensuring that what is approved is what is built.

**How many condo buildings will be constructed on the northeast corner?
Will they be shorter or taller than the buildings at One Queensridge Place?**

There are a total of 2,400 condominium units (with the option to construct 200 assisted-living units complimentary to the condo units) within an undefined set of buildings, subject however to a height restriction not to exceed 150 feet (for the 2 mid-rises), or 70 + feet lower than One Queensridge Place's first two towers and 100 feet lower than the approved, but yet to be built, third tower. Generally, other buildings will be 4-6 stories (55 feet to 75 feet).

We hear that EHB Companies continues to delay the permit requests in front of the city Planning Commission and the City Council. Why all the delays?

Postponements are normal given the size and complexity of the project and are for the purpose of refining the project based on City and neighbor feedback. The last postponement was at the request of the City and not EHB Companies. We have extended an open invitation to all residents of the adjacent Queensridge neighborhood to meet and discuss the project in detail. If you still have questions, please schedule an appointment to meet with us.

What's this we hear about our losing 25 percent of our property value because of the loss of the open space in Queensridge? How can we support your development if it's going to lead to the loss of our property value?

Queensridge property values have significantly lagged below similar communities for many years prior to our announcing plans to develop the property in late 2015. Consider that between 2012 and mid-2015 homes at The Ridges commanded an 86 percent premium to homes at Queensridge. This value differential is not unique to The Ridges, as Red Rock Country Club, Canyon Fairways and Tournament Hills all sell at significant premiums to Queensridge. In other words, Queensridge property value had been lost prior to the announcement of the development and Queensridge homeowners should start to consider the positive impact of having some of the largest homes, owned by some of the wealthiest homebuyers, adjacent to Queensridge within the EHB Companies project.

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**CITY COUNCIL MEETING OF
NOVEMBER 16, 2016
COMBINED VERBATIM TRANSCRIPT – ITEMS 101-107**

1735 and Mr. Pankratz to get together and in good faith try and negotiate a resolution that can be
1736 brought before this Council. If it can't be brought back, the expectation is that we'll be notified
1737 immediately, and the expectation is everybody will work in good faith from this point forward.

1738 That, I believe, is the motion. Everything else —

1739

1740 **COUNCILMAN BEERS**

1741 On 1-0-1 and -10-2?

1742

1743 **BRAD JERBIC**

1744 On 1-0-2, yes. I think that's —

1745

1746 **MAYOR GOODMAN**

1747 Thank you.

1748

1749 **BRAD JERBIC**

1750 On 1-0-1, 1-0-2, 1-0-3 and 1-0-4 is the Director's Business, which is included in these four
1751 motions.

1752

1753 **COUNCILWOMAN TARKANIAN**

1754 I just want to say I'm going to vote against that, but I do believe in a large part of it. It's just
1755 there's part of it I don't agree it, with.

1756

1757 **MAYOR GOODMAN**

1758 Okay. There's a motion. Please vote. And please post. The motion passes. **(The motion carried**
1759 **with Coffin, Tarkanian and Antony voting No.)** So, now we will move on. Is it appropriate,
1760 and, Ms. Hughes and Mr. Pankratz, thank you very much. You have mountains to climb and
1761 things to do. And Mrs. Hughes, we all wish that this can come to a great resolve, that both sides
1762 are very, 85 percent happy. 85 percent would be a win-win.

**CITY COUNCIL MEETING OF
NOVEMBER 16, 2016
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7665 **MAYOR GOODMAN**

7666 And moving at this point which way on that? I'm sorry, because Mr. Mayor Pro Tem had my ear.
7667

7668 **BRAD JERBIC**

7669 You have two choices. One would be to allow withdrawal without prejudice, and the other would
7670 be to hold it in abeyance for a period of time at your discretion.
7671

7672 **MAYOR GOODMAN**

7673 And you are saying because of the holidays it should be, if it's held in abeyance, what?
7674

7675 **BRAD JERBIC**

7676 I'm talking with Ms. Fretwell a moment ago, and we were thinking 60 to 90 days, I think would
7677 be an appropriate period of time for an abeyance.
7678

7679 **CHRIS KAEMPFER**

7680 Sixty.
7681

7682 **MAYOR GOODMAN**

7683 Sixty? Okay. So, do I move that?
7684

7685 **COUNCILMAN BEERS**

7686 Your Honor, I need some clarification too. I thought I heard the applicant's representative say
7687 that it's far more likely they would just simply move ahead with the existing entitlement, which
7688 gives us no options if this doesn't move forward. I don't know.
7689

7690 **CHRIS KAEMPFER**

7691 I have just been told, Your Honor, members of the Council, if we abey it for 60 days, we're going
7692 to work with everybody within that 60 days, both with regard to this application and the previous
7693 one, but with the previous ones, we have to refile the whole thing again because it was
7694 withdrawn. This way, if there's good faith as we're moving forward, even if we don't reach a

**CITY COUNCIL MEETING OF
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7695 resolution, but there's good faith moving forward, then in 60 days from now, you can vote
7696 however you feel, whether you, however, you want to vote.
7697
7698 **MAYOR GOODMAN**
7699 And I will hold that out there that I then could move, as counsel has said, to rescind my vote in
7700 the negative on 1-0-5.
7701
7702 **CHRIS KAEMPFER**
7703 Well, actually, all you have to do is reconsider, as Brad will tell you, reconsider the vote, vote to
7704 hold all items, and then your vote, no vote is not out there.
7705
7706 **MAYOR GOODMAN**
7707 Okay.
7708
7709 **CHRIS KAEMPFER**
7710 Neither is anybody else's no vote.
7711
7712 **MAYOR GOODMAN**
7713 Okay. I like that. Wait. Yes?
7714
7715 **BRAD JERBIC**
7716 Make a motion to reconsider. It passes. Then move to abey and then pick the time.
7717
7718 **MAYOR GOODMAN**
7719 Okay. I make a motion to reconsider on 1-0-5. I am making that motion to reconsider on 1-0-5,
7720 please. What happened to Councilman Coffin? He has to come back here or we'll spend the
7721 morning –
7722
7723 **COUNCILMAN COFFIN**
7724 I'm sorry.

**CITY COUNCIL MEETING OF
NOVEMBER 16, 2016
COMBINED VERBATIM TRANSCRIPT – ITEMS 101-107**

7725 **MAYOR GOODMAN**

7726 I made, what did I make? To reconsider on 1-0-5. You're allowing me to reconsider. **(The**
7727 **motion failed with Coffin, Barlow, Tarkanian and Anthony voting No.)** That fails. So, now in
7728 the majority there, what happens on the rest now?

7729

7730 **BRAD JERBIC**

7731 Make a motion to allow withdrawal without prejudice, or you can make a motion to deny?

7732

7733 **MAYOR GOODMAN**

7734 And who does that?

7735

7736 **BRAD JERBIC**

7737 Whoever wants to make that motion can make it, if you, anybody can make that motion.

7738

7739 **COUNCILWOMAN TARKANIAN**

7740 May I ask what motion you're talking about? Since we've discussed several, just tell me –

7741

7742 **BRAD JERBIC**

7743 For want of a better way to put it, nobody's going home until we have a motion in the
7744 affirmative.

7745

7746 **COUNCILWOMAN TARKANIAN**

7747 Okay. The Mayor said we could not escape anyway, so we knew that. What is the motion you're
7748 talking about now?

7749

7750 **BRAD JERBIC**

7751 There are two that we're left with, since that motion didn't pass, and that is to allow withdrawal
7752 without prejudice, or to deny, unless I hear something from Tom or Betsy that I can't think of.

**CITY COUNCIL MEETING OF
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7753 **COUNCILWOMAN TARKANIAN**

7754 To allow to, okay, let them, to allow to withdraw.

7755

7756 **COUNCILMAN COFFIN**

7757 Your Honor, I'll make that motion and, the reason I'll make that motion is to end this, because I
7758 think the signal has been strongly sent that there will, we have an open mind, you hold the power
7759 on this thing, and I think you have said loud and clear there needs to be movement, and I believe
7760 there will be because of that as long as we are kept informed. And so therefore, I will make that
7761 motion to allow them to withdraw.

7762

7763 **COUNCILWOMAN TARKANIAN**

7764 And if I might say, Chris, you would be someone who would be working hard so that we can
7765 work together and get over our anger, right?

7766

7767 **CHRIS KAEMPFER**

7768 Yeah. I would hope.

7769

7770 **COUNCILMAN BEERS**

7771 Your Honor, to be clear, what I heard the applicant say was that if the motion was to abey for 60
7772 days, they would work on it. I didn't hear them say if the motion is to allow them to withdraw
7773 with prejudice that they would continue working on a development agreement. What I did hear
7774 them, I'm sorry, without prejudice, what I did hear them say is that they're likely to move
7775 forward with the existing entitlement.

7776

7777 **COUNCILMAN COFFIN**

7778 What I heard was —

7779

7780 **COUNCILMAN BEERS**

7781 We've had them now —

**CITY COUNCIL MEETING OF
NOVEMBER 16, 2016
COMBINED VERBATIM TRANSCRIPT – ITEMS 101-107**

7782 **COUNCILMAN COFFIN**

7783 What I heard was the language from our attorney, not from anybody else.

7784

7785 **CHRIS KAEMPFER**

7786 What I, Your Honor?

7787

7788 **BRAD JERBIC**

7789 Let me say, since the original motion failed, since the original motion failed, we need a new

7790 motion. It doesn't have to be a motion to deny. I think you can make a motion to hold an

7791 abeyance right now and see what happens. A straight up motion, hold an abeyance for 60 days. If

7792 one of you wants to make that –

7793

7794 **COUNCILMAN ANTHONY**

7795 Thought we already did that.

7796

7797 **BRAD JERBIC**

7798 No, you made a motion to rescind. I think a motion for abeyance right now, you could make that

7799 right now and see what happens.

7800

7801 **COUNCILMAN COFFIN**

7802 Okay. All right. I think, by the way, it has the same effect.

7803

7804 **COUNCILMAN BARLOW**

7805 Mayor? Allow me the opportunity to hold this item in abeyance for 60 days, please. Motion on

7806 the floor.

7807

7808 **MAYOR GOODMAN**

7809 Thank you. There's a motion. Please vote to hold this in abeyance for 60 days. Please vote. (The

7810 **motion carried unanimously.)**

**CITY COUNCIL MEETING OF
NOVEMBER 16, 2016
COMBINED VERBATIM TRANSCRIPT – ITEMS 101-107**

7811 **LUANN D. HOLMES**

7812 That will be the January 18th meeting.

7813

7814 **CHRIS KAEMPFER**

7815 January 18th. All right. Thank you everybody.

7816

7817 **BRAD JERBIC**

7818 You need to vote on the all the other.

7819

7820 **MAYOR GOODMAN**

7821 Wait. What do we do with 1-0-6 and 1-0-7, same thing?

7822

7823 **BRAD JERBIC**

7824 You can take them both in one motion if that's your request, take 1-0-6 and 1-0-7 and make the
7825 same motion.

7826

7827 **MAYOR GOODMAN**

7828 Hold them in abeyance? Yes. Councilman Barlow, would you vote on 1-0-6 and 1-0-7, please?

7829

7830 **COUNCILMAN BARLOW**

7831 Yes. I would like to take 1-0-6, 1-0-7, hold it in abeyance for 60 days as well, Mayor. Thank
7832 you. That's my motion.

7833

7834 **MAYOR GOODMAN**

7835 Please vote. Councilman Beers. Okay, please post. Motions carry. **(The motion carried**
7836 **unanimously)**

7837

7838 **CHRIS KAEMPFER**

7839 Thank you. We'll see you in two months.

Scott D Widney

CITY COUNCIL MEETING OF
JANUARY 18, 2017
VERBATIM TRANSCRIPT – ITEMS 52-54

- 1 ITEM 52 - GPA-62387 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT -
2 PUBLIC HEARING - APPLICANT/OWNER: SEVENTY ACRES, LLC - For possible
3 action on a request for a General Plan Amendment FROM: PR-OS
4 (PARKS/RECREATION/OPEN SPACE) TO: H (HIGH DENSITY RESIDENTIAL) on
5 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard (APN 138-32-
6 301-005), Ward 2 (Beers) [PRJ-62226].
7 ITEM 53 - ZON-62392 - ABEYANCE ITEM - REZONING RELATED TO GPA-62387 -
8 PUBLIC HEARING - APPLICANT/OWNER: SEVENTY ACRES, LLC - For possible
9 action on a request for a Rezoning FROM: R-PD7 (RESIDENTIAL PLANNED
10 DEVELOPMENT - 7 UNITS PER ACRE) TO: R-4 (HIGH DENSITY RESIDENTIAL) on
11 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard (APN 138-32-
12 301-005), Ward 2 (Beers) [PRJ-62226].
13 ITEM 54 - SDR-62393 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW
14 RELATED TO GPA-62387 AND ZON-62392 - PUBLIC HEARING -
15 APPLICANT/OWNER: SEVENTY ACRES, LLC - For possible action on a request for a
16 Site Development Plan Review FOR A PROPOSED 720-UNIT MULTI-FAMILY
17 RESIDENTIAL (CONDOMINIUM) DEVELOPMENT CONSISTING OF FOUR, FOUR-
18 STORY BUILDINGS on 17.49 acres at the southwest corner of Alta Drive and Rampart
19 Boulevard (APN 138-32-301-005), R-PD7 (Residential Planned Development - 7 Units per
20 Acre) Zone [PROPOSED: R-4 (High Density Residential)], Ward 2 (Beers) [PRJ-62226].
21
22 Appearance List:
23 STEVEN ROSS, Mayor Pro-Tem
24 LOIS TARKANIAN, Councilwoman
25
26 1:50:26 - 1:52:58 (2 minutes and 32 seconds)
27
28 Typed by: Speechpad.com
29 Proofed by: Patty Hlavac

**CITY COUNCIL MEETING OF
JANUARY 18, 2017
VERBATIM TRANSCRIPT – ITEMS 52-54**

30 **MAYOR PRO TEM ROSS**

31 All right. Well, good afternoon, everybody. I will call this afternoon session of the Las Vegas
32 City Council to order. We are on Agenda Item 51 for possible action. Any items that the Council,
33 Staff and/or Applicant wish to be stricken, tabled, withdrawn, or held in abeyance to a future
34 meeting may be brought forward and acted upon at this time. Councilwoman Tarkanian?

35

36 **COUNCILWOMAN TARKANIAN**

37 The following items are going to be either stricken or abeyed. Item number 52, GPA-62387 is an
38 abeyance item, and the request is to abey it to February 15th, 2017, request by the Applicant.

39 Item number 53, ZON-62392 is an abeyance item, rezoning related to GPA-62387. The
40 Applicant/Owner is Seventy Acres, LLC. The request is to abey to February 15th, 2017, and it
41 was made by the Applicant.

42 Item number 54, SDR-62393 is an abeyance item, Site Development Plan Review related to
43 GPA-62387. Abeyance to February 15th, 2017 was requested by the Applicant.

44

45 **END RELATED DISCUSSION**

46 **RESUMED RELATED DISCUSSION**

47

48 **MAYOR PRO TEM ROSS**

49 And that's your motion?

50

51 **COUNCILWOMAN TARKANIAN**

52 My motion is to accept these as given.

53

54 **MAYOR PRO TEM ROSS**

55 Thank you very much. There's a motion. Please vote. And please post. (Motion carried with
56 Goodman excused.) And that motion passes.

57

58 **END OF DISCUSSION**

59 /ph

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AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 15, 2017**DEPARTMENT: PLANNING****DIRECTOR: TOM PERRIGO**☐ Consent ☒ Discussion**SUBJECT:**

GPA-62387 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: SEVENTY ACRES, LLC - For possible action on a request for a General Plan Amendment FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO: H (HIGH DENSITY RESIDENTIAL) on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard (APN 138-32-301-005), Ward 2 (Beers) [PRJ-62226]. The Planning Commission (5-2 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:Planning Commission Mtg. City Council Meeting **APPROVALS RECEIVED BEFORE:**Planning Commission Mtg. City Council Meeting **RECOMMENDATION:**

The Planning Commission (5-2 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps - GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]
2. Conditions and Staff Report - GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]
3. Supporting Documentation - GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]
4. Photo(s) - GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]
5. Justification Letter - GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]
6. Backup Submitted from the April 12, 2016 Planning Commission Meeting
7. Backup Submitted from the July 12, 2016 Planning Commission Meeting
8. Backup Submitted from the October 18, 2016 Special Planning Commission Meeting
9. Backup Submitted from the November 16, 2016 City Council Meeting (Part I) - Protest/Support Postcards for GPA-62387 and ZON-62392 [PRJ-62226]; Presentation Binders Volume I and II and CD by George Garcia for GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]; Comments and The 720 Documentation by Attorney Chris Kaempfer for GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]; Emails from the Clark County School District by Attorney Stephanie Allen, Letter from Clark County Superintendent Skorkowsky by Patrice Tue, Declaration of Annexation by Michael Buckley, Implications of Redevelopment Analysis by Bryan Gordon, Comments and Maps by Attorney Frank Shrek, Comment and Protest Petition by Steve Caria and Certified Transcript of Badlands Homeowners Meeting by David Mason for GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]; Queensridge Owners Association Resolution and Councilman Beers Literature by Elaine Wenger-Roesener, Protest Petition by Anna Smith, Queensridge History by Clyde Spitze, Letters by Paula Quagliana, Public Works Inter-Office Memorandum by Dale Roesener, Letter from Attorney Kevin Blair, Drainage Assessment Report for Queensridge and CD by Nelson Stone for GPA-62387, ZON-62392 and

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CITY COUNCIL MEETING OF: FEBRUARY 15, 2017

SDR-62393 [PRJ-62226]; Comments, Peccole Ranch Master Plan with Exhibits, NRS 278A, Presentation Binders Volume I and II and CDs by George Garcia for GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]

10. Backup Submitted from the November 16, 2016 City Council Meeting (Part 2) - District Court Case A-15-729053-B; District Court Case A-16-739654-C; District Court Orders for Case A-16-739654-C; The New Vision Communication Outreach Summary; Reno City Council Court Case, Peccole Ranch Master Plan; City Council Approval Letter From May 1990; Master Declaration of Covenants, Conditions, Restrictions and Easements for Queensridge; Map of Queensridge CIC Annexation History; Grant, Bargain and Sale Deed; Quitclaim Deed Regarding Conveyance to Seventy Acres LLC; Quitclaim Deed Regarding Conveyance to 180 Land Co LLC; Purchase Agreement and Addendum for Custom Lots at Queensridge North; Conditions and Staff Report From July 12, 2016 Planning Commission Meeting; NRS 278A.080 and NRS 116.1201; Emails Dated October and November 2016; Declaration of LuAnn Holmes by Attorney James Jimmerson for GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]; Protest Petition by Robert Peccole; The 720 Traffic Impact and Traffic Study for The Two Fifty by Greg Borgel for GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]

11. Backup Submitted from the November 16, 2016 City Council Meeting (Part 3) - Verbatim Transcript

12. Protest Postcard - GPA-62387 and ZON-62392 [PRJ-62226]

13. Submitted after Final Agenda - Protest email for GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]

14. Submitted at Meeting - Summarization Letter Submitted by Shauna Hughes, Miscellaneous Documents Submitted by Frank Schreck, Miscellaneous Documents Submitted by George Garcia, Aerial Maps and a Copy of Paragraphs from the Nevada Revised Statutes Submitted by Patrick Spilotro, Proposed Amended Condition #15 to SDR-62393 Submitted by Russell M. Rowe and Examples of Planned Unit Developments (PUD) Submitted by Jimmy Jimmerson for GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]

Motion made by BOB BEERS to Approve to M (Medium Density Residential)

Passed For: 4; Against: 3; Abstain: 0; Did Not Vote: 0; Excused: 0

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

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**CITY COUNCIL MEETING OF
FEBRUARY 15, 2017
VERBATIM TRANSCRIPT – ITEMS 100-102**

82 **MAYOR GOODMAN**

83 Only an hour late. Agenda Items 100 through 102.

84 Agenda Item 100, GPA-62387 on a request for a General Plan Amendment from PR-OS

85 (Parks/Recreation/Open Space) to H (High Density Residential); 101, ZON-62392 on a request

86 for rezoning from R-PD7 (Residential Planned Development - 7 Units Per Acre) to R-4 (High

87 Density Residential); and Agenda Item 102, SDR-62393 on a request for a Site Development

88 Plan Review for a proposed 720-unit multi-family residential condominium development

89 consisting of four four-story buildings. The Applicant/Owner is Seventy Acres, LLC on

90 17.49 acres, the southwest corner of Alta Drive and Rampart Boulevard, R-PD7 (Residential

91 Planned Development - 7 Units Per Acre), Zone proposed R-4 (High Density Residential).

92 The Planning Commission and Staff recommend approval on all items. These are in Ward 2 with

93 Councilman Beers, public hearing items which I declare open. Is the Applicant or representative

94 president?

95

96 **CHRIS KAEMPFER**

97 Yes, Your Honor. Chris Kaempfer and Stephanie Allen here on behalf of the Owner and

98 Applicant. Also, should you have questions appropriate for their consideration; we have our

99 traffic folks in the audience. We have Mr. Pankratz here, Mr. Lowie as well, Greg Borgell. So

100 we're all here if there's any question that needs to be answered that Stephanie and I do not have

101 an answer for.

102

103 **BRAD JERBIC**

104 If I could before Mr. Kaempfer begins his presentation, Your Honor, I need to bring to

105 everybody's attention that Councilman Barlow has a flight tonight, where he has to be at the

106 airport for check-in at 6:30, which means he has to leave City Hall no later than 6:00 p.m. So

107 that's two hours. I'm saying it because I was there, as you all know, last night. It went well over

108 two hours, because there were legal presentations and stuff like that. So I'm bringing it to the

109 Mayor's attention so that when people ask for time to speak and make their presentation, keep in

110 mind that we're going to probably lose Councilman Barlow after 6:00.

**CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT – ITEMS 100-102**

140 neighbors, who have expressed concerns about traffic, height, density, schools, and for rent as
141 opposed to for sale condominiums.

142 And as a consequence, Your Honor and members of the Council, and especially Councilman
143 Beers and Mr. Jerbic, as a result of that, all of that listening, we are advising you today that, as
144 required by Councilman Beers, we are hereby reducing the number of units in this project from
145 the 720, for which we applied and for which Planning Commission granted approval, to 435.
146 That is a reduction of nearly 300 units from the project we originally proposed.

147 In addition and to address both the concerns raised by Councilman Beers and by our neighbors,
148 especially and more importantly the neighbors in the Towers, who are the only ones immediately
149 adjacent to this project, we have changed this project to a for sale condominium development
150 and not a for rent development.

151 So it went from 720 units to 435 and from for rent to for sale. And those are requirements that
152 were imposed on us, I'd like to say that we accepted those graciously, but they were requirements
153 that were imposed on us by Councilman Beers.

154 Now, to address the comments made by Mr. Jerbic, Mr. Perrigo, and Mr. Lowenstein throughout
155 this entire Queensridge zoning process, the reduction to 435 units means that the density of our
156 project will be 24.9 units per acre, and that density will match precisely and exactly the density
157 of the Queensridge Towers, which is our immediate neighbor to the west, as you can see and
158 Stephanie can explain. Why don't you explain what those numbers are?
159

160 **STEPHANIE ALLEN**

161 Sure. If we can have the overhead, please, that would be great. There we go. This exhibit shows
162 the density of One Queensridge Place, Phase I and Phase II. The original Phase I density was
163 24.4 units per acre. Phase II was 25.5 units per acre, which equates to an overall density of 24.9
164 units to acre, which is exactly what we're requesting today with the reduction.
165

166 **CHRIS KAEMPFER**

167 The size of the acreage involved here is 17.49 acres. When you take that times 24.9, it reaches
168 the 435. Why is that important? Because it achieves the exact compatibility and comparability

**CITY COUNCIL MEETING OF
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169 which your legal counsel and your Planning Department have emphasized time and time again,
170 to anyone who will listen, as being the standard by which appropriate zoning is to be measured.
171 It's also important to note that this 24.9 units per acre is the same density as the Towers, despite
172 the fact that our project is closer to Rampart and closer to Alta. It is a standard zoning practice
173 that we have seen, all of us have seen implemented time and time again, that the closer you get to
174 a major street, the density increases from what is away from it. In this particular case, that is not
175 the case. The density is the same.
176 Now, to address the concern of height raised by our Tower neighbors, we are agreeing to keep
177 the height of the structure at no higher than the height of the podium of the Towers. And again,
178 Ms. Allen can point out we have two very brief slides to show you.
179

180 **STEPHANIE ALLEN**

181 So One Queensridge Place, the elevation of the podium is 2,748. You can see here the highest
182 point here on this project, because of the significant elevation change, the highest point is 2748.
183 So it will remain blow the podium to protect the views of the residents of One Queensridge
184 Place.

185

186 **CHRIS KAEMPFER**

187 And that also shows another.

188

189 **STEPHANIE ALLEN**

190 This is just a rendering showing generally what the corner would look like with that elevation
191 change and, again, the protection of the views to the residents.

192

193 **CHRIS KAEMPFER**

194 So again, and I think that's very important, the neighbors to our immediate west will have a
195 development no higher than the podium.

196 Now, to address the concerns of traffic, all traffic for the project will enter and exit on Rampart

**CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT -- ITEMS 100-102**

517 **MAYOR GOODMAN**

518 - only after you say your name.

519

520 **SHAUNA HUGHES**

521 - okay. Shauna Hughes. Thank you. 1210 South Valley View, Suite 208.

522 Mayor Goodman, members of the Council, I am submitting this letter to you and for the record

523 to summarize what has occurred since we were here last before you on this entire development.

524 During the last Council meeting, on November 16th, I was directed to meet with the developer's

525 representative, Mr. Pankratz. The following day, I contacted him and we agreed to have our first

526 meeting the following week. We've met thereafter on 11/30, 12/21, 12/28, and 1/6.

527 My meeting notes indicate the first meeting was attended by Frank, Todd Davis, who's inside

528 counsel for EHB, George Garcia, planning professional at my invitation, and myself. I was told

529 at this meeting that the golf course would be closing, which it has since closed. I asked for a

530 maintenance plan and a security plan concerned that with the golf course closed, they would

531 need their own security as the HOA contract of security had been asked not to enter onto the

532 private property of the golf course. But I've not yet received either of those plans to this point,

533 and they still remain a concern.

534 I made the following points. The neighborhood and members of the City Council want a

535 complete development plan for the entirety of the land to be developed, which I'd like to remind

536 you is 250 acres. The neighborhood and members of the City Council want a development

537 agreement so that all of the issues are clearly set forth in an enforceable contract. We want to

538 preserve the maximum amount of open space. We need density reductions to maintain the

539 compatibility with the existing neighborhood development. I indicated the neighbors were very

540 concerned about traffic issues.

541 While this list is not exhaustive of the issues covered in the two-hour meeting, it is what I

542 repeated in each of our subsequent meetings. Two hours into the meeting, Mr. Lowie entered our

543 meeting and threw Mr. Garcia out.

544 At our next meeting, which was attended by Frank, Todd, and myself, we basically went over the

545 history of the project and had nothing new on either side to add.

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546 On 12/21, the meeting was attended just by myself and Frank, after the Mayor intervened with
547 Mr. Lowie to insist that we meet alone. This was also a repeat of the previous meetings
548 summarized above. Mr. Pankratz asked me for specific suggestions to change the proposed
549 development. We concluded that meeting with a promise to meet again with a proposal to
550 address many of the issues.

551 Thereafter we met on the 28th. Unfortunately, no changes were suggested or offered by the
552 developer. As I was leaving, I happened to ask if the developer had filed anything with the City
553 and was told that they had filed for tentative map approval of 61 lots on 35 acres in the northwest
554 corner of the property off Hualapai and Alta and were planning to file a GPA that very day.

555 I expressed my surprise and disappointment that they chose that path in the middle of our
556 negotiations. I told Frank that the filing of tentative map and GPA was problematic as it violated
557 the critical concern of the neighborhood that a development proposal for the entirety of the land
558 be submitted. I also reiterated, again, density concerns.

559 On the 6th, Mr. Pankratz and I had our final meeting that I'm allowed to talk about. There
560 actually were more. Nothing new was discussed or proposed by the developer. During the course
561 of our negotiations, Mr. Lowie directed his staff to remove security cameras that had been
562 purchased and placed on flood control structures owned by the City of Las Vegas and installed
563 by Queensridge HOA. The HOA had received the only permission they thought they needed,
564 which was from the City, to place the cameras on their structures.

565 Security cameras were delivered to the HOA office after their removal. These cameras were used
566 to spot entries onto the golf course by unauthorized persons, yet they were removed ostensibly
567 because the HOA had not received permission from Mr. Lowie in advance of their installation
568 months before.

569 Mayor, I am very disheartened and disappointed that we were not able to make any progress
570 towards a resolution as we had been directed to do by this body. I have been publicly and falsely
571 accused of not bringing anything to the table, and I want to assure all of you that I tried my best
572 to emphasize the need for the reduction in the proposed density.

573 Unfortunately nothing, not even a single unit was offered during any of the meetings that Frank
574 and I had. In truth, not a single suggestion toward meeting any of the goals was ever brought to
575 the table.

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576 I would like to state publicly that I do not blame Mr. Pankratz for this at all as I do not believe he
577 was given the authority by Mr. Lowie to make legitimate offers. He is a building development
578 professional and I'm sure would have had plenty to contribute if he had been allowed.
579 Unless and until Mr. Lowie understands the need to work with the neighbors and reach a global
580 solution, I do not believe that anything further can or will happen. It is incumbent on this body to
581 convince Mr. Lowie that he does indeed need to work with the neighbors of this already exiting
582 masterplan community if we are to have any realistic opportunity for mutual resolution. As you
583 no doubt recall, we made a substantial case against the apartment proposal before you tonight
584 prior to the modification at the last Council meeting, so I will not go over any of those points
585 again.

586 However, I'd like to make one or two final concluding remarks. I know the tone of my comments
587 are negative, and as the point of our last meeting, that is exactly how I've felt and I believe I've
588 accurately represented the situation.

589 Subsequent to our last meeting, your City Attorney strong armed all of us into a room, which we
590 appreciated, actually. However, we were all asked to sign, including myself, a non-disclosure
591 agreement about what was discussed in that meeting because it was in the guise of settlement
592 negotiations. That was the first time that I ever heard of the proposal that you heard about
593 tonight.

594 I don't know when you maybe had heard about it before, but we first heard about it a week ago,
595 the reduction from the 720 to the 430. What was the final number?

596

597 **FRANK PANKRATZ**

598 435.

599

600 **SHAUNA HUGHES**

601 435, which more corresponds to the density that is adjacent in the Towers. However, we were not
602 allowed to talk about it. We were not allowed to pursue it. We were not allowed to see any
603 documents that may need to be modified as a result of that reduction.

604 And I do not want to sound negative about that being a legitimate step forward. It absolutely is.

605 However, it's one of probably a hundred steps. And my grave concern, based upon the experience

**CITY COUNCIL MEETING OF
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2598 **MAYOR GOODMAN**

2599 For the entire property?

2600

2601 **CHRIS KAEMPFFER**

2602 All 17.49 acres, yes, ma'am.

2603

2604 **MAYOR GOODMAN**

2605 And how about the remaining property, that will have to be variable as you come back? But can

2606 this be achieved through a master plan, a general development plan?

2607

2608 **CHRIS KAEMPFFER**

2609 Ma'am, we are hoping for that. As someone -.

2610

2611 **MAYOR GOODMAN**

2612 Okay. That's -.

2613

2614 **CHRIS KAEMPFFER**

2615 - now, you know, I -.

2616

2617 **MAYOR GOODMAN**

2618 - no, no, no. We've come somewhere, and, Mr. Jerbic, I am going to ask for your assistance here

2619 on this, because my personal feeling and I have no idea who's voting with what. I know there's a

2620 tremendous sensitivity to the homeowners and their investments and everything we've been

2621 hearing for this year and a half. I do know the developer, and I don't think I've ever had so much

2622 as a cup of coffee with him on a friendship basis, but I've seen his projects go. I never gave any

2623 indication that I was going to be supportive. I did see the early plans. I thought they looked

2624 beautiful when they were presented back a year and a half ago.

2625 But what I have seen finally is movement. I would hope the entire acreage would never be

2626 developed piecemeal. But what I feel is we've made progress, and it's good progress. And so

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2627 flood control, traffic, all these items that everybody's brought up, that's all subject to how the
2628 development proceeds according to what's been agreed to.

2629 I don't want to see piecemeal development. But I know for any developer it has to pencil out.
2630 Now, we hope it doesn't pencil out to the point that it's ruination for everybody else who's living
2631 in this beautiful community. I cannot believe that that will happen. And when I said, look, these
2632 are votes that I asked for something to happen, and if it did not happen, I was absolutely opposed
2633 to it all. But we have a section and a piece that is being reduced in half almost and that a
2634 guarantee on that of medium density.

2635 As each piece were to come back, it is the prerogative of this Council, in respect to everything
2636 you've been saying, to deny any further development. That is what is here. That is what I am
2637 seeing. And I think the development the way it's been presented, you will probably be able to be
2638 hearing more from us. I'm sure you'll be hearing more from the development, developer as it's
2639 going forward, but the mere fact of the change, no exit off of Alta, I mean there is movement.
2640 And what we want to do is save every piece of property and make it the way you intended it to
2641 be and not be piecemeal in this development.

2642 And so I wanted you to know there was never any deal. But what I did ask of Shauna Hughes
2643 and Frank Pankratz, as we went through, I kept asking them or our City Attorney or Mr. Perrigo,
2644 is there any movement? And I heard again and again and again, no. And then, in my opinion,
2645 that was it.

2646 And whether it's at last minute, it is, in fact, here for that development and that is a step.
2647 Everything from that piece on has to come back here. That piece has to pass flood control.

2648 I don't know all the parts of everything that it has to go through to accomplish and develop. But I
2649 want you all to know that your anger may persist. I know what I was wanting to see happen and
2650 a movement and an acceptable use of that piece. I don't want to see it piecemeal. I don't want that
2651 for my vote coming back here as piecemeal. I want to see a general development agreement.

2652 So, at this point, what I'm going to do is hear from any other Council member. And Mr. Jerbic or
2653 Mr. Perrigo, is there anything you want to add?

2654 And how do we handle this with Councilman Barlow on the phone? I know you're on mute
2655 again. If, in fact, because of the timing and I have no idea how long everybody will be speaking,
2656 my biggest concern is, if is that if this doesn't pass, it doesn't pass.

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3007 **CHRIS KAEMPFER**

3008 Then, then Your Honor, if I might. If the 61 homes on the 35 acres is where the heartbreak is and
3009 the heartache is, then that's the one that should be delayed and not go forward as opposed.

3010 All right. All right. Here is my problem. Here's my problem. People can, you want the absolute
3011 truth. People can stand up here and say we think there is going to be development. We know
3012 there's going to be development. We know they can develop the property. All right? That's not
3013 what they're told. That's not, in my opinion, what they believe. And when they say there's
3014 development, what your City Attorney has said from day one, which is not what I wanted, your
3015 City Attorney has -

3016

3017 **MAYOR GOODMAN**

3018 Please, wait, wait. Please, everybody. Please be respectful here.

3019

3020 **CHRIS KAEMPFER**

3021 - your City Attorney has told me and anybody who would listen from day one that comparable
3022 and compatible zoning is what he is entitled to. I didn't propose and don't think that's the best
3023 zoning for our community.

3024 You want my opinion? The best zoning for our community was the 75 homes on the 183 acres.
3025 That is what I think is good planning, and then what you do is you sit down and you talk about
3026 what kind of density is allowed on that 70, what kind of protections we can give to Ravel Court,
3027 what kind of protections you can give to Fairway, what kind of protections you can give to
3028 Tudor.

3029

3030 **MAYOR GOODMAN**

3031 You're talking about a general plan, master plan.

3032

3033 **CHRIS KAEMPFER**

3034 Right. But this part, this part tonight is part of it. Why are we telling them that it can't even move
3035 forward with something that everybody acknowledges is part of it?

**CITY COUNCIL MEETING OF
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3036 **MAYOR GOODMAN**

3037 You're preaching to the choir to me. I believe that corner, but I know it's not going to work. And I
3038 see Mr. Lowie right here, and I know while you look very wonderfully, professionally dressed
3039 and everything, you're not standing there to just support these two. Please.

3040

3041 **YOHAN LOWIE**

3042 Good evening, Mayor, Council. We have all spent a lot of time on this project, and we all have
3043 worked very hard. And you can see how many people here are suffering over their uncertainty
3044 for the last 18 months on this golf course.

3045 I've been, for the last 18 months, I've been demonized, villainized, and vilified by some
3046 homeowners that cause all this still here with people over our intentions of what we want to do
3047 with the golf course. Yet, we came out, right out of the box with one project, a holistic project for
3048 the entire property, for all 250 acres, four different parcels of land that were owned by, that
3049 would encompass this 250-acre golf course.

3050 And I came up and I proposed what I want to do for Queensridge first before what I'm going to
3051 do for ourselves. It included between \$15 million and \$20 million worth of improvements to
3052 Queensridge, including giving 5 acres on Queensridge South and about 4.5 acres on Queensridge
3053 North, building another clubhouse on Queensridge North, building a bridge between the two
3054 neighborhoods, renovating the clubhouse on Queensridge South, putting new gates on the
3055 property, turning Queensridge into what it needs to be, giving life to the neighborhood and
3056 developing the greatest project ever built in Nevada on 180 acres, 60 lots at 3.3 acres on average
3057 lots, which most lots were between 5 and 15 acres, because we had along the streets 1 and 1.5-
3058 acre lots.

3059 And then I want to put 3,000 units down on the bottom, on a low-rise type of a product in order
3060 to, in order to move the density and allow the financial ability to develop the 180 acres.

3061 We've been faced with an organizer position that was built over the time, over the years. You
3062 know what happened, because we came and told you what happened, what are the demands that
3063 were put on us. We have to give land and water rights. We refused to do that, and here we are
3064 today.

**CITY COUNCIL MEETING OF
FEBRUARY 15, 2017
VERBATIM TRANSCRIPT – ITEMS 100-102**

3493 **MAYOR GOODMAN**

3494 Okay. There is a motion to approve with the amendment mentioned by Councilman Beers. How
3495 say you, Councilman Barlow?

3496

3497 **COUNCILMAN BARLOW**

3498 Yes.

3499

3500 **MAYOR GOODMAN**

3501 Yes. Okay. Will you please post? And we have Councilman Coffin and Councilwoman to still
3502 vote, please.

3503 And the motion carries. **(The motion carried with Coffin, Tarkanian and Anthony voting**
3504 **No.)** And on Agenda item 101?

3505

3506 **COUNCILMAN BEERS**

3507 **I would move approval of 101, with the change that instead of the requested R-4, it be**
3508 **dropped down to R-3.**

3509

3510 **MAYOR GOODMAN**

3511 And that is your motion?

3512

3513 **COUNCILMAN BEERS**

3514 Are there any other conditions on 101, Staff?

3515

3516 **TOM PERRIGO**

3517 No.

3518

3519 **MAYOR GOODMAN**

3520 Okay.

**CITY COUNCIL MEETING OF
FEBRUARY 15, 2017
VERBATIM TRANSCRIPT – ITEMS 100-102**

3521 **COUNCILMAN BEERS**

3522 That would be where we would, would that not be also? Okay. Yes, ma'am.

3523

3524 **MAYOR GOODMAN**

3525 Okay. That is your motion. Please vote. And Councilman Barlow, how say you?

3526

3527 **COUNCILMAN BARLOW**

3528 Yes.

3529

3530 **MAYOR GOODMAN**

3531 And please post. And that motion carries. **(The motion carried with Coffin, Tarkanian and**

3532 **Anthony voting No.)** And Agenda Item 102?

3533

3534 **COUNCILMAN BEERS**

3535 And I guess I would add to the chorus, it's now six of us have made this comment, but I believe

3536 that Councilman Ross shares it. We would like all parties involved here to go back to the

3537 development agreement that was posted with the November agenda and mark it up, print it out,

3538 go home, mark it up.

3539 If you don't like something, put a red circle around it. If you want to change numbers, change

3540 numbers, but we need to have meetings where those marked-up development agreements are

3541 brought back so that we have concrete starting points for our discussions and hopefully get to the

3542 end of this process.

3543 So with that, **Your Honor, on Item 102, I would move for approval, but we do have a couple**

3544 **of additional -**

3545

3546 **MAYOR PRO TEM ROSS**

3547 Councilman, just for the record, I affirm what you just said about that.

**CITY COUNCIL MEETING OF
FEBRUARY 15, 2017
VERBATIM TRANSCRIPT – ITEMS 100-102**

3548 **COUNCILMAN BEERS**

3549 - thank you.

3550

3551 **MAYOR GOODMAN**

3552 Thank you.

3553

3554 **COUNCILMAN BEERS**

3555 The additional conditions on Number 102 would be the reduction to the number of units at 435,
3556 that the developer has agreed to, changes in floor plan are subject only to administrative review
3557 and will not come back here.

3558

3559 **TOM PERRIGO**

3560 Through you, Mayor, Councilman, we'd like to take a stab at those two conditions, then, if you
3561 please.

3562

3563 **COUNCILMAN BEERS**

3564 I've got one more.

3565

3566 **TOM PERRIGO**

3567 Oh, sorry.

3568

3569 **COUNCILMAN BEERS**

3570 Which is the Suncoast language that I think was submitted to you. I don't have the exact
3571 language, but in concept, if the traffic flow in or out of what we're doing here tonight accesses
3572 Alta, then a new traffic study needs to be conducted and it needs to be approved by the Council.

3573

3574 **MAYOR GOODMAN**

3575 Okay. That's your motion? Anything more there?

**CITY COUNCIL MEETING OF
FEBRUARY 15, 2017
VERBATIM TRANSCRIPT – ITEMS 100-102**

3576 **COUNCILMAN BEERS**

3577 Well, let's get Planning to correct my verbiage.

3578

3579 **PETER LOWENSTEIN**

3580 Madame Mayor, the first one would be the maximum number of 435 units shall be allowed.

3581 The second one would be revised floor plans depicting a maximum of 435 units shall be

3582 submitted to the Department of Planning prior to or at the same time as application is

3583 made for building permits.

3584

3585 **MAYOR GOODMAN**

3586 And the condition about this traffic study?

3587

3588 **PETER LOWENSTEIN**

3589 I'll leave that one as it stands.

3590

3591 **MAYOR GOODMAN**

3592 Okay.

3593

3594 **STEPHANIE ALLEN**

3595 Your Honor, just briefly a clarification. Did we want to limit it to for sale product as opposed to

3596 for rent?

3597

3598 **MAYOR GOODMAN**

3599 Oh, right. Yes.

3600

3601 **COUNCILMAN BEERS**

3602 Yes. There's another condition.

3603

3604 **MAYOR GOODMAN**

3605 No rental. For sale project.

Page 125 of 128

ROR017355

23523

23500

**CITY COUNCIL MEETING OF
FEBRUARY 15, 2017
VERBATIM TRANSCRIPT – ITEMS 100-102**

3606 **COUNCILMAN BEERS**

3607 The product will be for sale.

3608

3609 **MAYOR GOODMAN**

3610 Okay. You heard that, Councilman Barlow? That, that was the other piece, that they are not rental

3611 apartment units; they are condos, sale, sale.

3612

3613 **COUNCILMAN BARLOW**

3614 Yes, ma'am.

3615

3616 **MAYOR GOODMAN**

3617 Okay. Is that your motion?

3618

3619 **CHRIS KAEMPFER**

3620 Your Honor?

3621

3622 **COUNCILMAN BEERS**

3623 That's my motion, Your Honor.

3624

3625 **CHRIS KAEMPFER**

3626 Your Honor, just to be clear for the Suncoast, they wanted to make sure that that traffic

3627 study would be part of any kind of public hearing so they would have input. I just wanted

3628 to make sure that was the case.

3629

3630 **MAYOR GOODMAN**

3631 Okay. So there's a motion on Agenda Item 102, subject to the conditions that were put on. And

3632 how say you, Councilman Barlow?

3633

3634 **COUNCILMAN BARLOW**

3635 Yes.

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ROR017356

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23501

**CITY COUNCIL MEETING OF
FEBRUARY 15, 2017
VERBATIM TRANSCRIPT – ITEMS 100-102**

3636 **MAYOR GOODMAN**
3637 Thank you. And will you please post? (Motion carried with Coffin, Tarkanian and Anthony
3638 voting No.) And the motion carries. So there's a lot ahead. And thank you. Thank you all for
3639 coming. We feel, as you've said -
3640
3641 **COUNCILWOMAN TARKANIAN**
3642 Oh, wait, Madame Mayor?
3643
3644 **MAYOR GOODMAN**
3645 - Yes?
3646
3647 **COUNCILWOMAN TARKANIAN**
3648 Before we finish -
3649
3650 **MAYOR GOODMAN**
3651 We're not through. We have to stay.
3652
3653 **COUNCILWOMAN TARKANIAN**
3654 - no, no, I mean, on this, what we're voting on. We had a lot of good material that came from
3655 Attorney Jimmerson, and we're going to get a copy of that. Could we have the materials that
3656 were referred to by the opposition? Could we each have a copy of that too, you brave people?
3657
3658 **MAYOR GOODMAN**
3659 We can get it from our City Clerk's Office.
3660
3661 **COUNCILWOMAN TARKANIAN**
3662 City Clerk has it. So would you give one to each of us please, of what was given to you by the
3663 other? Thank you.

CITY COUNCIL MEETING OF
MARCH 15, 2017
VERBATIM TRANSCRIPT - ITEMS 33 AND 45-48

1 ITEM 33 - FOR POSSIBLE ACTION - Any items from the afternoon session that the
2 Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in
3 abeyance to a future meeting may be brought forward and acted upon at this time
4 ITEM 45 - GPA-68385 - GENERAL PLAN AMENDMENT - PUBLIC HEARING -
5 APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible action on a request
6 for a General Plan Amendment FROM: PR-OS (PARKS/RECREATION/OPEN SPACE)
7 TO: L (LOW DENSITY RESIDENTIAL) on 166.99 acres at the southeast corner of Alta
8 Drive and Hualapai Way (APN 138-31-702-002), Ward 2 (Beers) [PRJ-67184]. Staff has
9 NO RECOMMENDATION. The Planning Commission vote resulted in a TIE which is
10 tantamount to DENIAL.
11 ITEM 46 - WVR-68480 - WAIVER RELATED TO GPA-68385 - PUBLIC HEARING -
12 APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible action on a request
13 for a Waiver TO ALLOW 32-FOOT PRIVATE STREETS WITH A SIDEWALK ON
14 ONE SIDE WHERE 47-FOOT PRIVATE STREETS WITH SIDEWALKS ON BOTH
15 SIDES ARE REQUIRED WITHIN A PROPOSED GATED RESIDENTIAL
16 DEVELOPMENT on 34.07 acres at the southeast corner of Alta Drive and Hualapai Way
17 (Lot 1 in File 121, Page 100 of Parcel Maps on file at the Clark County Recorder's Office;
18 formerly a portion of APN 138-31-702-002), R-PD7 (Residential Planned Development - 7
19 Units per Acre) Zone, Ward 2 (Beers) [PRJ-67184]. The Planning Commission (4-2 vote)
20 and Staff recommend APPROVAL.
21 ITEM 47 - SDR-68481 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-
22 68385 AND WVR-68480 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND
23 COMPANY, LLC - For possible action on a request for a Site Development Plan Review
24 FOR A PROPOSED 61-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on
25 34.07 acres at the southeast corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page
26 100 of Parcel Maps on file at the Clark County Recorder's Office; formerly a portion of
27 APN 138-31-702-002), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone,
28 Ward 2 (Beers) [PRJ-67184]. The Planning Commission (4-2 vote) and Staff recommend
29 APPROVAL.

Page 1 of 4

CERTIFIED AS A TRUE COPY
Stacey Campbell
Stacey Campbell, Chief Deputy City Clerk
City of Las Vegas 3/28/17 1,464 Pages

ROR017359

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**CITY COUNCIL MEETING OF
MARCH 15, 2017
VERBATIM TRANSCRIPT – ITEMS 33 AND 45-48**

30 **ITEM 48 – TMP-68482 - TENTATIVE MAP RELATED TO GPA-68385, WVR-68480**
31 **AND SDR-68481 - PARCEL 1 @ THE 180 - PUBLIC HEARING - APPLICANT/**
32 **OWNER: 180 LAND COMPANY, LLC - For possible action on a request for a Tentative**
33 **Map FOR A 61-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 34.07 acres at**
34 **the southeast corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page 100 of Parcel**
35 **Maps on file at the Clark County Recorder's Office; formerly a portion of APN 138-31-**
36 **702-002), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2**
37 **(Beers) [PRJ-67184]. The Planning Commission (4-2 vote) and Staff recommend**
38 **APPROVAL.**

39

40 **Appearance List:**

41 CAROLYN GOODMAN, Mayor

42 STEVEN D. ROSS, Mayor Pro Tem

43

44 2:14:45 – 2:18:02 (3 minutes)

45 Typed by: Debra A. Outland

46 Proofed by: Stacey L. Campbell

**CITY COUNCIL MEETING OF
APRIL 19, 2017
VERBATIM TRANSCRIPT – ITEMS 64 AND 69-72**

49 **MAYOR GOODMAN**

50 For possible action, any items from afternoon session that the Council, staff, and/or applicant
51 wish to be stricken, tabled, withdrawn, held in abeyance to a future meeting may be brought
52 forward and acted upon at this time. Mayor Pro Tem.

53

54 **MAYOR PRO TEM ROSS**

55 Thank you. Your Honor, the applicant has requested an abeyance on Agenda Items 69, 70, or 69
56 through 72. This is GPA-68385, WVR-68480, SDR-68481 and TMP 68482 – Abeyance Items –
57 Applicant/Owner: 180 Land Company LLC, southeast corner of Alta Drive and Hualapai Way,
58 and they've asked that to be abeyed to the May 17, 2017 meeting.

59

60

END RELATED DISCUSSION

61

RESUMED RELATED DISCUSSION

62

63 **MAYOR PRO TEM ROSS**

64 That would be my motion.

65

66 **COUNCILMAN BEERS**

67 Your Honor?

68

69 **MAYOR GOODMAN**

70 Okay, thank you. Yes?

71

72 **COUNCILMAN BEERS**

73 Before we vote on Items, the abeyances, 69 to 72, if I would just beg an indulgence for a
74 moment. During my primary campaign, my opponent said Mr. Jerbic had warned the Council
75 several times that there's no possibility of inverse condemnation at the Badlands Golf Course,
76 and Brad, could you clarify?

77

**CITY COUNCIL MEETING OF
APRIL 19, 2017
VERBATIM TRANSCRIPT – ITEMS 64 AND 69-72**

78 **BRAD JERBIC**

79 I'll be happy to, and I know this has come up quite often. Let me state emphatically, any
80 property, any property in the city privately owned, including the Badlands Golf Course –
81

82 **MAYOR GOODMAN**

83 Can I back you up just one sec? Can you repeat slowly Councilman Beers' comment, and then
84 clarify what that is that he is talking about so that we all can understand it who aren't lawyers.
85

86 **BRAD JERBIC**

87 Councilman Beers represented that it has been stated by others during his primary that I had
88 represented to this Council that no possibility of inverse condemnation could occur at the
89 Badlands Golf Course. The, this subject – I'll elaborate a little bit. This subject came up only in
90 a limited context of an application before the Planning Commission, not before the City Council
91 wherein we discussed RPD 7 and whether or not there was likely inverse condemnation with
92 respect to the 720 units that this Council voted on and where you gave 435 a couple meetings
93 ago. So, if the question is, is there any possibility of inverse condemnation on Badlands or
94 anything else, and I say this with all caution to protect the City, any private property, that is any
95 private property in the city, including the Badlands Golf Course, can be the subject of inverse
96 condemnation. The individual facts and circumstances of each situation determine whether a
97 viable claim of inverse condemnation is present. So, it would all depend on a number of factors
98 which don't exist right now, but can it ever occur on any private property including Badlands,
99 yes.

100

101 **MAYOR GOODMAN**

102 Thank you. Any clarification, comments anybody needs? Thank you. Thank you.

103

104 **MAYOR PRO TEM ROSS**

105 There's a motion though.

106

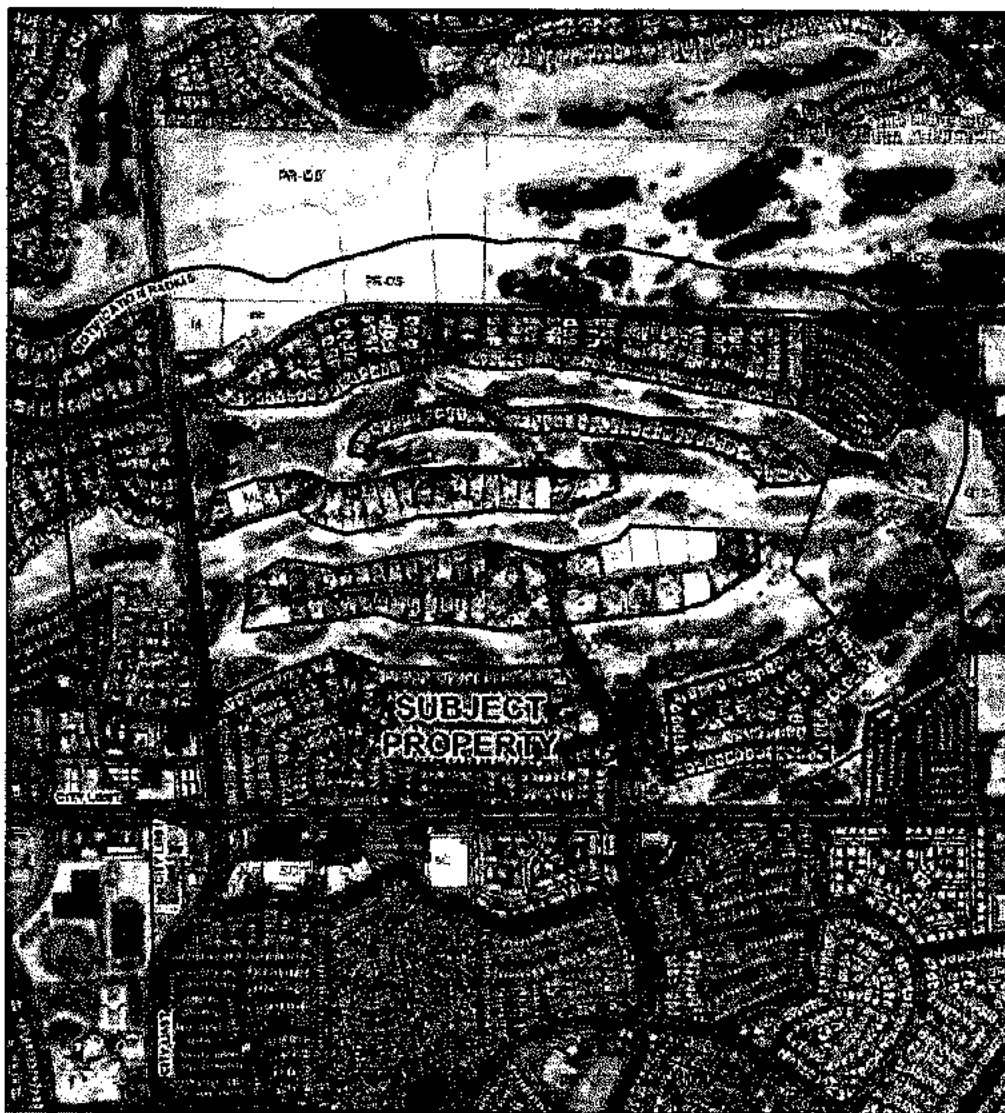
**CITY COUNCIL MEETING OF
APRIL 19, 2017
VERBATIM TRANSCRIPT – ITEMS 64 AND 69-72**

107 **MAYOR GOODMAN**

108 Okay. So, there is a motion now on these recommendations by Mayor Pro Tem. Please vote and
109 please post. Councilwoman. Motion carries. **(Motion carried unanimously)** Thank you very
110 much.

111 **END OF DISCUSSION**

112 /dao



CASE: GPA-68385 (PRJ-67184)

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PR-OS (PARKS/RECREATION/OPEN SPACE)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: L (LOW DENSITY RESIDENTIAL)

ROR018831

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23508

37
RPTT: Exempt
APN: 138-31-212-002
138-31-312-001
138-31-312-002
138-31-418-001
138-31-616-002

RECORDING REQUESTED BY STEWART TITLE
AND WHEN RECORDED MAIL TO:

Fore Stars, Ltd.
831 S. Rampart Blvd., Suite 220
Las Vegas, Nevada 89145
Attention: Larry A. Miller

MAIL TAX STATEMENTS TO:

Same as above.

20050414-0002951

Fee: \$25.00 RPTT: \$30.00
REC Fee: \$25.00

04/14/2005 15:50:00
T2005000007

Requester:
STEWART TITLE OF NEVADA

Frances Deane 150
Clark County Recorder Fax: 5

GRANT, BARGAIN AND SALE DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the PECCOLE TRUST, DATED FEBRUARY 15, 1982, as to an undivided Forty Five percent (45%) interest and WILLIAM PETER AND WANDA RUTH PECCOLE FAMILY LIMITED PARTNERSHIP, as to an undivided Fifty Five percent (55%) interest, whose addresses are 831 S. Rampart Blvd., Las Vegas, Nevada 89145, do hereby grant, bargain, sell and convey to FORE STARS, LTD., a Nevada limited liability company, whose address is 831 S. Rampart Blvd., Suite 220, Las Vegas, Nevada 89145, that certain real property in the County of Clark, State of Nevada, more particularly described in Exhibit "1" attached hereto and incorporated herein by this reference.

SUBJECT TO (a) non-delinquent taxes for the fiscal year 2004 - 2005, (b) encumbrances, covenants, conditions, restrictions, reservations, rights-of-way and easements that are a matter of record and (c) all matters that would be revealed by an accurate ALTA Survey or physical inspection of the real property.

TOGETHER WITH all and singular the covenants, restrictions and appurtenances thereto belonging or in anywise appurtenant.

PRJ-63491
0225/19

ROR020046

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23509

Dated as of: April 11, 2005

PECCOLE 1982 TRUST, DATED
FEBRUARY 15, 1982

By: Peccole-Nevada Corporation, Trustee

By: Larry A. Miller
Larry A. Miller, Chief Executive Officer

WILLIAM PETER AND WANDA RUTH
PECCOLE FAMILY LIMITED PARTNERSHIP

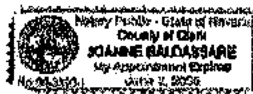
By: Peccole-Nevada Corporation, General Partner

By: Larry A. Miller
Larry A. Miller, Chief Executive Officer

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on April 11, 2005, by Larry A. Miller, Chief Executive Officer of Peccole-Nevada Corporation, the Trustee of the Peccole 1982 Trust, dated February 15, 1982 and the General Partner of the William Peter and Wanda Ruth Peccole Family Limited Partnership.



Joanne Baldassare
NOTARY PUBLIC
My commission expires: June 1, 2006

**CITY COUNCIL MEETING OF
MAY 17, 2017
VERBATIM TRANSCRIPT – ITEMS 55 AND 69-72**

79 **MAYOR GOODMAN**

80 – and then, 69 to 72.

81

82 **MAYOR PRO TEM ROSS**

83 We're good, Mayor. I got it.

84

85 **MAYOR GOODMAN**

86 Okay. Do you want to read them in please, and then 89.

87

88 **MAYOR PRO TEM ROSS**

89 All right. Yes, Your Honor.

90

91 **END RELATED DISCUSSION**

92 **RESUMED RELATED DISCUSSION**

93

94 The applicant has requested Agenda Items 69 through 72 be abeyed to the June 21st meeting.

95 They are GPA-68385, WVR-68480, SDR-68481 and TMP-68482. These are abeyance items.

96 Applicant/owner is 180 Land Company, LLC at the southeast corner of Alta Drive and Hualapai.

97

98 **END RELATED DISCUSSION**

99 **RESUMED RELATED DISCUSSION**

100

101 **MAYOR PRO TEM ROSS**

102 And that is my motion.

103

104 **MAYOR GOODMAN**

105 Okay.

106

107 **MAYOR PRO TEM ROSS**

108 Is there more?

Page 4 of 5

ROR020304

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109 **MAYOR GOODMAN**
110 Well done. There is a motion on abeyance items.
111
112 **COUNCILMAN BEERS**
113 Could Mayor Pro Tem repeat that motion, please?
114
115 **MAYOR PRO TEM ROSS**
116 Yes, I can.
117
118 **MAYOR GOODMAN**
119 Please vote, and please post. There's a motion on the abeyance items. If you'll vote, please.
120 **(Motion carried unanimously)**
121 **END OF DISCUSSION**
122 /dao

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 21, 2017**DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERRIC**☐ Consent ☒ Discussion**SUBJECT:****RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING**

NOT TO BE HEARD BEFORE 3:00 P.M. - Bill No. 2017-27 - For possible action - Adopts that certain development agreement entitled "Development Agreement For The Two Fifty," entered into between the City and 180 Land Co, LLC, et al., pertaining to property generally located at the southwest corner of Alta Drive and Rampart Boulevard. Sponsored by: Councilman Bob Beers

Fiscal Impact☒ No Impact☐ Augmentation Required☐ Budget Funds Available**Amount:****Funding Source:****Dept./Division:****PURPOSE/BACKGROUND:**

This bill will adopt that certain development agreement entitled "Development Agreement For The Two Fifty," entered into between the City and 180 Land Co, LLC, et al. The development agreement pertains to property generally located at the southwest corner of Alta Drive and Rampart Boulevard. The development agreement is proposed to be approved by the City Council on June 21, 2017. This ordinance formalizes the adoption in accordance with State law

RECOMMENDATION:

FORWARDED to Full Council to the 6/21/2017 City Council Meeting pursuant to the 6/19/2017 Recommending Committee Meeting.

First Read - 6/7/2017

First Publication - 6/8/2017

BACKUP DOCUMENTATION:

1. Bill No. 2017-27
2. DRAFT - Development Agreement for The Two Fifty
3. Submitted after Final Agenda - Backup Submitted at the June 19, 2017 Recommending Committee Meeting

Motion made by CAROLYN G. GOODMAN to Hold in abeyance to 8/2/2017

Passed For: 6, Against: 1, Abstain: 0, Did Not Vote: 0, Excused: 0

BOB COFFIN, RICKY Y. BARLOW, LOIS TARKANIAN, CAROLYN G. GOODMAN, STAVROS S. ANTHONY, BOB BEERS; (Against-STEVEN D. ROSS); (Abstain-None); (Did Not Vote-None); (Excused-None)

CERTIFIED AS A TRUE COPY

Stacey Campbell
Stacey Campbell, Chief Deputy City Clerk
City of Las Vegas 9/17/17 2,643 Agues

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CITY COUNCIL MEETING OF: JUNE 21, 2017

Minutes:

See Item 131 for a Combined Verbatim Transcript of Items 82 and 130-134.

Appearance List:

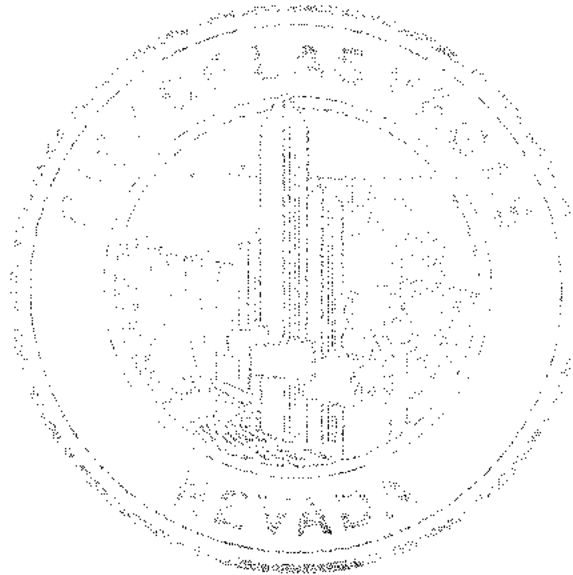
CAROLYN GOODMAN, Mayor

BRAD JERBIC, City Attorney

CHRIS KAEMPFER, Legal Counsel for the Applicant

STEVEN D. ROSS, Councilman

STEPHANIE ALLEN, Legal Counsel for the Applicant



ROR021824

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BILL NO. 2017-27

ORDINANCE NO. _____

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

Sponsored by: Councilman Bob Beers

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

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

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

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

ROR021825

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

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

12 PASSED, ADOPTED and APPROVED this ____ day of _____
13 2017.

14 APPROVED:

15 By _____
16 CAROLYN G. GOODMAN, Mayor

17 ATTEST.

18 _____
19 LUANN D. HOLMES, MMC
City Clerk

20 APPROVED AS TO FORM:

21 *Val Stead* 5-30-17
22 Val Stead, Date
23 Deputy City Attorney
24
25

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2017, and referred to a committee for recommendation, the
3 committee being composed of the following members _____
4 _____;
5 thereafter the said committee reported favorably on said ordinance on the ____ day of
6 _____, 2017, which was a _____ meeting of said Council;
7 that at said _____ meeting, the proposed ordinance was read by title to the
8 City Council as first introduced and adopted by the following vote.
9 VOTING "AYE": _____
10 VOTING "NAY": _____
11 ABSENT: _____
12
13 APPROVED:
14 By _____
CAROLYN G. GOODMAN, Mayor
15 ATTEST:
16 _____
17 LUANN D. HOLMES, MMC
City Clerk
18
19
20
21
22
23
24
25

-3-

ROR021827

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DEVELOPMENT AGREEMENT

FOR

THE TWO FIFTY

PRJ-70542
06/06/17

DIR-70539 - REVISED

ROR021828

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EXHIBITS

- A. Property Legal Description
- B. Master Land Use Plan with Development Areas
- C. The Two Fifty Design Guidelines, Development Standards and Permitted Uses
- D. Development Phasing
- E. UDC as of the Effective Date

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City") and 180 LAND CO LLC, a Nevada limited liability company ("Master Developer"). The City and Master Developer are sometimes individually referred to as a "Party" and collectively as the "Parties".

RECITALS

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

B. The City has taken no actions to cause, nor has ever intended to cause NRS 278A to apply to the Property as defined herein. As such, this Agreement is not subject to NRS 278A.

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

D. The Property is the land on which the golf course, known as the Badlands, was previously operated.

E. The Parties have concluded, each through their separate and independent research, that the golf course industry is struggling resulting in significant numbers of golf course closures across the country.

F. The golf course located on the Property has closed and the land will be repurposed in a manner that is complementary and compatible to the adjacent uses with a combination of residential lots and luxury multifamily development, including the option for assisted living units, a non-gaming boutique hotel, and, ancillary commercial uses.

G. The Property contains four (4) development areas, totaling two hundred fifty and ninety-two hundredths (250.92) acres (hereinafter referred to as "The Two Fifty"), as shown on Exhibit "B"

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attached hereto.

H. A General Plan Amendment (GPA-62387), Zone Change (ZON-62392) and Site Development Plan Review (SDR-62393) were approved for Development Area 1 (covering 17.49 acres of the Property) for four hundred thirty-five (435) for sale, luxury multifamily units. Because Development Area 1 has already been entitled, neither its acreage, nor its units, are included in the density calculations for the balance of the Property provided for herein. However, the total units approved on the Property will be factored into the respective portions of the Master Studies.

I. The Parties acknowledge and agree that the Property is zoned R-PD7 which allows for the development of the densities provided for herein.

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

K. Seventy Acres and Fore Stars irrevocably appoint Master Developer to act for and on behalf of Seventy Acres and Fore Stars, as their agent, to do all things necessary to fulfill Seventy Acres, Fore Stars and Master Developer's obligations under this Agreement.

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

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

N. The Parties further acknowledge that this Agreement will provide the owners of adjacent properties with the assurance that the development of the Property will be compatible and complimentary to the existing adjacent developments in accordance with the Design Guidelines, Development Standards and Permitted Uses ("Design Guidelines") attached hereto as Exhibit "C".

O. As a result of the development of the Property, City will receive needed jobs, sales and other tax revenues and significant increases to its real property tax base. City will additionally receive a

greater degree of certainty with respect to the phasing, timing and orderly development of the Property by a developer with significant experience in the development process.

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

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

R. The City Council, having determined that this Agreement is in conformance with all substantive and procedural requirements for approval of this Agreement, and after giving notice as required by the relevant law, and after introducing this Agreement by ordinance at a public hearing on _____, 2017, and after a subsequent public hearing to consider the substance of this Agreement on _____, 2017, the City Council found this Agreement to be in the public interest and lawful in all respects, and approved the execution of this Agreement by the Mayor of the City of Las Vegas.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION ONE

DEFINITIONS

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

"Affiliate" means (a) any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with another entity and (b) any other entity that beneficially owns at least fifty percent (50%) of the voting common stock or partnership interest or limited liability company interest,

as applicable, of another entity. For the purposes of this definition, "control" when used with respect to any entity, means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, partnership interests, by contract or otherwise; and the terms "controlling" or "controlled" have meanings correlative to the foregoing.

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

"Alcohol Related Uses" means a Beer/Wine/Cooler On-Sale use, Restaurant with Service Bar use, Restaurant with Alcohol use and Lounge Bar as defined by the UDC.

"Applicable Rules" as they relate to this Agreement and the development of the Community include the following:

- (a) The provision of the Code and all other uniformly-applied City rules, policies, regulations, ordinances, laws, general or specific, which were in effect on the Effective Date; and
- (b) This Agreement and all attachments hereto.

The term "Applicable Rules" does not include any of (i), (ii), or (iii) below, but the Parties understand that they, and the Property, may be subject thereto:

- (i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than City;
- (ii) Any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or
- (iii) Any applicable state or federal law or regulation.

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

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

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

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

"City Council" means the City of Las Vegas City Council.

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

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

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

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

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

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

ensure the Community and/or the Development Parcel(s) owned by Designated Builder is/are developed in accordance with this Agreement.

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

"Development Parcel(s)" means legally subdivided parcel(s) of land within the Community that are intended to be developed or further subdivided.

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

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

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

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

- (a) Specify areas where the Master Developer intends to perform rough grading operations;
- (b) Identify approximate future elevations and grades of roadways, Development Parcels, and drainage areas; and
- (c) Prior to issuance of a permit for a Mass Grading Plan:
 - (i) the Director of Public Works may require an update to the Master Drainage Study to address the impacts of phasing or diverted flows if the Master Drainage Study does not contain sufficient detail for that permit, and,
 - (ii) Master Developer shall submit the location(s) and height(s) of stockpiles in conjunction with its respective grading permit submittal(s)/application(s).
- (d) The Master Rough Grading Plan shall be reviewed by the Director of Public

Works for conformance to the grading and drainage aspects of the approved Master Drainage Study.

"Grading Plan", which accompanies the Technical Drainage Study, means a detailed grading plan for a development site within the Community, created pursuant to the UDC, to further define the grading within Development Parcels, as identified in the Master Drainage Study, to a level of detail sufficient to support construction drawings, in accordance with the CCRFCD Hydrologic Criteria and Drainage Design Manual.

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

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

"LVVWD" means the Las Vegas Valley Water District.

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

"Master Drainage Study" means the comprehensive hydrologic and hydraulic study, including required updates only if deemed necessary by the City, to be approved by the Director of Public Works prior to the issuance of any permits, excepting grub and clear permits outside of FEMA designated flood areas and/or demolition permits for the Property, or the recordation of any map.

"Master Land Use Plan" means the Master Land Use Plan for the Community, which is Exhibit "B".

"Master Sanitary Sewer Study" means the comprehensive sanitary sewer study to be approved by the Director of Public Works prior to the issuance of any permits, excepting grub and clear permits outside of FEMA designated flood areas and/or demolition permits for the Property, or the recordation of any map, including updates only if deemed necessary by the City where changes from those reflected in the approved Master Sanitary Sewer Study's approved densities or layout of the development are

proposed that would impact downstream pipeline capacities and that may result in additional required Off-Property sewer improvements.

"Master Studies" means the Master Traffic Study, Master Sanitary Sewer Study and the Master Drainage Study.

"Master Traffic Study" means the comprehensive traffic study, including updates only if deemed necessary by the City, with respect to this Property to be approved by the Director of Public Works prior to the issuance of any permits, excepting grub and clear permits outside of FEMA designated flood areas and/or demolition permits, or the recordation of any map.

"Master Utility Improvements" means those water, sanitary sewer, storm water drainage, power, street light and natural gas improvements within and directly adjacent to the Property necessary to serve the proposed development of the Community other than those utility improvements to be located within individual Development Parcels. All public sewer, streetlights, traffic signals, associated infrastructures and public drainage located outside of public right-of-way must be within public easements in conformance with City of Las Vegas Code Title 20, or pursuant to an approved variance application if necessary to allow public easements within private property and/or private drives of the HOA or Similar Entity or of the Development Parcels.

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

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

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

"Off-Property Improvements," as this definition relates to the Master Studies, means infrastructure

improvements located outside the Property boundaries required by the Master Studies or other governmental entities to be completed by the Master Developer due to the development of the Community.

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

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

"Owner" has the meaning as defined in Recital C.

"Party," when used in the singular form, means Master Developer, an Owner (as defined in Recital C) or City and in the plural form of "Parties" means Master Developer, Owners and City.

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

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

"Property" means that certain two hundred fifty and ninety-two hundredths (250.92) gross acres of real property which is the subject of this Agreement. The legal description of the Property is set forth in Exhibit "A".

"Technical Drainage Study(s)" means comprehensive hydrologic study(s) prepared under the direction of and stamped by a Nevada-licensed professional engineer that must comply with the CCRFCD drainage manual. Technical Drainage Study(s) shall be approved by the Director of Public Works.

"Term" means the term of this Agreement.

The "Two Fifty Drive" means the roadway identified as the Two Fifty Drive extension, as may also be referred to as the Clubhouse Drive Extension, and as is further addressed in Section 3.01(f)(vii) herein, together with associated curb, gutter, sidewalk, landscaping, underground utility improvements including fiber optic interconnect, streetlights, traffic control signs and signals other than those for which a fee was paid pursuant to Ordinance 5644.

"UDC" means the Unified Development Code as of the Effective Date of this Agreement attached hereto as Exhibit "E".

"Water Feature" means one or more items from a range of fountains, ponds (including irrigation

ponds), cascades, waterfalls, and streams used for aesthetic value, wildlife and irrigation purposes from effluent and/or privately owned ground water.

SECTION TWO

APPLICABLE RULES AND CONFLICTING LAWS

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

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

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

(b) The application of a new uniformly-applied rule, regulation, resolution, policy or ordinance to the development of the Community is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents.

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

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

reasonable time.

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

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

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

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

2.05. City Cooperation.

(a) City shall cooperate with Master Developer in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under Section 2.04.

(b) As required by the Applicable Rules, Master Developer shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

(c) Permits issued to Master Developer shall not expire so long as work progresses as determined by the City's Director of Building and Safety.

SECTION THREE

PLANNING AND DEVELOPMENT OF THE COMMUNITY

3.01. Permitted Uses, Density, and Height of Structures. Pursuant to NRS Chapter 276, this Agreement sets forth the permitted uses, density and maximum height of structures to be constructed in the Community for each Development Area within the Community.

(a) Maximum Residential Units Permitted. The maximum number of residential dwelling units allowed within the Community, as shown on Exhibit B, is two thousand one hundred sixty-nine (2,169) units, with four hundred thirty-five (435) for sale, multifamily residential units in Development Area 1, one thousand six hundred sixty-nine (1,669) multifamily residential units, including the option for assisted living units, in Development Area 2 and Development Area 3 combined, and a maximum of sixty-five (65) residential lots in Development Area 4.

(b) Permitted Uses and Types.

(i) The Community is planned for a mix of single family residential homes and multi-family residential homes including mid-rise tower residential homes.

(ii) Assisted living facility(ies), as defined by Code, may be developed within Development Area 2 or Development Area 3.

(iii) A non-gaming boutique hotel with up to one hundred thirty (130) rooms, with supporting facilities and associated ancillary uses, shall be allowed in Development Area 2 or Development Area 3. Prior to construction, a Site Development Plan Review shall be submitted and approved.

(iv) To promote a pedestrian friendly environment, in Development Areas 2 and 3, additional commercial uses that are ancillary to multifamily residential uses shall be permitted. Ancillary commercial uses shall be similar to, but not limited to, general retail uses and restaurant uses. The number and size of ancillary commercial uses shall be evaluated at the time of submittal for a Site Development Plan Review. Ancillary commercial uses, associated with the multifamily uses, shall be limited to Development Areas 2 and 3, and shall be limited to a total of fifteen thousand (15,000) square feet across Development Areas 2 and 3 with no single use greater than four thousand (4,000) square

feel. It is the intent that the ancillary commercial will largely cater to the residences of Development Areas 1, 2 and 3 to be consistent with an environment that helps promote a walkable community. Any reference to ancillary commercial does not include the leasing, sales, management, and maintenance offices and facilities related to the multifamily.

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

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

(vii) The Parties acknowledge that watering the Property may be continued or discontinued, on any portion or on all of the Property, at and for any period of time, or permanently, at the discretion of the Master Developer. If discontinued, Master Developer shall comply with all City Code requirements relating to the maintenance of the Property and comply with Clark County Health District regulations and requirements relating to the maintenance of the Property, which may necessitate Master Developer's watering and rough mowing the Property, or at Master Developer's election to apply for and acquire a clear and grub permit and/or demolition permits for the Property outside of FEMA designated flood areas (and within FEMA designated flood areas if approved by FEMA), subject to all City laws and regulations. Notwithstanding, Master Developer will use best efforts to continue to water the Property until such time as construction activity is commenced in a given area.

(viii) Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and general welfare of the Community are best promoted and protected by requiring that a Special Use Permit be obtained for certain Alcohol Related Uses as outlined in the Design Guidelines attached as **Exhibit "C"**. If a Special Use Permit is required, it shall be in accordance with the requirements of this Section and Las Vegas Municipal Code Section 19.16.110. The Parties agree that Master Developer may apply for Alcohol Related Uses and Alcohol Related Uses shall have no specified spacing requirements between similar and protected uses.

(c) Density. Master Developer shall have the right to determine the number of residential units to be developed on any Development Parcel up to the maximum density permitted in each Development Area. Notwithstanding the foregoing, the maximum density permitted in Development

Area 1 shall be a maximum of four hundred thirty-five (435) for sale, multifamily residential units; Development Areas 2 and 3 combined shall be a maximum of one thousand six hundred sixty-nine (1,669) multifamily residential units, including the option for assisted living units; and Development Area 4 shall be a maximum of sixty-five (65) residential lots. In Development Area 4, residential lots will be a minimum one-half (1/2) gross acres in Section A shown on **Exhibit B**. All other lots within Development Area 4 will be a minimum of two (2) gross acres.

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

(e) Residential Mid-Rise Towers in Development Area 2. Master Developer shall have the right to develop two (2) residential mid-rise towers within Development Area 2. The mid-rise tower locations shall be placed so as to help minimize the impact on the view corridors to the prominent portions of the Spring Mountain Range from the existing residences in One Queensridge Place. As provided in the Design Guidelines attached as **Exhibit "C"**, each of the two (2) mid-rise towers may be up to one hundred fifty (150) feet in height.

(f) Phasing.

(i) The Community shall be developed as outlined in the Development Phasing **Exhibit "D"**.

(ii) The Development Areas' numerical designations are not intended and should not be construed to be the numerical sequence or phase of development within the Community.

(iii) Development Area 4's Sections A-G, as shown on **Exhibit B**, are not intended and should not be construed to be the alphabetical sequence or phase of development within Development Area 4.

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

(v) Portions of the Property are located within the Federal Emergency Management Agency ("FEMA") Flood Zone.

(1) Following receipt from FEMA of a Conditional Letter of Map

Revision ("CLOMR") and receipt of necessary City approvals and permits, Master Developer may begin construction in Development Areas 1, 2 and 3, including but not limited to, the mass grading, the drainage improvements, including but not limited to the installation of the open drainage channels and/or box culverts, and the installation of utilities. Notwithstanding, Master Developer may begin and complete any construction prior to receipt of the CLOMR in areas outside of the FEMA Flood Zone, following receipt of the necessary permits and approvals from City.

(2) In Development Area 4 in areas outside of the FEMA Flood Zone, Master Developer may begin and complete any construction, as the market demands, and at the sole discretion of the Master Developer, following receipt of necessary City approvals and permits.

(3) In Development Area 4 in areas within the FEMA Flood Zone, construction, including but not limited to, mass grading, drainage improvements, including but not limited to the installation of the open drainage channels and/or box culverts, and the sewer and water mains may commence only after receipt of the CLOMR related to these areas and receipt of necessary City approvals and permits.

(vi) Master Developer and City agree that prior to the approval for construction of the seventeen hundredth (1,700th) residential unit, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the seventeen hundredth (1,700th) residential unit, Master Developer shall have substantially completed the drainage infrastructure required in Development Area 4. For clarification, the completion of the aforementioned drainage infrastructure required in Development Area 4 is not a prerequisite to approval for construction, by way of building permit issuance, of the first sixteen hundred ninety-nine (1,699) residential units. For purposes of this subsection, substantial completion of the drainage infrastructure shall mean the installation of the open drainage channels and/or box culverts required pursuant to the City-approved Master Drainage

Study or Technical Drainage Study for Development Area 4.

(vii) The Two Fifty Drive extension, being a new roadway between Development Areas 2 and 3 that will connect Alta Drive and South Rampart Boulevard, shall be completed in accordance with the approved Master Traffic Study and prior to the approval for construction of the fifteen hundredth (1,500th) residential unit, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the fourteen hundred and ninety-ninth (1,499th) residential unit. For clarification, the completion of the Two Fifty Drive extension is not a prerequisite to approval for construction, by way of building permit issuance, of the first fourteen hundred and ninety-ninth (1,499th) residential units.

(viii) The Landscape, Parks and Recreation Areas shall be constructed incrementally with development as outlined below in subsection (g).

(ix) In Development Areas 1-3, prior to the commencement of grading and/or commencement of a new phase of building construction, Master Developer shall provide ten (10) days' written notice to adjacent HOAs.

(x) In Development Area 4, prior to the commencement of grading, Master Developer shall provide ten (10) days' written notice to adjacent HOAs.

(g) Landscape, Park, and Recreation Areas. The Property consists of two hundred fifty and ninety-two hundredths (250.92) acres. Master Developer shall landscape and/or amenitize (or cause the same to occur) approximately forty percent (40%) or one hundred (100) acres of the Property, which includes associated parking and adjacent access ways, far in excess of the Code requirements. Master Developer shall construct, or cause the construction of the following:

(i) Development Areas 1, 2 and 3. A minimum of 12.7 acres of landscape, parks, and recreation areas shall be provided throughout the 67.21 acres of Development Areas 1, 2 and 3. The 12.7 acres of landscape, parks, and recreation area will include a minimum of: 2.5 acres of privately-owned park areas open to residents of the Property, Queensridge and One Queensridge Place, and occasionally opened to the public from time to time at Master Developer's sole discretion; 6.2 acres of privately-owned park and landscape areas not open to the public; 4.0 acres of privately-owned recreational amenities not open to the public, including outdoor and indoor areas (hereinafter referred to

as "The Seventy Open Space"). A 1 mile walking loop and pedestrian walkways throughout will be included as part of the 12.7 acres. The layout(s), location(s) and size(s) of the Seventy Open Space shall be reflective in the respective Site Development Plan Review(s) and shall be constructed incrementally in conjunction with the construction of the multifamily units located in Development Areas 1, 2 and 3. The 2.5 acres of privately-owned park area(s) shall be completed prior to the approval for construction of the fifteen hundredth (1,500th) residential unit, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the fourteen hundred and ninety-ninth (1,499th) residential unit. For clarification, the completion of 2.5 acres of privately-owned park area(s) is not a prerequisite to approval for construction, by way of building permit issuance, of the first fourteen hundred and ninety-nine (1,499) residential units, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the fourteen hundred and ninety-ninth (1,499th) residential unit. The Seventy Open Space shall be maintained and managed by Master Developer's Authorized Designee, the respective HOAs, Sub-HOA or Similar Entity.

(ii) Development Area 4. Because Development Area 4 will have a maximum of only sixty-five (65) residential lots, approximately eighty-seven (87) of its acres will be landscape area. The landscape area, although not required pursuant to the UDC, is being created to maintain a landscape environment in Development Area 4 and not in exchange for higher density in Development Areas 1, 2 or 3. The landscape area will be maintained by individual residential lot owners, an HOA, sub-HOA or Similar Entity, or a combination thereof, pursuant to Section 4 of this Agreement. Upon completion of Development Area 4, there shall be a minimum of seven thousand five hundred (7,500) trees in Development Area 4.

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

(h) Development Area 3 No Building Structures Zone and Transition Zone. In Development Area 3, there will be a wall, up to ten (10) feet in height, to serve to separate Development Areas 1, 2 and 3 from Development Area 4. The wall will provide gated access points to Development Area 4. Additionally, there will be a seventy-five (75) foot "No Building Structures Zone" easterly from Development Area 3's western boundary within seventy-five (75) feet of the property line of existing

homes adjacent to the Property as of the Effective Date, as shown on **Exhibit "B"**, to help buffer Development Area 3's development from these existing homes immediately adjacent to the particular part of the Property. The No Building Structures Zone will contain landscaping, an emergency vehicle access way that will also act as a pathway, and access drive lanes for passage to/from Development Area 4 through Development Area 3. An additional seventy-five (75) foot "Transition Zone" will be adjacent to the No Building Structures Zone, as shown on **Exhibit B**, wherein buildings of various heights are permitted but the heights of the buildings in the Transition Zone cannot exceed thirty-five (35) feet above the average finished floor of the adjacent existing residences' finished floor outside of the Property as of the Effective Date, in no instance in excess of the parameters of the Design Guidelines. For example, if the average finished floor of an adjacent existing residences, as of the Effective Date, is 2,800 feet in elevation, the maximum building height allowed in the adjacent Transition Zone would be 2,835 feet. Along the western edge of the Transition Zone, architectural design will pay particular attention to the building exterior elevations to take into consideration architectural massing reliefs, both vertical and horizontal, building articulation, building colors, building materials and landscaping. A Site Development Plan Review(s) is required prior to development in Development Areas 1, 2 and 3.

(i) Grading and Earth Movement.

(i) Master Developer understands that it must obtain Federal Emergency Management Agency's ("FEMA") CLOMR approval prior to any mass grading on the FEMA designated areas of the Property. Master Developer may commence construction, and proceed through completion, subject to receipt of the appropriate grading and/or building permits, on the portions of the Property located outside the FEMA designated areas prior to obtaining FEMA CLOMR approval.

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

(iii) In order to minimize earth movement to and from the Property, Master Developer shall be authorized to process the cut materials on site to create the needed fill materials, therefore eliminating or significantly reducing the need to take cut and fill materials from and to the Property. After approval of the Master Rough Grading Plan, other than the necessary Clark County

Department of Air Quality Management approvals needed, Master Developer shall not be required to obtain further approval for rock crushing, earth processing and stockpiling on the Property; provided, however, that no product produced as a result of such rock crushing, earth processing and/or stockpiling on the Property may be sold off-site. The rock crushing shall be located no less than five hundred (500) feet from existing residential homes and, except as otherwise outlined herein, shall be subject to Las Vegas Municipal Code Section 9.16.

(iv) In conjunction with its grading permit submittal(s)/application(s), Master Developer shall submit the location(s) and height(s) of stockpiles.

(v) There shall be no blasting on the Property during the Term of the Agreement.

(j) Gated Accesses to Development Area 4. Gated accesses to/from Development Area 4 shall be on Hualapai Way and through Development Area 3 unless otherwise specified in an approved tentative map(s) or a separate written agreement.

3.02. Processing.

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

(i) Expeditiously process all applications, including General Plan Amendments, in connection with the Property that are in compliance with the Applicable Rules and Master Studies and this Development Agreement; and

(ii) Promptly consider the approval of applications, subject to reasonable conditions not otherwise in conflict with the Applicable Rules, Master Studies and this Development Agreement.

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

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

and in addition to such Code requirements.

(i) Site Development Plan Review. Master Developer shall satisfy the requirements of Las Vegas Municipal Code Section 19.16.100 for the filing of an application for a Site Development Plan Review, except:

(1) No Site Development Plan Review will be required for any of the up to sixty-five (65) residential units in Development Area 4 because: a) the residential units are custom homes; and, b) the Design Guidelines attached as Exhibit "C", together with the required Master Studies and the future tentative map(s) for the residential units in Development Area 4, satisfy the requirements of a Site Development Plan under the R-PD zoning district. Furthermore, Master Developer shall provide its written approval for each residential unit in Development Area 4, which written approval shall accompany each residence's submittal of plans for building permits. The conditions, covenants and restrictions for Development Area 4 shall be submitted to the City prior to the issuance of building permits, except grub and clear, demolition and grading permits, in Development Area 4.

(2) A Site Development Plan has already been approved in Development Area 1 pursuant to SDR-62393 for four hundred thirty-five (435) luxury multifamily units, which shall be amended administratively to lower a portion of the building adjacent to the One Queensridge Place swimming pool area from four (4) stories to three (3) stories in height.

(3) For Development Areas 2 and 3, all Site Development Plan Reviews shall acknowledge that: a) as stated in Recital N, the development of the Property is compatible with and complementary to the existing adjacent developments; b) the Property is subject to the Design Guidelines attached as Exhibit "C"; c) the Master Studies have been submitted and/or approved, subject to updates, to allow the Property to be developed as proposed herein; d) this Agreement meets the City's objective to promote the health, safety and general welfare of the City and its inhabitants; and, e) the Site Development Review requirements for the following have been met with the approval of this Development Agreement and its accompanying Design Guidelines:

- i) density,
- ii) building heights,
- iii) setbacks,

- iv) residential adjacency,
- v) approximate building locations,
- vi) approximate pad areas,
- vii) approximate pad finished floor elevations, including those for the two mid-rise towers,
- viii) street sections, and,
- ix) access and circulation.

The following elements shall be reviewed as part of Site Development Review(s) for Development Areas 2 and 3:

- x) landscaping,
- xi) elevations,
- xii) design characteristics, and,
- xiii) architectural and aesthetic features.

The above referenced elements have already been approved in Development Area 1. To the extent these elements are generally continued in Development Areas 2 and 3, they are hereby deemed compatible as part of any Site Development Plan Review in Development Areas 2 and 3.

(ii) Special Use Permits. Master Developer and/or Designated Builders shall satisfy all Code requirements for the filing of an application for a special use permit.

3.03. Dedicated Staff and the Processing of Applications.

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

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

(c) Dedicated Inspection Staff. Upon written request from Master Developer to City, City shall provide within thirty (30) days from written notice, if staff is available, and Master Developer shall pay for a full-time building inspector dedicated only to the development of the Community.

3.04. Modifications of Design Guidelines. Modifications are changes to the Design Guidelines

that apply permanently to all development in the Community. The Parties agree that modifications of the Design Guidelines are generally not in the best interests of the effective and consistent development of the Community, as the Parties spent a considerable amount of time and effort negotiating at arms-length to provide for the Community as provided by the Design Guidelines. However, the Parties do acknowledge that there are special circumstances which may necessitate the modification of certain provisions of the Design Guidelines to accommodate unique situations which are presented to the Master Developer upon the actual development of the Community. Further, the Parties agree that modifications of the Design Guidelines can change the look, feel and construction of the Community in such a way that the original intent of the Parties is not demonstrated by the developed product. Notwithstanding, the Parties recognize that modifications and deviations are a reality as a result of changes in trends, technology, building materials and techniques. To that end, the Parties also agree that the only proper entity to request a modification or deviation of the Design Guidelines is the Master Developer entity itself. A request for a modification or deviation to the Design Guidelines shall not be permitted from: any other purchaser of real property within the Community, the Master HOA or a similar entity.

(a) Applicant. Requests for all modifications of the Design Guidelines may be made only by Master Developer.

(b) Minor Modifications. Minor Modifications are changes to the Design Guidelines that include:

- (i) changes in architectural styles, color palettes and detail elements.
- (ii) the addition of similar and complementary architectural styles, color palettes and detail elements to residential or commercial uses.
- (iii) changes in building materials.
- (iv) changes in landscaping materials, plant palettes, and landscaping detail elements.

(c) Submittal, Review, Decision, and Appeal.

(i) An application for Minor Modification of the Design Guidelines may be made to the Director of the Department of Planning for its consideration. The Planning Department shall coordinate the City's review of the application and shall perform all administrative actions related to the

application.

(ii) The Planning Department may, in their discretion, approve a Minor Modification or impose any reasonable condition upon such approval. The Planning Department shall issue a written decision within thirty (30) business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (iii) below. Applications for which no written decision is issued within thirty (30) business days shall be deemed approved. If the Planning Department rejects a request for a Minor Modification, the request shall automatically be deemed a Major Modification, and at the option of the Master Developer, the decision of the Planning Department may be appealed to the Planning Commission.

(iii) Master Developer may appeal any decision of the Planning Department to the Planning Commission by providing a written request for an appeal within 10 business days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available Planning Commission meeting.

(iv) Master Developer may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(d) Major Modifications.

(i) Any application for a modification to the Design Guidelines that does not qualify as a Minor Modification is a Major Modification. All applications for Major Modifications shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of the application or its receipt of the appeal provided for in Section (c) above, whichever is applicable.

(ii) All actions by the Planning Commission on Major Modifications shall be scheduled for a hearing at the next available City Council meeting.

3.05. Deviation to Design Guidelines. A deviation is an adjustment to a particular requirement of the Design Guidelines for a particular Development Parcel or lot.

(a) Minor Deviation. A Minor Deviation must not have a material and adverse impact on the overall development of the Community and may not exceed ten percent (10%) of a particular requirement

delineated by the Design Guidelines. An application for a Minor Deviation may only be made under the following circumstances:

1) A request for deviation from any particular requirement delineated by the Design Guidelines on ten percent (10%) or less of the lots in a Development Parcel; or

2) A request for deviation from the following particular requirements on greater than 10% of the lots in a Development Parcel or the entire Community:

a) Changes in architectural styles, color palettes and detail elements.

b) The addition of similar and complementary architectural styles, color palettes and detail elements.

c) Changes in building materials.

d) Changes in landscaping materials, plant palettes, and landscaping detail elements.

e) Setback encroachments for courtyards, porches, miradors, casitas, architectural projections as defined by the Design Guidelines, garages and carriage units.

f) Height of courtyard walls.

(i) Administrative Review Permitted. An application for a Minor Deviation may be filed by the Master Developer or an authorized designee as provided herein. Any application by an authorized designee of Master Developer must include a written statement from the Master Developer that it either approves or has no objection to the request.

(ii) Submittal, Review and Appeal

(1) An application for a Minor Deviation from the Design Guidelines may be made to the Planning Department for their consideration. The Department of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(2) The Department of Planning may, in their discretion, approve a Minor Deviation or impose any reasonable condition upon such approval. The Department of Planning shall issue a written decision within thirty (30) business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (3) below. Applications for which no written decision is issued within thirty (30) days shall be deemed approved.

(3) Master Developer or an authorized designee may appeal any decision of the Department of Planning to the Planning Commission by providing a written request for an appeal within ten (10) business days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available Planning Commission meeting.

(4) Master Developer or an authorized designee may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(b) Major Deviation. A Major Deviation must not have a material and adverse impact on the overall development of the Community and may exceed ten percent (10%) of any particular requirement delineated by the Design Guidelines.

(i) City Council Approval Required. An application for a Major Deviation may be filed by the Master Developer or an authorized designee as provided herein. Any application by an authorized designee must include a written statement from the Master Developer that it either approves or has no objection to the request. Major Deviations shall be submitted to the Planning Commission for recommendation to the City Council, wherein the City Council shall have final action on all Major Deviations.

(ii) Submittal, Review and Approval.

(1) All applications for Major Deviations shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of the application.

(2) All actions by the Planning Commission on Major Deviations shall be scheduled for a hearing by the City Council within thirty (30) days of such action.

(c) If Master Developer or an authorized designee requests a deviation from adopted City Infrastructure Improvement Standards, an application for said deviation shall be submitted to the Land Development Section of the Department of Building and Safety and related fees paid for consideration by the City Engineer pursuant to the Applicable Rules.

(d) Any request for deviation other than those specifically provided shall be processed pursuant to Section 3.04 (Modifications of Design Guidelines).

3.06. Anti-Moratorium. The Parties agree that no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the construction, rate, timing or sequencing of the development of property including those that affect parcel or subdivision maps, building permits, occupancy permits or other entitlements to use land, that are issued or granted by City, shall apply to the development of the Community or portion thereof. Notwithstanding the foregoing, City may adopt ordinances, resolutions or rules or regulations that are necessary to:

(a) comply with any state or federal laws or regulations as provided by Section 2.04, above;

(b) alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Property, except for construction-related operations contemplated herein, in which event the ordinance shall contain the most minimal and least intrusive alternative possible, and shall not, in any event, be imposed arbitrarily; or

(c) maintain City's compliance with non-City and state sewerage, water system and utility regulations. However, the City as the provider of wastewater collection and treatment for this development shall make all reasonable best efforts to insure that the wastewater facilities are adequately sized and of the proper technology so as to avoid any sewage caused moratorium.

In the event of any such moratorium, future ordinance, resolution, rule or regulation, unless taken pursuant to the three exceptions contained above, Master Developer shall continue to be entitled to apply for and receive consideration of applications contemplated in Section 3 in accordance with the Applicable Rules.

3.07. Property Dedications to City. Except as provided herein, any real property (and fixtures thereupon) transferred or dedicated to City or any other public entity shall be free and clear of any mortgages, deeds of trust, liens or encumbrances (except for any encumbrances that existed on the patent, at the time the Property was delivered to Master Developer, from the United States of America).

3.08. Additional Improvements.

(a) Development Areas 1, 2 and 3. Should Master Developer enter into a separate written agreement with the Las Vegas Valley Water District to a) utilize the Paved Golf Course Maintenance Access Roadway (described in recorded document 199602090000567), and, b) enhance it

for purposes of extending Clubhouse Drive for additional ingress and egress to Development Areas 1, 2 and 3 as contemplated on the Conceptual Site Plan in Exhibit "C", then Master Developer shall provide the following additional improvements related to One Queensridge Place:

(i) Master Developer shall construct a controlled access point to public walkways that lead to those portions of The Seventy Open Space, which may include a dog park. The controlled access point will be maintained by the One Queensridge Place HOA.

(ii) Master Developer shall construct thirty-five (35) parking spaces along the property line of Development Area 1 and One Queensridge Place. The parking spaces will be maintained by the One Queensridge Place HOA.

(iii) Master Developer will work with the One Queensridge Place HOA to design and construct an enhancement to the existing One Queensridge Place south side property line wall to enhance security on the southerly boundary of One Queensridge Place. The enhancement will be maintained by the One Queensridge Place HOA.

(iv) The multifamily project, approved under SDR-62393, with four hundred thirty-five (435) luxury multifamily units, shall be amended administratively to lower a portion of the building adjacent to the One Queensridge Place swimming pool area from four (4) stories to three (3) stories in height.

(b) Development Area 4. Should Master Developer 1) enter into a separate written agreement with Queensridge HOA with respect to Development Area 4 taking access to both the Queensridge North and Queensridge South gates, and utilizing the existing Queensridge roads, and 2) enter into a separate written agreement with the Las Vegas Valley Water District to a) utilize the Paved Golf Course Maintenance Access Roadway (described in recorded document 199602090000567), and, b) enhance it for purposes of extending Clubhouse Drive for additional ingress and egress to Development Areas 1, 2 and 3 as contemplated on the Conceptual Site Plan in Exhibit "C", then Master Developer shall provide the following additional improvements.

(i) Master Developer shall construct the following in Queensridge South to be maintained by the Queensridge HOA:

(a) a new entry access way;

- (b) new entry gates;
- (c) a new entry gate house; and,
- (d) an approximate four (4) acre park with a vineyard component located near the Queensridge South entrance.

(ii) Master Developer shall construct the following for Queensridge North to be maintained by the Queensridge HOA:

- (a) an approximate one and one-half (1.5) acre park located near the Queensridge North entrance; and,
- (b) new entry gates.

(c) Notwithstanding the foregoing, neither the One Queensridge Place HOA nor the Queensridge HOA shall be deemed to be third party beneficiaries of this Agreement. This Agreement does not confer any rights or remedies upon either the One Queensridge Place HOA or the Queensridge HOA. Specifically, but without limiting the generality of the foregoing, neither shall have any right of enforcement of any provision of this Agreement against the Master Developer (inclusive of its successors and assigns in interest) or City, nor any right or cause of action for any alleged breach of any obligation hereunder under any legal theory of any kind.

SECTION FOUR

MAINTENANCE OF THE COMMUNITY

4.01. Maintenance of Public and Common Areas.

(a) Community HOAs. Master Developer shall establish Master HOAs, Sub-HOAs or Similar Entities to manage and maintain sidewalk, common landscape areas, any landscaping within the street rights-of-way including median islands, private sewer facilities, private drainage facilities located within common elements, including but not limited to, grassed and/or rip-rap lined channels and natural arroyos as determined by the Master Drainage Study or applicable Technical Drainage Studies, but excluding public streets, curbs, gutters, and streetlights upon City-dedicated public streets, City owned traffic control devices and traffic control signage and permanent flood control facilities.

(b) Maintenance Obligations of the Master HOAs and Sub-HOAs. The Master HOAs or Similar Entities and the Sub-HOAs (which hereinafter may be referred to collectively as the "HOAs") shall be responsible to maintain in good condition and repair all common areas that are transferred to them for repair and maintenance (the "Maintained Facilities"), including, but not limited to sidewalks, walkways, private streets, private alleys, private drives, landscape areas, signage and water features, parks and park facilities, trails, amenity zones, flood control facilities not meeting the criteria for public maintained facilities as defined in Title 20 of the Code, and any landscaping in, on and around medians and public rights-of-way. Maintenance of the drainage facilities, which do not meet the criteria for public maintained facilities as defined in Title 20 of the Code, shall be the responsibility of an HOA or Similar Entity that encompasses a sufficient number of properties subject to this Agreement to financially support such maintenance, which may include such HOAs or Similar Entities posting a maintenance bond in an amount to be mutually agreed upon by the Director of Public Works and Master Developer prior to the City's issuance of any grading or building permits within Development Area 4, excluding any grub and clear permits outside of FEMA designated flood areas and/or demolition permits.

Master Developer acknowledges and agrees that the HOAs are common-interest communities created and governed by declarations ("Declarations") as such term is defined in NRS 116.037. The Declarations will be recorded by Master Developer or Designated Builders as an encumbrance against the property to be governed by the appropriate HOA. In each case, the HOA shall have the power to assess the encumbered property to pay the cost of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such assessments. Such HOAs will be Nevada not-for-profit corporations with a board of directors elected by the subject owners, provided, however, that Master Developer may control the board of directors of such HOA for as long as permitted by applicable law.

(c) The Declaration for the HOAs, when it has been fully executed and recorded with the office of the Clark County Recorder, shall contain (or effectively contain) the following provisions:

- (i) that the governing board of the HOAs must have the power to maintain the Maintained Facilities;
- (ii) that the plan described in Section 4.02 can only be materially amended by the HOAs;

(iii) that the powers under the Declaration cannot be exercised in a manner that would defeat or materially and adversely affect the implementation of the Maintenance Plan defined below; and

(iv) that in the event the HOAs fail to maintain the Maintained Facilities in accordance with the provisions of the plan described in Section 4.02, City may exercise its rights under the Declaration, including the right of City to levy assessments on the property owners for costs incurred by City in maintaining the Maintained Facilities, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon. Upon request, City shall have the right to review the Declaration for the sole purpose of determining compliance with the provisions of this Section.

4.02. Maintenance Plan. For Maintained Facilities maintained by the HOAs, the corresponding Declaration pursuant to this Section shall provide for a plan of maintenance. In Development Area 4, there will be a landscape maintenance plan with reasonable sensitivities for fire prevention provided to the City Fire Department for review.

4.03. Release of Master Developer. Following Master Developer's creation of HOAs to maintain the Maintained Facilities, and approval of the maintenance plan with respect to each HOA, each HOA shall be responsible for the maintenance of the Maintained Facilities in each particular development covered by each Declaration and Master Developer shall have no further liability in connection with the maintenance and operation of such particular Maintained Facilities. Notwithstanding the preceding sentence, Master Developer shall be responsible for the plants, trees, grass, irrigation systems, and any other botanicals or mechanical appurtenances related in any way to the Maintained Facilities pursuant to any and all express or implied warranties provided by Master Developer to the HOA under NRS Chapter 116.

4.04. City Maintenance Obligation Acknowledged. City acknowledges and agrees that all of the following will be maintained by City in good condition and repair at the City's sole cost and expense: (i) permanent flood control facilities meeting the criteria for public maintenance defined in Title 20 of the Code as identified in the Master Drainage Study or applicable Technical Drainage Studies and (ii) all City dedicated public streets (excluding any landscape within the right-of-way), associated curbs, gutters, City-

owned traffic control devices, signage, and streetlights upon City-dedicated right-of-ways within the Community and accepted by the City. City reserves the rights to modify existing sidewalks and the installation of sidewalk ramps and install or modify traffic control devices on common lots abutting public streets at the discretion of the Director of Public Works.

Master Developer will maintain all temporary detention basins or interim facilities identified in the Master Drainage Study or applicable Technical Drainage Studies. The City agrees to cooperate with the Master Developer and will diligently work with Master Developer to obtain acceptance of all permanent drainage facilities.

SECTION FIVE

PROJECT INFRASTRUCTURE IMPROVEMENTS

5.01. Conformance to Master Studies. Master Developer agrees to construct and dedicate to City or other governmental or quasi-governmental entity or appropriate utility company, all infrastructure to be publicly maintained that is necessary for the development of the Community as required by the Master Studies and this Agreement.

5.02 Sanitary Sewer.

(a) Design and Construction of Sanitary Sewer Facilities Shall Conform to the Master Sanitary Sewer Study. Master Developer shall design, using City's sewer planning criteria, and construct all sanitary sewer main facilities that are identified as Master Developer's responsibility in the Master Sanitary Sewer Study. Master Developer acknowledges and agrees that this obligation shall not be delegated or transferred to any other party.

(b) Off-Property Sewer Capacity. The Master Developer and the City will analyze the effect of the build out of the Community on Off-Property sewer pipelines. Master Developer and the City agree that the analysis may need to be revised as exact development patterns in the Community become known. All future offsite sewer analysis for the Community will consider a pipe to be at full capacity if it reaches a d/D ratio of 0.90 or greater. The sizing of new On-Property and Off-Property sewer pipe will be based on peak dry-weather flow d/D ratio of 0.50 for pipes between eight (8) and twelve (12) inches in diameter, and 0.60 for pipes larger than fifteen (15) inches in diameter.

(c) Updates. The Director of Public Works may require an update to the Master Sanitary Sewer Study as a condition of approval of the following land use applications: tentative map; Site Development Plan Review; or special use permit, but only if the applications propose land use, density, or entrances that substantially deviate from the approved Master Study or the development differs substantially in the opinion of the City from the assumptions of the approved Master Study.

5.03. Traffic Improvements.

(a) Legal Access. As a condition of approval to the Master Traffic Study and any updates thereto, Master Developer shall establish legal access to all public and private rights-of-way within the Community.

(b) Additional Right Turn Lane on Rampart Boulevard Northbound at Summerlin Parkway. At such time as City awards a bid for the construction of a second right turn lane on Rampart Boulevard northbound and the related Summerlin Parkway eastbound on-ramp, Master Developer will contribute twenty eight and three-tenths percent (28.3%) of the awarded bid amount, unless this percentage is amended in a future update to the Master Traffic Study ("Right Turn Lane Contribution"). The Right Turn Lane Contribution is calculated based on a numerator of the number of AM peak trips from the Property, making a second right turn lane on Rampart Boulevard northbound and the related Summerlin Parkway eastbound on-ramp necessary, divided by a denominator of the total number of AM peak trips that changes the traffic count from a D level of service to an E level of service necessitating a second right turn lane on Rampart Boulevard northbound and the related Summerlin Parkway eastbound on-ramp. If the building permits for less than eight hundred (800) residential units have been issued, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the eight hundredth (800th) residential unit, on the Property at the time the City awards a bid for this second right turn lane, the Right Turn Lane Contribution may be deferred until the issuance of the building permit for the eight hundredth (800th) residential unit, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the eight hundredth (800th) residential unit, or a date mutually agreed upon by the Parties. If the City has not awarded a bid for the construction of the second right turn lane by the issuance of the building permit for the sixteen hundred and ninety ninth (1699th) residential unit, a dollar amount based on the approved percentage in the

updated Master Traffic Study shall be paid prior to the issuance of the seventeen hundredth (1,700th) residential unit, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the seventeen hundredth (1,700th) residential unit, based on the preliminary cost estimate. At the time the work is bid, if the bid amount is less than the preliminary cost estimate, Master Developer shall be refunded proportionately. At the time the work is bid, if the bid amount is more than the preliminary cost estimate, Master Developer shall contribute up to a maximum of ten percent (10%) more than the cost estimate already paid to the City.

(c) Dedication of Additional Lane on Rampart Boulevard.

(i) Prior to the issuance of the 1st building permit for a residential unit in Development Areas 1, 2 or 3, Master Developer shall dedicate a maximum of 16 feet of a right-of-way for an auxiliary lane with right-of-way in accordance with Standard Drawing #201.1 on Rampart Boulevard along the Property's Rampart Boulevard frontage which extends from Alta Drive south to the Property's southern boundary on Rampart Boulevard. City shall pursue funding for construction of this additional lane as part of a larger traffic capacity public improvement project, however no guarantee can be made as to when and if such a project occurs.

(ii) On the aforementioned dedicated right-of-way, from the Property's first Rampart Boulevard entry north two hundred fifty (250) feet, Master Developer will construct a right hand turn lane into the Property in conjunction with Development Area 1's site improvements.

(d) Traffic Signal Improvements.

(i) Master Developer shall comply with Ordinance 5644 (Bill 2003-94), as amended from time to time by the City. The Master Developer shall construct or re-construct any traffic signal that is identified in the Master Traffic Study as the Master Developer's responsibility and shall provide appropriate easements and/or additional rights-of-way, as necessary.

(ii) The Master Traffic Study proposes the installation of a new traffic signal located on Rampart Boulevard at the first driveway located south of Alta Drive to Development Area 1. The Master Traffic Study indicates that this proposed signalized driveway on Rampart Boulevard operates at an acceptable level of service without a signal at this time. The installation of this proposed traffic signal is not approved by the City at this time. The City agrees to accept in the future an update to

the Master Traffic Study to re-evaluate the proposed traffic signal. Any such updated Master Traffic Study shall be submitted six (6) months after the issuance of the last building permit for Development Area 1 and/or at such earlier or subsequent times as mutually agreed to by the City and Master Developer. If construction of a traffic signal is approved at Rampart Boulevard at this first driveway to Development Area 1, the Master Developer shall, concurrently with such traffic signal, construct that portion of the additional lane dedicated pursuant to Section 5.03(c)(i) to the extent determined by the updated Master Traffic Study, unless such construction has already been performed as part of a public improvement project.

(e) Updates. The Director of Public Works may require an update to the Master Traffic Study as a condition of approval of the following land use applications: tentative map; site development plan review; or special use permit, but only if the applications propose land use, density, or entrances that substantially deviate from the approved Master Study or the development differs substantially in the opinion of the City Traffic Engineer from the assumptions of the approved Master Traffic Study. Additional public right-of-way may be required to accommodate any changes.

(f) Development Phasing. See Development Phasing plan attached hereto as Exhibit "D".

5.04. Flood Control.

(a) Prior to the issuance of any permits in portions of the Property which do not overlie the regional drainage facilities on the Property, Master Developer shall maintain the existing \$125,000 flood maintenance bond for the existing public drainage ways on the Property at \$125,000. Prior to the issuance of any permits in portions of the Property which overlie the regional drainage facilities on the Property, Master Developer shall increase this bond amount to \$250,000.

(b) Obligation to Construct Flood Control Facilities solely on Master Developer. Master Developer shall design and construct flood control facilities that are identified as Master Developer's responsibility in the Master Drainage Study or applicable Technical Drainage Studies. Except as provided for herein, Master Developer acknowledges and agrees that this obligation shall not be delegated to or transferred to any other party.

(c) Other Governmental Approvals. The Clark County Regional Flood Control and

any other state or federal agencies, as required, shall approve the Master Drainage Study prior to final approval from City.

(d) Updates. The Director of Public Works may require an update to the Master Drainage Study or Master Technical Study as a condition of approval of the following land use applications if deemed necessary: tentative map (residential or commercial); or site development plan review (multifamily or commercial); or parcel map if those applications are not in substantial conformance with the approved Master Land Use Plan or Master Drainage Study. The update must be approved prior to the approval of any construction drawings and the issuance of any final grading permits, excluding any grub and clear permits outside of FEMA designated flood areas and/or demolition permits. An update to the exhibit in the approved Master Drainage Study depicting proposed development phasing in accordance with the Development Agreement shall be submitted for approval by the Flood Control Section.

(e) Regional Flood Control Facility Construction by Master Developer. The Master Developer agrees to design and substantially complete the respective portions of the Clark County Regional Flood Control District facilities, as defined in the Master Drainage Study pursuant to an amendment to the Regional Flood Control District 2008 Master Plan Update, prior to the issuance of any permits for units located on those land areas that currently are within the flood zone, on which permits are requested. Notwithstanding the above, building permit issuance is governed by section 3.01(f).

(f) Construction Phasing. Master Developer shall submit a phasing and sequencing plan for all drainage improvements within the Community as a part of the Master Drainage Study. The phasing plan and schedule must clearly identify drainage facilities (interim or permanent) necessary prior to permitting any downstream units for construction. Notwithstanding the above, building permit issuance is governed by section 3.01(f).

SECTION SIX

DEFAULT

6.01. Opportunity to Cure; Default. In the event of any noncompliance with any provision of

this Agreement, the Party alleging such noncompliance shall deliver to the other by certified mail a ten (10) day notice of default and opportunity to cure. The time of notice shall be measured from the date of receipt of the certified mailing. The notice of noncompliance shall specify the nature of the alleged noncompliance and the manner in which it may be satisfactorily corrected, during which ten (10) day period the party alleged to be in noncompliance shall not be considered in default for the purposes of termination or institution of legal proceedings.

If the noncompliance cannot reasonably be cured within the ten (10) day cure period, the non-compliant Party may timely cure the noncompliance for purposes of this Section 6 if it commences the appropriate remedial action with the ten (10) day cure period and thereafter diligently prosecutes such action to completion within a period of time acceptable to the non-breaching Party. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period shall not be longer than ninety (90) days from the date the ten (10) day notice of noncompliance and opportunity to cure was mailed to the non-compliant Party.

If the noncompliance is corrected, then no default shall exist and the noticing Party shall take no further action. If the noncompliance is not corrected within the relevant cure period, the non-complaint Party is in default, and the Party alleging non-compliance may declare the breaching Party in default and elect any one or more of the following courses.

(a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged noncompliance, the Party alleging the default may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council.

(b) Amendment or Termination by City. Following consideration of the evidence presented before the City Council and a finding that a substantial default has occurred by Master Developer and remains uncorrected, City may amend or terminate this Agreement pursuant to NRS 278. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Master Developer, as determined under the Applicable Rules, existing or received as of the date of the termination. Master Developer shall have twenty-five (25) days after receipt of written notice of

termination to institute legal action pursuant to this Section to determine whether a default existed and whether City was entitled to terminate this Agreement.

(c) Termination by Master Developer. In the event City substantially defaults under this Agreement, Master Developer shall have the right to terminate this Agreement after the hearing set forth in this Section. Master Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations by pursuing an action pursuant to this Section 6.01(c).

6.02. Unavoidable Delay; Extension of Time. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, national disasters, terrorist attacks, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, third-party lawsuits, or acts of God. If written notice of any such delay is given to one Party or the other within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the party in receipt of the notice within thirty (30) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between City and Master Developer.

6.03. Limitation on Monetary Damages. City and the Master Developer agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, City and Master Developer (or its permitted assigns) may pursue any course of action at law or in equity available for breach of contract, except that neither Party shall be liable to the other or to any other person for any monetary damages based upon a breach of this Agreement.

6.04. Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada or the United States District Court, District of Nevada. The parties agree to mediate any and all disputes prior to filing of an action in the Eighth Judicial District Court unless seeking specific performance or injunctive relief.

6.05. Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any

default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

6.06. Applicable Laws; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

SECTION SEVEN

GENERAL PROVISIONS

7.01. Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the thirtieth (30) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that the Master Developer shall have the right to request extension of the Term of this Agreement for an additional five (5) years upon the following conditions:

(a) Master Developer provides written notice of such extension to City at least one hundred-eighty (180) days prior to the expiration of the original Term of this Agreement; and

(b) Master Developer is not then in default of this Agreement;

Upon such extension, Master Developer and City shall enter into an amendment to this Agreement memorializing the extension of the Term.

7.02. Assignment. The Parties acknowledge that the intent of this Agreement is that there is a Master Developer responsible for all of the obligations in this Agreement throughout the Term of this Agreement.

(a) At any time during the Term, Master Developer and its successors-in-interest shall have the right to sell, assign or transfer all of its rights, title and interests to this Agreement (a "Transfer") to any person or entity (a "Transferee"). Except in regard to Transfers to Pre-Approved Transferees (which does not require any consent by the City as provided in Section 5.02(b) below), prior to consummating any Transfer, Master Developer shall obtain from the City written consent to the Transfer as provided for in this Agreement, which consent shall not be unreasonably withheld, delayed or

conditioned. Master Developer's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City to consider and respond to Master Developer's request. Master Developer shall provide information to the City that Transferee, its employees, consultants and agents (collectively "Transferee Team") has: (i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Master Developer's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and the full execution of an Assignment and Assumption Agreement by City, Master Developer and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for all of the obligations in this Agreement and Master Developer shall be fully released from the obligations in this Agreement.

(b) Pre-Approved Transferees. Notwithstanding anything in this Agreement to the contrary, the following Transferees constitute "Pre-Approved Transferees," for which no City consent shall be required provided that such Pre-Approved Transferees shall assume in writing all obligations of the Master Developer hereunder by way of an Assignment and Assumption Agreement. The Assignment and Assumption Agreement shall be approved by the City Manager, whose approval shall not be unreasonably withheld, delayed or conditioned. The Assignment and Assumption Agreement shall be executed by the Master Developer and Pre-Approved Transferee and acknowledged by the City Manager. The Pre-Approved Transferee shall thenceforth be deemed to be the Master Developer and be responsible for all of the obligations in this Agreement and Master Developer shall be fully released from the obligations in this Agreement.

- 1) An entity owned or controlled by Master Developer or its Affiliates;
- 2) Any Investment Firm that does not plan to develop the Property. If Investment Firm desires to: (i) develop the Property, or (ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, the Investment Firm shall obtain from the City written consent to: (i) commence development, or (ii) Transfer the Property to a subsequent Transferee that

intends to develop the Property, which consent shall not be unreasonably withheld, delayed or conditioned. Investment Firm's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City Council to consider. Investment Firm shall provide information to the City that Investment Firm or Transferee and their employees, consultants and agents (collectively "Investment Firm Team" and "Transferee Team", respectively) that intends to develop the Property has: (i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Investment Firm's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and full execution of an Assignment and Assumption Agreement by City, Investment Firm and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for the all of the obligations in this Agreement.

(c) In Connection with Financing Transactions. Master Developer has full and sole discretion and authority to encumber the Property or portions thereof, or any improvements thereon, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement. Should such transaction require parcel mapping, City shall process such maps.

7.03. Sale or Other Transfer Not to Relieve the Master Developer of its Obligation. Except as expressly provided herein in this Agreement, no sale or other transfer of the Property or any subdivided development parcel shall relieve Master Developer of its obligations hereunder, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such purchaser shall be deemed to be the Master Developer hereunder. This Section shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

7.04. Indemnity; Hold Harmless. Except as expressly provided in this Agreement, the Master Developer shall hold City, its officers, agents, employees, and representatives harmless from liability for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect development operations or activities of Master Developer, or those of its contractors, subcontractors, agents, employees, or other persons acting on Master Developer's behalf. Master Developer agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused by reason of Master Developer's activities in connection with the development of the Community other than any challenges to the validity of this Agreement or City's approval of related entitlements or City's issuance of permits on the Property. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agent, employees, or representatives. This section shall survive any termination of this Agreement.

7.05. Binding Effect of Agreement. Subject to this Agreement, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective assigns and successors-in-interest and the property which is the subject of this Agreement.

7.06. Relationship of Parties. It is understood that the contractual relationship between City and Master Developer is such that Master Developer is not an agent of City for any purpose and City is not an agent of Master Developer for any capacity.

7.07. Counterparts. This Agreement may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect to any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery of a counterpart by facsimile or portable document format (pdf) through electronic mail transmission shall be as binding an execution and delivery of this Agreement by such Party as if the Party had delivered an actual physical original of this Agreement with an ink signature from such Party. Any Party delivering by facsimile or electronic mail transmission shall promptly thereafter deliver an executed counterpart original hereof to the other Party.

7.08. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing. Delivery may be accomplished in person, by certified mail (postage prepaid return receipt requested), or via electronic mail transmission. Mail notices shall be addressed as follows:

To City:	City of Las Vegas 495 South Main Street Las Vegas, Nevada 89101 Attention: City Manager Attention: Director of the Department of Planning
To Master Developer:	180 LAND CO LLC 1215 Fort Apache Road, Suite 120 Las Vegas, NV 89117
Copy to:	Chris Kaempfer Kaempfer Crowell 1980 Festival Plaza Drive, Suite 650 Las Vegas, Nevada 89135

Either Party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

7.09. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all of any part of the subject matter hereof.

7.10. Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of Master Developer or approved by the City Council, as the case may be.

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

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

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

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

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

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

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

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

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

SECTION EIGHT

REVIEW OF DEVELOPMENT

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

[Signatures on following pages]

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

CITY:

CITY COUNCIL, CITY OF LAS VEGAS

By:

Mayor

Approved as to Form:

City Attorney

Attest:

City Clerk

By:

LuAnn Holmes, City Clerk

45

PRJ-70542
06/06/17

DIR-70539 - REVISED

ROR021875

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MASTER DEVELOPER

180 LAND CO LLC,

a Nevada limited liability company

By: _____

Name: _____

Title: _____

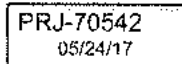
SUBSCRIBED AND SWORN TO before me

on this ____ day of _____,

2017.

Notary Public in and for said County and State

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DIR-70539

ROR021876

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**AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 21, 2017****DEPARTMENT: PLANNING****DIRECTOR: TOM PERRIGO**☐ Consent ☒ Discussion**SUBJECT:**

NOT TO BE HEARD BEFORE 3:00 P.M. - GPA-68385 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible action on a request for a General Plan Amendment FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO: L (LOW DENSITY RESIDENTIAL) on 166.99 acres at the southeast corner of Alta Drive and Hualapai Way (APN 138-31-702-002), Ward 2 (Beers) [PRJ-67184]. Staff has NO RECOMMENDATION. The Planning Commission failed to obtain a supermajority vote which is tantamount to DENIAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

47

City Council Meeting

74

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

14

City Council Meeting

10

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

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

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CITY COUNCIL MEETING OF: JUNE 21, 2017

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

Motion made by BOB COFFIN to Deny

Passed For: 5; Against: 2; Abstain: 0; Did Not Vote: 0; Excused: 0

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

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

Minutes:

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

Appearance List:

CAROLYN GOODMAN, Mayor

BRAD JERBIC, City Attorney

BOB COFFIN, Councilman

TODD BICE, Legal Counsel for the Queensridge Homeowners

STEPHANIE ALLEN, Legal Counsel for the Applicant

ROR022141

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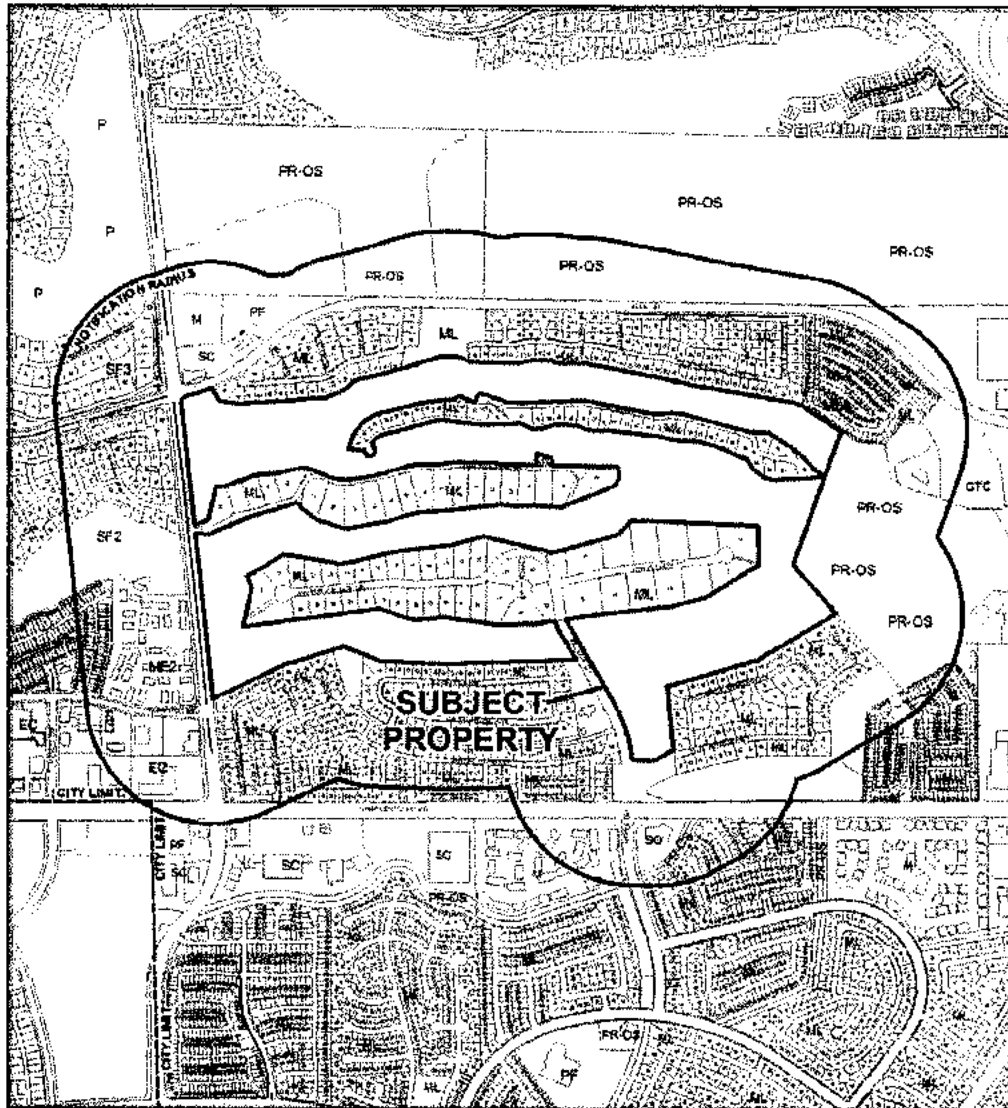
23568

CITY COUNCIL MEETING OF: JUNE 21, 2017

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

ROR022142

23592**23569**



CASE: GPA-68385 (PRJ-67184)

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PR-OS (PARKS/RECREATION/OPEN SPACE)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: L (LOW DENSITY RESIDENTIAL)

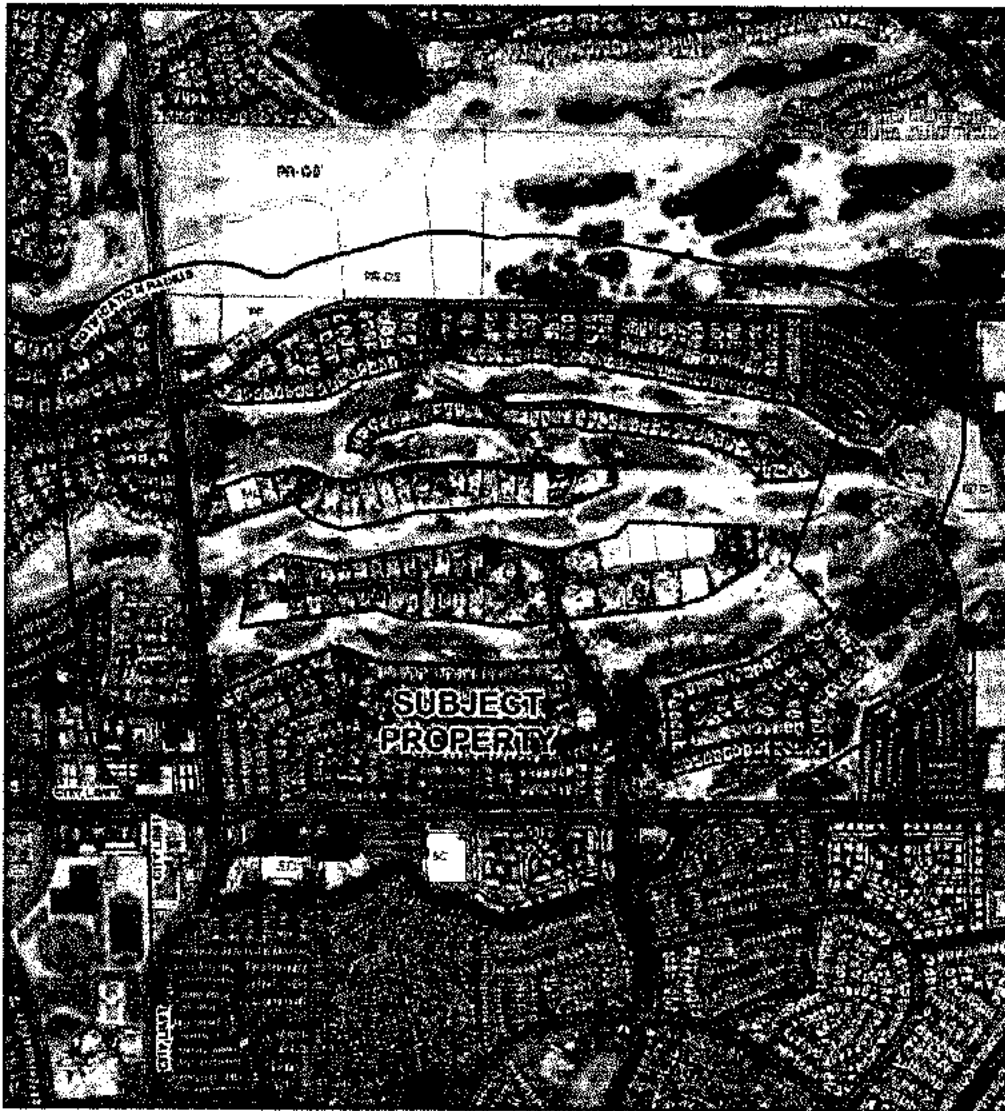
0 875 1,750
Feet



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CASE: GPA-68385 (PRJ-67184)

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PR-OS (PARKS/RECREATION/OPEN SPACE)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: L (LOW DENSITY RESIDENTIAL)

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Feet



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*City of Las Vegas***AGENDA MEMO - PLANNING**

CITY COUNCIL MEETING DATE: JUNE 21, 2017

DEPARTMENT: PLANNING

ITEM DESCRIPTION: - APPLICANT/OWNER: 180 LAND COMPANY, LLC

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

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

**** NOTIFICATION ******NEIGHBORHOOD ASSOCIATIONS NOTIFIED** 32**NOTICES MAILED**

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

APPROVALS

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

PROTESTS

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

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** CONDITIONS **

WVR-68480 CONDITIONS

Planning

1. Approval of a General Plan Amendment (GPA-68385) and approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-68481) and Tentative Map (TMP-68482) shall be required, if approved.
2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

SDR-68481 CONDITIONS

Planning

1. The single family residential subdivision shall be limited to no more than 61 residential lots.
2. The residential subdivision shall be gated.
3. A separate HOA from that of the Queensridge HOA shall be created.
4. Sidewalks shall be installed on one side of each street within the residential subdivision.
5. Landscaping within the community shall meet or exceed City standards. Palm trees are a permitted plant material within common lots and buildable lots.
6. Development within the community shall be limited to single-family residential homes only.
7. Building heights shall not exceed 46 feet.

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8. A minimum home size of 3,000 square feet on lots less than or equal to 20,000 square feet in size shall be required.
9. A minimum home size of 3,500 square feet on lots over 20,000 square feet in size shall be required.
10. Perimeter and interior walls shall be composed of decorative block wall, wrought iron fencing or a combination of both. Perimeter decorative block walls are to comply with Title 19 requirements.
11. No construction shall occur during the hours of 8:00 pm and 6:00 am.
12. The subdivision's associated CC&Rs are to include design guidelines generally compatible with the Queensridge design guidelines.
13. Approval of a General Plan Amendment (GPA-68385) and approval of and conformance to the Conditions of Approval for a Waiver (WVR-68480) and Tentative Map (TMP-68482) shall be required, if approved.
14. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.
15. All development shall be in conformance with the site plan, date stamped 01/25/17 and landscape plan, date stamped 01/26/17, except as amended by conditions herein.
16. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.
17. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

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

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

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

*Includes Lots 1, 2 and 24.

**Accessory structures may have a trellis or canopy attached to the principal dwelling.

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

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20. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.
21. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
22. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

23. Correct all Americans with Disabilities Act (ADA) deficiencies on the public sidewalks adjacent to this site in accordance with code requirements of Title 13.56.040, if any, to the satisfaction of the City Engineer concurrent with development of this site.
24. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed subdivision. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services. Curbing on one side of the 32-foot private streets shall be constructed of red concrete and shall be in accordance with the adopted Fire Code (Ordinance #6325). The required curb coloring, painting, and signage shall be privately maintained in perpetuity by the Homeowner's Association.
25. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.
26. Coordinate with the Sewer Planning Section of the Department of Public Works to determine the appropriate location and depth of public sewer lines servicing this site prior to approval of construction drawings for this site. Provide appropriate Public Sewer Easements for all public sewers not located within existing public street right-of-way. Construct paved vehicular access to all new Public Sewer Manholes proposed east of this site concurrent with on-site development activities. No structures, and no trees or vegetation taller than three feet shall be allowed within any Public Sewer Easements.

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

TMP-68482 CONDITIONS

Planning

1. Approval of the Tentative Map shall be for no more than four (4) years. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map within four (4) years of the approval of the Tentative Map, this action is void.
2. Approval of a General Plan Amendment (GPA-68385) and approval of and conformance to the Conditions of Approval for Waiver (WVR-68480) and Site Development Plan Review (SDR-68481) shall be required, if approved.
3. Street names must be provided in accordance with the City's Street Naming Regulations.
4. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
5. In conjunction with creation, declaration and recordation of the subject common-interest community, and prior to recordation of the Covenants, Codes and Restrictions ("CC&R"), or conveyance of any unit within the community, the Developer is required to record a Declaration of Private Maintenance Requirements ("DPMR") as a covenant on all associated properties, and on behalf of all current and future property owners. The DPMR is to include a listing of all privately owned and/or maintained infrastructure improvements, along with assignment of maintenance responsibility for each to the common interest community or the respective individual property owners, and is to provide a brief

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

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

Public Works

7. Grant all required public easements (sewer, drainage, fire, etc.) that are outside the boundaries of this site prior to or concurrent with the recordation of a Final Map for this site.
8. Correct all Americans with Disabilities Act (ADA) deficiencies on the public sidewalks adjacent to this site in accordance with code requirements of Title 13.56.040, if any, to the satisfaction of the City Engineer concurrent with development of this site.
9. Private streets must be granted and labeled on the Final Map for this site as Public Utility Easements (P.U.E.), Public Sewer Easements, and Public Drainage Easements to be privately maintained by the Homeowner's Association.
10. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed subdivision. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services. Curbing on one side of the 32-foot private streets shall be constructed of red concrete and shall be in accordance with the adopted Fire Code (Ordinance #6325). The required curb coloring, painting, and signage shall be privately maintained in perpetuity by the Homeowner's Association.
11. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

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12. Coordinate with the Sewer Planning Section of the Department of Public Works to determine the appropriate location and depth of public sewer lines servicing this site prior to approval of construction drawings for this site. Provide appropriate Public Sewer Easements for all public sewers not located within existing public street right-of-way. Construct paved vehicular access to all new Public Sewer Manholes proposed east of this site concurrent with on-site development activities. No structures, and no trees or vegetation taller than three feet, shall be allowed within any Public Sewer Easements.
13. A working sanitary sewer connection shall be in place prior to final inspection of any units within this development. Full permanent improvements on all major access streets, including all required landscaped areas between the perimeter wall and adjacent public street, shall be constructed and accepted by the City prior to issuance of any building permits beyond 50% of all units within this development. All off-site improvements adjacent to this site, including all required landscaped areas between the perimeter walls and adjacent public streets, shall be constructed and accepted prior to issuance of building permits beyond 75%. The above thresholds notwithstanding, all required improvements shall be constructed in accordance with the Title 19.
14. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.
15. The approval of all Public Works related improvements shown on this Tentative Map is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to approval of the construction plans by the City. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the recordation of a Final Map or the approval of subdivision-related construction plans, whichever may occur first. Approval of this Tentative Map does not constitute approval of any deviations. If such approval cannot be obtained, a revised Tentative Map must be submitted showing elimination of such deviations. We note that curved sewers are not allowed and do not comply with City Standards.

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**** STAFF REPORT ****

PROJECT DESCRIPTION

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

ISSUES

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

ANALYSIS

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

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

Title 19.16.110 states that "except as otherwise authorized by this Title, approval of all Maps, Vacations, Rezoning, Site Development Plan Reviews, Special Use Permits, Variances, Waivers, Exceptions, Deviations and Development Agreements shall be consistent with the spirit and intent of the General Plan." Within the area known as the Peccole Ranch Master Plan, the 1992 General Plan for the City of Las Vegas designated the proposed golf course area P (Parks/Recreation/Open Space) and the various residential areas around the proposed golf course as ML (Medium Low Density Residential). As other uses within the Peccole Ranch Master Plan were proposed that deviated from the established General Plan or zoning, a General Plan Amendment or Rezoning was required for consistency with the General Plan. As the proposed land area is no longer intended for a golf course or open space, but instead for residential development, an amendment to the General Plan is necessary and appropriate.

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

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

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

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

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

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

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

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

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

FINDINGS (GPA-68385)

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

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

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

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

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

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

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

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

FINDINGS (WVR-68480)

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

FINDINGS (SDR-68481)

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

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

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

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

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

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

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

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

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

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

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

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

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

FINDINGS (TMP-68482)

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

BACKGROUND INFORMATION

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

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

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

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

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Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/16/16	<p>At the applicant's request, the City Council voted to Withdraw Without Prejudice requests for a Major Modification (MOD-63600) of the 1990 Peccole Ranch Master Plan; a Development Agreement (DIR-63602) between 180 Land Co., LLC, et al. and the City of Las Vegas; a General Plan Amendment (GPA-63599) from PR-OS (Parks/Recreation/Open Space) to DR (Desert Rural Density Residential) and H (High Density Residential); and a Rezoning (ZON-62392) from R-PD7 (Residential Planned Development – 7 Units per Acre) to R-E (Residence Estates) and R-4 (High Density Residential) on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard. The Planning Commission recommended denial; staff recommended approval.</p> <p>The Planning Commission voted to hold in abeyance to the January 18, 2017 City Council meeting a General Plan Amendment (GPA-62387) from PR-OS (Parks/Recreation/Open Space) to H (High Density Residential), a Rezoning (ZON-62392) from R-PD7 (Residential Planned Development – 7 Units per Acre) to R-4 (High Density Residential) and a Site Development Plan Review (SDR-62393) for a proposed 720-unit multi-family residential development on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard. The Planning Commission and staff recommended approval.</p>
01/10/17	The Planning Commission voted to hold in abeyance to the February 14, 2017 Planning Commission meeting GPA-68385 [PRJ-67184].
01/18/17	The City Council voted to hold in abeyance to the February 15, 2017 City Council meeting GPA-62387, ZON-62392 and SDR-62393 at the applicant's request.
01/24/17	A four-lot Parcel Map (PMP-64285) on 166.99 acres at the southeast corner of Alta Drive and Hualapai Way was recorded [File 121 Page 100 of Parcel Maps].
02/14/17	<p>The Planning Commission voted to recommend APPROVAL on the following requests:</p> <ul style="list-style-type: none"> • Waiver (WVR-68480) TO ALLOW 32-FOOT PRIVATE STREETS WITH A SIDEWALK ON ONE SIDE WHERE 47-FOOT PRIVATE STREETS WITH SIDEWALKS ON BOTH SIDES ARE REQUIRED WITHIN A PROPOSED GATED RESIDENTIAL DEVELOPMENT • Site Development Plan Review (SDR-68481) FOR A PROPOSED 61-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT • Tentative Map (TMP-68482) FOR A 61-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 34.07 acres at the southeast corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page 100 of Parcel Maps on file at the Clark County Recorder's Office; formerly a portion of APN 138-31-702-002), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Beers) [PRJ-67184]

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GPA-68385, WVR-68480, SDR-68481 and TMP-68482 [PRJ-67184]
Staff Report Page Twelve
June 21, 2017 - City Council Meeting

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/14/17	The Planning Commission vote resulted in a TIE which is tantamount to DENIAL on a request for a General Plan Amendment (GPA-68385) which is a FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO: L (LOW DENSITY RESIDENTIAL) on 166.99 acres at the southeast corner of Alta Drive and Hualapai Way (APN 138-31-702-002), Ward 2 (Beers) [PRJ-67184].
03/15/17	<p>The City Council voted to hold the following four related items in abeyance to the April 19, 2017 City Council meeting.</p> <ul style="list-style-type: none"> • General Plan Amendment (GPA-68385) which is a FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO: L (LOW DENSITY RESIDENTIAL) • Waiver (WVR-68480) TO ALLOW 32-FOOT PRIVATE STREETS WITH A SIDEWALK ON ONE SIDE WHERE 47-FOOT PRIVATE STREETS WITH SIDEWALKS ON BOTH SIDES ARE REQUIRED WITHIN A PROPOSED GATED RESIDENTIAL DEVELOPMENT • Site Development Plan Review (SDR-68481) FOR A PROPOSED 61-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT • Tentative Map (TMP-68482) FOR A 61-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 34.07 acres at the southeast corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page 100 of Parcel Maps on file at the Clark County Recorder's Office; formerly a portion of APN 138-31-702-002), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Beers) [PRJ-67184]
04/19/17	<p>The City Council voted to hold the following four related items in abeyance to the May 17, 2017 City Council meeting.</p> <ul style="list-style-type: none"> • General Plan Amendment (GPA-68385) which is a FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO: L (LOW DENSITY RESIDENTIAL) • Waiver (WVR-68480) TO ALLOW 32-FOOT PRIVATE STREETS WITH A SIDEWALK ON ONE SIDE WHERE 47-FOOT PRIVATE STREETS WITH SIDEWALKS ON BOTH SIDES ARE REQUIRED WITHIN A PROPOSED GATED RESIDENTIAL DEVELOPMENT • Site Development Plan Review (SDR-68481) FOR A PROPOSED 61-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT • Tentative Map (TMP-68482) FOR A 61-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 34.07 acres at the southeast corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page 100 of Parcel Maps on file at the Clark County Recorder's Office; formerly a portion of APN 138-31-702-002), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Beers) [PRJ-67184]

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Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/17/17	<p>The City Council voted to hold the following four related items in abeyance to the June 21, 2017 City Council meeting.</p> <ul style="list-style-type: none"> • General Plan Amendment (GPA-68385) which is a FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO: L (LOW DENSITY RESIDENTIAL) • Waiver (WVR-68480) TO ALLOW 32-FOOT PRIVATE STREETS WITH A SIDEWALK ON ONE SIDE WHERE 47-FOOT PRIVATE STREETS WITH SIDEWALKS ON BOTH SIDES ARE REQUIRED WITHIN A PROPOSED GATED RESIDENTIAL DEVELOPMENT • Site Development Plan Review (SDR-68481) FOR A PROPOSED 61-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT • Tentative Map (TMP-68482) FOR A 61-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 34.07 acres at the southeast corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page 100 of Parcel Maps on file at the Clark County Recorder's Office; formerly a portion of APN 138-31-702-002), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Beers) [PRJ-67184]

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

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

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

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

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

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

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

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

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

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

DEVELOPMENT STANDARDS

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

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

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

*Includes Lots 1, 2 and 24.

**Accessory structures may have a trellis or canopy attached to the principal dwelling.

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

Pursuant to Title 19.06.040, the following standards apply:

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

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Pursuant to Title 19.06.040, the following standards apply:

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

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

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

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

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

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

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

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

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DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-68385** APN: 138-31-702-002

Name of Property Owner: 180 Land Co. LLC

Name of Applicant: 180 Land Co. LLC

Name of Representative: Yohan Lowie

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

☐ Yes

☒ No

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

City Official: _____

Partner(s): _____

APN: _____

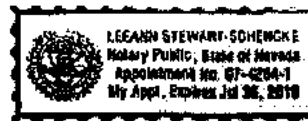
Signature of Property Owner: _____

Print Name: Yohan Lowie

Subscribed and sworn before me

This 28 day of December 2016

LeeAnn Stewart-Schewcke
Notary Public in and for said County and State



Revised 03/2016

PRJ-67184
12/28/16

ROR022172

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: GPA
 Project Address (Location): Aka Drive and Hualapai Way
 Project Name: Parcel 1 @ the 180 Proposed Use: R-PD7
 Assessor's Parcel #(s): 138-31-702-002 Ward #: 2
 General Plan: existing PROS proposed 1 Zoning: existing R-PD7 proposed 1
 Commercial Square Footage: _____ Floor Area Ratio: _____
 Gross Acres: 166.99 Lots/Units: 1 Density: 1.78
 Additional Information: _____

PROPERTY OWNER: 180 Land Co. LLC Contact: Yohan Lowie
 Address: 1215 South Fort Apache Road #120 Phone: (702) 840-4831 Fax: (702) 840-6131
 City: Las Vegas State: NV Zip: 89117
 E-mail Address: yohan@ehbcompanies.com

APPLICANT: 180 Land Co. LLC Contact: Yohan Lowie
 Address: 1215 South Fort Apache Road #120 Phone: (702) 840-4831 Fax: (702) 840-6131
 City: Las Vegas State: NV Zip: 89117
 E-mail Address: yohan@ehbcompanies.com

REPRESENTATIVE: GCW, Inc. Contact: Cindie Gee
 Address: 1555 South Rainbow Blvd Phone: (702) 894-2107 Fax: (702) 894-2299
 City: Las Vegas State: NV Zip: 89146
 E-mail Address: cgee@gcwengineering.com

I hereby declare the application 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 or omissions in the information provided, and that any inaccuracies or omissions in the information may result in the application being rejected. I further certify that I am the owner or authorized agent of the property located in this jurisdiction, or the owner or authorized agent of the owner to submit this application, as indicated by the owner's signature below.

Property Owner Signature* [Signature]
 Printed Name: Yohan Lowie

Subscribed and sworn before me
 This 28th day of December, 2016.
Leanna Stewart-Schroeder

Notary Public in and for said County and State

Revised 02/24/15



FOR DEPARTMENT USE ONLY

Case #: **GPA-68385**
 Meeting Date: _____
 Total Fee: _____
 Date Received: * _____
 Received By: _____

*The application will not be processed unless the required amount has been received by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-67184
 12/29/16

ROR022173

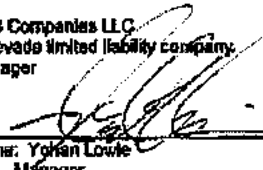
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180 Land Co LLC
1215 S. Fort Apache Rd., Suite #120
Las Vegas, NV 89117

180 Land Co. LLC
Nevada limited liability company

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

By: 
Name: Yohan Louie
Its: Manager
Date: 2/28/16

PRJ-67184
12/28/16

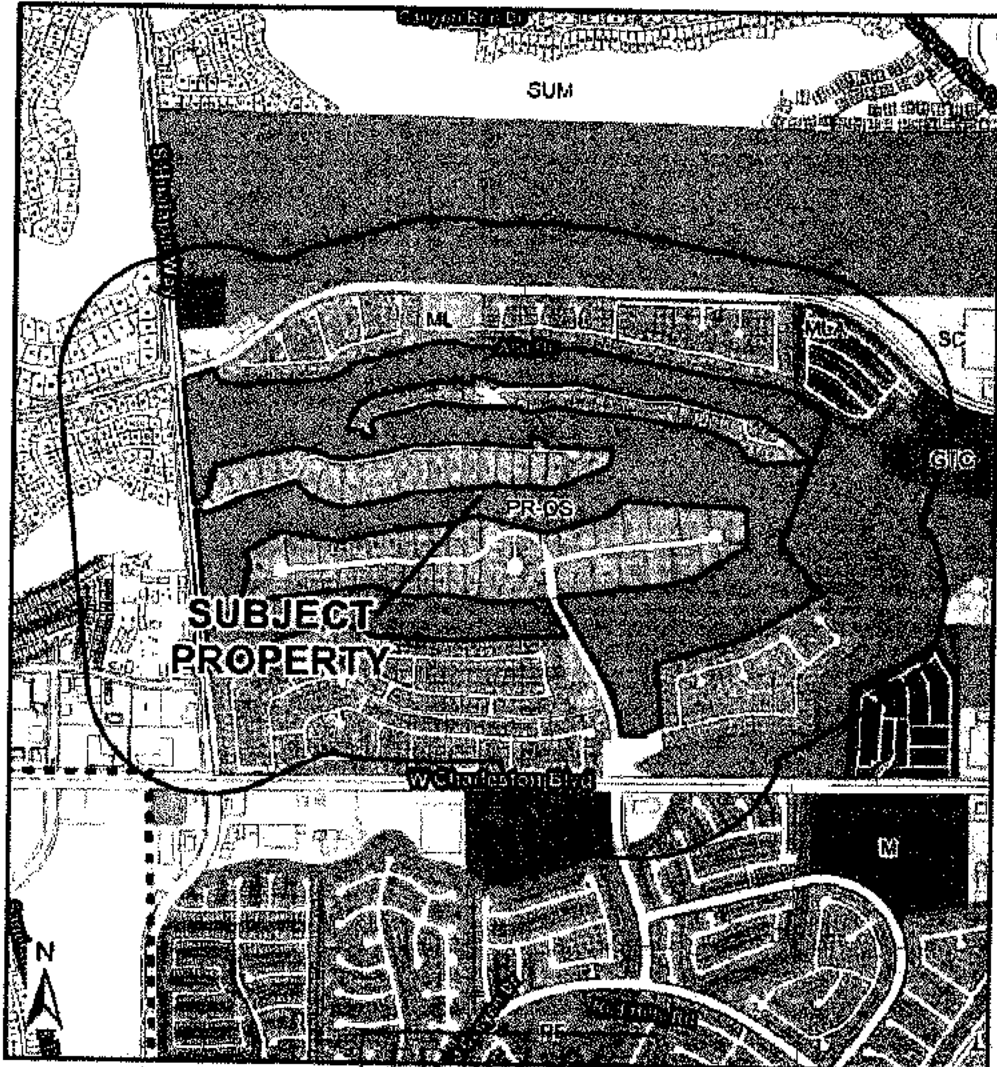
GPA-68385

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A line graph showing the sum of the first n natural numbers. The x-axis is labeled n and ranges from 0 to 10. The y-axis is labeled SUM and ranges from 0 to 55. The data points are (0,0), (1,1), (2,3), (3,6), (4,10), (5,15), (6,21), (7,28), (8,36), (9,45), and (10,55). The points are connected by a line, and the area under the line is shaded with a cross-hatch pattern.



12/29/16

FROM PR-OS TO L

General Plan Amendment

226. 100% 2000	227. 100% 2000	228. 100% 2000	229. 100% 2000
230. 100% 2000	231. 100% 2000	232. 100% 2000	233. 100% 2000
234. 100% 2000	235. 100% 2000	236. 100% 2000	237. 100% 2000
238. 100% 2000	239. 100% 2000	240. 100% 2000	241. 100% 2000
242. 100% 2000	243. 100% 2000	244. 100% 2000	245. 100% 2000
246. 100% 2000	247. 100% 2000	248. 100% 2000	249. 100% 2000
250. 100% 2000	251. 100% 2000	252. 100% 2000	253. 100% 2000
254. 100% 2000	255. 100% 2000	256. 100% 2000	257. 100% 2000
258. 100% 2000	259. 100% 2000	260. 100% 2000	261. 100% 2000
262. 100% 2000	263. 100% 2000	264. 100% 2000	265. 100% 2000
266. 100% 2000	267. 100% 2000	268. 100% 2000	269. 100% 2000
270. 100% 2000	271. 100% 2000	272. 100% 2000	273. 100% 2000
274. 100% 2000	275. 100% 2000	276. 100% 2000	277. 100% 2000
278. 100% 2000	279. 100% 2000	280. 100% 2000	281. 100% 2000
282. 100% 2000	283. 100% 2000	284. 100% 2000	285. 100% 2000
286. 100% 2000	287. 100% 2000	288. 100% 2000	289. 100% 2000
290. 100% 2000	291. 100% 2000	292. 100% 2000	293. 100% 2000
294. 100% 2000	295. 100% 2000	296. 100% 2000	297. 100% 2000
298. 100% 2000	299. 100% 2000	300. 100% 2000	301. 100% 2000
302. 100% 2000	303. 100% 2000	304. 100% 2000	305. 100% 2000
306. 100% 2000	307. 100% 2000	308. 100% 2000	309. 100% 2000
310. 100% 2000	311. 100% 2000	312. 100% 2000	313. 100% 2000
314. 100% 2000	315. 100% 2000	316. 100% 2000	317. 100% 2000
318. 100% 2000	319. 100% 2000	320. 100% 2000	321. 100% 2000
322. 100% 2000	323. 100% 2000	324. 100% 2000	325. 100% 2000
326. 100% 2000	327. 100% 2000	328. 100% 2000	329. 100% 2000
330. 100% 2000	331. 100% 2000	332. 100% 2000	333. 100% 2000
334. 100% 2000	335. 100% 2000	336. 100% 2000	337. 100% 2000
338. 100% 2000	339. 100% 2000	340. 100% 2000	341. 100% 2000
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398. 100% 2000	399. 100% 2000	400. 100% 2000	401. 100% 2000
402. 100% 2000	403. 100% 2000	404. 100% 2000	405. 100% 2000
406. 100% 2000	407. 100% 2000	408. 100% 2000	409. 100% 2000
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 1300[®] Pacifier

SECRET **U.S. AIR FORCE**

Mr. Lamm

Noi 245

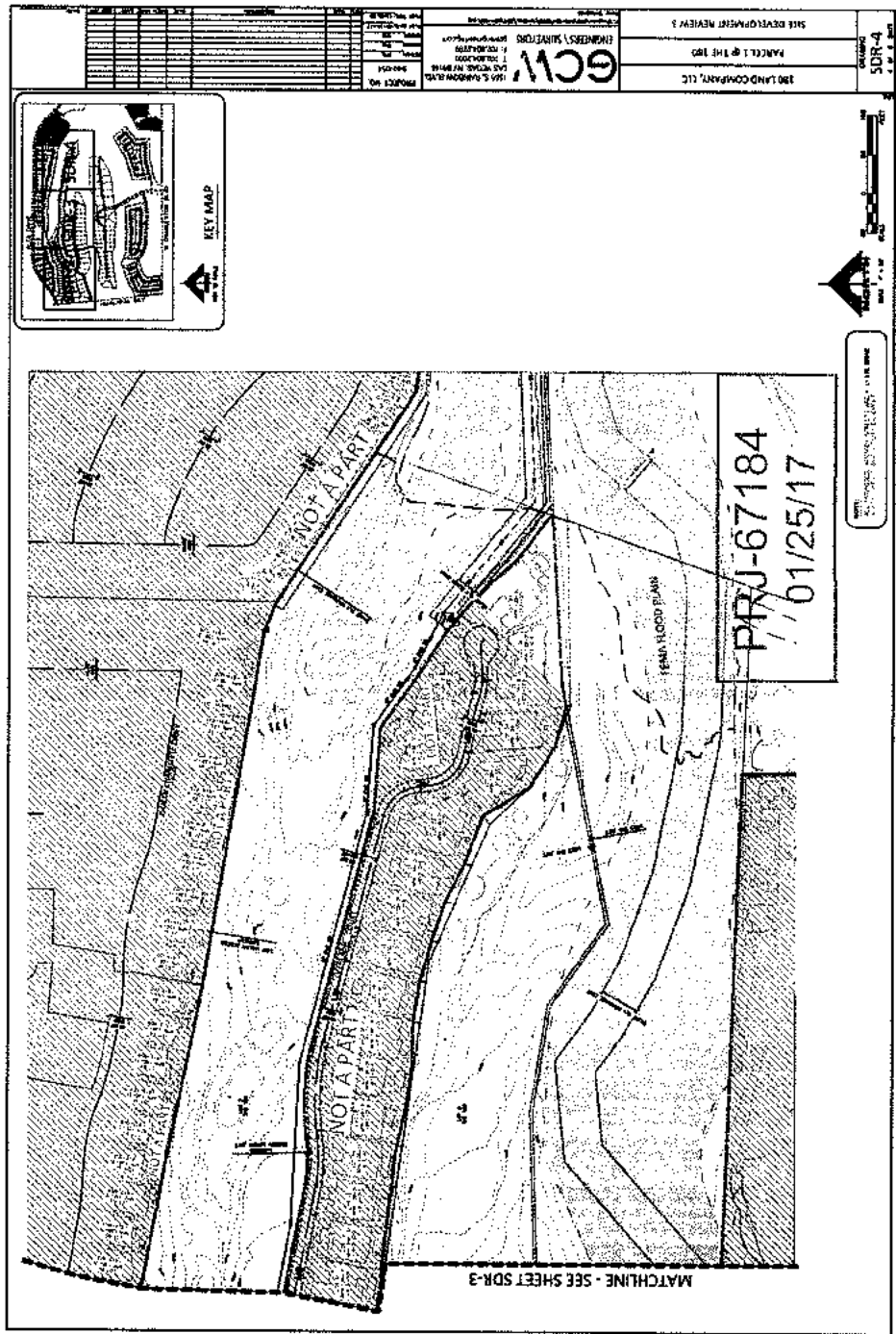
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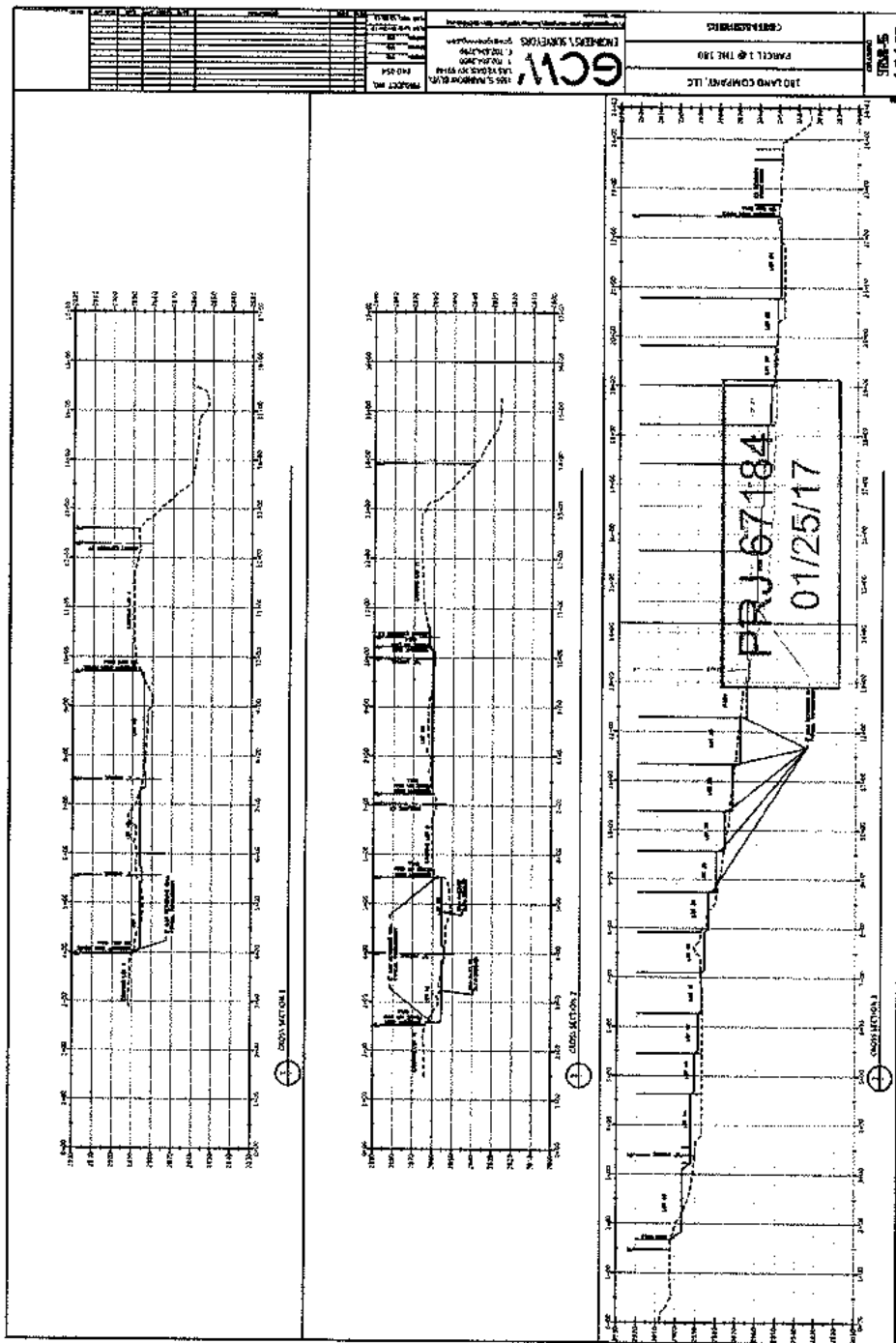


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TENTATIVE MAP FOR PARCEL 1 @ THE 180 A PORTION OF APN 138-31-701-002

DEVELOPMENT STANDARDS

STANDARD	REQUIREMENT	COMPLIANCE
1. LOT AREA	Minimum 10,000 sq. ft.	12,000 sq. ft.
2. LOT WIDTH	Minimum 40 ft.	45 ft.
3. LOT DEPTH	Minimum 120 ft.	130 ft.
4. LOT COVERAGE	Maximum 25%	20%
5. LOT SETBACK	Minimum 10 ft.	15 ft.
6. LOT FRONT SETBACK	Minimum 15 ft.	20 ft.
7. LOT SIDE SETBACK	Minimum 10 ft.	15 ft.
8. LOT REAR SETBACK	Minimum 10 ft.	15 ft.
9. LOT FRONT YARD SETBACK	Minimum 10 ft.	15 ft.
10. LOT SIDE YARD SETBACK	Minimum 10 ft.	15 ft.
11. LOT REAR YARD SETBACK	Minimum 10 ft.	15 ft.
12. LOT FRONT YARD SETBACK	Minimum 10 ft.	15 ft.
13. LOT SIDE YARD SETBACK	Minimum 10 ft.	15 ft.
14. LOT REAR YARD SETBACK	Minimum 10 ft.	15 ft.
15. LOT FRONT YARD SETBACK	Minimum 10 ft.	15 ft.
16. LOT SIDE YARD SETBACK	Minimum 10 ft.	15 ft.
17. LOT REAR YARD SETBACK	Minimum 10 ft.	15 ft.
18. LOT FRONT YARD SETBACK	Minimum 10 ft.	15 ft.
19. LOT SIDE YARD SETBACK	Minimum 10 ft.	15 ft.
20. LOT REAR YARD SETBACK	Minimum 10 ft.	15 ft.

LOCATION MAP

GENERAL NOTES

1. The map shows the location of the site within the surrounding area.
2. The map shows the location of the site within the surrounding area.
3. The map shows the location of the site within the surrounding area.
4. The map shows the location of the site within the surrounding area.
5. The map shows the location of the site within the surrounding area.
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16. The map shows the location of the site within the surrounding area.
17. The map shows the location of the site within the surrounding area.
18. The map shows the location of the site within the surrounding area.
19. The map shows the location of the site within the surrounding area.
20. The map shows the location of the site within the surrounding area.

PROPOSED DEVELOPMENT

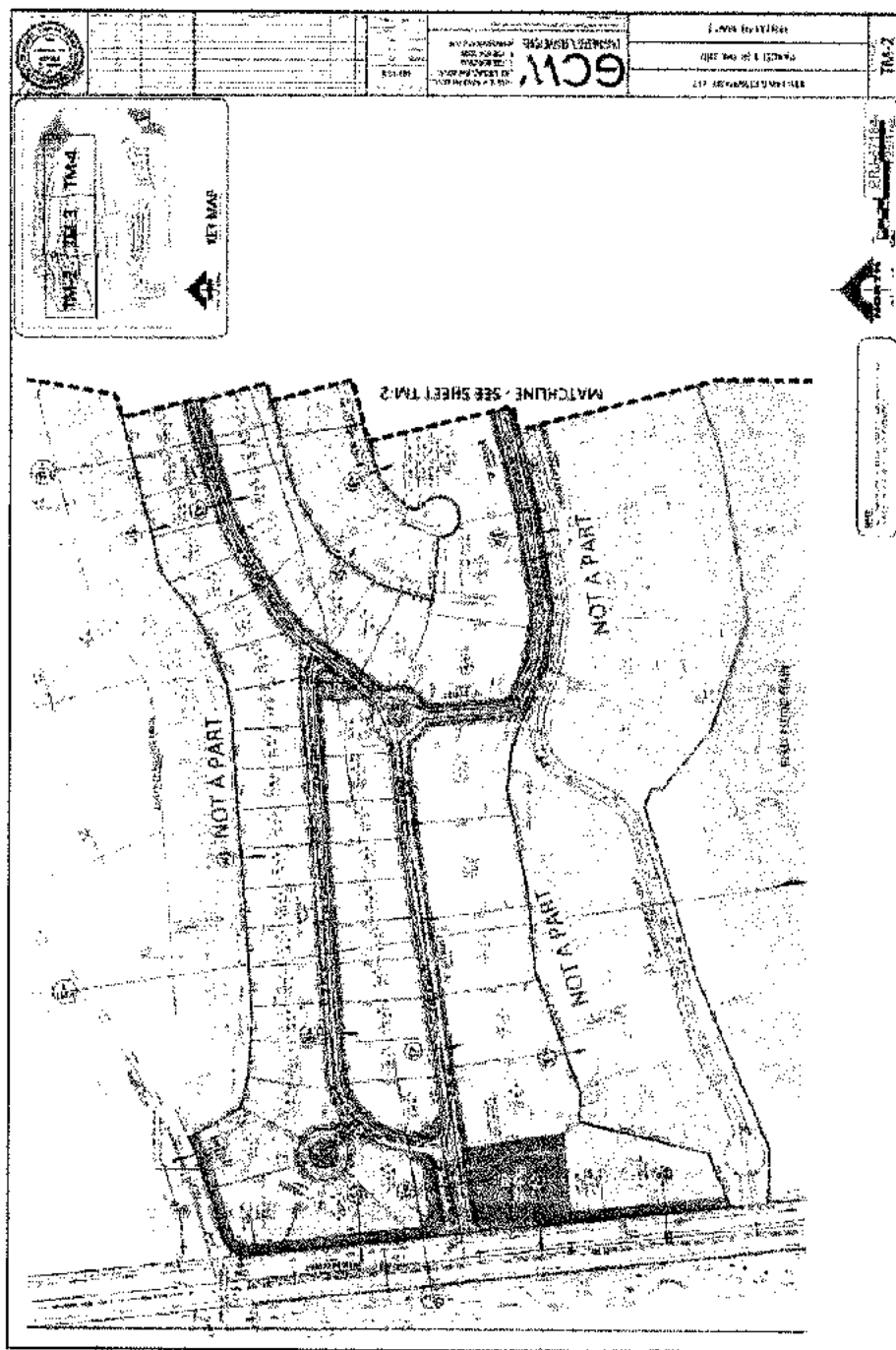
PROPOSED DEVELOPMENT	REQUIREMENT	COMPLIANCE
1. LOT AREA	Minimum 10,000 sq. ft.	12,000 sq. ft.
2. LOT WIDTH	Minimum 40 ft.	45 ft.
3. LOT DEPTH	Minimum 120 ft.	130 ft.
4. LOT COVERAGE	Maximum 25%	20%
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14. LOT REAR YARD SETBACK	Minimum 10 ft.	15 ft.
15. LOT FRONT YARD SETBACK	Minimum 10 ft.	15 ft.
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17. LOT REAR YARD SETBACK	Minimum 10 ft.	15 ft.
18. LOT FRONT YARD SETBACK	Minimum 10 ft.	15 ft.
19. LOT SIDE YARD SETBACK	Minimum 10 ft.	15 ft.
20. LOT REAR YARD SETBACK	Minimum 10 ft.	15 ft.

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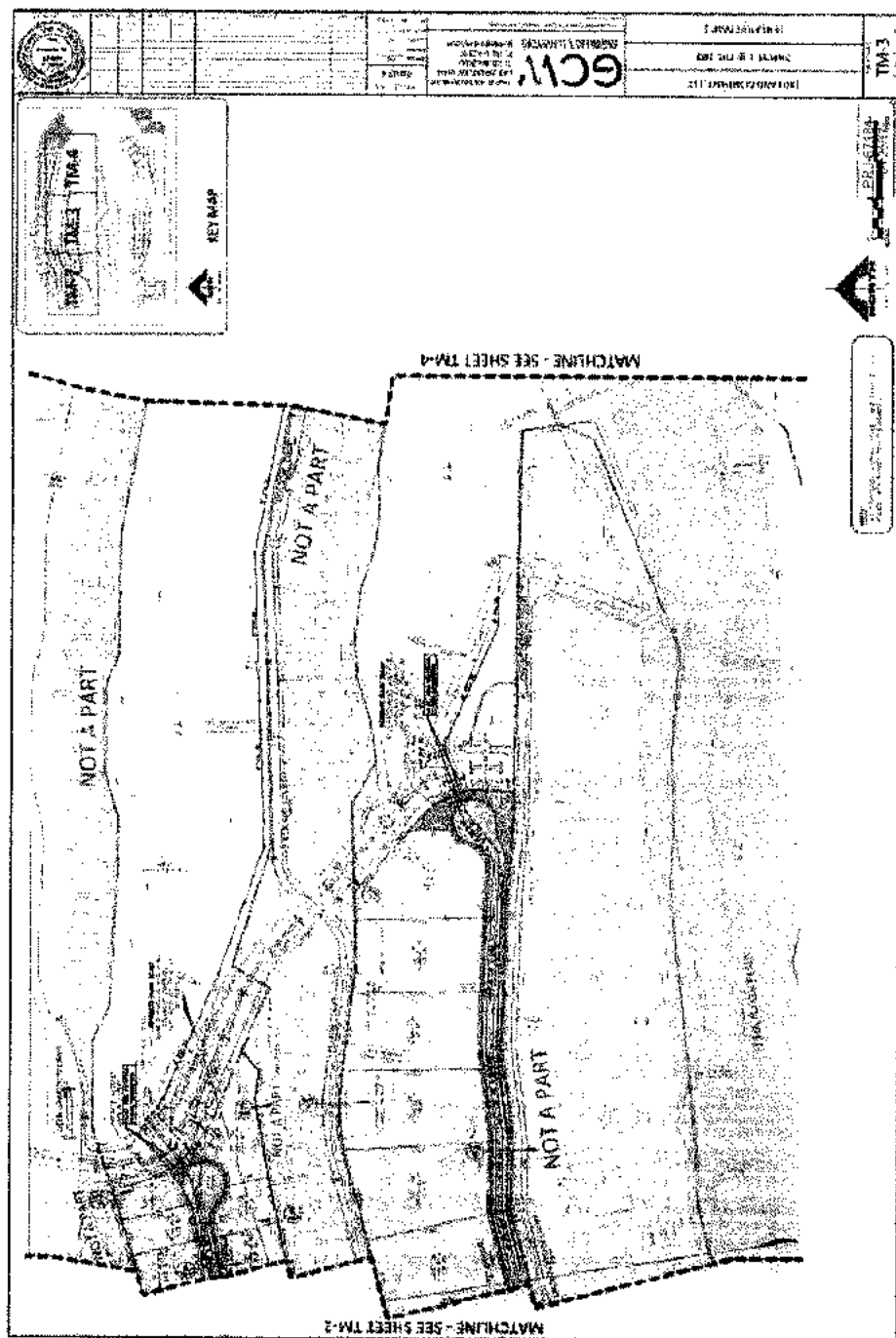


GPA-68385, WVR-68480, SDR-68481 and TMP-68482 - REVISED

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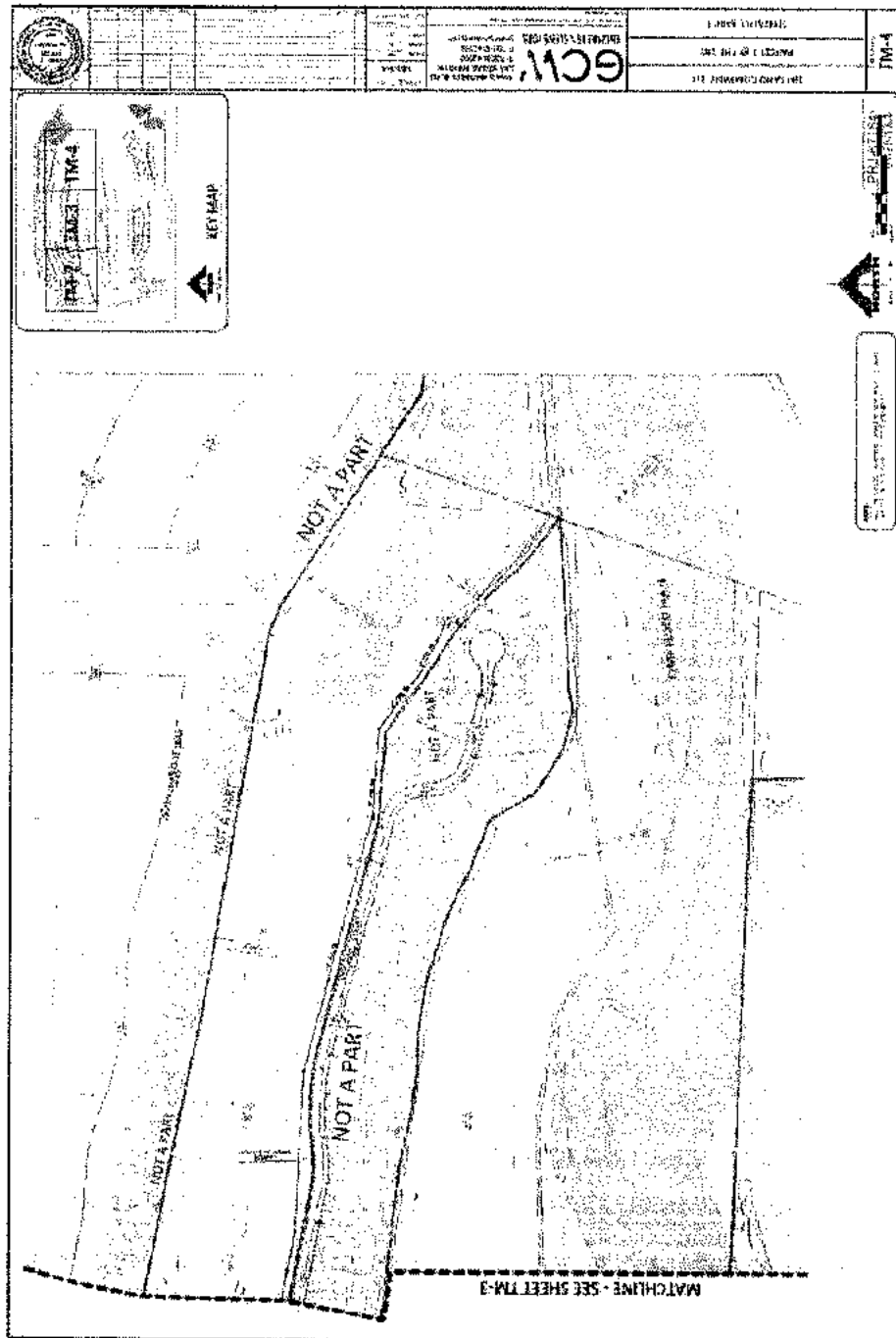
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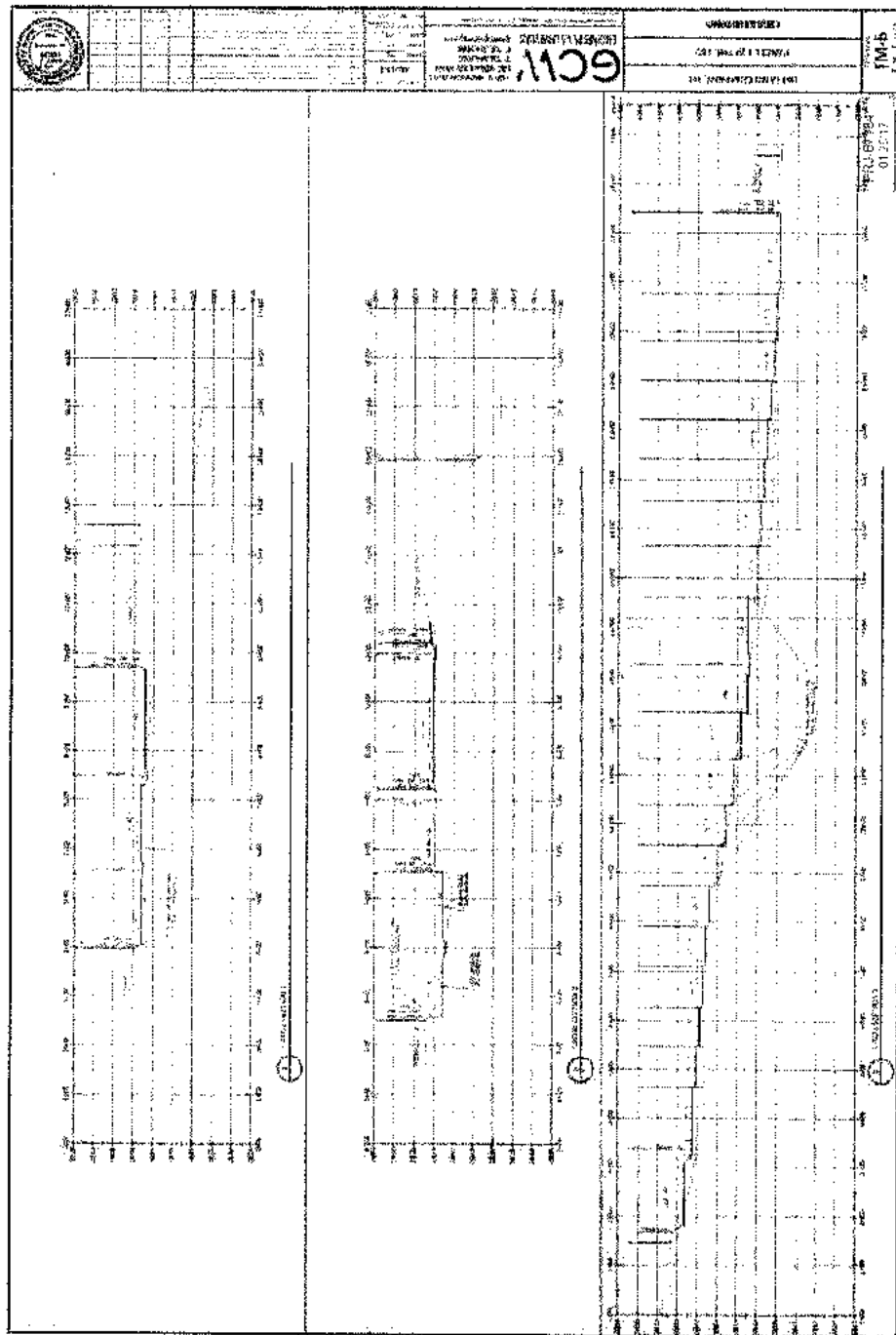


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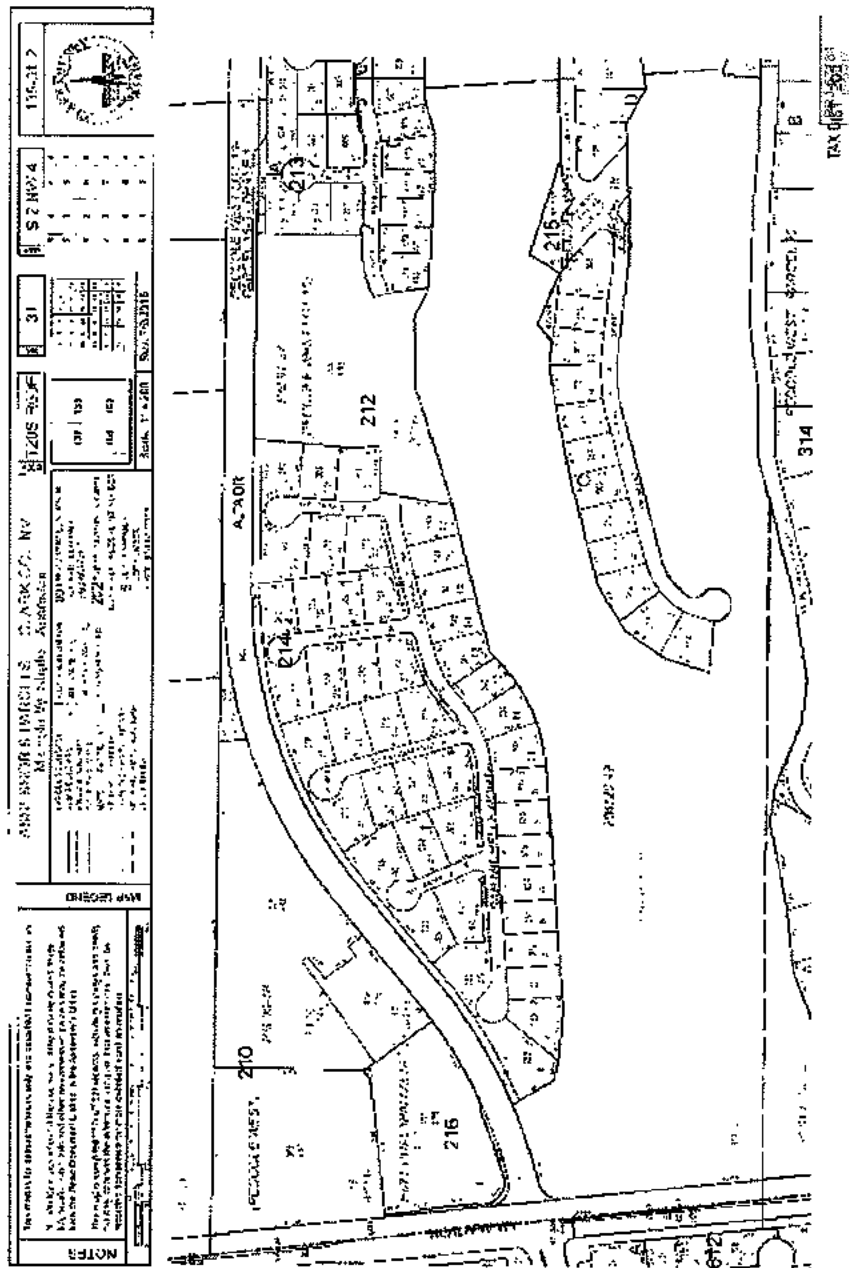


GPA-68385, WVR-68480, SDR-68481 and TMP-68482 - REVISED

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GPA-68385, WVR-68480, SDR-68481 and TMP-68482