

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 02:08 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

No. 84640

**JOINT APPENDIX,
VOLUME NO. 61**

LAW OFFICES OF KERMITT L. WATERS

Kermitt L. Waters, Esq.

Nevada Bar No. 2571

kermitt@kermittwaters.com

James J. Leavitt, Esq.

Nevada Bar No. 6032

jim@kermittwaters.com

Michael A. Schneider, Esq.

Nevada Bar No. 8887

michael@kermittwaters.com

Autumn L. Waters, Esq.

Nevada Bar No. 8917

autumn@kermittwaters.com

704 South Ninth Street

Las Vegas, Nevada 89101

Telephone: (702) 733-8877

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

LAS VEGAS CITY ATTORNEY'S OFFICE

Bryan K. Scott, Esq.

Nevada Bar No. 4381

bscott@lasvegasnevada.gov

Philip R. Byrnes, Esq.

pbyrnes@lasvegasnevada.gov

Nevada Bar No. 166

Rebecca Wolfson, Esq.

rwolfson@lasvegasnevada.gov

Nevada Bar No. 14132

495 S. Main Street, 6th Floor

Las Vegas, Nevada 89101

Telephone: (702) 229-6629

Attorneys for City of Las Vegas

CLAGGETT & SYKES LAW FIRM

Micah S. Echols, Esq.

Nevada Bar No. 8437

micah@claggettlaw.com

4101 Meadows Lane, Suite 100

Las Vegas, Nevada 89107

(702) 655-2346 – Telephone

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

McDONALD CARANO LLP

George F. Ogilvie III, Esq.

Nevada Bar No. 3552

gogilvie@mcdonaldcarano.com

Amanda C. Yen, Esq.

ayen@mcdonaldcarano.com

Nevada Bar No. 9726

Christopher Molina, Esq.

cmolina@mcdonaldcarano.com

Nevada Bar No. 14092

2300 W. Sahara Ave., Ste. 1200

Las Vegas, Nevada 89102

Telephone: (702) 873-4100

LEONARD LAW, PC

Debbie Leonard, Esq.

debbie@leonardlawpc.com

Nevada Bar No. 8260

955 S. Virginia Street Ste. 220

Reno, Nevada 89502

Telephone: (775) 964.4656

SHUTE, MIHALY & WEINBERGER, LLP

Andrew W. Schwartz, Esq.

schwartz@smwlaw.com

California Bar No. 87699

(admitted pro hac vice)

Lauren M. Tarpey, Esq.

ltarpey@smwlaw.com

California Bar No. 321775

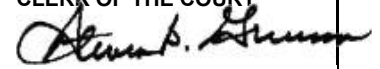
(admitted pro hac vice)

396 Hayes Street

San Francisco, California 94102

Telephone: (415) 552-7272

Attorneys for City of Las Vegas



1 **APEN**

2 Bryan K. Scott (NV Bar No. 4381)
3 Philip R. Byrnes (NV Bar No. 166)
4 Rebecca Wolfson (NV Bar No. 14132)
5 LAS VEGAS CITY ATTORNEY'S OFFICE
6 495 South Main Street, 6th Floor
7 Las Vegas, Nevada 89101
8 Telephone: (702) 229-6629
9 Facsimile: (702) 386-1749
10 bscott@lasvegasnevada.gov
11 pbyrnes@lasvegasnevada.gov
12 rwolfson@lasvegasnevada.gov

13 (Additional Counsel Identified on Signature Page)

14 *Attorneys for City of Las Vegas*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 180 LAND CO LLC, a Nevada limited liability
18 company, FORE STARS, LTD., a Nevada
19 limited liability company and SEVENTY
20 ACRES, LLC, a Nevada limited liability
21 company, DOE INDIVIDUALS I-X, DOE
CORPORATIONS I-X, and DOE LIMITED
LIABILITY COMPANIES I-X,

22 Plaintiffs,

23 v.

24 CITY OF LAS VEGAS, a political subdivision of
25 the State of Nevada; ROE GOVERNMENT
26 ENTITIES I-X; ROE CORPORATIONS I-X;
27 ROE INDIVIDUALS I-X; ROE LIMITED-
28 LIABILITY COMPANIES I-X; ROE QUASI-
GOVERNMENTAL ENTITIES I-X,

Defendants.

CASE NO.: A-17-758528-J

DEPT. NO.: XVI

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

VOLUME 5

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

Exhibit	Exhibit Description	Vol.	Bates No.
FFFF-2	Summary of Communications between Developer and Peccole family regarding acquisition of Badlands Property	9	1623-1629
FFFF-3	Reference map of properties involved in transactions between Developer and Peccole family	9	1630
FFFF-4	Excerpt of appraisal for One Queensridge place dated October 13, 2005	9	1631-1632
FFFF-5	Site Plan Approval for One Queensridge Place (SDR-4206)	9	1633-1636
FFFF-6	Securities Redemption Agreement dated September 14, 2005	9	1637-1654
FFFF-7	Securities Purchase Agreement dated September 14, 2005	9	1655-1692
FFFF-8	Badlands Golf Course Clubhouse Improvement Agreement dated September 6, 2005	9	1693-1730
FFFF-9	Settlement Agreement and Mutual Release dated June 28, 2013	10	1731-1782
FFFF-10	June 12, 2014 emails and Letter of Intent regarding the Badlands Golf Course	10	1783-1786
FFFF-11	July 25, 2014 email and initial draft of Golf Course Purchase Agreement	10	1787-1813
FFFF-12	August 26, 2014 email from Todd Davis and revised purchase agreement	10	1814-1843
FFFF-13	August 27, 2014 email from Billy Bayne regarding purchase agreement	10	1844-1846
FFFF-14	September 15, 2014 email and draft letter to BGC Holdings LLC regarding right of first refusal	10	1847-1848
FFFF-15	November 3, 2014 email regarding BGC Holdings LLC	10	1849-1851
FFFF-16	November 26, 2014 email and initial draft of stock purchase and sale agreement	10	1852-1870
FFFF-17	December 1, 2015 emails regarding stock purchase agreement	10	1871-1872
FFFF-18	December 1, 2015 email and fully executed signature page for stock purchase agreement	10	1873-1874
FFFF-19	December 23, 2014 emails regarding separation of Fore Stars Ltd. and WRL LLC acquisitions into separate agreements	10	1875-1876
FFFF-20	February 19, 2015 emails regarding notes and clarifications to purchase agreement	10	1877-1879
FFFF-21	February 26, 2015 email regarding revised purchase agreements for Fore Stars Ltd. and WRL LLC	10	1880
FFFF-22	February 27, 2015 emails regarding revised purchase agreements for Fore Stars Ltd. and WRL LLC	10	1881-1882
FFFF-23	Fully executed Membership Interest Purchase Agreement for WRL LLC	10	1883-1890

Exhibit	Exhibit Description	Vol.	Bates No.
FFFF-24	June 12, 2015 email regarding clubhouse parcel and recorded parcel map	10	1891-1895
FFFF-25	Quitclaim deed for Clubhouse Parcel from Queensridge Towers LLC to Fore Stars Ltd.	10	1896-1900
FFFF-26	Record of Survey for Hualapai Commons Ltd.	10	1901
FFFF-27	Deed from Hualapai Commons Ltd. to EHC Hualapai LLC	10	1902-1914
FFFF-28	Purchase Agreement between Hualapai Commons Ltd. and EHC Hualapai LLC	10	1915-1931
FFFF-29	City of Las Vegas' First Set of Interrogatories to Plaintiff	10	1932-1945
FFFF-30	Plaintiff 180 Land Company LLC's Responses to City of Las Vegas' First Set of Interrogatories to Plaintiff, 3 rd Supplement	10	1946-1973
FFFF-31	City of Las Vegas' Second Set of Requests for Production of Documents to Plaintiff	11	1974-1981
FFFF-32	Plaintiff 180 Land Company LLC's Response to Defendant City of Las Vegas' Second Set of Requests for Production of Documents to Plaintiff	11	1982-1989
FFFF-33	September 14, 2020 Letter to Plaintiff regarding Response to Second Set of Requests for Production of Documents	11	1990-1994
FFFF-34	First Supplement to Plaintiff Landowners Response to Defendant City of Las Vegas' Second Set of Requests for Production of Documents to Plaintiff	11	1995-2002
FFFF-35	Motion to Compel Discovery Responses, Documents and Damages Calculation, and Related Documents on Order Shortening Time	11	2003-2032
FFFF-36	Transcript of November 17, 2020 hearing regarding City's Motion to Compel Discovery Responses, Documents and Damages Calculation, and Related Documents on Order Shortening Time	11	2033-2109
FFFF-37	February 24, 2021 Order Granting in Part and denying in part City's Motion to Compel Discovery Responses, Documents and Damages Calculation, and Related Documents on Order Shortening Time	11	2110-2118
FFFF-38	April 1, 2021 Letter to Plaintiff regarding February 24, 2021 Order	11	2119-2120
FFFF-39	April 6, 2021 email from Elizabeth Ghanem Ham regarding letter dated April 1, 2021	11	2121-2123
FFFF-40	Hydrologic Criteria and Drainage Design Manual, Section 200	11	2124-2142
FFFF-41	Hydrologic Criteria and Drainage Design Manual, Standard Form 1	11	2143
FFFF-42	Hydrologic Criteria and Drainage Design Manual, Standard Form 2	11	2144-2148
FFFF-43	Email correspondence regarding minutes of August 13, 2018 meeting with GCW regarding Technical Drainage Study	11	2149-2152

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

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

DATED this 25th day of August 2021.

McDONALD CARANO LLP

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

LAS VEGAS CITY ATTORNEY'S OFFICE
 Bryan K. Scott (NV Bar No. 4381)
 Philip R. Byrnes (NV Bar No. 166)
 Rebecca Wolfson (NV Bar No. 14132)
 495 South Main Street, 6th Floor
 Las Vegas, Nevada 89101

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

Attorneys for City of Las Vegas

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on the 25th day of August, 2020, I caused a true and correct copy of the foregoing **APPENDIX OF EXHIBITS IN SUPPORT OF CITY’S OPPOSITION TO PLAINTIFF’S MOTION TO DETERMINE TAKE AND FOR SUMMARY JUDGMENT ON THE FIRST, THIRD, AND FOURTH CLAIMS FOR RELIEF AND COUNTERMOTION FOR SUMMARY JUDGMENT – VOLUME 5** to be electronically served with the Clerk of the Court via the Clark County District Court Electronic Filing Program which will provide copies to all counsel of record registered to receive such electronic notification.

/s/ Jelena Jovanovic

An employee of McDonald Carano LLP

EXHIBIT “KK”

1 **FFCO**
2 George F. Ogilvie III (NV Bar #3552)
3 Debbie Leonard (NV Bar #8260)
4 Amanda C. Yen (NV Bar #9726)
5 Christopher Molina (NV Bar #14092)
6 McDONALD CARANO LLP
7 2300 W. Sahara Ave, Suite 1200
8 Las Vegas, NV 89102
9 Telephone: 702.873.4100
10 Facsimile: 702.873.9966
11 gogilvie@mcdonalddcarano.com
12 dleonard@mcdonalddcarano.com
13 ayen@mcdonalddcarano.com
14 cmolina@mcdonalddcarano.com
15
16 Bradford R. Jerbic (NV Bar #1056)
17 Philip R. Byrnes (NV Bar #166)
18 Seth T. Floyd (NV Bar #11959)
19 LAS VEGAS CITY ATTORNEY'S OFFICE
20 495 S. Main Street, 6th Floor
21 Las Vegas, NV 89101
22 Telephone: 702.229.6629
23 Facsimile: 702.386.1749
24 bjerbic@lasvegasnevada.gov
25 pbyrnes@lasvegasnevada.gov
26 sfloyd@lasvegasnevada.gov

27 *Attorneys for Defendants City of Las Vegas*

28
29 **DISTRICT COURT**
30 **CLARK COUNTY, NEVADA**

31 180 LAND CO LLC, a Nevada limited-liability
32 company; DOE INDIVIDUALS I through X;
33 DOE CORPORATIONS I through X; and
34 DOE LIMITED-LIABILITY COMPANIES I
35 through X,

36
37 Plaintiffs,

38 v.

39 CITY OF LAS VEGAS, a political
40 subdivision of the State of Nevada; ROE
41 GOVERNMENT ENTITIES I through X;
42 ROE CORPORATIONS I through X; ROE
43 INDIVIDUALS I through X; ROE LIMITED-
44 LIABILITY COMPANIES I through X; ROE
45 QUASI-GOVERNMENTAL ENTITIES I
46 through X,

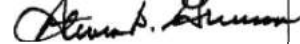
47
48 Defendants.

CASE NO.: A-17-758528-J

DEPT. NO.: XVI

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW ON
PETITION FOR JUDICIAL REVIEW**

Electronically Filed
11/21/2018 3:16 PM
Steven D. Grierson
CLERK OF THE COURT



OCT 30 2018

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

Intervenors.

Petitioner 180 Land Company, LLC filed a petition for judicial review ("Petition") of the Las Vegas City Council's June 21, 2017 decision to deny four land use applications ("Applications") filed by Petitioner to develop a 34.07-acre portion of the Badlands Golf Course ("the 35-Acre Property"). The Court granted a motion to intervene filed by surrounding homeowners ("Intervenors") whose real property is adjacent to and affected by the proposed development of the 35-Acre Property. The Court having reviewed the briefs submitted in support of and in opposition to the Petition, having conducted a hearing on the Petition on June 29, 2018, having considered the written and oral arguments presented, and being fully informed in the premises, makes the following findings of facts and conclusions of law:

I. FINDINGS OF FACT

A. The Badlands Golf Course and Pccole Ranch Master Development Plan

1. The 35-Acre Property is a portion of 250.92 acres of land commonly referred to as the Badlands Golf Course ("the Badlands Property"). (ROR 22140-201; 25819).

...

2. The Badlands Property is located between Alta Drive (to the north), Charleston Boulevard (to the south), Rampart Boulevard (to the east), and Hualapai Way (to the west), and is spread out within existing residential development, primarily the Queensridge Common Interest Community. (ROR 18831; 24093).

3. The Badlands Property is part of what was originally the Venetian Foothills Master Development Plan on 1,923 acres of land, which was approved by the Las Vegas City Council (the "Council") on May 7, 1986. (ROR 25820).

4. The plan included two 18-hole golf courses, one of which would later become known as "Badlands." (ROR 2635-36; 2646).

5. Both golf courses were designed to be in a major flood zone and were designated as flood drainage and open space. (ROR 2595-2604; 2635-36; 4587).

6. The Council required these designations when approving the plan to address flooding, and to provide open space in the master planned area. (*Id.*).

7. The City's General Plan identifies the Badlands Property as Parks, Recreation and Open Space ("PR-OS"). (ROR 25546).

8. The City holds a drainage easement within the Badlands Property. (ROR 4597; 5171; 5785).

9. The original master plan applicant, William Peccole/Western Deveor, Inc., conveyed its interest to an entity called Peccole Ranch Partnership. (ROR 2622; 20046-47; 25968).

10. On February 15, 1989, the Council approved a revised master development plan for 1,716.30 acres, known as "the Peccole Ranch Master Development Plan" ("the Master Development Plan"). (ROR 25821).

11. On April 4, 1990, the Council approved an amendment to the Master Development Plan to make changes related to Phase Two, and to reduce the overall acreage to 1,569.60 acres. (*Id.*).

12. Approximately 212 acres of land in Phase Two was set aside for a golf course, with the overall Peccole Ranch Master Plan having 253.07 net acres for golf course, open space and

1 drainage. (ROR 2666; 25821).

2 13. Like its predecessor, the Master Development Plan identified the golf course area
3 as being for flood drainage and golf course purposes, which satisfied the City's open space
4 requirement. (ROR 2658-2660).

5 14. Phase Two of the Master Plan was completed such that the golf course is now
6 surrounded by residential development. (ROR 32-33).

7 15. The 35-Acre Property that is the subject of the Applications at issue here lies within
8 the Phase Two area of the Master Plan. (ROR 10).

9 16. Through a number of successive conveyances, Peccole Ranch Partnership's
10 interest in the Badlands Property, amounting to 250.92 acres, was transferred to an entity called
11 Fore Stars, Ltd., an affiliate of Petitioner. (ROR 24073-75; 25968).

12 17. On June 18, 2015, Fore Stars transferred 178.27 acres to Petitioner and 70.52 acres
13 to Seventy Acres, LLC, another affiliate, and retained the remaining 2.13 acres. (*Id.*).

14 18. The three affiliated entities – Petitioner (i.e., 180 Land Co., LLC), Seventy Acres
15 LLC and Fore Stars, Ltd. (collectively, "the Developer") are all managed by EHB Companies,
16 LLC, which, in turn, is managed by Paul Dehart, Vicki Dehart, Yohan Lowie and Frank Pankratz.
17 (ROR 1070; 1147; 1154; 3607-3611; 4027; 5256-57; 5726-29). The Court takes judicial notice of
18 the complaint filed by 180 Land Co., LLC, Fore Stars, Ltd., Seventy Acres, LLC, and Yohan
19 Lowie in the United States District Court, Case No. 2:18-cv-00547-JCM-CWH ("the Federal
20 Complaint"), which alleges these facts.

21 19. Mr. Lowie and various attorneys represented the Developer with regard to its
22 development applications before the Council. (ROR 24466-24593).

23 **B. The Developer's Prior Applications to Develop the Badlands Property**

24 20. On November 15, 2015, the Developer filed applications for a General Plan
25 Amendment, Re-zoning and Site Development Plan Review to change the classification of 17.49
26 acres within the 250.92-acre Badlands Property from Parks Recreation/Open Space to High
27 Density ("the 17-Acre Applications"). (ROR 25546; ROR 25602; ROR 25607).

28 21. The 17-Acre Property is located in the northeast corner of the Badlands Property,

1 distant from and not adjacent to existing residential development. (ROR 33).

2 22. In reviewing the 17-Acre Applications, the City's planning staff recognized that
3 the 17-Acre Property was part of the Master Development Plan and stated that any amendment of
4 the Master Development Plan must occur through a major modification pursuant to Title
5 19.10.040 of the City's Unified Development Code. (ROR 25532).

6 23. Members of the public opposed the 17-Acre Applications on numerous grounds.
7 (ROR 25768-78).

8 24. On February 25, 2016, the Developer submitted an application for a major
9 modification to the Master Development Plan (the "Major Modification Application") and a
10 proposed development agreement (which it named the "2016 Peccole Ranch Master Plan") for the
11 entire 250.92-acre Badlands Property ("the proposed 2016 Development Agreement"). (ROR
12 25729; 25831-34).

13 25. In support of the Major Modification Application, the Developer asserted that the
14 proposed 2016 Development Agreement was in conformance with the Las Vegas General Plan
15 Planning Guidelines to "[e]ncourage the master planning of large parcels under single ownership
16 in the growth areas of the City to ensure a desirable living environment and maximum efficiency
17 and savings in the provision of new public facilities and services." (ROR 25986).

18 26. The Developer also asserted that it would "guarantee that the development of the
19 golf course property would be accomplished in a way that ensures that Queensridge will retain the
20 uniqueness that makes living in Queensridge so special." (ROR 25966).

21 27. Thereafter, the Developer sought abeyances from the Planning Commission on the
22 17-Acre Applications to engage in dialogue with the surrounding neighbors, and to allow the
23 hearings on the Major Modification Application and the 17-Acre Applications to proceed
24 simultaneously. (ROR 25569; 25613; 25716; 25795; 26014; 26195; 26667; 27989).

25 28. The Council heard considerable opposition to the Major Modification Application
26 and the proposed 2016 Development Agreement regarding, among other things, traffic,
27 conservation, quality of life and schools. (ROR 25988-26010; 26017-45; 26072-89; 26091-107).

28 ...

1 29. At a March 28, 2016 neighborhood meeting, 183 members of the public attended
2 who were “overwhelmingly opposed” to the proposed development. (ROR 25823-24).

3 30. The City received approximately 586 written protests regarding the proposed 2016
4 Development Agreement plus multiple e-mails to individual Council members in opposition.
5 (ROR 31053; ROR 989-1069).

6 31. In approximately April 2016, City Attorney Brad Jerbic became involved in the
7 negotiation of the proposed 2016 Development Agreement to facilitate discussions between the
8 Developer and the nearby residents. Over the course of the next year, Mr. Jerbic and Planning
9 Director Tom Perrigo met with the Developer’s representatives and various members of the
10 public, including representatives of the Queensridge HOA and individual homeowners, in an
11 effort to reach consensus regarding a comprehensive development plan for the Badlands Property.
12 (ROR 27990).

13 32. The Mayor continued to inquire about the status of the negotiations, and Council
14 members expressed their desire that the parties negotiate a comprehensive master plan that meets
15 the City’s requirements for orderly and compatible development. (ROR 17335).

16 33. Prior to the Council voting on the Major Modification Application, the Developer
17 requested to withdraw it without prejudice. (ROR 1; 5; 6262).

18 34. Several members of the public opposed the “without prejudice” request, arguing
19 that the withdrawal should be with prejudice to ensure that the Developer would create a
20 development plan for the entire Badlands Property with input from neighbors. (ROR 1077-79,
21 1083).

22 35. In response, the Mayor received assurances from the Developer’s lawyer that the
23 Developer would engage in good-faith negotiations with neighboring homeowners. (ROR 1115).

24 36. The Developer also represented that it did not seek to develop the Badlands
25 Property in a piecemeal fashion: “[I]t’s not our desire to just build 17.49 acres of property that we
26 wanted to build the rest of it, and that’s why we agreed to the withdrawal without prejudice to
27 meet [with neighboring property owners] to try to do everything we can.” (ROR 1325). Based on
28 these assurances, the Council approved the Developer’s request to withdraw the Major

1 Modification Application and proposed 2016 Development Agreement without prejudice. (ROR
2 2; 1129-1135).

3 37. The Mayor reiterated that the Council sought a comprehensive plan for the entire
4 Badlands Property to ensure that any development would be compatible with surrounding
5 properties and provide adequate flood control. (ROR 17321-22).

6 38. The Developer's counsel acknowledged the necessity for a master development
7 plan for the entire Badlands Property. (ROR 17335).

8 39. City Planning Staff recommended approval of the 17-Acres Applications with
9 several conditions, including the approval of both (1) the Major Modification Application and (2)
10 the proposed 2016 Development Agreement. (ROR 27625-26, 27629).

11 40. On October 18, 2016, the City's Planning Commission recommended granting the
12 17-Acres Applications but denying the Major Modification Application. (ROR 1; 31691-92).

13 41. The Council heard the 17-Acres Applications at its November 16, 2016 meeting.
14 (ROR 1075-76).

15 42. The Council members expressed that a comprehensive plan for the entire Badlands
16 Property was necessary to avoid piecemeal development and ensure compatible land densities and
17 uses. (ROR 1310-14).

18 43. Nevertheless, the Council and the Planning Director recognized the 17-Acre
19 Property as distinct from the rest of the Badlands Property due to its configuration, lot size,
20 isolation and distance from existing development. (ROR 1311-12).

21 44. To allow time for negotiations between the Developer and the project opponents
22 on a comprehensive development agreement, the Council held the 17-Acres Applications in
23 abeyance until February 15, 2017. (ROR 1342; 6465-6470, 11231).

24 45. On February 15, 2017, the Council again considered the 17-Acres Applications.
25 (ROR 17235).

26 46. The Developer stated that it had reduced the requested number of units from 720
27 to 435 to match the compatibility of adjacent Queensridge Towers. (ROR 17237-38).

28 ...

1 47. Based on the reduction and compatibility effort made by the Developer, the
2 Council approved the 17-Acres Applications with certain modifications and conditions. (ROR
3 11233; 17352-57).

4 48. Certain nearby homeowners petitioned for judicial review of the Council's
5 approval of the 17-Acres Applications. *See Jack B. Binion, et al v. The City of Las Vegas, et al.*,
6 A-17-752344-J.

7 49. On March 5, 2018, the Honorable James Crockett granted the homeowners'
8 petition for judicial review, concluding that a major modification of the Master Development Plan
9 to change the open space designation of the Badlands Golf Course was legally required before the
10 Council could approve the 17-Acres Applications ("the Crockett Order"). The Court takes judicial
11 notice of the Crockett Order.

12 **C. The 35-Acres Applications at Issue in this Petition for Judicial Review**

13 50. The instant case seeks judicial review of the Council's denial of the Applications
14 filed by Petitioner to develop the 35-Acre Property.

15 51. The Applications consisted of: an application for a General Plan Amendment for
16 166.99 acres to change the existing City's General Plan designation from Parks Recreation/Open
17 Space to Low Density Residential (ROR 32657); a Waiver on the size of the private streets (ROR
18 34009); a Site Development Review for 61 lots (ROR 34050); and a Tentative Map Plan
19 application for the 35-Acre Property. (ROR 34059).

20 52. The development proposed in the Applications was inconsistent with the proposed
21 2016 Development Agreement that was being negotiated. (ROR 1217-1221; 17250-52; 32657;
22 34050; 34059).

23 53. The Council members expressed concern that the Developer was not being
24 forthcoming and was stringing along neighboring homeowners who were attempting to negotiate
25 a comprehensive development plan that the Council could approve. (ROR 1305; 1319).

26 54. The Applications came up for consideration during the February 14, 2017 Planning
27 Commission meeting. (ROR 33924).

28 ...

1 55. Numerous members of the public expressed opposition, specifically identifying the
2 following areas of concern: (1) existing land use designations did not allow the proposed
3 development; (2) the proposed development was inconsistent with the Master Development Plan
4 and the City's General Plan; (3) the Planning Commission's decision would set a precedent that
5 would enable development of open space and turn the expectations of neighboring homeowners
6 upside down; (4) the Applications required a major modification of the Master Development Plan;
7 (5) neighboring residents have a right to enjoyment of their property according to state statutes;
8 (6) the proposed development would negatively affect property values and the characteristics of
9 the neighborhood; and (7) the development would result in over-crowded schools. (ROR 33934-
10 69).

11 56. Project opponents also expressed uncertainty and anxiety regarding the
12 Developer's lack of a comprehensive development plan for the entire Badlands Property. (*id.*).

13 57. The Planning Commission did not approve Petitioner's application for the General
14 Plan Amendment, which required a super-majority vote, but did approve the Waiver, Site
15 Development Review and the Tentative Map applications, subject to conditions as stated by City
16 Staff and during the meeting. (ROR 33998-99; 34003).

17 58. After several abeyances (requested once by City Planning Staff and twice by
18 Petitioner), the four Applications for the 35-Acre Property came before the Council on June 21,
19 2017. (ROR 17360; 18825-27; 20304-05; 24466).

20 59. The objections that had been presented in advance of and at the Planning
21 Commission meeting were included in the Council's meeting materials. (ROR 22294-24196).

22 60. As had occurred throughout the two-year history of the Developer's various
23 applications, the Council heard extensive public opposition, which included research, factual
24 arguments, legal arguments and expert opinions. (ROR 22205-78; 22294-24196). The objections
25 included, among others, the following:

- 26 a. The Council was allowing the Developer to submit competing applications
27 for piecemeal development, which the City had never previously allowed for any
28 other developer. (ROR 24205).

1 b. The Applications did not follow the process required by planning
2 principles. (Report submitted by Ngai Pindell, Boyd School of Law professor of
3 property law, ROR 24222-23).

4 c. The General Plan Amendment application exceeds the allowable unit cap.
5 (ROR 24225-229).

6 d. The Developer failed to conduct a development impact notice and
7 assessment. (ROR 24231-36).

8 e. The Applications are not consistent with the Master Development Plan or
9 the City's General Plan. (ROR 24231-36).

10 f. The design guidelines for Queensridge, which were approved by the City
11 and recorded in 1996, reference the golf course, and residents purchased property
12 and built homes in reliance on that document. (ROR 24237-38).

13 g. The Applications were a strategic effort by the Developer to gain leverage
14 in the comprehensive development agreement negotiations that were ongoing.
15 (Queensridge HIOA attorney Shauna Hughes, ROR 24242-44).

16 h. Security would be a problem. (ROR 24246-47).

17 i. Approval of the Applications in the absence of a comprehensive plan for
18 Badlands Property would be irresponsible. (ROR 24254-55).

19 j. The proposed General Plan Amendment would approve approximately 911
20 homes with no flood control or any other necessary requirements. (ROR 24262).

21 61. After considering the public's opposition, the Mayor inquired as to the status of
22 negotiations related to a comprehensive development agreement for the entire Badlands Property.
23 The City Attorney responded that no agreement had been reached. (ROR 24208-09).

24 62. The Developer and its counsel represented that only if the Council approved the
25 four Applications would it then be willing to negotiate a comprehensive development agreement
26 and plan for the entire Badlands Property. (ROR 24215, 24217, 24278-80).

27 63. The Council voted to deny the Applications. (ROR 24397).

28 64. On June 28, 2017, the City issued its final notices, which indicated that the

1 Council's denial of the Applications was "due to significant public opposition to the proposed
2 development, concerns over the impact of the proposed development on surrounding residents,
3 and concerns on piecemeal development of the Master Development Plan area rather than a
4 cohesive plan for the entire area." (ROR 35183-86).

5 65. The Petitioner filed this petition for judicial review to challenge the Council's
6 denial of the Applications.

7 66. Petitioner has not presented any evidence to the Court that it has a pending
8 application for a major modification for the 35-Acre Property at issue in this Petition for Judicial
9 Review.

10 **II. CONCLUSIONS OF LAW**

11 **A. Standard of Review**

12 1. In a petition for judicial review under NRS 278.3195, the district court reviews the
13 record below to determine whether the decision was supported by substantial evidence. *City of*
14 *Reno v. Citizens for Cold Springs*, 126 Nev. 263, 271, 236 P.3d 10, 15-16 (2010) (citing *Kay v.*
15 *Nunez*, 122 Nev. 1100, 1105, 146 P.3d 801, 805 (2006)).

16 2. "Substantial evidence is that which a reasonable mind could accept as sufficient to
17 support a conclusion." *Id.*

18 3. The scope of the Court's review is limited to the record made before the
19 administrative tribunal. *Bd. of City Comm'rs of Clark Cty. v. C.A.G., Inc.*, 98 Nev. 497, 500, 654
20 P.2d 531, 533 (1982).

21 4. The Court may "not substitute its judgment for that of a municipal entity if
22 substantial evidence supports the entity's action." *Id.*

23 5. "[I]t is not the business of courts to decide zoning issues... Because of the
24 [governing body's] particular expertise in zoning, courts must defer to and not interfere with the
25 [governing body's] discretion if this discretion is not abused." *Nevada Contractors v. Washoe*
26 *City*, 106 Nev. 310, 314, 792 P.2d 31, 33 (1990).

27 6. The decision of the City Council to grant or deny applications for a general plan
28 amendment, rezoning, and site development plan review is a discretionary act. *See Enterprise*

1 *Citizens Action Committee v. Clark County Bd. of Comm'rs*, 112 Nev. 649, 653, 918 P.2d 305,
2 308 (1996); *Stratosphere Gaming Corp. v. City of Las Vegas*, 120 Nev. 523, 528, 96 P.3d 756.
3 760 (2004).

4 7. "If a discretionary act is supported by substantial evidence, there is no abuse of
5 discretion." *City of Clark v. Doumani*, 114 Nev. 46, 53, 952 P.2d 13, 17 (1998), *superseded by*
6 *statute on other grounds*.

7 8. Zoning actions are presumed valid. *Nova Horizon, Inc. v. City Council of the City*
8 *of Reno*, 105 Nev. 92, 94, 769 P.2d 721, 722 (1989).

9 9. A "presumption of propriety" attaches to governmental action on land use
10 decisions. *City Council of City of Reno v. Irvine*, 102 Nev. 277, 280, 721 P.2d 371, 373 (1986). A
11 disappointed applicant bears a "heavy burden" to overcome this presumption. *Id.*

12 10. On a petition for judicial review, the Court may not step into the shoes of the
13 Council, reweigh the evidence, consider evidence not presented to the Council or make its own
14 judgment calls as to how a land use application should have been decided. *See Bd. of City Comm'rs*
15 *of Clark Cty. v. C.A.G., Inc.*, 98 Nev. 497, 500, 654 P.2d 531, 533 (1982).

16 **B. Substantial Evidence Supported the City Council's Decision**

17 11. The record before the Court amply shows that the Council's June 21, 2017 decision
18 to deny the Applications for the 35-Acre Property ("the Decision") was supported by substantial
19 evidence.

20 12. "Substantial evidence can come in many forms" and "need not be voluminous."
21 *Comstock Residents Ass'n v. Lyon County Bd. of Comm'rs*, 385 P.3d 607 (Nev. 2016)
22 (unpublished disposition), *citing McKenzie v. Shelly*, 77 Nev. 237, 240, 362 P.2d 268, 269 (1961);
23 *City of Reno v. Estate of Wells*, 110 Nev. 1218, 1222, 885 P.2d 545, 548 (1994).

24 13. Public opposition to a proposed project is an adequate basis to deny a land use
25 application. *Stratosphere Gaming*, 120 Nev. at 529, 96 P.3d at 760; *C.A.G.*, 98 Nev. at 501, 654
26 P.2d at 533.

27 14. "[A] local government may weigh public opinion in making a land-use decision."
28 *Stratosphere Gaming*, 120 Nev. at 529, 96 P.3d at 760; *accord Eldorado Hills, LLC v. Clark*

1 *County Bd. of Commissioners*, 386 P.3d 999, 2016 WL 7439360, *2 (Nev. Dec. 22, 2016)
2 (unpublished disposition).

3 15. “[L]ay objections [that are] substantial and specific” meet the substantial evidence
4 standard. *Clark Cty. Liquor & Gaming Licensing Bd. v. Simon & Tucker, Inc.*, 106 Nev. 96, 98,
5 787 P.2d 782, 783 (1990) (distinguishing *City Council, Reno v. Travelers Hotel, Ltd.*, 100 Nev.
6 436, 683 P.2d 960 (1984)); *Stratosphere Gaming*, 120 Nev. at 529-30, 96 P.3d at 761.

7 16. “Section 19.18.050(E)(5) [of the Las Vegas Municipal Code] provides that the site
8 development plan review process is intended to ensure that the proposed development is
9 ‘harmonious and compatible with development in the area’ and that it is not ‘unsightly,
10 undesirable, or obnoxious in appearance.’ The language of this ordinance clearly invites public
11 opinion.” *Stratosphere Gaming*, 120 Nev. at 528–29, 96 P.3d at 760.

12 17. The considerable public opposition to the Applications that was in the record
13 before the Council meets the substantial evidence standard. That record included written and
14 stated objections, research, legal arguments and expert opinions regarding the project’s
15 incompatibility with existing uses and with the vision for the area specified in the City’s General
16 Plan and the Peccole Ranch Master Development Plan. (ROR 2658-2666, 22294-24196, 24492-
17 24504, 25821). The opponents argued that a development must be consistent with the General
18 Plan, and what the Developer proposed was inconsistent with the Parks, Recreation and Open
19 Space designation for the Badlands Golf Course in the City’s General Plan. (ROR 24492-24504,
20 32820-21; 32842-55; 33935-36). If the applications were granted, they argued, it would set a
21 precedent that would enable development of open space in other areas, thereby defeating the
22 financial and other expectations of people who purchased homes in proximity to open space. (ROR
23 24492-24504, 33936). Because of the open space designation in the Peccole Ranch Master
24 Development Plan, the opponents contended, the Applications required a major modification,
25 which had not been approved. (ROR 24494-95; 33938). The opponents also expressed concerns
26 regarding compatibility with the neighborhood, school overcrowding and lack of a development
27 plan for the entire Badlands Property. (ROR 24492-24504, 24526, 33934-69).

28 18. The record before the Council constitutes substantial evidence to support the

1 Decision. *See Stratosphere Gaming*, 120 Nev. at 529, 96 P.3d at 760.

2 19. The Court rejects the evidence that the Developer contends conflicts with the
3 Council's Decision because the Court may not substitute its judgment for that of the Council.
4 "[J]ust because there was conflicting evidence does not compel interference with the Board's
5 decision so long as the decision was supported by substantial evidence." *Liquor & Gaming*
6 *Licensing Bd.*, 106 Nev. at 98, 787 P.2d at 783. The Court's job is to evaluate whether substantial
7 evidence supports the Council's decision, not whether there is substantial evidence to support a
8 contrary decision. *Nevada Power Co. v. Pub. Utilities Comm'n of Nevada*, 122 Nev. 821, 836
9 n.36, 138 P.3d 486, 497 (2006). This is because the administrative body alone, not a reviewing
10 court, is entitled to weigh the evidence for and against a project. *Liquor & Gaming Licensing Bd.*,
11 106 Nev. at 99, 787 P.2d at 784.

12 **C. The Council's Decision Was Within the Bounds of the Council's Discretion**
13 **Over Land Use Matters**

14 20. "For the purpose of promoting health, safety, morals, or the general welfare of the
15 community, the governing bodies of cities and counties are authorized and empowered to regulate
16 and restrict the improvement of land and to control the location and soundness of structures." NRS
17 278.020(1).

18 21. The City's discretion is broad:

19 A city board acts arbitrarily and capriciously when it denies a [land use application]
20 without any reason for doing so.... [The essence of the abuse of discretion, of the
21 arbitrariness or capriciousness of governmental action in denying a[n] ... application,
is most often found in an apparent absence of any grounds or reason for the decision.
We did it just because we did it. *Irvine*, 102 Nev. at 279-80, 721 P.2d at 372-73
(quotations omitted).

22 22. The Council's Decision was free from any arbitrary or capricious decision making
23 because it provided multiple reasons for denial of the Applications, all of which are well supported
24 in the record.

25 23. The Council properly exercised its discretion to conclude that the development
26 proposed in the Applications was not compatible with surrounding areas and failed to set forth an
27 orderly development plan to alter the open space designation found in both the City's General
28 Plan and the Peccole Ranch Master Development Plan.

24. The concept of "compatibility" is inherently discretionary, and the Council was well within its discretion to decide that the development presented in the Applications was not compatible with neighboring properties, including the open space designation on the remainder of the Badlands Golf Course. *See Stratosphere*, 120 Nev. at 529, 96 P.3d at 761.

25. Residential zoning alone does not determine compatibility. The City's General Plan, the Peccole Ranch Master Development Plan, density, design and other factors do as well. The property adjacent to the 35-Acre Property remains used for open space and drainage, as contemplated by the City's planning documents, so the Developer's comparison to adjacent residential development is an incomplete "compatibility" assessment.

26. The City's Unified Development Code seeks to, among other things, promote "orderly growth and development" in order to "maintain ... the character and stability of present and future land use and development." Title 19.00.030(G). One stated purpose is:

To coordinate and ensure the execution of the City's General Plan through effective implementation of development review requirements, adequate facility and services review and other goals, policies or programs contained in the General Plan. Title 19.00.030(I).

27. The City's Unified Development Code broadly lays out the various matters the Council should consider when exercising its discretion. Those considerations, which include broad goals as well as specific factors for each type of land use application, circumscribe the limits of the Council's discretion. UDC 19.00.030, 19.16.030, 19.16.100, 19.16.130.

28. The Council was within the bounds of its discretion to request a development agreement for the Badlands Property before allowing a General Plan Amendment to change a portion of the property from Parks, Recreation and Open Space to residential uses. *See* Title 19.00.030(I). A comprehensive plan already exists for the Badlands Property; it is found in the city's General Plan, which designates the property as Parks, Recreation and Open Space. The Developer sought to change that designation. Under these circumstances, it was reasonable for the Council to expect assurances that the Developer would create an orderly and comprehensive plan for the entire open space property moving forward.

...

1 29. The Court rejects the Developer's argument that a comprehensive development
2 plan was somehow inappropriate because the parcels that make up the Badlands Property have
3 different owners. (PPA 17:12-18:13, 23:9-14). In presenting the Developer's arguments in favor
4 of these Applications and other land use applications relating to the development of the Badlands
5 Property, Yohan Lowie has leveraged the fact that the three owner entities of the Badlands
6 Property are affiliates managed by one entity – EHB Companies, LLC – which in turn is managed
7 by Mr. Lowie and just three others. (ROR 1325; 4027; 5256-57; 17336; 24544; 25968). The
8 Developer promoted the EHB brand and other projects it has built in Las Vegas to advance the
9 Applications. (ROR 3607-3611; 5726-29; 5870-76; 17336; 24549-50). Additionally, by proposing
10 the 2016 Development Agreement for the entire Badlands Property, the Developer acknowledged
11 that the affiliated entities are one and the same. (ROR 25729).

12 30. The cases cited by the Developer did not involve properties owned by closely
13 affiliated entities and are therefore inapplicable. (PPA 35:3-37:7, *citing Tinseltown Cinema, LLC*
14 *v. City of Olive Branch*, 158 So.3d 367, 371 (Miss. App. Ct. 2015); *Hwy. Oil, Inc. v. City of*
15 *Lenexa*, 547 P.2d 330, 331 (Kan. 1976)). They also did not involve areas that are within a master
16 development plan area.

17 31. There is no evidence in the record to support the Developer's contention that it is
18 somehow being singled out for "special treatment" because the Council sought orderly planned
19 development within a Master Development Plan area (PPA 37:11-23).

20 32. Planning staff's recommendation is immaterial to whether substantial evidence
21 supported the Council's decision because a governing body has discretion to make land use
22 decisions separate and apart from what staff may recommend. *See Redrock Valley Ranch, LLC v.*
23 *Washoe Cty.*, 127 Nev. 451, 455, 254 P.3d 641, 644 (2011) (affirming County Commission's
24 denial of special use permit even where planning staff recommended it be granted); *Stratosphere*
25 *Gaming*, 120 Nev. at 529, 96 P.3d at 760 (affirming City Council's denial of site development
26 plan application even where planning staff recommended approval). The Court notes that the
27 Planning Commission denied the Developer's General Plan Amendment application.

28 ...

33. The statements of individual council members are not indicative of any arbitrary or capricious decision making. The action that the Court is tasked with reviewing is the decision of the governing body, not statements made by individual council members leading up to that decision. *See* NRS 278.3195(4); *Nevada Contractors*, 106 Nev. at 313, 792 P.2d at 33; *see also Comm'n on Ethics of the State of Nevada v. Hansen*, 134 Nev. Adv. Op. 40, 419 P.3d 140, 142 (2018) (discussing when action by board is required); *City of Corpus Christi v. Bayfront Assocs., Ltd.*, 814 S.W.2d 98, 105 (Tex. Ct. App. 1991) ("A city can act by and through its governing body; statements of individual council members are not binding on the city."). "The test is not what was said before or after, but what was done at the time of the voting." *Lopez v. Imperial Cty. Sheriff's Office*, 80 Cal. Rptr. 3d 557, 560 (Cal. Ct. App. 2008). The Council's action to deny the Applications occurred with its vote, not with the prior statements made by individual council members. NRS 241.03555(1). The Court finds nothing improper in the statements by individual Council members and rejects the Developer's contention that the statements of individual Council members require the Court to overturn the Council's Decision.

D. The City's Denial of the Applications Was Fully Compliant With the Law

34. The Court rejects the Developer's argument that the RPD-7 zoning designation on the Badlands Property somehow required the Council to approve its Applications.

35. A zoning designation does not give the developer a vested right to have its development applications approved. "In order for rights in a proposed development project to vest, zoning or use approvals *must not be subject to further governmental discretionary action affecting project commencement*, and the developer must prove considerable reliance on the approvals granted." *Am. W. Dev., Inc. v. City of Henderson*, 111 Nev. 804, 807, 898 P.2d 110, 112 (1995) (emphasis added); *see also Stratosphere Gaming*, 120 Nev. at 527-28, 96 P.3d at 759-60 (holding that because City's site development review process under Title 19.18.050 involved discretionary action by Council, the project proponent had no vested right to construct).

36. "[C]ompatible zoning does not, *ipso facto*, divest a municipal government of the right to deny certain uses based upon considerations of public interest." *Tighe v. Von Goerken*, 108 Nev. 440, 443, 833 P.2d 1135, 1137 (1992); *see also Nevada Contractors*, 106 Nev. at 311,

1 792 P.2d at 31-32 (affirming county commission's denial of a special use permit even though
2 property was zoned for the use).

3 37. The four Applications submitted to the Council for a general plan amendment,
4 tentative map, site development review and waiver were all subject to the Council's discretionary
5 decision making, no matter the zoning designation. *See Am. W. Dev.*, 111 Nev. at 807, 898 P.2d
6 at 112; *Dounani*, 114 Nev. at 53, 952 P.2d at 17; *Bd. of Cty. Comm'rs of Clark Cty. v. CMC of*
7 *Nevada, Inc.*, 99 Nev. 739, 747, 670 P.2d 102, 107 (1983).

8 38. The Court rejects the Developer's attempt to distinguish the *Svatosphere* case,
9 which concluded that the very same decision-making process at issue here was squarely within
10 the Council's discretion, no matter that the property was zoned for the proposed use. *Id.* at 527;
11 96 P.3d at 759.

12 39. Statements from planning staff or the City Attorney that the Badlands Property has
13 an RPD-7 zoning designation do not alter this conclusion. *See id.*

14 40. The Developer purchased its interest in the Badlands Golf Course knowing that the
15 City's General Plan showed the property as designated for Parks Recreation and Open Space (PR-
16 OS) and that the Peccole Ranch Master Development Plan identified the property as being for
17 open space and drainage, as sought and obtained by the Developer's predecessor. (ROR 24073-
18 75; 25968).

19 41. The General Plan sets forth the City's policy to maintain the golf course property
20 for parks, open space and recreation. *See Nova Horizon*, 105 Nev. at 96, 769 P.2d at 723.

21 42. The City has an obligation to plan for these types of things, and when engaging in
22 its General Plan process, chose to maintain the historical use for this area that dates back to the
23 1989 Peccole Ranch Master Development Plan presented by the Developer's predecessor. (ROR
24 24492-24504).

25 43. The golf course was part of a comprehensive development scheme, and the entire
26 Peccole Ranch master planned area was built out around the golf course. (ROR 2595-2604; 2635-
27 36; 4587; 25820).

28 ...

1 44. It is up to the Council – through its discretionary decision making to decide
2 whether a change in the area or conditions justify the development sought by the Developer and
3 how any such development might look. *See Nova Horizon*, 105 Nev. at 96, 769 P.2d at 723.

4 45. The Clark County Assessor's assessment determinations regarding the Badlands
5 Property did not usurp the Council's exclusive authority over land use decisions. The information
6 cited by the Developer in support of this argument is not part of the record on review and therefore
7 must be disregarded.¹ *See C.A.G.*, 98 Nev. at 500, 654 P.2d at 533. The Council alone and not the
8 County Assessor, has the sole discretion to amend the open space designation for the Badlands
9 Property. *See* NRS 278.020(1); *Doumani*, 114 Nev. at 53, 952 P.2d at 17.

10 46. The Applications included requests for a General Plan Amendment and Waiver. In
11 that the Developer asked for exceptions to the rules, its assertion that approval was somehow
12 mandated simply because there is RPD-7 zoning on the property is plainly wrong. It was well
13 within the Council's discretion to determine that the Developer did not meet the criteria for a
14 General Plan Amendment or Waiver found in the Unified Development Code and to reject the
15 Site Development Plan and Tentative Map application, accordingly, no matter the zoning
16 designation. UDC 19.00.030, 19.16.030, 19.16.050, 19.16.100, 19.16.130.

17 47. The City's General Plan provides the benchmarks to ensure orderly development.
18 A city's master plan is the "standard that commands deference and presumption of applicability."
19 *Nova Horizon*, 105 Nev. at 96, 769 P.2d at 723; *see also City of Reno v. Citizens for Cold Springs*,
20 126 Nev. 263, 266, 236 P.3d 10, 12 (2010) ("Master plans contain long-term comprehensive
21 guides for the orderly development and growth for an area."). Substantial compliance with the
22 master plan is required. *Nova*, 105 Nev. at 96-97, 769 P.2d at 723-24.

23 48. By submitting a General Plan Amendment application, the Developer
24 acknowledged that one was needed to reconcile the differences between the General Plan
25

26
27 ¹ The documents attached as Exhibits 2-5 to Petitioner's points and authorities are not part
28 of the Record on Review and are not considered by the Court. *See C.A.G.*, 98 Nev. at 500, 654
P.2d at 533. The documents attached as Exhibit 1, however, were inadvertently omitted from the
Record on Review but were subsequently added by the City. *See Errata to Transmittal of Record
on Review* filed June 20, 2018; ROR 35183-86.

1 designation and the zoning. (ROR 32657). Even if the Developer now contends it only submitted
2 the General Plan Amendment application at the insistence of the City, once the Developer
3 submitted the application, nothing required the Council to approve it. Denial of the GPA
4 application was wholly within the Council's discretion. *See Nevada Contractors*, 106 Nev. at 314,
5 792 P.2d at 33.

6 49. The Court rejects the Developer's contention that NRS 278.349(3)(e) abolishes the
7 Council's discretion to deny land use applications.

8 50. First, NRS 278.349(3) merely provides that the governing body "shall consider" a
9 list of factors when deciding whether to approve a tentative map. Subsection (c) upon which the
10 Developer relies, however, is only one factor.

11 51. In addition, NRS 278.349(3)(e) relates only to tentative map applications, and the
12 Applications at issue here also sought a waiver of the City's development standards, a General
13 Plan Amendment to change the PR-OS designation and a Site Development Plan review. A
14 tentative map is a mechanism by which a landowner may divide a parcel of land into five or more
15 parcels for transfer or development; approval of a map alone does not grant development rights.
16 NRS 278.019; NRS 278.320.

17 52. Finally, NRS 278.349(e) does not confer any vested rights.

18 53. "[M]unicipal entities must adopt zoning regulations that are in substantial
19 agreement with the master plan." *See Am. W. Dev.*, 111 Nev. at 807, 898 P.2d at 112, *quoting*
20 *Nova Horizon*, 105 Nev. at 96, 769 P.2d at 723; NRS 278.250(2).

21 54. The City's Unified Development Code states as follows:

22 **Compliance with General Plan**

23 Except as otherwise authorized by this Title, approval of all Maps, Vacations,
24 Rezoning, *Site Development Plan Reviews*, Special Use Permits, Variances,
Waivers, Exceptions, Deviations and Development Agreements shall be consistent
25 with the spirit and intent of the General Plan. UDC 19.16.010(A).

26 It is the intent of the City Council that all regulatory decisions made pursuant to
27 this Title be consistent with the General Plan. For purposes of this Section,
28 "consistency with the General Plan" means not only consistency with the Plan's
land use and density designations, but also consistency with all policies and
programs of the General Plan, including those that promote compatibility of uses
and densities, and orderly development consistent with available resources. UDC
19.00.040.

1 55. Consistent with this law, the City properly required that the Developer obtain
2 approval of a General Plan Amendment in order to proceed with any development.

3 **E. The Doctrine of Issue Preclusion Bars Petitioner from Relitigating Issues**
4 **Decided by Judge Crockett**

5 56. The Court further concludes that the doctrine of issue preclusion requires denial of
6 the Petition for Judicial Review.

7 57. Issue preclusion applies when the following elements are satisfied: (1) the issue
8 decided in the prior litigation must be identical to the issue presented in the current action; (2) the
9 initial ruling must have been on the merits and have become final; (3) the party against whom the
10 judgment is asserted must have been a party or in privity with a party to the prior litigation; and
11 (4) the issue was actually and necessarily litigated. *Five Star Capital Corp. v. Ruby*, 124 Nev.
12 1048, 1055, 194 P.3d 709, 713 (2008).

13 58. Having taken judicial notice of Judge Crockett's Order, the Court concludes that
14 the issue raised by Intervenor's, which once again challenges the Developer's attempts to develop
15 the Badlands Property without a major modification of the Master Plan, is identical to the issue
16 Judge Crockett decided issue in *Jack B. Binion, et al v. The City of Las Vegas, et al.* A-17-752344-
17 J. The impact the Crockett Order, which the City did not appeal, requires both Seventy Acres and
18 Petitioner to seek a major modification of the Master Plan before developing the Badlands
19 Property. The Court rejects Petitioner's argument that the issue here is not the same because it
20 involves a different set of applications from those before Judge Crockett; that is a distinction
21 without a difference. "Issue preclusion cannot be avoided by attempting to raise a new legal or
22 factual argument that involves the same ultimate issue previously decided in the prior case."
23 *Alcantara ex rel. Alcantara v. Wal-Mart Stores, Inc.*, 130 Nev. Adv. Op. 28, 321 P.3d 912, 916-
24 17 (2014).

25 59. Judge Crockett's decision in *Jack B. Binion, et al v. The City of Las Vegas, et al.*
26 A-17-752344-J was on the merits and has become final for purposes of issue preclusion. A
27 judgment is final for purposes of issue preclusion if it is "sufficiently firm" and "procedurally
28

definite” in resolving an issue. *See Kirsch v. Traher*, 134 Nev., Adv. Op. 22, 414 P.3d 818, 822 23 (Nev. 2018) (citing Restatement (Second) of Judgments § 13 & cmt. g). “Factors indicating finality include (a) that the parties were fully heard, (b) that the court supported its decision with a reasoned opinion, and (c) that the decision was subject to appeal.” *Id.* at 822-823 (citations and punctuation omitted). Petitioner’s appeal of the Crockett Order confirms that it was a final decision on the merits.

60. The Court reviewed recent Nevada case law and the expanded concept of privity, which is to be broadly construed beyond its literal and historic meaning to encompass relationships where there is “substantial identity between parties, that is, when there is sufficient commonality of interest.” *Mendenhall v. Tassinari*, 133 Nev., Adv. Op. 78, 403 P.3d 364, 369 (2017) (quoting *Tahoe Sierra Pres. Council, Inc. v. Tahoe Reg’l Planning Agency*, 322 F.3d 1064, 1081–82 (9th Cir. 2003) (internal quotation marks omitted). Applying the expanded concept of privity, the Court considered the history of the land-use applications pertaining to the Badlands Property and having taken judicial notice of the Federal Complaint, the Court concludes there is a substantial identity of interest between Seventy Acres and Petitioner, which satisfies the privity requirement. Petitioner’s argument that it is not in privity with Seventy Acres is contradicted by the Federal Complaint, which reveals that Seventy Acres and Petitioner are under common ownership and control and acquired their respective interests in the Badlands Property through an affiliate, Fore Stars, Ltd.

61. The issue of whether a major modification is required for development of the Badlands Property was actually and necessarily litigated. “When an issue is properly raised and is submitted for determination, the issue is actually litigated.” *Alcantara ex rel. Alcantara v. Wal-Mart Stores, Inc.*, 130 Nev. at 262, 321 P.3d at 918 (internal punctuation and quotations omitted) (citing *Frei v. Goodsell*, 129 Nev. 403, 407, 305 P.3d 70, 72 (2013)). “Whether an issue was necessarily litigated turns on ‘whether the common issue was necessary to the judgment in the earlier suit.’” *Id.* (citing *Tarkanian v. State Indus. Ins. Sys.*, 110 Nev. 581, 599, 879 P.2d 1180, 1191 (1994)). Since Judge Crockett’s decision was entirely dependent on this issue, the issue was necessarily litigated.

1 62. Given the substantial identity of interest among Seventy Acres, LLC and
2 Petitioner, it would be improper to permit Petitioner to circumvent the Crockett Order with respect
3 to the issues that were fully adjudicated.

4 63. Where Petitioner has no vested rights to have its development applications
5 approved, and the Council properly exercised its discretion to deny the applications, there can be
6 no taking as a matter of law such that Petitioner's alternative claims for inverse condemnation
7 must be dismissed. *See Landgraf v. USI Film Prod.*, 511 U.S. 244, 266 (1994) ("The Fifth
8 Amendment's Takings Clause prevents the Legislature (and other government actors) from
9 depriving private persons of vested property rights except for a 'public use' and upon payment of
10 'just compensation.'"); *Application of Filippini*, 66 Nev. 17, 22, 202 P.2d 535, 537 (1949).

11 64. Further, Petitioner's alternative claims for inverse condemnation must be
12 dismissed for lack of ripeness. *See Herbst Gaming, Inc. v. Heller*, 141 P.3d 1224, 1230-31, 122
13 Nev. 877, 887 (2006).

14 65. "Nevada has a long history of requiring an actual justiciable controversy as a
15 predicate to judicial relief." *Resnick v. Nev. Gaming Comm'n*, 104 Nev. 60, 65-66, 752 P.2d 229,
16 233 (1988), *quoting Doe v. Bryan*, 102 Nev. 523, 525, 728 P.2d 443, 444 (1986).

17 66. Here, Petitioner failed to apply for a major modification, a prerequisite to any
18 development of the Badlands Property. *See Crockett Order*. Having failed to comply with this
19 necessary prerequisite, Petitioner's alternative claims for inverse condemnation are not ripe and
20 must be dismissed.

21 ...

22 ...

23 ...

24 ...

25 ...

26 ...

27 ...

28 ...

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

ORDER

Accordingly, IT IS HEREBY ORDERED, ADJUDGED and DECREED that the Petition for Judicial Review is DENIED.


IT IS FURTHER ORDERED, ADJUDGED and DECREED that Petitioner's alternative claims in inverse condemnation are hereby DISMISSED.

DATED: 11/18, 2018.


TIMOTHY C. WILLIAMS
District Court Judge

Submitted By:

McDONALD CARANO LLC

By: 
George F. O'Neil III, Esq. (NV Bar #3552)
Debbie Leonard (NV Bar #8260)
Amanda C. Yen (NV Bar #9726)
2300 West Sahara Avenue, Suite 1200
Las Vegas, NV 89102

LAS VEGAS CITY ATTORNEY'S OFFICE
Bradford R. Jerbic (NV Bar #1056)
Philip R. Byrnes (NV Bar #166)
Seth T. Floyd (NV Bar #11959)
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

Attorneys for City of Las Vegas

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on the 21st day of November, 2018, a true and correct copy of the foregoing **FINDINGS OF FACT AND CONCLUSIONS OF LAW ON PETITION FOR JUDICIAL REVIEW** was electronically served with the Clerk of the Court via the Clark County District Court Electronic Filing Program which will provide copies to all counsel of record registered to receive such electronic notification.

/s/ Jelena Jovanovic
An employee of McDonald Carano LLP

EXHIBIT “LL”



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement
 Project Address (Location) S.Rampart Blvd. / W.Charleston Blvd. / Hualapai Way / Alta Dr.
 Project Name The Two Fifty Proposed Use _____
 Assessor's Parcel #(s) See parcel numbers listed below Ward # 2
 General Plan: existing PROS proposed _____ Zoning: existing R-PD7 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 178.27 Lots/Units 5 Density _____
 Additional Information * 138-31-201-005; 138-31-801-008; 138-31-702-003; 138-31-702-004; 138-31-801-002

PROPERTY OWNER <u>180 Land Co LLC</u>		Contact <u>Frank Pankratz</u>
Address <u>1215 South Fort Apache Rd., Suite #120</u>		Phone: (702) 940-6930 Fax: (702) 940-6931
City <u>Las Vegas</u>		State <u>Nevada</u> Zip <u>89117</u>
E-mail Address <u>Frank@ehbcompanies.com</u>		
APPLICANT <u>180 Land Co LLC</u>		Contact <u>Frank Pankratz</u>
Address <u>1215 South Fort Apache Rd., Suite #120</u>		Phone: (702) 940-6930 Fax: (702) 940-6931
City <u>Las Vegas</u>		State <u>Nevada</u> Zip <u>89117</u>
E-mail Address <u>Frank@ehbcompanies.com</u>		
REPRESENTATIVE <u>GCW, Inc.</u>		Contact <u>Cindie Gee</u>
Address <u>1555 South Rainbow Blvd.</u>		Phone: (702) 804-2107 Fax: (702) 804-2299
City <u>Las Vegas</u>		State <u>Nevada</u> Zip <u>89146</u>
E-mail Address <u>cgee@gcwengineering.com</u>		

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

Property Owner Signature* _____
 * An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name Frank Pankratz, Mgr. of EHB Companies LLC, the Mgr. of 180 Land Co LLC

Subscribed and sworn before me
 This 22 day of May, 20 17
Jennifer Knighton

Notary Public in and for said County and State



Revised 03/28/16

FOR DEPARTMENT USE ONLY

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

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

CLV65-000794
0794

10861



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement
 Project Address (Location) S.Rampart Blvd. / W.Charleston Blvd. / Hualapai Way / Alta Dr.
 Project Name The Two Fifty Proposed Use _____
 Assessor's Parcel #(s) 138-31-801-003; 138-32-301-007 Ward # 2
 General Plan: existing PROS proposed _____ Zoning: existing R-PD7 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 53.03 Lots/Units 2 Density _____
 Additional Information _____

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

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

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

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

Property Owner Signature* _____

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

Print Name Frank Pankratz Mgr of EHB Companies LLC, the Mgr. of Seventy Acres LLC

Subscribed and sworn before me

This 02 day of May, 20 17

Jennifer Knighton

Notary Public in and for said County and State



Revised 03/28/16

FOR DEPARTMENT USE ONLY

Case # **DIR-70539**

Meeting Date: _____

Total Fee: _____

Date Received:*

Received By: _____

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

CLV65-000795
0795

10862



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement
 Project Address (Location) S.Rampart Blvd. / W.Charleston Blvd. / Hualapai Way / Alta Dr.
 Project Name The Two Fifty Proposed Use _____
 Assessor's Parcel #(s) 138-32-301-005 Ward # 2
 General Plan: existing M proposed _____ Zoning: existing R-3 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 17.49 Lots/Units 1 Density _____
 Additional Information This respective General Plan, Zoning and SDR for this parcel was approved at City Council on 2-15-17 by
GPA-62387, ZON-62392 & SDR-62393

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

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

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

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

Property Owner Signature* _____
 *An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name Frank Pankratz, Mgr. of EHB Companies LLC, the Mgr. of Seventy Acres LLC

Subscribed and sworn before me
 This 22 day of May, 20 17

Jennifer Knighton

Notary Public in and for said County and State

Revised 03/28/16



FOR DEPARTMENT USE ONLY

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

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

CLV65-000796
0796

10863



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement
 Project Address (Location) S.Rampart Blvd. / W.Charleston Blvd. / Hualapai Way / Alta Dr.
 Project Name The Two Fifty Proposed Use _____
 Assessor's Parcel #(s) 138-32-202-001 Ward # 2
 General Plan: existing PROS proposed _____ Zoning: existing R-PD7 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 2.13 Lots/Units 1 Density _____
 Additional Information _____

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

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

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

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

Property Owner Signature* _____
 * An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name Frank Pankratz, Mgr. of EHB Companies LLC, the Mgr. of Fore Stars, Ltd.

Subscribed and sworn before me
 This 22 day of May, 20 17

Jennifer Knighton
 Notary Public in and for said County and State



FOR DEPARTMENT USE ONLY

Case # **DIR-70539**

Meeting Date: _____

Total Fee: _____

Date Received: * _____

Received By: _____

Revised 03/28/16

CLV65-000797
0797

10864

DEVELOPMENT AGREEMENT

FOR

THE TWO FIFTY

PRJ-70542
06/06/17

DIR-70539 - REVISED

CLV65-000798
0798

10865

Table of Contents

RECITALS.....	1
SECTION ONE - Definitions	3
SECTION TWO – Applicable Rules and Conflicting Laws	10
2.01 Reliance on Applicable Rules	10
2.02 Application of Subsequently Enacted Rules by the City	10
2.03 Conflicting Federal or State Rules	11
2.04 City Council Hearings	11
2.05 City Cooperation	11
SECTION THREE – Planning and Development of Community	12
3.01 Permitted Uses, Density and Height of Structures	12
3.02 Processing	19
3.03 Dedicated Staff and the Processing of Applications	21
3.04 Modification of Design Guidelines.....	22
3.05 Deviation to Design Guidelines.....	23
3.06 Anti-Moratorium.....	26
3.07 Property Dedications to City	26
3.08 Additional Improvements	26
SECTION FOUR – Maintenance of the Community.....	28
4.01 Maintenance of Public and Common Areas	28
4.02 Maintenance Plan	30
4.03 Release of Master Developer	30
4.04 City Maintenance Obligation Acknowledged	30
SECTION FIVE – Project Infrastructure Improvements.....	31
5.01 Conformance to Master Studies	31
5.02 Sanitary Sewer.....	31
5.03 Traffic Improvements	32
5.04 Flood Control.....	34
SECTION SIX – Default.....	35
6.01 Opportunity to Cure; Default	35
6.02 Unavoidable Delay; Extension of Time	37
6.03 Limitation on Monetary Damages	37
6.04 Venue	37
6.05 Waiver	37
6.06 Applicable Law; Attorneys' Fees	38

SECTION SEVEN – General Provisions	38
7.01 Duration of Agreement.....	38
7.02 Assignment	38
7.03 Sale or Other Transfer Not to Relieve the Master Developer of its Obligation	40
7.04 Indemnity; Hold Harmless.....	41
7.05 Binding Effect of Agreement	41
7.06 Relationship of Parties	41
7.07 Counterparts	41
7.08 Notices	42
7.09 Entire Agreement	42
7.10 Waivers	42
7.11 Recording; Amendments	42
7.12 Headings; Exhibits; Cross References	43
7.13 Release	43
7.14 Severability of Terms	43
7.15 Exercise of Discretion	43
7.16 No Third Party Beneficiary	43
7.17 Gender Neutral.....	44
SECTION EIGHT – Review of Development	44
8.01 Frequency of Reviews	44

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"**

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 278, this Agreement sets forth the permitted uses, density and maximum height of structures to be constructed in the Community for each Development Area within the Community.

(a) Maximum Residential Units Permitted. The maximum number of residential dwelling units allowed within the Community, as shown on **Exhibit B**, is two thousand one hundred 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

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

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

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

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

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

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

Area 1 shall be a maximum of four hundred thirty-five (435) for sale, multifamily residential units; Development Areas 2 and 3 combined shall be a maximum of one thousand six hundred 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

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

46

PRJ-70542 05/24/17

DIR-70539

CLV65-000846

0846

10913

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

Recommending Committee - City of Las Vegas

June 19, 2017

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

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

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

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

CLV65-000847
0847

10914

EXHIBIT A

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

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

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

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

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

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

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

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

CONTAINING 250.92 ACRES, MORE OR LESS.

END OF DESCRIPTION.

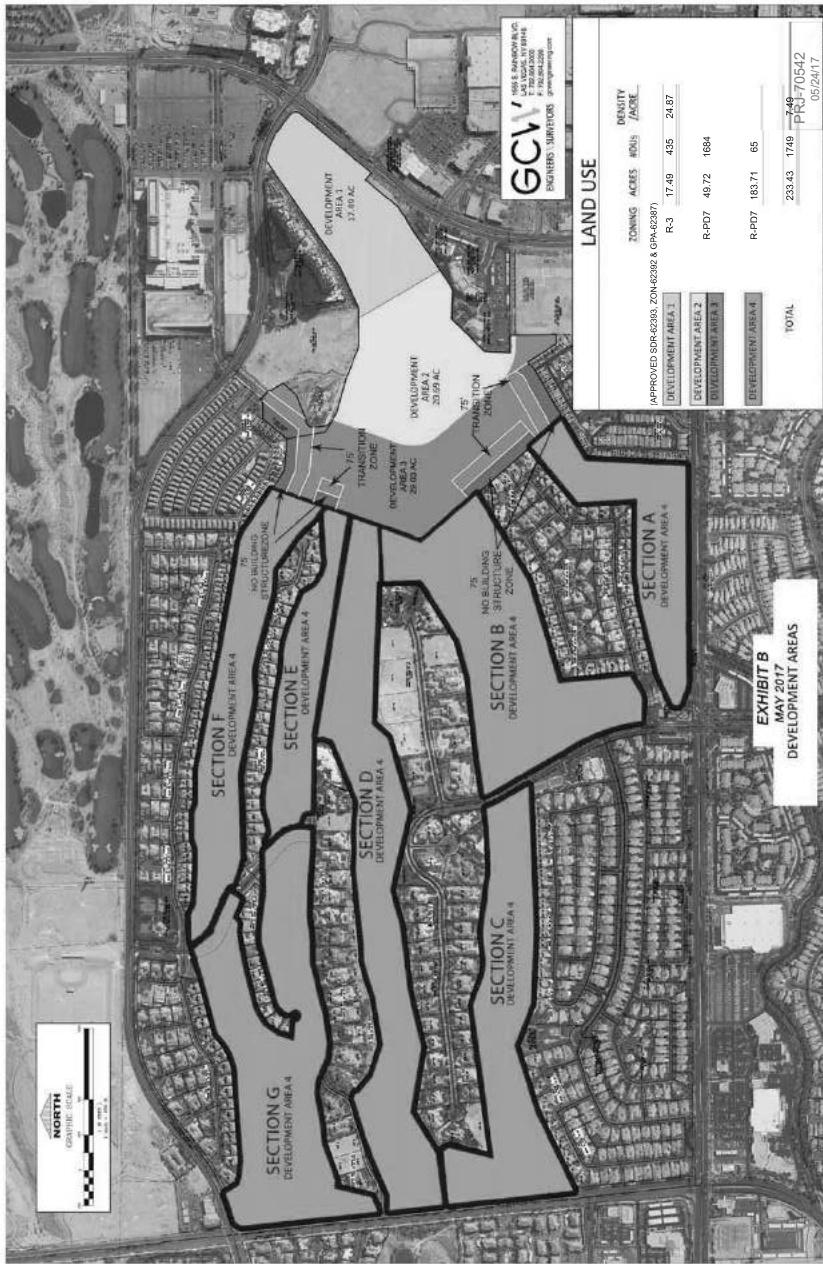
PRJ-70542
05/24/17

DIR-70539

CLV65-000848
0848

10915

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



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

DIR-70539

CLV65-000849
0849

10916

THE TWO FIFTY

Design Guidelines, Development Standards
and Permitted Uses

May 2017

PRJ-70542
05/24/17

DIR-70539

CLV65-000850
0850

10917

DESIGN GUIDELINES, DEVELOPMENT STANDARDS AND PERMITTED USES

SECTION 1 : Overview.....	1-11
SECTION 2: Lot Development Standards and Site Planning.....	11
2.01 Infrastructure Development.....	11
(a) Access Points and Access Ways.....	11
(b) Setback Criteria and Development Standards.....	1-12
(c) Review.....	12
2.02 Landscape Plant Materials.....	12
2.03 Site Planning.....	12
(a) Site Planning Development Area 1, 2, 3.....	12
(i) Site Amenities.....	12
(ii) Identity Monuments.....	2-13
(iii) Common Area Parcels.....	13
(b) Site Planning Development Area 4.....	13-14
(i) Designated Buildable Area(s)/Homesites.....	14
(ii) Balance of Estate Lot's Area.....	14
(iii) Common Area Parcels.....	14
2.04 Street Sections.....	14
SECTION 3: Design Strategies and Requirements.....	14
3.01 Development Area 4 Setbacks from Buildable Areas.....	14
3.02 Development Areas 1-3 Setbacks from Structures.....	15

3.03	All Development Areas - Fire Sprinklers.....	15
SECTION 4: Design Review and Approval Process.....		15
4.01	Site Development Plan Review.....	15
SECTION 5: Definitions.....		16
5.01	Buildable Area(s).....	16
5.02	Building Height.....	16
5.03	Code.....	16
5.04	Master Developer.....	16
5.05	Private Road.....	16
5.06	Structure(s).....	16
5.07	Uses.....	16

EXHIBITS

- I) Development Areas
- II) Design Guidelines, Development Standards and Permitted Uses Table
- III) Street Sections
- IV) Development Areas 2 & 3 Conceptual Pad Plan
- V) Development Areas 2 & 3 Conceptual Site Plan

SECTION ONE

Overview

Overview

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PRJ-70542
05/24/17

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

SECTION TWO

LOT DEVELOPMENT STANDARDS AND SITE PLANNING

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

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

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

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

PRJ-70542
05/24/17

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

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

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

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

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

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

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

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

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

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

PRJ-70542
05/24/17

with existing development outside the Property.

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

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

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

SECTION THREE

DESIGN STRATEGIES AND REQUIREMENTS

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

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

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

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

SECTION FOUR

DESIGN REVIEW AND APPROVAL PROCESS

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

SECTION FIVE

DEFINITIONS

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

amenities.

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

5.03 Code - Las Vegas Municipal code

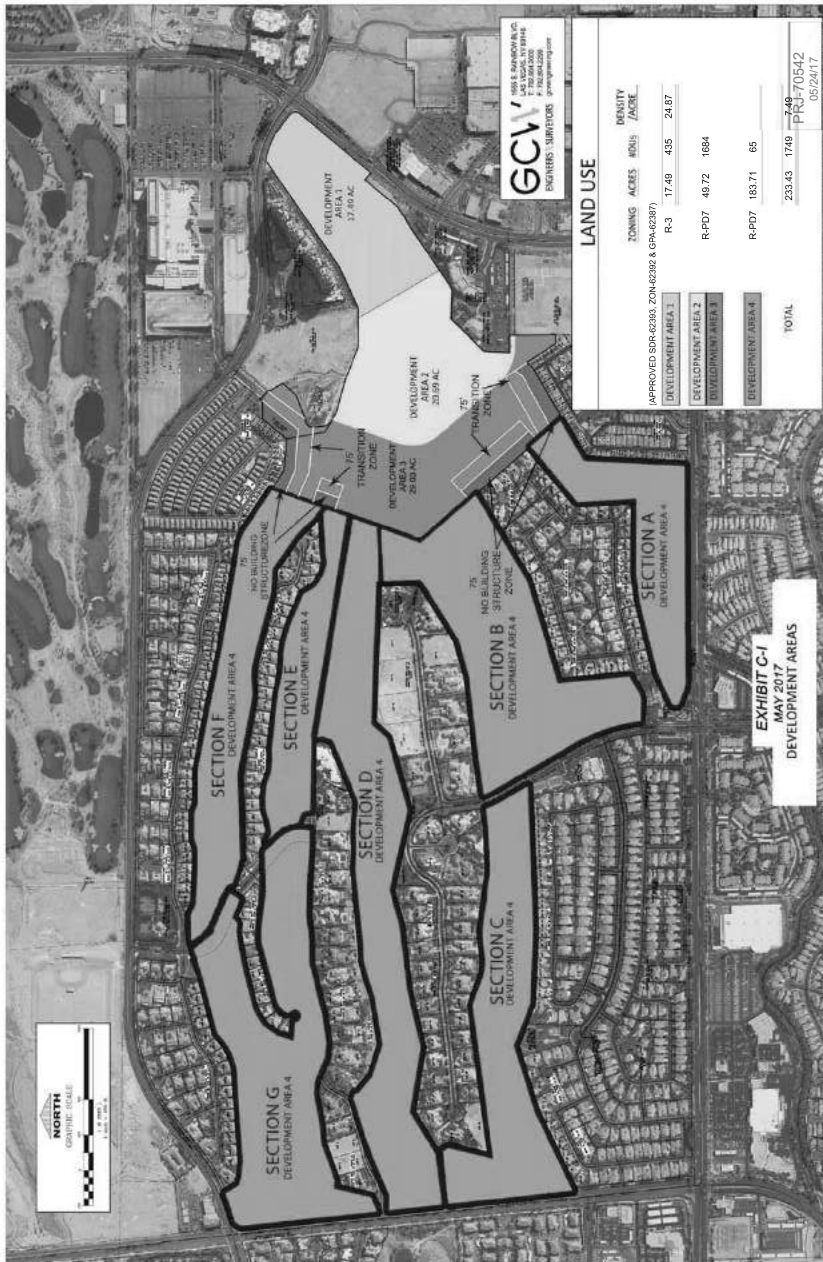
5.04 Master Developer –180 Land Co LLC, a Nevada limited liability company, and its successors and assigns as permitted by the terms of the Development Agreement.

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

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

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

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



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

DIR-70539

CLV65-000866
0866

10933

DESIGN GUIDELINES, DEVELOPMENT STANDARDS AND PERMITTED USES									
EXHIBIT C-11									
<p>These Development Standards apply to the Property only. Any minor not specifically addressed in these Design Guidelines, Development Standards and Uses shall be governed by the Development Agreement. If that minor is not addressed in the Development Agreement, then Table 10 of the Las Vegas Municipal Code shall apply. Except as otherwise noted herein, all uses listed shall be subject to LVMC Title 19 definitions, conditional use regulations, minimum special use permit requirements and zoning parking requirements as of the Effective Date of the Two Fifth Development Agreement. All references to "uses" in these standards shall be subject to LVMC Title 19 definitions.</p>									
Description	SINGLE-FAMILY			MULTI-FAMILY			MULTI-FAMILY		
	Development Area 4	Single-Family	Single-Family	Development Area 1	Multi-Family	Multi-Family	Development Area 2	Multi-Family	Multi-Family
Minimum Setback from a property line shared with an existing or zoned commercial/professional/multi-family/PD located outside the Property to the Structure on the Property	n/a	n/a	n/a	10'	10'	10'	n/a	n/a	n/a
Minimum Setback from a property line shared with an existing Single Family located inside the Property to the Structure on the Property	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	75'
Configuous to the aforementioned "No Building Structures Zone" there will be a "Transition Zone" as stated in Section 3.0.1(h) of the DA	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	75'
Minimum Distance between Buildings	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Residential Adjacency Standards	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Accessory Structures	All accessory structures (including pools, decks, patios, and garages) can be stand alone or attached, and each accessory structure may be located on the same lot as the main building. Multiple accessory structures on the same lot are permitted. Accessory structures on the same lot as the main building are permitted.	All accessory structures (including pools, decks, patios, and garages) can be stand alone or attached, and each accessory structure may be located on the same lot as the main building. Multiple accessory structures on the same lot are permitted.	All accessory structures (including pools, decks, patios, and garages) can be stand alone or attached, and each accessory structure may be located on the same lot as the main building. Multiple accessory structures on the same lot are permitted.	All accessory structures (including pools, decks, patios, and garages) can be stand alone or attached, and each accessory structure may be located on the same lot as the main building. Multiple accessory structures on the same lot are permitted.	All accessory structures (including pools, decks, patios, and garages) can be stand alone or attached, and each accessory structure may be located on the same lot as the main building. Multiple accessory structures on the same lot are permitted.	All accessory structures (including pools, decks, patios, and garages) can be stand alone or attached, and each accessory structure may be located on the same lot as the main building. Multiple accessory structures on the same lot are permitted.	All accessory structures (including pools, decks, patios, and garages) can be stand alone or attached, and each accessory structure may be located on the same lot as the main building. Multiple accessory structures on the same lot are permitted.	All accessory structures (including pools, decks, patios, and garages) can be stand alone or attached, and each accessory structure may be located on the same lot as the main building. Multiple accessory structures on the same lot are permitted.	All accessory structures (including pools, decks, patios, and garages) can be stand alone or attached, and each accessory structure may be located on the same lot as the main building. Multiple accessory structures on the same lot are permitted.
Separation from Main Building	4'	4'	4'	4'	4'	4'	4'	4'	4'
Minimum Rear Yard Setback	5'	5'	5'	5'	5'	5'	5'	5'	5'
Minimum Side Yard Setback	5'	5'	5'	5'	5'	5'	5'	5'	5'
Size and Coverage	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Building Height	3 maximum (not including basement)	3 maximum (not including basement)	3 maximum (not including basement)	3 maximum (not including basement)	3 maximum (not including basement)	3 maximum (not including basement)	3 maximum (not including basement)	3 maximum (not including basement)	3 maximum (not including basement)
Stories/Floors	4" (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable or hip roof).	4" (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable or hip roof).	4" (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable or hip roof).	4" (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable or hip roof).	4" (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable or hip roof).	4" (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable or hip roof).	4" (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable or hip roof).	4" (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable or hip roof).	4" (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable or hip roof).
Building Height	4" (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable or hip roof).	4" (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable or hip roof).	4" (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable or hip roof).	4" (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable or hip roof).	4" (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable or hip roof).	4" (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable or hip roof).	4" (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable or hip roof).	4" (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable or hip roof).	4" (measured from the average finished grade along the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof or the average height level between the eaves and ridge line of a gable or hip roof).
Accessory Structures	Lesser of 3 stories or 30'	Lesser of 3 stories or 30'	Lesser of 3 stories or 30'	Lesser of 3 stories or 30'	Lesser of 3 stories or 30'	Lesser of 3 stories or 30'	Lesser of 3 stories or 30'	Lesser of 3 stories or 30'	Lesser of 3 stories or 30'

PRJ-70542
05/24/17

Page 2
5/22/2017

DIR-70539

CLV65-000868
0868

10935

DESIGN GUIDELINES, DEVELOPMENT STANDARDS AND PERMITTED USES							EXHIBIT C-11	
These Development Standards shall apply to the Property only. Any variance not specifically addressed in these Design Guidelines, Development Standards and Uses shall be governed by the Development Agreement. If not specifically addressed in the Development Agreement, the Title Block of the Las Vegas Municipal Code shall apply. Except as otherwise stated herein, all uses listed shall be subject to VMC Title 194 definitions, conditional use regulations, minimum special use permit requirements and onsite parking requirements as of the Effective Date of the Two Fifth Development Agreement. All references to lot areas in gross acres.								
Description	SINGLE FAMILY		MULTI-FAMILY		MULTI-FAMILY		MULTI-FAMILY	
	Development Area 4	Exotic Lots	Development Area 1	Development Area 2	Development Area 3	Multi-Family	Development Area 3	Multi-Family
Landscape Buffers & Turf Limitations (except no limitations for artificial turf)								
Landscape Buffer - Minimum Zone Depths	6' (combined) of landscaping within and/or adjacent to public ROW		10' (combined) of landscaping within and/or adjacent to public ROW	10' (combined) of landscaping within and/or adjacent to public ROW	10' (combined) of landscaping within and/or adjacent to public ROW	10' (combined) of landscaping within and/or adjacent to public ROW	10' (combined) of landscaping within and/or adjacent to public ROW	10' (combined) of landscaping within and/or adjacent to public ROW
Landscape Buffer - adjacent to interior lot lines	0' for Interior Lot Lines	0' for Interior Lot Lines	0' for Interior Lot Lines	0' for Interior Lot Lines	0' for Interior Lot Lines	0' for Interior Lot Lines	0' for Interior Lot Lines	0' for Interior Lot Lines
Front Yard Area-turf coverage	No limitation (if any landscape area uses domestic water the City Code and related restrictions will apply).	No limitation (if any landscape area uses domestic water the City Code and related restrictions will apply).	No limitation (if any landscape area uses domestic water the City Code and related restrictions will apply).	No limitation (if any landscape area uses domestic water the City Code and related restrictions will apply).	No limitation (if any landscape area uses domestic water the City Code and related restrictions will apply).	No limitation (if any landscape area uses domestic water the City Code and related restrictions will apply).	No limitation (if any landscape area uses domestic water the City Code and related restrictions will apply).	No limitation (if any landscape area uses domestic water the City Code and related restrictions will apply).
Front Yard Wall/Fence	No limitations or restrictions shall apply to Front Yard Wall/Fence, except the maximum height of primary wall is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Front Yard Wall/Fence, except the maximum height of primary wall is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Front Yard Wall/Fence, except the maximum height of primary wall is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Front Yard Wall/Fence, except the maximum height of primary wall is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Front Yard Wall/Fence, except the maximum height of primary wall is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Front Yard Wall/Fence, except the maximum height of primary wall is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Front Yard Wall/Fence, except the maximum height of primary wall is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Front Yard Wall/Fence, except the maximum height of primary wall is 12 feet and the maximum retaining wall height is 8 feet.
Perimeter and Retaining Walls	No limitations or restrictions shall apply to Perimeter and Retaining Walls, except the maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls, except the maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls, except the maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls, except the maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls, except the maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls, except the maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls, except the maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls, except the maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.
Perimeter and Retaining Walls - Standard Step Back	No limitations or restrictions shall apply to Perimeter and Retaining Walls. The maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls. The maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls. The maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls. The maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls. The maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls. The maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls. The maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.	No limitations or restrictions shall apply to Perimeter and Retaining Walls. The maximum Perimeter Wall height is 12 feet and the maximum retaining wall height is 8 feet.
Parking	Minimum On-site Parking Requirement - Single Family Residential: 2.0 spaces per dwelling unit	Minimum On-site Parking Requirement - Single Family Residential: 2.0 spaces per dwelling unit	Minimum On-site Parking Requirement - Single Family Residential: 2.0 spaces per dwelling unit	Minimum On-site Parking Requirement - Single Family Residential: 2.0 spaces per dwelling unit	Minimum On-site Parking Requirement - Single Family Residential: 2.0 spaces per dwelling unit	Minimum On-site Parking Requirement - Single Family Residential: 2.0 spaces per dwelling unit	Minimum On-site Parking Requirement - Single Family Residential: 2.0 spaces per dwelling unit	Minimum On-site Parking Requirement - Single Family Residential: 2.0 spaces per dwelling unit
Signage	Per Las Vegas Zoning Code 190R.120 - No limitations or restrictions shall apply to signage in the R-1 Zoning District.	Per Las Vegas Zoning Code 190R.120 - No limitations or restrictions shall apply to signage in the R-1 Zoning District.	Per Las Vegas Zoning Code 190R.120 - No limitations or restrictions shall apply to signage in the R-1 Zoning District.	Per Las Vegas Zoning Code 190R.120 - No limitations or restrictions shall apply to signage in the R-1 Zoning District.	Per Las Vegas Zoning Code 190R.120 - No limitations or restrictions shall apply to signage in the R-1 Zoning District.	Per Las Vegas Zoning Code 190R.120 - No limitations or restrictions shall apply to signage in the R-1 Zoning District.	Per Las Vegas Zoning Code 190R.120 - No limitations or restrictions shall apply to signage in the R-1 Zoning District.	Per Las Vegas Zoning Code 190R.120 - No limitations or restrictions shall apply to signage in the R-1 Zoning District.

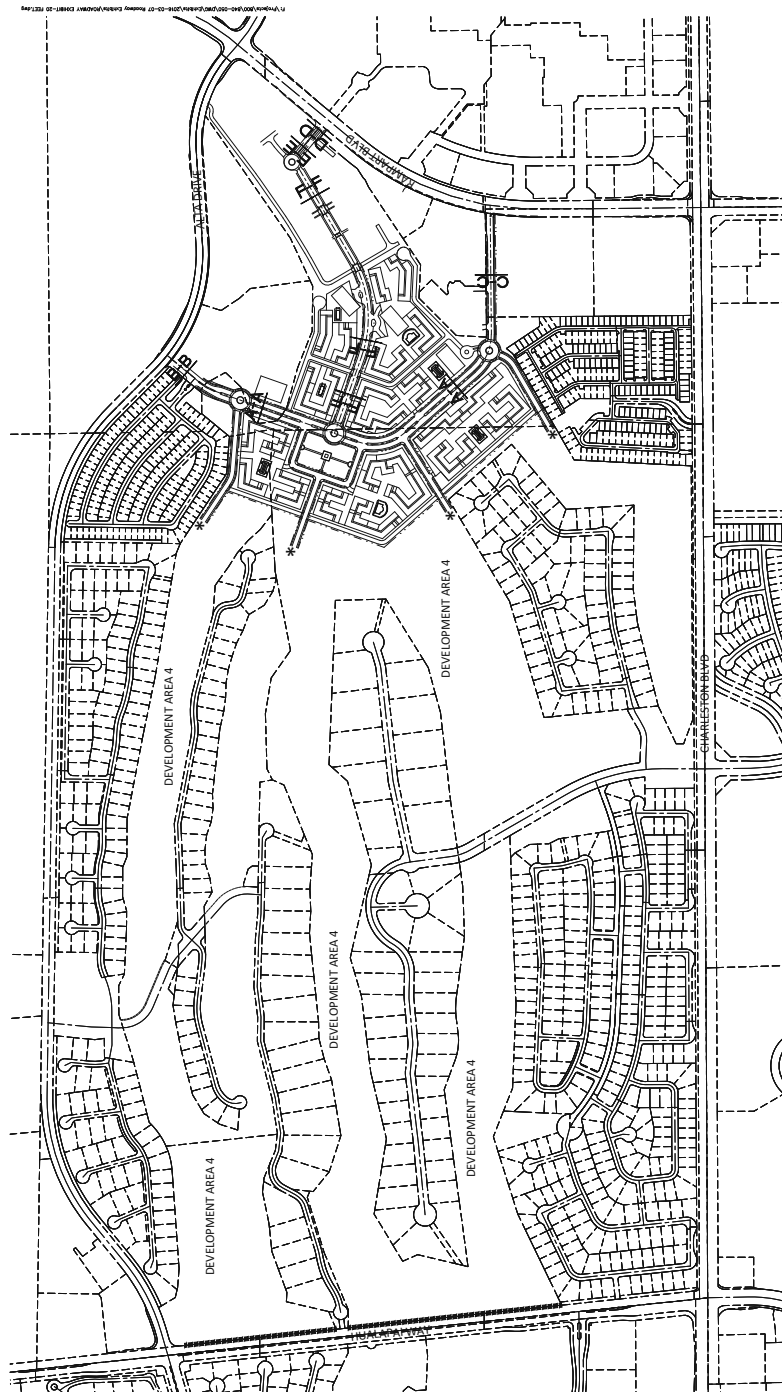
PRJ-70542
05/24/17

Page 3
5/22/2017

DIR-70539

CLV65-000869
0869

10936



GCW GROUP, INC. 100 S. CHARLESTON BLVD.
 CHARLESTON, WV 25301
 T: 708.664.3000
 F: 708.664.3000
 E: gary@gcwgroup.com
 gary@gcwgroup.com

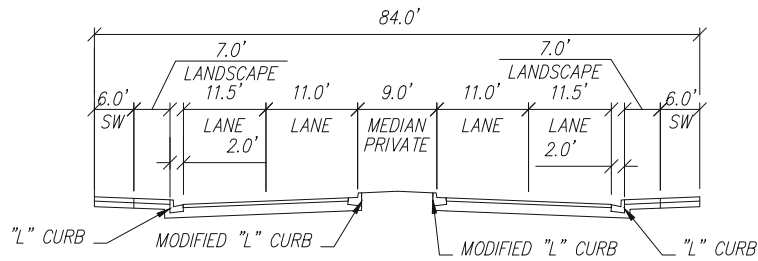
EXHIBIT C-III
 4/18/2016
 ROADWAY EXHIBIT
 PAGE 1 OF 6



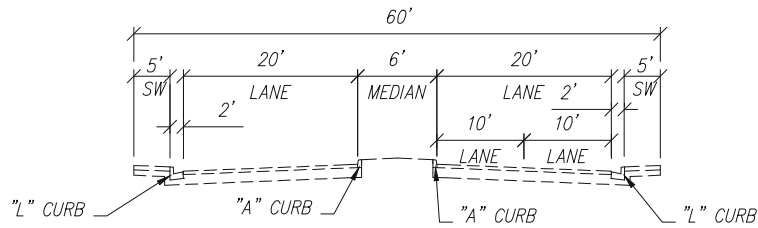
DIR-70539

CLV65-000871
 0871

10938

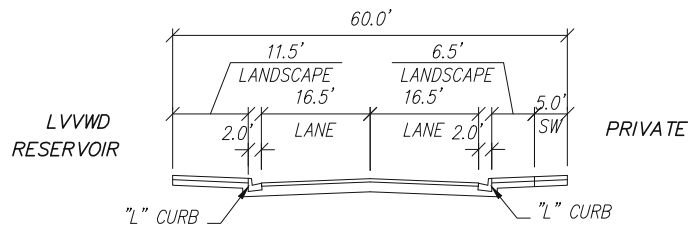


SECTION A-A: THE TWO FIFTY DRIVE EXTENSION
NO SCALE



SECTION B-B: EXISTING ALTA CONNECTOR
(NORTH ENTRANCE)-EXISTING PRIVATE ROADWAY*
(DEVELOPMENT AREA 1 AND 2)
NO SCALE

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



SECTION C-C: ALTA/RAMPART CONNECTOR (EAST ENTRANCE)
(DEVELOPMENT AREA 1 AND 2)
NO SCALE

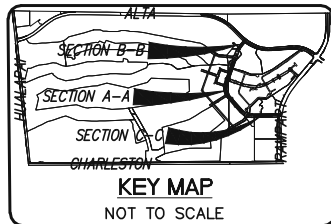


EXHIBIT C-III

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

PAGE 2 OF 6

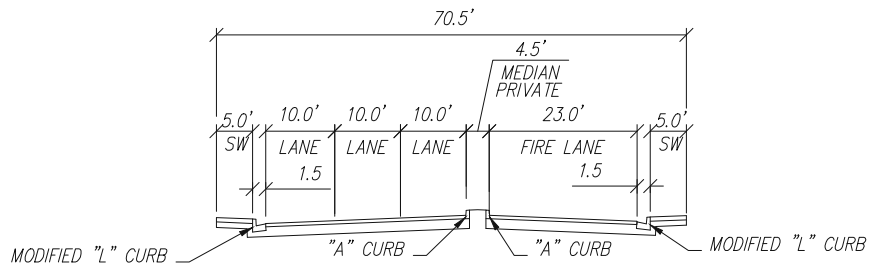
DIR-70539

PR.1-70

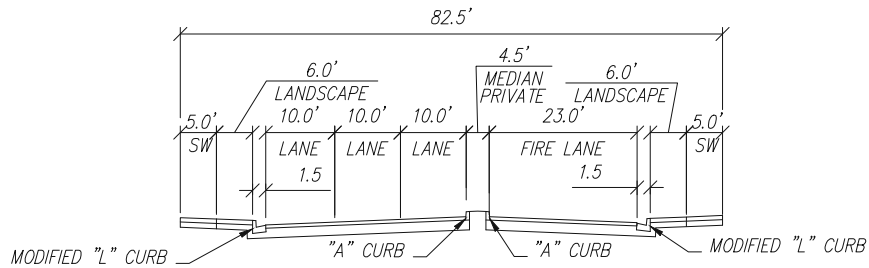
CLV65-000872

0872

10939



SECTION D-D: RAMPART ENTRANCE
NO SCALE



SECTION E-E: RAMPART ENTRANCE
NO SCALE

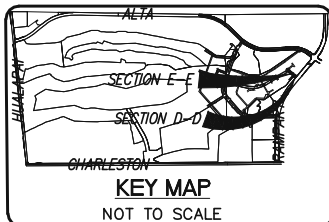


EXHIBIT C-III

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

PAGE 3 OF 6

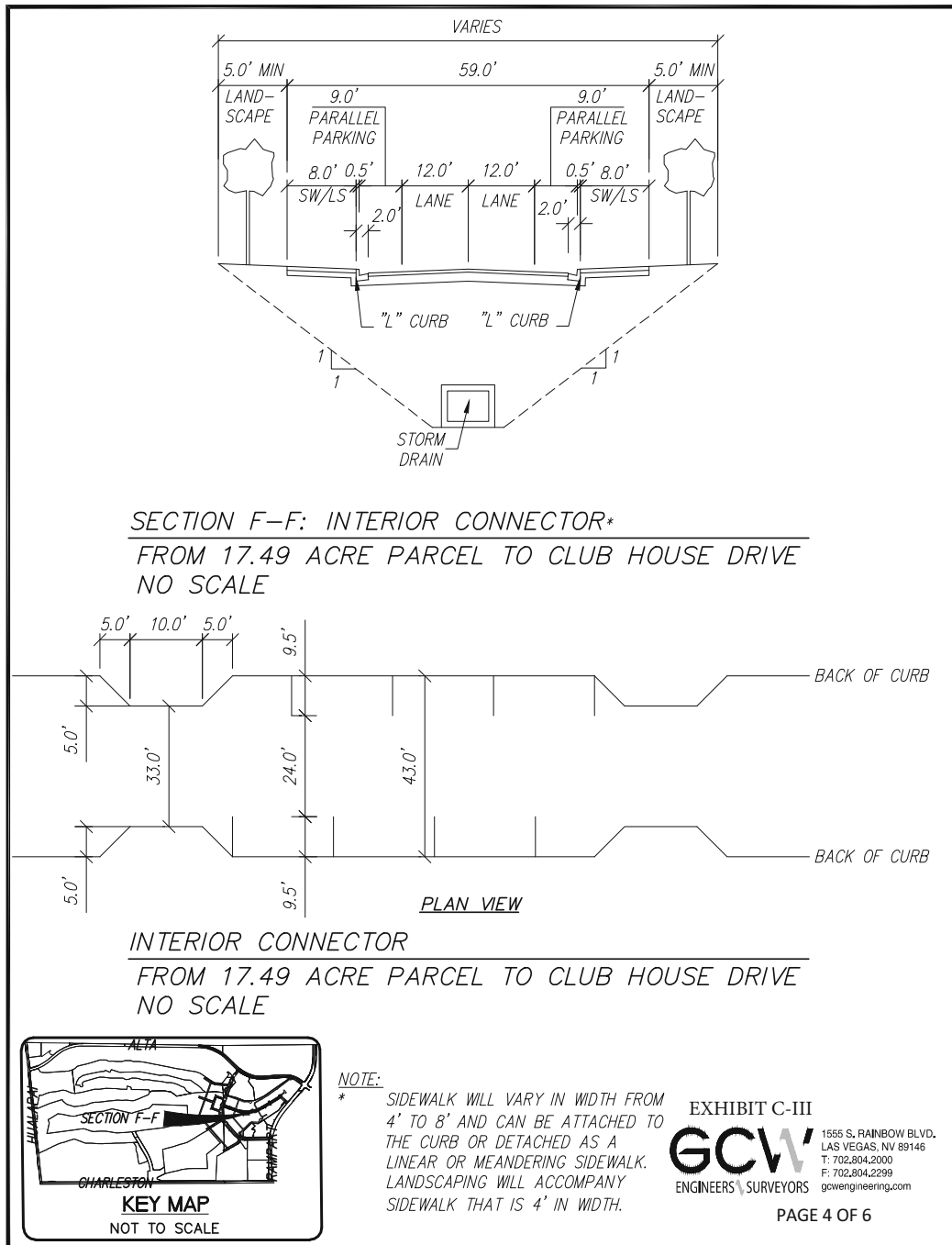
DIR-70539

PR.1-70

CLV65-000873

0873

10940

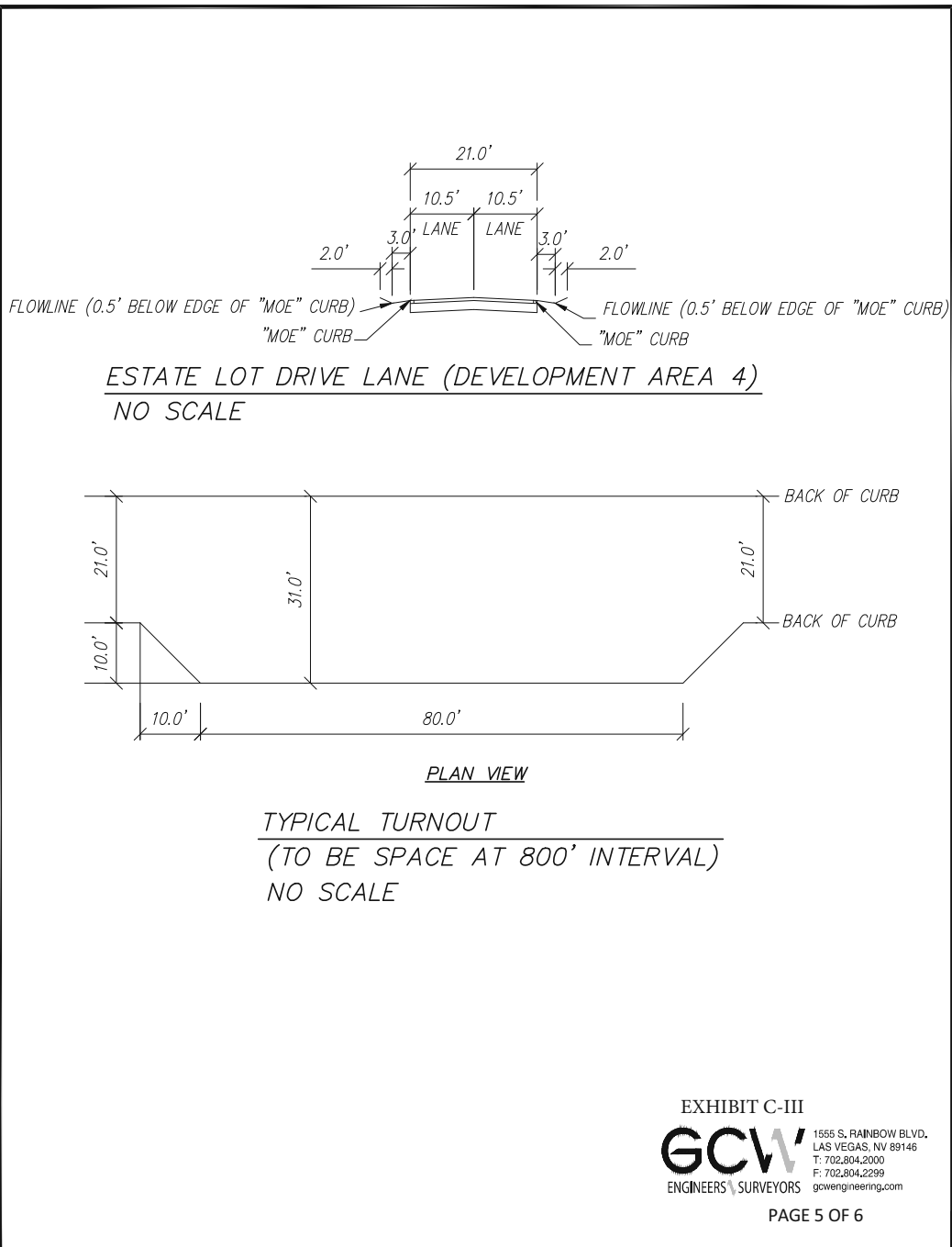


DIR-70539

PR.1-70

CLV65-000874
0874

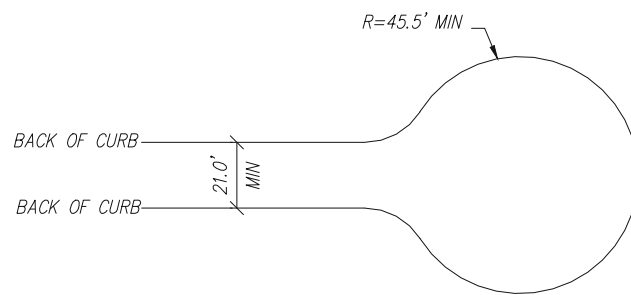
10941



DIR-70539 PR.1-70

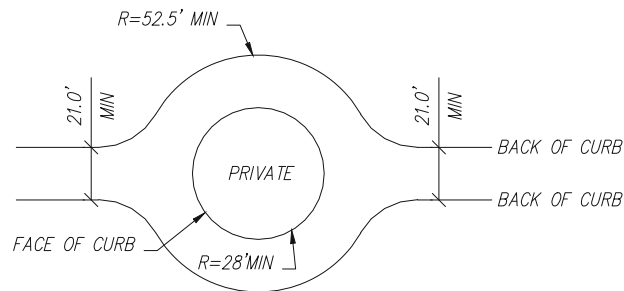
CLV65-000875
0875

10942



PLAN VIEW

FIRE ACCESS REQUIREMENT
NO SCALE



PLAN VIEW

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

EXHIBIT C-III

GCV 1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
ENGINEERS SURVEYORS gcvengineering.com

PAGE 6 OF 6

DIR-70539

PR.1-70

CLV65-000876
0876

10943

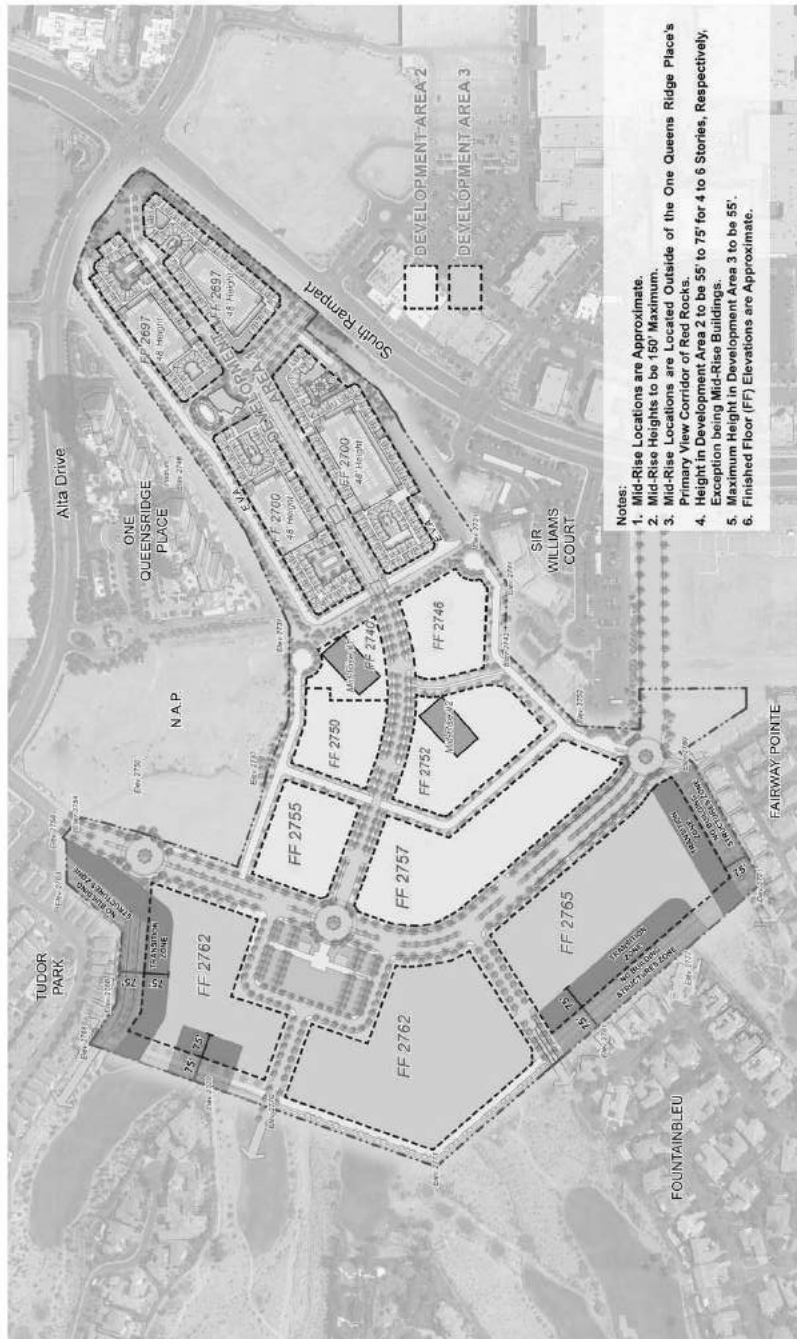


EXHIBIT C - IV

DEVELOPMENT AREAS 2 & 3 CONCEPTUAL PAD PLAN

CONCEPTUAL PAD PLAN



MAY 2017

DIR-70539

DEVELOPMENT PHASING		EXHIBIT D	
The Development Phasing time frames included in this Exhibit D are estimated. Actual time frames may vary based on entitlement approvals, market conditions and unavoidable delays.			
Description	Completion Milestone	Commencement	Duration
Development Areas 1-3			
<ul style="list-style-type: none"> Development Areas 1, 2 and 3 and/or their respective parts, shall be developed as the market demands, in accordance with this Development Agreement, and at the sole discretion of Master Developer. Mass Grading, Drainage Infrastructure (box culverts and/or open channels or both), Sewer Mains, Water Mains 			
<ul style="list-style-type: none"> The Two Fifty Drive Extension (also referred to as Clubhouse Drive extension) 	Prior to the approval for construction of the 1500th residential unit (or group of units that includes such permit).	As soon as all applicable permits are obtained.	6-12 months
<ul style="list-style-type: none"> Traffic Signal at Rampart at Development Area 1 entrance 	As soon as possible pursuant to updated traffic studies.		
<ul style="list-style-type: none"> The Seventy Open Space shall be constructed incrementally in conjunction with the construction of the multifamily units in Development Areas 1-3. 	The 2.5 acres of privately owned park areas will be completed prior to the approval for construction of the 1,500th residential unit (or group of units that includes such permit).		
Development Area 4			
<ul style="list-style-type: none"> Development Area 4 has 7 Sections designated as A-G. The order in which they will be developed and homes constructed on any Custom and/or Estate Lots, will be market driven, in accordance with this Development Agreement, and at the sole discretion of Master Developer and not A-G sequence. 			
<ul style="list-style-type: none"> Development Area 4's Sections A-G: grading, utilities, drainage infrastructure (box culverts and/or open drainage channels or a combination of both which will be located in Sections A and D), access points, access ways (defined as "rough roads") and landscaping. 	The drainage infrastructure which will be located in Development Area 4's Sections A and D will be completed prior to the approval for construction of the 1,700th residential unit (or group of units that includes such permit).	As soon as all applicable permits are obtained.	6 - 9 months per Section (except for Sections A & D which will be 9-12 months); once work described herein commences on a particular Section, such work will proceed until completion. Stockpiling and placement of fill material does not constitute commencement of work.
Notes:			
Golf course operations have been discontinued on the Property. Master Developer may water and rough mow the Property or clear and grub the Property in accordance with all City, Health District and Department of Air Quality regulations and requirements. Developer will use best efforts to continue to water the Property until such time as construction activity is commenced in a given area.			

PR170542
05/24/17

5/22/2017

DIR-70539

CLV65-000879

0879

10946

EXHIBIT “MM”

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

DEPARTMENT: PLANNING

DIRECTOR: ROBERT SUMMERFIELD, ACTING

☐ Consent ☒ Discussion

SUBJECT:

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

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

70

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

51

RECOMMENDATION:

Staff recommends APPROVAL

BACKUP DOCUMENTATION:

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

Motion made by STEVEN G. SEROKA to Deny

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

Minutes:

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

CLV65-000880

0880

10948

CITY COUNCIL MEETING OF: AUGUST 2, 2017**Appearance List:**

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

CLV65-000881

0881

10949

CITY COUNCIL MEETING OF: AUGUST 2, 2017

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



CLV65-000882
0882

10950

EXHIBIT “NN”

**DISTRICT COURT
CLARK COUNTY, NEVADA****Other Judicial Review/Appeal****COURT MINUTES****February 15, 2019**

A-18-775804-J 180 Land Company LLC, Petitioner(s)
vs.
Las Vegas City of, Respondent(s)

February 15, 2019 03:00 AM All Pending Motions

HEARD BY: Sturman, Gloria **COURTROOM:**

COURT CLERK: Shell, Lorna

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

This matter came on for argument on January 15, 2019 on the Motion to Dismiss filed by the City of Las Vegas (City) and Opposition/Counter motions to allow a More Definite Statement/ or for Stay/ and/or for NRCP 56(f) relief filed by Plaintiff 180 Land Co. (Landowner), supplemental briefing having been provided by the parties and the matter having been taken under advisement COURT HEREBY FINDS as follows:

COURT ORDERED, City's Motion to Dismiss GRANTED IN PART as to the Petition for Judicial Review only on the grounds of issue preclusion; Judge Crockett having decided the same issue in his Order issued in A-17-752344 and as that decision is currently on appeal, the dismissal herein is WITHOUT PREJUDICE should that decision be overturned.

COURT FURTHER ORDERED, Landowner's Countermotion for a More Definite Statement and/or for Stay and/or 56(f) relief DENIED AS MOOT as to the Petition for Judicial Review; however, the Complaint on file herein states alternative claims for Inverse Condemnation which may proceed in the ordinary course.

Counsel for the City shall prepare an Order in accordance with this minute order and provide counsel for the Landowner an opportunity to review for form and content, within 30 days from this date.

CLERK'S NOTE: A copy of this minute order was e-mailed, mailed, or faxed as follows: James Leavitt, Esq. (Jim@kermittwaters.com) and George Ogilvie, Esq. (gogilvie@mcdonaldcarano.com) ./ls 02-15-19

EXHIBIT “OO”

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

1 **ITEM 8 - PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE**
2 **LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE**
3 **HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD.**
4 **THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY**
5 **SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED**

6

7 **ITEM 53 - DIR-70539 - ABEYANCE ITEM - DIRECTOR'S BUSINESS - PUBLIC**
8 **HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on**
9 **a request for a Development Agreement between 180 Land Co, LLC, et al. and the City of**
10 **Las Vegas on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard**
11 **(APNs 138-31-201-005; 138-31-601-008; 138-31-702-003 and 004; 138-31-801-002 and 003;**
12 **138-32-202-001; and 138-32-301-005 and 007), Ward 2 (Seroka) [PRJ-70542].**

13

14 **ITEM 31 - Bill No. 2017-27 - ABEYANCE ITEM - For Possible Action - Adopts that**
15 **certain development agreement entitled "Development Agreement For The Two Fifty,"**
16 **entered into between the City and 180 Land Co, LLC, et al., pertaining to property**
17 **generally located at the southwest corner of Alta Drive and Rampart Boulevard.**
18 **Sponsored by: Councilman Bob Beers**

19

20 **Appearance List:**

21 CAROLYN G. GOODMAN, Mayor
22 GINA GREISEN, representing Nevada Voters for Animals
23 ERIKA GREISEN, representing Nevada Voters for Animals
24 RICKI Y. BARLOW, Councilman
25 BRAD JERBIC, City Attorney
26 ROBERT SUMMERFIELD, Acting Planning Director
27 CHRIS KAEMPFER, Attorney for the Applicant
28 STEPHANIE ALLEN, Attorney for the Applicant
29 UNIDENTIFIED MALE SPEAKER

Page 1 of 155

CLV65-000884
0884

10954

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

577 If you were to vote yes today, these are the things that can happen. You'd have a binding
578 contract for 20 years with probably the best developer in this Valley, in – our humble opinion.
579 We all know he does wonderful work. I've put it on record before, so I'm not going to repeat that
580 today. But, that corner shows you the type of work that Yohan and EHB Companies does. So,
581 you're guaranteed, if you vote yes, 20 years with him to develop beautiful homes, at the corner,
582 that's a very special location and has the ability to have something very special.
583 The universal plan that's predictable, so you'll know what you're getting for 20 years. Everyone
584 in that community will know.
585 The return of certainty to the adjacent communities, to Queensridge, One Queensridge Place,
586 Tudor Park, Ravel Court, all of those areas that we've worked with hard over the last two years
587 to make sure that we're – addressing their concerns and we're making a great community for
588 them, not just for these new property owners.

589

590 **CHRIS KAEMPFER**

591 And, if I might interject, that's the one thing that we hear continually from people who are trying
592 to sell their homes, people say, well, what's happening to the golf course? And, they go, with
593 their, honest, they say, I don't know. Now, they'll be able to say, well, behind my home is a two-
594 acre lot at a minimum. It could be higher than that, but it's a minimum two-acre lot. That's the
595 kind of certainty that will allow these home values to be regained on these homes, for those who
596 want to leave, to be able to sell at a fair, fairer price.

597

598 **STEPHANIE ALLEN**

599 The assurance, as I mentioned, that there'd be only 65 homes on 183 acres. The assurance of over
600 100 acres of open – space and vegetation that just will not come with piecemeal development.
601 That's a reality. It will not happen.
602 The non-recurring revenue of almost \$20 million and \$3 million each year to Clark County
603 School District, which is part of our report that we had Restrepo Financial Group do, and it's part
604 of the record already.

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

605 A financial contribution that also includes non-recurring revenue of \$17 million and over \$2.4
606 million in annual revenue to the City of Las Vegas. And the creation of over 10,000 jobs. So
607 you're gonna put people to work on this development and have some quality – homes built and
608 added to the City of Las Vegas.

609 If you vote no today, you have continued uncertainty. You'll have piecemeal development, and
610 this Council voted against piecemeal development. You asked us for two years to come to you
611 with a universal plan. We're here in good faith asking for you to vote on this project today, up or
612 down, so that we can move on and decide what to do with this property.

613 You'll have no contractual obligation by the developer. It will be whomever (sic) is developing
614 at that time. The assurance that the property may never be developed will go away, as large
615 estate lots and the vast open space and the vegetation, and the wealth migration will possibly de',
616 and possible decrease in home values will continue. As The Ridges continue to develop –, the
617 other developments in Summerlin continue to be improved, this community can potentially
618 decline.

619 So with that said, I'll turn it back over to Chris. But we've done what you've asked. We've done
620 what this Council has asked. We've worked closely with your Staff. We've worked closely
621 with your City Attorney's office. We've made so many changes to try to get to the place that
622 we're at today.

623 Your staff recommends approval of the agreement. Your Planning Commission recommends
624 approval of the agreement. This isn't an agreement that is compatible and comparable, as Chris
625 mentioned. This is a wonderful agreement that – is a betterment for the entire community, if
626 approved. So we appreciate your consideration.

627

628 **MAYOR GOODMAN**

629 Thank you both for your efforts. And (inaudible) resolve this –

630

631 **CHRIS KAEMPFER**

632 Your Honor, I just, I, at the end of the opposition, if I could just have three to five minutes, very
633 briefly, to respond to anything, so –

Page 23 of 155

CLV65-000886
0886

10956

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

910 have, thus far, in making, I mean, you are not allowed to abstain on these things, unless you have
911 a vested interest?

912

913 **COUNCILWOMAN FIORE**

914 Okay. So, as we've been through this process, and as I've met with Mr. Binion, and I've met with
915 the developers and I've met with many, many people that live in the Badlands, and I have my
916 own issue in Ward 6 with a golf course, what I see is if we push this issue today the way that our
917 attorney, Mr. Jerbic, had, you know, given us these options, I'm just concerned with three things
918 that I spoke with the Badlands' residents with, and that's the quality of life, keeping the property
919 values, and how the construction would impede in the access.

920 Those are my three biggest concerns to make sure that the Badlands residents have. Those were
921 my three big issues, and those are the things that I gave my word on that I would fight for. And
922 as I, as a brand new Councilwoman, sit here and look at property values, especially for some
923 folks that aren't moving out of Badlands, they're staying there till they die, and they're building.
924 So with a dead golf course or with a golf course that's full of desert, with no, like what's
925 happening, those property values are not gonna come up.

926 So, if I were to vote to kill this today, I would be, basically, not committing to my obligation to
927 make sure that the Badlands property values stay up. In order for me to make sure that all parties
928 here will get along, and now this is only my second Council meeting, and we're getting up to
929 speed on this, I would definitely request 30 more days, because if we vote the wrong way today,
930 it's gonna impact your lives for the next decade or two. If we do not fix the golf course issue, if
931 we do not make the south entrance pretty, if we do not increase those property values, we're all
932 in trouble.

933 So I really think, you guys have been battling for two years, and I'm sorry, but egos aside,
934 pettiness aside, put your egos away for a minute and give us 30 days. Why? Because if the
935 developer walks away, the property values, we're done. Badlands is done. Okay? That's my
936 biggest concern.

937 My promise to the residents of Badlands was three things: keeping those property values, the
938 quality of life, and what is the construction going to, the access. How is it going to impede on my

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

939 friend Jack Binion's life? So, with those three promises, I cannot today vote up or down. I really
940 request 30 days.

941

942 **MAYOR GOODMAN**

943 Okay. Councilman, I see your finger, please.

944

945 **COUNCILMAN COFFIN**

946 Thank you. My finger was twitching. Thank you. I have been the beneficiary of following this
947 for two and a half years since the first meeting I had with the developer at a coffee shop on
948 Rancho and Charleston. And, the map pretty much looks the same as it did then. There have
949 been concessions made by the developer. They are, I think, naturally occurring kinds of
950 concessions you would make when you're trying to do something.

951 The – investment base here is not a whole lot of money, actually. I know that the, they spent
952 more than \$10 million to buy this land. It was a land play, you know, basically, not knowing for
953 sure if they would get permission to build. They found a cheap piece of land, and they bought it.
954 And, that's their score, and that's a good thing, that's a good business move.

955 But you have to be careful about all those kinds of things, 'cause you do need permission to do a
956 lot of things in this Valley and you have for a century. So it isn't just like you can come in and
957 change and wow the Council and say: Well, everything is gonna move aside for us because we're
958 big and we can do this, 'cause look at the houses we've built.

959 Now it isn't that way, because the houses that are built already in there deserve consideration.

960 The people in there deserve consideration. And I know a lot of them, it's true, having grown up
961 in this town. But having grown up in this town, it also causes me to be upset, in a personal way,
962 about what, what's happened here. I gotta tell you, Mayor, that I do support some sort of
963 development agreement. I do. But not this one, though. I just can't see this one either.

964 Nine months ago, I met with the developers two times at their invitation. And I gave them what I
965 thought was a reasonable way to go, from my standpoint, to get my vote, which would have been
966 a combination building, and actually pretty high density, but because of an appearance sake, they

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

967 didn't want to venture into any kind of drawings even to explore my idea. So they cast that aside
968 by just ignorance, not ignorance. I should say they ignored it or benign neglected it.
969 And, so, we had meetings at the first of the year, still no progress. Then an election came along.
970 And I had been hearing about all of the tales that the homeowners had been saying about stories
971 they'd been getting from the developer, this changes, that changes, nothing consistent, and –
972 almost like a mean character. Well, I didn't understand that either, because I wasn't the
973 beneficiary of this kind of an attitude from the developer. They were just here trying to make a
974 buck.
975 But anyway, in that meeting in November that we had, a Council meeting, I brought up, and the
976 developer was kind enough to bring up an aerial photo of this land before it was Peccole
977 property. It was natural land. It had a, some arroyos with growth in them, which meant it was
978 supporting fauna, not just the flora that was growing there, but the fauna.
979 And then you look at what the Peccole people had done, and that is, they had developed that land
980 to the fullest extent possible, preserving the desert landscape, the natural scape, the life of the
981 desert. To me, that was important, and yet it still could be developed if you paid attention to
982 some of those things that had been done before.
983 And I, this new developer scoffed at that. In fact, I think one of the developer's family (sic) came
984 up here and scoffed at me and said: Well, you have, all you care about is trees. Well, I guess we
985 could have added rabbits and squirrels of all kinds unique to the desert. We could have added all
986 kinds of life then. But that was then. Now you see they're dying, because of the, frankly,
987 inappropriate action, I think, of an ambitious developer. And I think if they curbed their ambition
988 some and got a little more friendly with the homeowners, maybe, just maybe we could get to a
989 development agreement.
990 Well, Your Honor, I got a really nice peak at the character of the developers, though, back in
991 March, when they started a slander campaign against me –, saying that I was anti-Semitic, that I
992 was, it was impossible for me to make a decision here. I, it was not possible for me to vote, and I
993 should recuse myself, because I didn't like Jews, because the developer, one of them at least, is
994 Jewish.

CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31

1193 **MAYOR GOODMAN**

1194 All right. So what –

1195

1196 **DOUG RANKIN**

1197 So – as I truncated my presentation, and it won't be very long, Mayor, trust me, consistency is
1198 defined by your Zoning Code. Consistency, with the General Plan means not only consistency
1199 with the plan's land use and density designations, but also consistency with all policies and
1200 programs of the General Plan. It's defined by the Zoning Code what consistency is, PR-OS does
1201 not allow that density.

1202 And, finally, as I said, we – worked to be brief. The application is deficient. The development
1203 agreement requires plans for traffic to access Rampart through the Las Vegas Valley Water
1204 District. There is no agreement with the Las Vegas Valley Water District to have that easement.

1205

1206 **MAYOR GOODMAN**

1207 No, I think we know that. We know that. We have letters from them denying that.

1208

1209 **DOUG RANKIN**

1210 Pursuant to your Zoning Code, a development agreement or any development application must
1211 include all parties that are privy to that application.

1212

1213 **MAYOR GOODMAN**

1214 Yes, we do know that.

1215

1216 **DOUG RANKIN**

1217 They must sign and acknowledge the application before you.

1218

1219 **MAYOR GOODMAN**

1220 Right –.

CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31

1221 **DOUG RANKIN**

1222 They have not done so. The application is deficient and defective. It cannot be acted upon.

1223

1224 **MAYOR GOODMAN**

1225 Thank you.

1226

1227 **DOUG RANKIN**

1228 And that concludes my presentation. I have –

1229

1230 **MAYOR GOODMAN**

1231 Give those to the Clerk. If you would (inaudible) –

1232

1233 **DOUG RANKIN**

1234 – items for the Clerk for the record.

1235

1236 **MAYOR GOODMAN**

1237 Thank you very much, Mr. Rankin.

1238

1239 **GEORGE GARCIA**

1240 Thank you, Mayor, Council. George Garcia, 1055 Whitney Ranch Drive, Suite 10. And,

1241 certainly, welcome Councilwoman Fiore and Councilman Seroka as new members to the City

1242 Council. Pleasure to be before you.

1243 Mayor, maybe I think it would help as you, after I'm done, I'm gonna get into my presentation,

1244 but – since this question has arisen about the 30-day continuance, perhaps, that you may discuss,

1245 if you – do go for it, I think it would be clear, because the discussions I heard yesterday and, you

1246 know, we had these discussions with you and Brad, one of the premises that I heard was that it

1247 would start with there's up to 2100 units where the discussion would begin.

1248 And I would think, and I know talking with my client, that if there – was ever going to be a

1249 discussion, it doesn't start with determining what the outcome is and saying, okay, you get to

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

1250 discuss how you get there. I think the – discussion should start, as I think Councilman Coffin
1251 suggested, starting with where do the residents come from. You can't start at 2100, where the
1252 developer may want to end up, and then figure out how to get there. I think you have to have a
1253 discussion, and there's a process of steps and a framework where you might get there.
1254 But with that being said, this particular development agreement's, as we know, goes back to,
1255 first off, it has to be consistent, as Mr. Rankin just told you, with the PR-OS. And that PR-OS,
1256 the parks, recreational, and open space goes back and is consistent with the Peccole Ranch
1257 Master Plan. And we discussed this over the last two years, and all those documents and things
1258 associated with all the elements associated with the Peccole Ranch modifications and the
1259 Badlands applications all should be brought into the record yet once again.
1260 But referring to, this was right out, and I know you've seen this many times, but it's – critical,
1261 because it is – an important part of the record, which is, this is part of the Peccole Ranch Master
1262 Plan from 1990, when this was officially commenced and started. Two applications, one was the
1263 Master Plan, one was the zoning application.
1264 In the Master Plan, there's (sic) some specific documents and exhibits that I've pulled out here,
1265 but they're all fully in the records we've provided before. But in that is, again, the open space and
1266 drainage is clearly identified here, golf course drainage, and it refers to a golf course open space
1267 and drainage in the text as well.
1268 And was always clearly articulated that what was then initially about 212 acres allowed for
1269 absolutely no net units. In this column here, net units, and there's none. All of those net units are
1270 either single-family or multi-family in those two rows, and in this final column the net units. So
1271 there was never, ever contemplated to be residential allowed in there, let alone certainly the –
1272 hotel and commercial.
1273 That absence is basically why the City, in its General Plan Amendment in '92 said, consistent
1274 with what we've already approved in the Master Plan and in – the zoning, consistent with that,
1275 we're going to make the land PR-OS. And that has existed, and that is the history that everybody
1276 has relied on in purchasing and buying and selling property and building their homes since then.
1277 The Peccole Ranch Master Plan, this is out of the 2020 Master Plan Land Use element, this is
1278 about major modifications, and you do not have a general plan amendment to change the PR-OS,

Page 46 of 155

CLV65-000892
0892

10962

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

1279 and you do not have a major modification. But it specifically says in the southwest sector,
1280 Peccole Ranch, in this red box I identified here, is a master development plan area located within
1281 the southwest sector. And it calls it out on the map.
1282 And then it goes on to say that in order to have major modifications of master development
1283 plans, we just heard Peccole Ranch is a master development plan, so modifications of master
1284 development plan and development standards, it basically says that if you're going to modify that
1285 plan, you have to do a major modification. So not only do you need the general plan, you need
1286 the major modification. And this all goes on then further in excerpts out of the Master Plan to
1287 talk about what you need to do and how you need to do it.
1288 So while this one chart here on this other portion, where it talks about major modifications in
1289 these other special areas, Peccole Ranch is still a master development plan that requires a major
1290 modification. Even though it's not in this group category, it is in the other master development
1291 category. So, either way, it does require a major mod.
1292 The zoning – that coincides with that plan that was done in 1990 is Z-1790. And Z-1790 has a
1293 specific condition of approval. That's what we see here. This is the City's letter, City letterhead.
1294 It specifically says a maximum of 4,247 dwelling units be allowed in – this Peccole Ranch Phase
1295 II, which we call Queensridge, and Badlands is all a part of.
1296 You have an application before you already at this point that numerically, given the units that
1297 have been built in single-family and multi-family alone, already exceeds the multi-family
1298 designation allowance that was considered on that chart I just showed you and is contemplated
1299 here in this condition of approval for 4247 units. You can't alter this condition of approval
1300 without going back and changing that which was originally done. This has never been altered.
1301 That chart, the Master Plan, or this document, these are the guiding documents.
1302 And if we look at what we see today, essentially there's, what I've just showed you is the net
1303 units available under multi-family is already in the hole about 152 units. You have, pending
1304 before you, another application on the southeast corner of – Rampart and Alta, where Calida
1305 wants to be a portion, get a portion of property that, developed for multi-family. That will put
1306 you an additional 360 units in the hole for bringing up the –, basically, deficit in the multi-family
1307 category, exceeding the multi-family allowance that was in this chart by now over 500 units.

Page 47 of 155

CLV65-000893
0893

10963

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

1308 Critical to any – development agreement, let alone a project of major – regional significance, and
1309 this was contemplated by the state and by, as well as by the local ordinances, projects of
1310 significant impact, and this qualifies as a project of significant impact, it would be anything that
1311 has 500 or more dwelling units. Well, we're clearly way over 500 units.
1312 And I don't know how you can say that this is not required. There is not development impact
1313 notice and assessment. And they basically, that is absolutely required when any contemplation of
1314 development in excess of 500 units. And clearly, if we're talking whether it's 2,000, 2100 or
1315 whatever that number turns out to be, it's well over the 500 on The Two Hundred (sic) Fifty.
1316 That is still absent today and again creates that defective application.
1317 So it, and just simply in conclusion, that if you're going to ultimately get to a development
1318 agreement, this one we believe is flawed both in substance for all the reasons that are going to be
1319 discussed after I'm done, but the substance of it is flawed. But, procedurally, more important
1320 right now, I don't believe you could even consider it.
1321 So your 30 days is probably not going to be enough, because you need to get a general plan
1322 amendment, a major mod as part of the outcome of whatever, so if you don't, so whether it goes
1323 forward and gets continued or whether it's denied, and you can always restart a development
1324 agreement. There's no without prejudice necessary or with prejudice. It doesn't make any
1325 difference. It could be restarted. If you denied it today, it could be restarted tomorrow and
1326 brought back before you in short order. So, while the negotiations are going, you could certainly
1327 restart an ordinance development agreement once that's ready. Nothing would be lost. Thank
1328 you, Mayor.
1329
1330 **MAYOR GOODMAN**
1331 Thank you, Mr. Garcia.
1332
1333 **COUNCILMAN COFFIN**
1334 (inaudible)

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

1362 **COUNCILMAN BARLOW**

1363 Yeah, right in the middle.

1364

1365 **MAYOR GOODMAN**

1366 Yeah. But you have to move the microphone so everybody can see.

1367

1368 **FRANK SCHRECK**

1369 If you take a look at this statute, it's unequivocal. It says the governing body may, if it finds that

1370 the provisions of the agreement, that's the development agreement, are consistent with the

1371 Master Plan, it may approve the agreement by ordinance. It has to be consistent with the General

1372 Plan. It's been shown it clearly isn't consistent with the General Plan. The General Plan has the

1373 golf course at PR-OS, has had for 25 years. And it has no residential. Now, it's proposed to put

1374 2100 residents, plus a hotel, plus commercial. That's inconsistent with the General Plan, and until

1375 you amend that General Plan to allow that type of zoning, you can't go forward with this

1376 application.

1377

1378 **COUNCILWOMAN FIORE**

1379 Your Honor –?

1380

1381 **FRANK SCHRECK**

1382 Now –

1383

1384 **COUNCILMAN COFFIN**

1385 Excuse me, Frank –

1386

1387 **MAYOR GOODMAN**

1388 Please.

1389

1390 **FRANK SCHRECK**

Page 50 of 155

CLV65-000895
0895

10965

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

1391 Yes –

1392 **COUNCILWOMAN FIORE**

1393 Hi, Mr. Schreck. Thank you so much for beginning so strongly. However, as a new City
1394 Councilwoman, what you're telling me is my staff is not advising me correctly.

1395

1396 **FRANK SCHRECK**

1397 That's exactly what I'm telling you.

1398

1399 **COUNCILWOMAN FIORE**

1400 Okay. So, with you saying that, do you find it not okay for me to ask for 30 more days of
1401 clarification?

1402

1403 **FRANK SCHRECK**

1404 If the 30 days of clarification is anything like we heard came in out of the meetings yesterday,
1405 and I think it's already been mentioned that the idea is we start from 2100 and start from a hotel
1406 and we start from commercial and that's where we start negotiating from. Where this should go
1407 back is square one, where the City helps, but doesn't interfere, and the developer and the
1408 residents get together and try to work something out. None of us believe that development can't
1409 occur. There's a process you have to go through, a major modification and a general plan to put
1410 residential on there. We all believe that something needs to take place, because we need
1411 something he has.

1412

1413 **COUNCILWOMAN FIORE**

1414 So was there any plans prior to this plan, like let's say back in the late 2000s, '08, '09 to develop
1415 this property?

1416

1417 **FRANK SCHRECK**

1418 The only –

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

1448 we need a plan, and we need to fix the – development. So, is it unfair to ask for our Planning and
1449 our folks, whom I have a lot of faith in and whom (sic) have been really working hard with me
1450 day and night on this particular issue, for more time?

1451

1452 **FRANK SCHRECK**

1453 If – we start from square one, if we're not starting from – the point of which he has 2100 units
1454 and he has an, a hotel and he has 15,000 square feet of commercial with a tavern and stuff in a
1455 residential community that's been master planned for 25 years, that'll be fine.

1456 But if you think we have a lot of confidence and faith in your staff, and I'm not talking about the
1457 staff that wrote the Staff Reports for the first application in January of 2016 or the staff that
1458 wrote the Staff Report for the applications in July of 2016. Those were professional. They were
1459 thorough. They were detailed, and they all said the same thing. There is no residential that can be
1460 built on the golf course, unless you do a major modification first of our Master Plan and then a
1461 general plan amendment.

1462 Guess what happened? After that period of time, that staff got compromised or pushed out of the
1463 way.

1464 And let me show you what the final result is. If you want to know why we get angry, okay, at
1465 staff, and don't think that Mr. Jer', Mr. Perrigo should be involved in these conversations
1466 anymore, I'll say first of all, three or four days after this Council met on the 21st of June,
1467 Mr. Jerbic met with – Elaine Roesener and Jack Binion and brought to them a plan, a plot of
1468 showing the golf course that was prepared by the developer, that showed 1900 houses crammed
1469 into it and basically said: Look it, he has a right to build 2100, and if you guys kind of don't get
1470 on – board with this and do this, this is what can happen to you. And then they asked: Well, how
1471 did you get to 20 –

1472

1473 **COUNCILWOMAN FIORE**

1474 So listen, I've just gotta interrupt you, because I can see you're long-winded, so, and that's okay.

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

1504 **COUNCILWOMAN FIORE**

1505 That's not what they've told me. They said they want it fixed.

1506

1507 **FRANK SCHRECK**

1508 We want it fixed, but it's not going to be fixed by immediately grading and scraping the golf

1509 course away. There is – no obligation in that development agreement for this developer to build

1510 one single thing in a 20-year period, not an obligation to build anything, but he will go grade it.

1511 And so we'll not only have, we won't the dirt. I mean, we won't have the grass there. We'll have

1512 dirt. And we'll have graders, and we'll have dump trucks and stuff. That's, we'd rather have none

1513 of that than – just go ahead and allow this to be approved the way it is.

1514 But just tell, let me just show you why it is that we are, get frustrated and are concerned. You

1515 have a Staff Report –, Mayor, on this application right now, okay, which does not provide for a

1516 general plan amendment, which every single application that has been filed by the developer

1517 with every single one, there's seven or eight or nine all required, and all had applications for a

1518 general plan amendment and most of them with modifications.

1519 Now, they said that there's not one needed. And you look at what the Staff Report says. Here it

1520 is. I want you to, can you see this? Because I think it –, it's important for you to look. My

1521 understanding is that the staff, in doing a staff report, is to provide you with accurate information

1522 so you can make a reasoned judgment, based upon facts. That's the way I understand the system

1523 to work.

1524 Here's what they say as to basically why there is no general plan amendment in this. Now, we all

1525 know why there's no general plan amendment, because when it was determined that very

1526 possibly Councilman Beers may not win his election, they wanted to get this on the June 21st

1527 agenda, and you couldn't do that because it took 90 days to get a general plan amendment on

1528 that, would have kicked it into July. So it was coming on in June, and you know it was forced on

1529 into June. It was the only item on the Planning Commission agenda in June that was put on the

1530 following week, nothing else, just ours.

1531 But here's what this says. And this is why, if I was, used to be a Nevada Gaming Commissioner.

1532 And if I received this, I would be extremely angry. Here's what it says: Nevada Revised Statutes,

Page 55 of 155

CLV65-000898
0898

10968

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

1645 and more of this, because were I the developer, I would have packed up my marbles a long time
1646 ago and said: Here's the land. I purchased it. I'm going to go sell it. I've had it.

1647

1648 **FRANK SCHRECK**

1649 You know what, Mayor? You know what my response, 'cause I've had this question asked a lot,
1650 and a lot of my neighbors that we've said —

1651

1652 **MAYOR GOODMAN**

1653 And what's the end? They want to know what's the end.

1654

1655 **FRANK SCHRECK**

1656 The answer – is real simple. They don't want 2100 units of density. They don't want a hotel.
1657 They don't want 15,000 square feet of residential. We don't know if these other sites will ever be
1658 built, the 65. There are seven sites left right now that have been there for 10 years or more that
1659 aren't developed. So we don't know. And especially with the competition that's now The Ridges
1660 and the other places. So –

1661

1662 **MAYOR GOODMAN**

1663 And what's happening to golf courses everywhere is they are moving on to other types of
1664 development. I'm concerned, were I a resident, what's coming. At least we've been working so
1665 hard to try to bring this about so it does satisfy, and I do hear from our Councilwoman and tend
1666 to agree with that –

1667

1668 **FRANK SCHRECK**

1669 We – (inaudible) agree with that –

1670

1671 **COUNCILWOMAN FIORE**

1672 Mayor, you know what? I know that you're in charge of the time, but I've heard enough. I get it.

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

1757 You are telling us the whole thing's flawed and get rid of them, and so that's your opinion. And
1758 it may end up with that, which means all the residences, who knows what you're going to have in
1759 5 years, 10 years, 20 years, 30 years; it may just sit like that because of all the lawsuits that sit on
1760 the property. And if I were a developer, I can assure you, it would not be the piece I want to
1761 come in and develop. So, I'm just speaking to you from that perspective, which is why I begged
1762 for legal to stand back one month and let us try.

1763

1764 **FRANK SCHRECK**

1765 I'm talking about – it being a homeowner. I don't mind development. It has to be reasonable
1766 development that works within that community. Twenty-one hundred –

1767

1768 **MAYOR GOODMAN**

1769 But that's for the next step.

1770

1771 **FRANK SCHRECK**

1772 Well –

1773

1774 **MAYOR GOODMAN**

1775 That's the next step. If he's gone, start again, and you find the developer that's going to do it your
1776 way. Do it. I'm all for it.

1777

1778 **FRANK SCHRECK**

1779 But what, if we're gonna have these discussions in the 30 days, do we start at 2100? Is that what
1780 we do, that's the minimum?

1781

1782 **MAYOR GOODMAN**

1783 What I'm saying is there's (sic) two ways to go about it, which I think Councilwoman was kind
1784 enough to articulate. We were saying you, both sides, continue to work, knowing what the future
1785 will hold, what's Christmas future here, or take the best, and I'm not saying it won't be flawed,

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

2153 **DINO REYNOSA**

2154 I will. I definitely will.

2155

2156 **MAYOR GOODMAN**

2157 Thank you.

2158

2159 **DINO REYNOSA**

2160 Thank you.

2161

2162 **MICHAEL BUCKLEY**

2163 Good afternoon, Mayor and Council people. My name is Michael Buckley, 300 South 4th Street.

2164 I have some documents that I want to put in the record, some analysis. One also is a copy of the

2165 Regional Open Space Plan that was approved by the Southern Nevada Regional Planning

2166 Commission in July 2006, which addresses washes, natural washes. And also, I – found this,

2167 which I thought was interesting. Down in Naples, Florida, there was a concern because of this is

2168 happening to other golf courses. And, as you know, this is not just the Badlands, this is other

2169 places in Las Vegas and – Henderson as well.

2170 In – Naples, the Board of County Commissioners put a six-month moratorium on any

2171 conversions until they studied it, and they actually came up with a separate ordinance to deal

2172 with golf course conversion. So there's just an article about this, and there was an actual

2173 ordinance adopted in Collier County.

2174 Let me, my points are a couple things. Number one is I don't think 30 days gets you anywhere,

2175 because you still need a general plan amendment. And this City Council, you will remember,

2176 actually the developer withdrew their General Plan Amendment last November without

2177 prejudice, and the City Council also denied a general plan amendment back in June for the 166

2178 acres. So, actually, under the City Code, you can't come back for another general plan

2179 amendment for another year after a denial.

2180 But, anyway, I think the 30 days without a –, an acknowledgement that you need a general plan

2181 amendment, it doesn't – work. Mr. Kaempfer mentioned comparable and compatibility, but you,

Page 78 of 155

CLV65-000901
0901

10971

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

2182 that's really irrelevant, unless you have the general plan amendment. This – property is PR-OS,
2183 as – it's been said.

2184 And, I think, one of the things, the City Council, the staff says, well, this is compliant because it
2185 is a walkable community. What that really, I mean, walkable is something that can be created.
2186 What this proposed Development Agreement is doing is wiping out a natural wash area. It is a,
2187 an arroyo. There are policies in the City Master Plan. The – actual, the design of Queensridge,
2188 according to the Master Plan, the design of the golf course has been instrumental in preserving
2189 the natural character of the land and controlling drainage through the property.

2190 In the Conservation Element of the City Master Plan, the City should continue to work with
2191 CCRFCD developers and other entities to ensure that natural washes are preserved and that
2192 drainage facilities are utilized as recreational and/or conservation areas where feasible. None of
2193 that is in this. This doesn't even acknowledge the fact that this is a natural drainage area.

2194 And not only does the Development Agreement permit, authorize 2,000 residential units within
2195 this area, that has been there since, as Councilman Coffin said, one of our first meetings since
2196 before Columbus, the development agreement actually permits the developer to pull grub and
2197 clearing permits and demolition permits right now, as soon as this is done, before there is
2198 approval of the master traffic study, before approval of the master sewer study, before approval
2199 of the master drainage study. This not only violates the Master Plan, but that's dangerous in a
2200 flood zone.

2201 I think the other thing that, one that I, being a lawyer, had to go back and look at this again,
2202 because one of the things that was, has been threatened, realistically, is that this is an R-PD7
2203 zone, and, therefore, they can build what, they can build seven and a half units per acre.

2204 According to the Univer', the Development Code, the City's Development Code, new
2205 development under the R-PD District is not favored and will not be available under this Code.

2206 That's the current code. So, if they – want to develop under R-PD7, according to the Code, that's
2207 not possible.

2208 A couple things on the, another thing, I wanted to mention –

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

2261 **MICHAEL BUCKLEY**

2262 That's the, where's George? It's the – document that you have to file when you are developing
2263 500 units or more. It's a requirement, it's a statutory requirement. Sorry.

2264

2265 **DOUG RANKIN**

2266 Yeah, it's – a Development Impact Needs Assessment. Those are required on any, certain
2267 developments. It allows other entities to be noticed, like the School District and the Water
2268 District and the Health District, so that they can comment on large developments of projects of
2269 regional significance required by state law.

2270

2271 **MAYOR GOODMAN**

2272 And as, what I understand, we've had School District input and the Water District. We've had
2273 those. But the developer, going along with certain other pieces, still has to resolve those.

2274

2275 **DOUG RANKIN**

2276 But it also goes to Clark County. It goes to 17 –, I believe, 17 other entities get to comment,
2277 including the Flood Control District, which is important here. They haven't had a chance to look
2278 at this yet. That's what a Development Impact Notification Assessment does.

2279

2280 **MICHAEL BUCKLEY**

2281 Thanks. The, one of the things that I commented at – an earlier meeting was the discretion of the
2282 developer. And certainly the Development Agreement, like Skye Canyon, the discretion of the
2283 developer to build the actual development, but as in Skye Canyon, there's actually milestones for
2284 what the City is getting out of it.

2285

2286 **MAYOR GOODMAN**

2287 But Skye Canyon is 1800, new acreage with; this is infill.

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

2314 **MICHAEL BUCKLEY**

2315 The, one of the things, Your Honor, the, that is not even addressed in the Development
2316 Agreement is the vacation of the easement. That is something, and – it seems to me that the
2317 easement, which is down the middle of the golf course, which is public easement recorded when
2318 this was built, the Queensridge folks are beneficiaries of that easement. That's not addressed at
2319 all in this.
2320 The, but, I think –, you know, I think, one of the things that jumps out at you in this development
2321 agreement is a developer comes in and says: I'm – going to get this for 20 years. I'm going to
2322 have the right to develop this. I'm entitled for 20 years.
2323 What the tradeoff usually is, is the City says: Well, I want X, Y and Z. There's no X, Y and Z
2324 here. There are access roads to this community, but there is nothing really that the City is getting
2325 out of this –, as somebody's mentioned.

2326

2327 **MAYOR GOODMAN**

2328 Well, and I do think a lot of that has to do with the fact we're trying to get the two sides together,
2329 and then that would be part of that movement. But the reality is that if, in fact, we could get the
2330 sides together, then hopefully with the give and take, the residents will get behind we want to
2331 move this forward, where are the areas that we can help on easements, on different things, so it
2332 becomes one unified vision for the entire property, maintaining the property value of the owners
2333 of the properties that live out there in Queensridge. And if, in fact, it doesn't work, it doesn't
2334 work, and that's what I am hearing loud and clear. It's not gonna work, and so the developer is
2335 gone. And – then whata (sic) you have?

2336

2337 **MICHAEL BUCKLEY**

2338 I think, just to conclude, Your Honor, I think, I –, from what I hear, there isn't this thing that it's
2339 not gonna work. What I hear is that it has to be the right process, and so far there has not been
2340 the right process. There needs to be a general plan amendment and a major modification, and
2341 there are processes for that to work. And -

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

2371 project of regional significance, which then defers to the Definition section of our Code, which
2372 also is wrapped up with the language of unless a general plan amendment rezoning or mapping
2373 action would exceed the unit threshold, the Development Agreement is neither of those
2374 applications.

2375

2376 **MAYOR GOODMAN**

2377 Thank you. Important information.

2378

2379 **SHAUNA HUGHES**

2380 Hi, Mayor, members of the Council, Shauna Hughes, 1210 South Valley View, Suite 208. I
2381 represent the Queensridge HOA and have a very few (sic) brief comments. I appreciate what
2382 you're trying to do, I do. And as you know, as I've stated it before, I believe there is a deal to be
2383 made. I have always believed there's a deal to be made. And – although I am an extraordinarily
2384 patient woman, normally, I'm kind of out at this point with patience, because I have gone to
2385 meeting after meeting after meeting at your direction, actually, and no progress was made.

2386

2387 **MAYOR GOODMAN**

2388 And we do thank you. We do thank you.

2389

2390 **SHAUNA HUGHES**

2391 And no progress was made. And I had hope of, had high hopes, actually, that progress would get
2392 made, but it didn't. So, I'm never gonna say never. I would never walk away from a negotiation,
2393 but it's been a frustrating experience to this point. And – there's one key factor here that we
2394 almost gloss over, and I wanna focus back on it, and that issue is density.
2395 I'm gonna give you just a couple of numbers to put into – perspective my issue on density. The
2396 Orchestra Village, which is the project you approved not too long ago, adds 435 multi-family
2397 units on 17.49 acres, for a density of 24.87. Queensridge Tower, the new, the one that's not built
2398 yet, has an entitlement to 385 units on 19.7 acres for a zoning designation of 19.54. Tivoli has

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

2399 apartments, 300 approved on 28.43 acres, which is a density of 10.55. Calida just recently got
2400 approved across the street for 360 multi-family units on 15 acres, for a density of 23.08.
2401 What this developer is asking for just, and I'm trying not to bore everybody to sleep here, but
2402 there's some context I think that's necessary, they're asking for 1,684 additional multi-family
2403 units on 47.58 acres, for a density of 35.39. That is not compatible or even close to the next
2404 lowest density down at 24; 35.39 multi-family units per acre is what is being asked for. That has
2405 been the problem from day one. That continues to be the problem today, and it is the problem
2406 that was not addressed in any of the negotiations that I personally attended when the unit count
2407 was that, basically, just not open for discussion.

2408 And I know from my conversations with Brad that he has attempted to push the limit on
2409 lowering the multi-family unit count and, to no success. Actually, just the answer is no. Well,
2410 what kind of a negotiation is that? This is our concern and this is why. Not, we're not concerned
2411 out of the blue; we're concerned because it doesn't go with anything in this area at all.
2412 Plus, right now, you've got 1,480 multi-family units in that area approved. Adding 1684 leaves
2413 us with 3,164 additional multi-family units in a very, very small area of property. That is a
2414 ridiculously large number of multi-family units for, not only for this area, honestly, for any area.
2415 And – as much as I would love to keep working on this for 30 days, and I will from the beach,
2416 however, we've got, we can't, I just can't, I can't continue charging my clients to go to a meeting
2417 where I say, again, the multi-family unit count is excessive, to be told, too bad, we have to have
2418 it. This is not my idea, I don't think anybody's idea of good faith negotiations. And I'm not
2419 accusing anybody of not acting in good faith, I'm just trying to put out my frustration about what
2420 has not occurred to date.

2421 There are portions of the proposal that people do like, that people could embrace. There are
2422 portions that, with some more detail, might be embraceable. These numbers are never
2423 embraceable. They're impossible to embrace at this level. It'll change the entire character and
2424 community of that neighborhood, and the surrounding neighborhood, for that matter. To say
2425 nothing of what it will do to the schools. The traffic will be a nightmare. And I know the going
2426 theory is throw some money at it, we can fix the streets. But there's no money to throw, and the
2427 money that needs to be thrown is not being required of the developer who's creating the need.

Page 87 of 155

CLV65-000906
0906

10976

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

2428 This business of not getting the Water District easement and that having been known for a year
2429 and without it your own traffic people say this Development Area 2 and 3 can't be built, what has
2430 this been about? What kind of game has that been? It feels very, very, it feels very problematic to
2431 me. And I'm not gonna, even though I'm a lawyer, I hate to admit it at this particular meeting,
2432 but, I'm not gonna go over the procedural details, which are legend, honestly.

2433

2434 **MAYOR GOODMAN**

2435 Thank you.

2436

2437 **SHAUNA HUGHES**

2438 But I'm telling you —

2439

2440 **MAYOR GOODMAN**

2441 We do thank you for working, and I know you've done it genuinely and selflessly of time too,
2442 and we're very grateful for that.

2443

2444 **SHAUNA HUGHES**

2445 Well, only because I really thought, and I continue to think, there is a wonderful opportunity
2446 here. But throwing 1684 apartments into this existing Queensridge is not the answer, and it's
2447 never gonna be the answer. So, if there isn't a legitimate basis upon which to discuss that, I don't
2448 know where we go.

2449

2450 **MAYOR GOODMAN**

2451 Thank you. There's a point of clarification. Councilwoman Fiore.

2452

2453 **COUNCILWOMAN FIORE**

2454 Yes. So, as we go back and forth and as I hear the attorneys talk about how our staff doesn't
2455 know what they're talking about, I also am hearing that the flood, I want the point of clarification
2456 on the flood zoning, because, as people watch the City of Las Vegas City Council and they're

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

2457 thinking, oh my God, this contractor is gonna build in a flood zone. Can you clarify that last
2458 statement? Because I believe they have to go through a big process and get approved.

2459

2460 **BART ANDERSON**

2461 Yes, Mayor, through you, Bart Anderson, Public Works. No construction can occur in a FEMA
2462 flood zone without first applying to FEMA for what's called a letter of map revision to have that
2463 area removed from the flood zone.

2464 Beyond that, any drainage easement, whether it's FEMA or not, if the City owns a drainage
2465 easement, you can't put any structures, any habitable structures of any kind in it without first
2466 vacating that easement, and in order to do that, you have to have a drainage study showing where
2467 the water is going and what you're gonna do with it.

2468 We do have requirements in the Development Agreement that they do those things before any
2469 construction activities can happen. So, I guess I'm a little bit at issue with what was said, that
2470 they could go and build in a – drainage easement. They can't.

2471

2472 **MAYOR GOODMAN**

2473 Cannot. Thank you.

2474

2475 **SHAUNA HUGHES**

2476 Thank you, Mayor.

2477

2478 **MAYOR GOODMAN**

2479 Thank you so much.

2480

2481 **FRANK PANKRATZ**

2482 Mayor, Frank Pankratz, 9103, Number 801, Alta Drive. It's really hard to sit here. The staff had
2483 worked for two and a half years, meeting with us weekly to come up with the agreement. The
2484 neighbors didn't like it. We got their input. Mr. Jerbic, Mr. Perrigo met with the neighbors. They
2485 came back. We made changes, changes, changes. We went through Mr. Buckley's 40, plus 41

Page 89 of 155

CLV65-000908
0908

10978

CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31

2740 **RICK KOST**

2741 Because my view is maintained. The uncertainty on property values is, I'm gonna have a bunch
2742 of homes living behind, and they don't know how many. That seems to be the question that
2743 people ask, not because the water is turned off. Even though it's unsightly, on/off.
2744 But Mayor, I want to hold you to one thing you said a long time ago. When this meeting and this
2745 all comes together that the HOA or the people living there get to vote on it, and you wanted a
2746 high consensus, I remember 80, 85 percent coming off your list, I hold you to that. No matter
2747 what we have, that the residents get to vote and give you, the people that live there, not the
2748 different wards, not the different areas, but the people that live in Queensridge get to vote on
2749 this, get their opinion.
2750 All of you have great opinions and weigh in, are concerned of property values and taxes, and
2751 that, but the residents should vote. This is a development inside a development with its own
2752 HOA. It's a strange bird that everybody's at odds with.

2753

2754 **MAYOR GOODMAN**

2755 Yes, (inaudible) –

2756

2757 **RICK KOST**

2758 But you said and everybody's trying to speak for us. I'm not a lawyer. I'm a resident that's been
2759 there a long time. And I assure you there's a lot of different opinions. We're as diverse as this
2760 Council is.
2761 But the one thing is true. I still have my view, and I'd like to keep that view as best I can or
2762 minimize it, or at least have the opportunity to put a vote down as one person out of a thousand
2763 and give my opinion, because that's really what I think you want in a final analysis, the people
2764 that have to live with this development, not the ones building it, the ones that have to live there.
2765

2766 **MAYOR GOODMAN**

2767 Well, my hope is that with Councilman Seroka, that he would know your feelings, and that's
2768 what we've all been inundated with emails, phone calls, visits. And so my sense is, but I keep

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

2853 **COUNCILMAN COFFIN**

2854 Judges – have a party here too. They are a party. They have calendars. They may not want to
2855 change their calendar. It may not fit with all the other cases they've gotta handle. There's a good
2856 chance that we might talk all about it here, and it doesn't do any good.

2857

2858 **RONALD IVERSEN**

2859 Hi.

2860

2861 **MAYOR GOODMAN**

2862 Hi there.

2863

2864 **RONALD IVERSEN**

2865 Mayor Goodman and City Council members. My name is Ron Iversen, 9324 Verlaine Court in
2866 Queensridge. I'm the Treasurer on our Association's Board of Directors. And I have several
2867 comments from our – Board.

2868 First, we would ask for a denial of the current Development Agreement, or, at the very least,
2869 continuance of the development agreement crafting process. As outlined by our lawyer, the
2870 Development Agreement still contains real concerns of the Queensridge community and is not
2871 mature enough yet to represent a comprehensive agreement to last for the next 20 years.

2872 Second, the Board has met with the developer and Brad Jerbic on several occasions and believes
2873 it is the best conduit of information to and from the entire Queensridge community in this
2874 development agreement process. We have several resident groups that have met with Brad Jerbic
2875 to voice their concerns, discuss viable options. We only see the concerns of Tudor Park partially
2876 addressed in the current Development Agreement, not Ravel Court or Fairway Pointe or others.

2877 Third, and this is hopefully something that will be nice to, for you to hear. Third, we have
2878 developed a community survey, ready to release this week, that would address the key concerns
2879 of our community, and we would like time to – receive quantitative information and community
2880 input to provide to the City to aid the development agreement process.

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

2881 These concerns include total density cap, density distribution, development in Development
2882 Area 3, perimeter landscaping before development construction, maintenance of the golf course
2883 during development construction, and if I may add, please get the water turned back on, it looks
2884 horrendous, development of site security because the developer still doesn't have a security
2885 concern in place, use of Queensridge entrances and land and roads, and then flood plain impact.
2886 We are very aware of the importance of the Development Agreement to our property values and
2887 our future in Queensridge. It's disconcerting that, to date, we've not been able to craft an
2888 agreement that addresses our, we believe, very reasonable and realistic concerns. We urge you to
2889 continue or deny the current agreement process as insufficient and continue writing an
2890 agreement that makes sense for all of us and is consistent with every development agreement in
2891 the value, in the Valley that's been approved so far. So thank you.

2892

2893 **MAYOR GOODMAN**

2894 Thank you. Would you give that list to our City Clerk? Is it legible?

2895

2896 **RONALD IVERSEN**

2897 Sure. I'd be very happy to.

2898

2899 **MAYOR GOODMAN**

2900 Thank you. And that's Mr. Iversen, Staff, Ronald Iversen. Thank you --.

2901

2902 **GORDON CULP**

2903 Councilmen and Mayor, thank you for this opportunity. My name's Gordon Culp. I'm not a
2904 lawyer. I'm a professional engineer. I've been in the consulting business for 50 years, plus, and a
2905 Queensridge resident for the last 19 years. And I promise I won't repeat anything that I've
2906 presented in any past meetings.

2907 You know, on June 21st, the action that this Council took on the Development Agreement was to
2908 abey it for six weeks. We assumed that one of the purposes was for further discussions and
2909 negotiations and a revised Development Agreement issued with time for careful review by the

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

2910 public. Well, this didn't happen. In fact, the Development Agreement has been undergoing
2911 constant change in the last week.
2912 Now we've been paying particular attention to the Ravel Court issues, because that's where we
2913 live, and we worked with our neighbors, sort of leading that group in addressing our concerns.
2914 And in the course of the last week, we've seen several versions of the Development Agreement
2915 posted by the City. One, there would be a 75-foot no-build zone and a 75-foot transition zone
2916 behind our houses. Or, two, there'd be a no-build zone of 105 feet. Or, three, there's going to be
2917 one 2-acre lot.
2918 And based on what the presentation was today, we assume, although the City has posted all three
2919 options, the developer is proceeding with the one two-acre lot approach. And that's why I'd like
2920 to spend just a couple minutes reviewing what that means to us as residents.
2921 These are the current views from the five homes that are in question. And what the developer
2922 originally proposed in one of the proposal's exhibits posted this week online, here are the –
2923 homes on Ravel Court that are the subject of the discussion, was multi-story condos that would
2924 be, loom 35 foot (sic) above the floor slab elevations of these homes.
2925
2926 **MAYOR GOODMAN**
2927 Excuse me. Where are the – Ravel Court homes?
2928
2929 **GORDON CULP**
2930 Right here, these homes.
2931
2932 **MAYOR GOODMAN**
2933 Okay. Thank you.
2934
2935 **GORDON CULP**
2936 You can see that they would be looking at a solid wall of condos. There's a slight break in
2937 between these two. And, these are about 50 feet in total height and about 35 feet above the slab

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

2938 of the homes. It's a pretty imposing view. In fact, we've attempted to represent that in this
2939 picture.

2940 And let me just explain briefly how the picture was made before anybody gets concerned about
2941 the representation here. We took some photos of some existing condos that are higher than 35
2942 feet. So we cut a section out of the middle and we used the height of the windows, which are 60
2943 inches to get us the vertical scale. So this represents 35 feet above the ground elevation at the
2944 home. This is a view of 70, that condo complex 75 feet away. Compare that to the current view,
2945 and you tell me that's compatible and complementary. It's devastating.

2946 The two-acre proposal that is apparently before us, is shown here. Here are the five homes on
2947 Ravel. One's actually on Pont Chartrain. These are the five homes, right at the corner. Originally,
2948 there was a 75-foot build, no building zone and a 75-foot transition zone. The one acre, one 2-
2949 acre lot happens to correspond exactly to the dimensions of those two zones or within a few feet.

2950 So, there's really, it didn't provide us much relief over what we had to start with.

2951 This is what the condos would look like. At that distance, they're still pretty imposing. Now,
2952 there would be vegetation between here and there, and there would be a development, one estate
2953 lot developed between here and there. But behind us, or, the complex that has 1669 rental units.

2954 So planting the trees, it's a little bit like putting the lipstick on a pig. The big problem is behind
2955 there. We got 1669 renters suddenly in the middle of our backyard.

2956 We approached the developer. We sort of liked the two-acre concept. They'd give us two 2-acre
2957 lots, so we'd actually get some relief from the condos. That was immediately and adamantly
2958 rejected. So, if we had that, it would make a big difference, because that would put the condos
2959 about 300 feet away, which now becomes a little less overwhelming. We'd rather have them 500
2960 feet away so that Development Area 3 was just open behind our houses, but we did agree that we
2961 would accept the two 2-acre lots.

2962 And that, that's the last we heard. Since June 21, we've had no contact from the City, no contact
2963 from the developer, and we got a development agreement in front us, which we don't even know
2964 which one it is. We've got three of them in front of us and posted this week. So we would urge
2965 that this current Development Agreement be denied.

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

2966 **MAYOR GOODMAN**

2967 Thank you –, Mr. Culp.

2968

2969 **ANNE SMITH**

2970 I'm Anne Smith, also of Ravel Court, and I appreciate the opportunity to talk here. Ravel Court

2971 has worked so hard in good faith over the last 18 months. We've been at every meeting, and I'm

2972 sure you're sick of seeing our faces, but we've been here, and we've worked with Brad to create

2973 reasonable options. The reason we're back today is because the developer has rejected each and

2974 every one of them, as Gordon mentioned, and that includes that two-acre lot.

2975 Multi-stories (sic) condos behind our lots, there's nowhere else in Development Area 4 that that

2976 occurs. We don't understand, really, why there's a, when we heard today that the lack of

2977 consensus is being blamed on all the attorneys. There's (sic) no attorneys been telling Ravel

2978 Court what they can and can't do. And from experience with this negotiation, we've learned very

2979 quickly that the decision maker is Yohan Lowie. It's not the attorneys. So, the attorneys are not

2980 influencing what's happening in terms of negotiations on Ravel Court.

2981 The issue is really that the developer took a calculated risk on this property and now demands

2982 this high density to make his desired numbers pencil out. The City Council should be dictating

2983 the density, that's compatible and complementary, as we, everybody's been talking about. Putting

2984 over 1600 units, rental units at that, on Development Areas 2 and 3 adjacent to Ravel, Tudor

2985 Park, and Fairway Pointe in a, it's neither compatible nor complementary.

2986 But, in general, we're just really so tired and we're, of all of this. We've lost faith and belief in

2987 the process and the fact that we could even, over the next 30 days even come to something on

2988 this fatally flawed agreement. I don't see how it can be modified enough to work with this high-

2989 density that they're demanding.

2990 And so we are urging, and I am –, we're pleading – here to deny it today, because, even with the

2991 30 days, it's starting point is with the same high-density, and that's not worked under (sic) the last

2992 weeks. It's not worked over the last 18 months. And I can't see the developer moving enough to

2993 make it worth it. So we're asking you to deny it today and start over and not abey it any further.

2994 Thank you very much.

Page 107 of 155

CLV65-000914
0914

10984

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

2995 **MAYOR GOODMAN**

2996 And if that happens, they may be gone, and then you need a new developer to come in to start all
2997 over.

2998

2999 **ANNE SMITH**

3000 And, you know, each developer is a different kind of personality –

3001

3002 **MAYOR GOODMAN**

3003 Without question.

3004

3005 **ANNE SMITH**

3006 – and not perhaps as rigid as this one.

3007

3008 **MAYOR GOODMAN**

3009 Well, and that may be where you end up.

3010

3011 **ANNE SMITH**

3012 It may be. And it couldn't get much worse.

3013

3014 **MAYOR GOODMAN**

3015 Okay. Thank you – for coming by.

3016

3017 **ELISE CANONICO**

3018 Good afternoon, Mayor, and City Councilmen. I am Elise Canonico. I reside at 9153 Tudor Park

3019 Place. I'm speaking as Vice President of the Board for Queensridge on behalf of Tudor Park

3020 residents and as a homeowner.

3021 For the record, the spectacular view that we have enjoyed for the past 10 years is what kept us

3022 extremely happy in Queensridge. I lived for this view. Needless to say, that happiness was

3023 stripped from us when the developer purchased the golf course and threatened to shut the water

Page 108 of 155

CLV65-000915
0915

10985

CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31

3024 off. The homeowner living on the golf course, the homeowners living on the golf course in
3025 Tudor Park Place paid a lot premium of \$100,000. Now, in exchange for our once spectacular
3026 views and open space, the developer is opening, offering us 20 feet of land, which is the best of
3027 the worst case scenario.

3028 We all believe Phase III of this Development Agreement should be eliminated as this is way too
3029 much high-density for our community and all our surrounding neighbors. This is actually
3030 unheard of, for one person to be able to put 3,000 plus residents through the torment that he has
3031 put us all through for the last two years.

3032 Please say no to the high density behind Tudor Park, behind the homes of Ravel Court and
3033 Fairway Pointe. Please say no to the 2,000, plus, units that are not compatible to the Queensridge
3034 community.

3035

3036 **MAYOR GOODMAN**

3037 Thank you.

3038

3039 **ELISE CANONICO**

3040 Thank you.

3041

3042 **BOB PECCOLE**

3043 I'm Bob Peccole, 9740 Verlaine Court. I am an attorney. I have two cases against the applicant
3044 sitting in the Nevada Supreme Court, and one in district court. And I am not going to get
3045 involved with a 30-day moratorium, because I have no control over that.

3046

3047 **MAYOR GOODMAN**

3048 Thank you.

3049

3050 **BOB PECCOLE**

3051 I'd like to point out a couple things. Councilman (sic) Fiore had mentioned some concern about
3052 the flood drainage control system. I would like to point out to the City Council that the flood

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

3053 drainage control for Queensridge is represented in three different recorded documents. One is an
3054 onsite drainage agreement that was entered into on June 12th, 1995. What it did is it granted an
3055 80-foot wide easement, which was for flood drainage control, all the way through the first 18
3056 holes of the Badlands Golf Course. That is a recorded document, and I have the book number
3057 and the instrument number cited, which I will give to you.

3058 There is a separate 80-foot wide City of Las Vegas drainage easement recorded on the 18-hole
3059 golf course, and, it was built and designed on what they call lot five, and – a the Badlands Golf
3060 Course has been designated lot five. That's how they broke it down. On March 30th, 1998, a map
3061 was recorded showing a flood drainage easement that was granted on the entire added nine holes.
3062 So that entire nine holes is subject to a recorded flood drainage easement.

3063 Now, when you were talking to your City Attorney about meeting and trying to – work these
3064 things out, one of the questions that entered my mind right away is: Will he follow the law in this
3065 meeting, and will it be discussed? Because, in the master covenants and conditions for the
3066 Queensridge homes, the CC&Rs, do not allow the storm drain system to be changed.

3067 And I'm citing from paragraph 5.2.4 of the 1996 CC&Rs. It says there shall be no interference
3068 with the rain gutters, downspouts, or drainage or storm drain systems originally installed by
3069 declarant. Now, declarant was Peccole Nevada. That's my family. And what they said went on –
3070 or any other interference with the established drainage pattern over any portion of the property.

3071 And then in the last paragraph of that particular section, it says, there shall be no violation of the
3072 drainage requirements of the City, County, U.S. Army Corps of Engineers, or State of Nevada
3073 Division of Environmental Protection, notwithstanding any such approval of declarant or the
3074 Design Review Committee. What this is saying is you could not change it.

3075 Now, if you take a look at the Development Agreement that is proposed, if you look at Page (sic)
3076 15, 36 and 37, it's giving the applicant the – authority to go ahead and change, which they cannot
3077 do. So if you practice law, and if you don't want to be bound by – law, of course, as an attorney,
3078 I would have to go into court and try to straighten it out. And that is – something you should be
3079 addressing now before you get too far into this.

3080 Another thing I'd like to discuss is the fact that Councilman (sic) Fiore and the Mayor's statement
3081 with regard to what would happen if the developer happened to walk away is faulty, for the

Page 110 of 155

CLV65-000917
0917

10987

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

3466 **DEBRA KANER**

3467 Thank you.

3468

3469 **MAYOR GOODMAN**

3470 Thank you very much for coming forward again.

3471

3472 **TERRY HOLDEN**

3473 My name's Terry Holden. I live at 9101 Alta Drive. For the past two years, I feel like I've been
3474 camped out here. I've – attended just about every Planning Commission, City Council meeting,
3475 and, from the start, I have not been against development. It's all about the right development. I
3476 get a little antsy tonight, when the Mayor is talking about this bird in the hand, got to do the deal,
3477 got to do the deal. I would love to play poker with you. You have all your cards face up. I – think
3478 I'll take that one.

3479

3480 **MAYOR GOODMAN**

3481 I helped to support him in college through poker. Sorry, Osc'.

3482

3483 **TERRY HOLDEN**

3484 Well, I worked – my way through college playing cards. But anyway, if the developer walks, he
3485 walks. I've negotiated my whole life. I can't control the other side. I would like to see a deal
3486 done. I really would like to see a deal done, but I'm willing to walk away in a heartbeat.
3487 And the problem that I have, and I've heard it over and over today, Shauna Hughes stated it very
3488 well, it's density. We are talking about 2100 units. And I think Councilman Coffin touched on it.
3489 We're talking about 2100 units on the proposed development on the 70-acre parcel right now.
3490 And, again, that's 30, plus, units per the acre. The first part was at 24, and that doesn't even
3491 include the retail space and the hotel.
3492 I look at the whole property. There was 250 acres. And I'm kind of a simple guy, and realistically
3493 they bought a very, very difficult piece of property to develop, with the flood plain, the wash; all
3494 of the ground is very difficult. The reality is no one could possibly even build 500 homes in there

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

3495 if they were doing single-family, two to an acre, two times 500. Let's say they got on quarter-
3496 acre. They had a thousand. They started off wanting 3200. They're up about 2,000. Realistically,
3497 in the spirit of trying to get a deal done, I would say, on that 70 acres, we should be looking at
3498 1400 units.
3499 I've talked to people at the developer's office, and they say, well, we – can't make enough money
3500 if we do that. Are we talking about developer greed or in the spirit of getting a deal done? And I
3501 think if you can't make money when you only pay \$7 million for the property, and I say only, but
3502 for the number of units, that is a token amount. They should be, if they can't make it with 1400
3503 units, they're never gonna make a dime. And in the spirit of a deal, we need to get that density
3504 down into simple terms and give them a target of 1400 units. Thank you.

3505

3506 **MAYOR GOODMAN**

3507 Thank you very much.

3508

3509 **LARRY SADOFF**

3510 Good – afternoon. My name is Larry Sadoff, and I live at 9101 Alta Drive. And I have been a
3511 resident of Las Vegas the last four and a half years, and I hope to make it my final residence.
3512 Like Councilman Seroka, I was career military. He was an aviator. I was a ground pounder. But
3513 as going through there, I've lived in 12 different states. I've lived in three places in Europe and
3514 Southeast Asia. So I've seen a whole bunch of different environments.
3515 And when I came here, and I live in the Towers, I came to live in a suburban environment. I've
3516 lived in urban and suburban. We've talked about density an awful lot. What you're doing, what
3517 we are doing if we approve this, when you take this development, with Calida across the street,
3518 you're making it higher density than any other place in Las Vegas. And I've asked several times
3519 to staff if there's any place more, and there's not. And you're making a suburban area an urban
3520 area.
3521 I've seen a lot of you up there ask detailed questions if someone wants to put a house here or this
3522 there, how is that going to affect a neighbor? How is it going to affect the neighborhood?

CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31

3523 Making this an urban area will have a dramatic effect on the neighborhood. You're changing the
3524 culture and the fabric, and it's not compatible to the neighborhood.
3525 And I would – like to say you heard a lot of numbers there. Someone said Shauna Hughes'
3526 numbers were incorrect. We could do a fact check. Her numbers were correct. If you add these
3527 high rises or mid rises, whatever you call them, it's 36 units per acre. So I'd ask you to take a
3528 look at that.
3529 I'd also, I just, for fact check, we saw a chart in the beginning when a very good presentation by
3530 the developer, how he had gone down from 3,000 to 2,000 units. The area was never authorized
3531 3,000 units. If you take 7.49 to 250 acres, it's about 2,000 units. So basically, that's what was
3532 authorized if you were – to do that. So I would take a look at that.
3533 And, the last thing I would say, to paraphrase or to add on to what Terry Holden said. You know,
3534 we do want to make this a win-win situation. We do want development. But frankly, listening to
3535 you folks up there, I hear about, you know, we don't want to lose this developer –. If you look in
3536 the Development Agreement, there are (sic) page after page after page where he can sell any part
3537 of it piecemeal or whole to anybody he wants at any time.
3538 Now, he is a businessman at the end of the day, and he's going to make the right business
3539 decisions as you'd expect. So, if it's profitable to somebody, somebody will come there. So I
3540 think, yes, we should try in good conscience, in good face (sic) to negotiate something. But I
3541 don't think we should be held hostage that if we lose the developer, all is lost. Thank you very
3542 much, and I appreciate your time.
3543
3544 **MAYOR GOODMAN**
3545 Thank you for coming forward. Thanks for your service.
3546
3547 **LARRY SADOFF**
3548 Go Army.
3549

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

3550 **DALE ROESENER**

3551 Good afternoon, Mayor Goodman and Councilwomen and men. My name is Dale Roesener,
3552 9811 Orient Express Court. And I just have a couple comments. One is just general about the
3553 density, and I – think it needs to be considered in totality, like everybody said, about the, you
3554 know, the potential condominiums across the street, any other entitlements, plus what's being
3555 asked for, because that's gonna, I – can only imagine what that's gonna be like if everything gets
3556 built down there. And – there's not even room to expand the roads. Tivoli's right up to the road,
3557 and –, unless there's a way to put a jog in there, I don't think you can – widen it.
3558 But in any event, and then I recall there was a survey done in Queensridge community, and I
3559 think 80 percent of the people that voted were concerned about the density. So I just think that,
3560 please, be sensitive to the density, if you would.
3561 And then, as far as the agreement, I spent quite a bit of time reading it. And, from a pragmatic
3562 standpoint, I – like some of the – features, you know, the two-acre lots and some of the plans if
3563 the density can be dealt with. But then, more importantly, the agreement, I felt if you try to think
3564 through it and how – is it gonna be functional and how – is the result going to be actualized, it
3565 seemed like it had a lot of open-ended areas that were subject to interpretation or incomplete.
3566 And the thing that has us here today is (sic) the – agreements that we thought we had when we
3567 bought from the Peccoles, they – were subject to interpretation. And I think, to remove all doubt,
3568 I think that agreement needs to be really, really well thought out, please, and – have all the
3569 proper language in it so that when – you , if, when you vote on it and if you approve it, that it's
3570 what everybody thinks it's gonna be. Thank you.

3571

3572 **MAYOR GOODMAN**

3573 Thank you –.

3574

3575 **GEORGE WEST**

3576 Good afternoon, Mayor, City Council. George West, 9516 Chalgrove Village Avenue.
3577 I was on the Board of Directors at Queensridge HOA for about a year, from August 15 to August
3578 –, 2015, to August 2016. So, I have kind of a little personal, firsthand knowledge. I've lived in

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

3990 **COUNCILWOMAN TARKANIAN**

3991 Yes. I'll stay as long as I can.

3992

3993 **MAYOR GOODMAN**

3994 Okay. Thank you. Okay. Councilman Seroka.

3995

3996 **COUNCILMAN SEROKA**

3997 Thank you, Mayor. As mentioned, this is quite a softball you've tossed me for my first major
3998 effort here, 14 days in from being sworn in, and I greatly appreciate this opportunity. So, thank
3999 you.

4000 You know, I live in the ward. I have – walked on the land, and I have met with, and I know most
4001 everybody that testified today on both sides. And I think it's important today that we understand
4002 what we're actually voting on as a Council. And I'll get to that in a minute. But, I just want to
4003 share that I have gone to school on this. I got sworn in, sworn in 14 days ago, and I have, from
4004 morning till late at night, every day of the week, except my anniversary, studied this topic, and
4005 I've worked extremely hard to understand what's before us today.

4006 And I wanna clarify, I'm not here to do anyone's bidding. Those of you that have met with me on
4007 all sides know that I have made that explicitly clear. I am here to represent what is the greater
4008 good of our residents of Ward 2 and the surrounding areas. And what's before us today will have
4009 regional impact. And we are being watched.

4010 Unlike in other parts of the state and nation, this is the first time in the City of Las Vegas where
4011 we have seen an actual plan to redevelop a golf course. There is no precedent. And the action we
4012 take today will be the precedent for the future and impact the lives of our citizens for decades to
4013 come.

4014 This agreement will have impact far beyond the Queensridge community. Adding over 2,000
4015 apartments and other commercial uses to a corner, which has already over 1400 multi-family
4016 units built or entitled would make this, as we've heard, the single most dense corner in the City
4017 of Las Vegas. You know, that sounds something more appropriate in Symphony Park or
4018 Downtown than in a suburban Summerlin.

Page 144 of 155

CLV65-000922
0922

10992

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

4019 I know we've had discussion on this, but an average of 35 units per acre is proposed in
4020 Development Area 3, which is adjacent to single-family homes. That doesn't seem to be
4021 harmonious and compatible.

4022 In this document, we, and what we are voting on today, it will affect everything from traffic to
4023 flood control to education, fire and police services, and they will all be impacted by this
4024 agreement. And I think it's critical that every member of this Council to have been able to read,
4025 understand, and agree with every single word in the document before any of us could even
4026 consider approving it. The implication of every should versus may, and versus or, or comments
4027 such as, at the sole discretion of the developer, must be understood because an interpretation can
4028 completely change an implementation.

4029 If we approve this, we will then approve an ordinance, which becomes our law. This agreement
4030 will carve in stone forever the future of not only Queensridge but the entire community. And
4031 because of this, I cannot take this lightly.

4032 I know that reviewing this document has been difficult for all of us. And I've heard it today, both
4033 of those residents and those of us on the dais, because among other things, we've seen at least
4034 three different versions in the last seven days. Exhibits appear to have been added, changed,
4035 removed, duplicated, and in meetings with staff, we found ourselves reading from different
4036 versions.

4037 Because of the changes, the confusion, no one seems to have had sufficient time to review
4038 whatever actual document it is that we are approving to the level of detail required to make a
4039 sound decision. Our residents deserve an opportunity to review, digest, and comment on such an
4040 all-encompassing and permanent agreement. They deserve better than what we have given them
4041 to date. I've consulted with a large number of experts. They include Mr. Ngai Pindell, a Harvard
4042 Law School graduate, which (sic) many of you know, a highly respected professor of law at
4043 UNLV. I've consulted with planners, other attorneys, developers, and experts in the fields of
4044 traffic, flood control, general development related fields. My understanding is that state law
4045 requires a determination whether the development agreement is in conformance with the Master
4046 Plan. If it is not, then it would require a major modification, a general plan amendment, and then
4047 it'd be followed by a development agreement, which is what's before us today.

Page 145 of 155

CLV65-000923
0923

10993

CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31

4048 Because we've skipped steps, we have some major issues to get through, issues that would
4049 normally have been fully analyzed through the major modification and general plan amendment
4050 process. Instead, we skipped it all and have gone right to the Development Agreement. It appears
4051 we've kind of put the cart before the horse and made our work more difficult.
4052 At the same time, I've learned in my discussions that it's customary practice for a developer to
4053 obtain entitlements before closing on a property. It is very atypical to have a case like this, where
4054 the developer chooses to move forward with a purchase without having the desired entitlements
4055 in place. I don't think it's the City's responsibility to match entitlements to financial requirements.
4056 It's the City's responsibility to ensure the proposed development is harmonious and compatible
4057 with the surrounding area.
4058 What we're talking about today is bigger than Queensridge. This action will set a precedent for
4059 every potential golf course conversion in the City of Las Vegas and possibly all of Southern
4060 Nevada. Quality of life issues, such as availability of open space, parks, little league fields,
4061 soccer fields in Wards 2 and 4, which are adjacent to each other, will all be impacted in, by
4062 adding in excess of over 3200 multi-family units and more than 7,000 future residents in just
4063 these four corners.
4064 At this time, I would like to highlight just a few example (sic) of concerns from this agreement.
4065 The Development Agreement provides no schedule or timeline and permits development at the
4066 developer's sole discretion. This allows for many risks for the City, including leaving the door
4067 open for potential transfer of interest to anyone at any time.
4068 Regarding flood control, which is a life safety issue, we know the potential resolution and
4069 engineering solutions are not yet complete or approved. And this is a large-scale effort. We are
4070 dealing with flow rates of 4,600 cubic feet per second. Imagine 4600 basketballs passing by you
4071 every second.
4072 In addition, this allows units to be built before the flood control solutions are completely in
4073 place. Additionally, in October of '16, I'll say 2016, specific, the City's Traffic Engineer wrote a
4074 letter to the applicant stating that no development with the current road structure could be, occur
4075 in Development Areas 2 and 3, unless an easement was provided by the Las Valley, Las Vegas
4076 Valley Water District.

Page 146 of 155

CLV65-000924
0924

10994

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

4077 In addition, as it's been mentioned, I've been told verbally that without that easement, no more
4078 than 1500 units can be built without their easement. I've received a letter, I – (sic) may have
4079 already been put into the record, that says they're not going to get that easement. It's not going to
4080 happen. And that makes a major portion of this agreement challenged.
4081 Other incentive items in the agreement, as briefed, are contingent upon items out of the control
4082 of the residents, one of them being the Las Vegas Valley Water District easement. It would seem
4083 that in good faith those contingent items would be part of the agreement and they would be going
4084 in – play anyway.
4085 When it comes to fire, police, medical services, the school, the Development Agreement does
4086 not address this at all in any section. The impact of public safety or schools. Public safety I
4087 understand consumes a majority of the local government expenditures. This agreement does not
4088 provide for any additional public safety resources. And over the last seven months, speaking to
4089 thousands of Ward 2 residents, crime and lack of police presence is already a top issue affecting
4090 our community.
4091 The Clark – County School District has sent a letter requesting an agreement to address the need
4092 to accommodate additional students. That should be addressed in the Development Agreement,
4093 as well, just as it has been in other similar agreements. Our schools in Ward 2, as we know, are
4094 already severely over-capacity. This is a critical issue.
4095 These are just some examples of concern. There are far too many to describe here.
4096 So, as I move toward the conclusion, I've looked at 13 recent golf course closures in
4097 communities across the country and how they're dealing with them. These include one course
4098 that closed 10 years ago in Florida, where the developer was proposing only 800 homes or so.
4099 No decision has been yet made after 10 years. We don't wanna emulate them.
4100 None of the 13 courses I studied had anything close to the number of units being considered here
4101 today. The vast majority of these cases have former 18-hole golf courses being converted to 2
4102 (sic) to 300 homes, not 2100 units at 35 units per acre.
4103 As a way to tackle the new phenomenon, we heard earlier today a, of golf course closures, a
4104 county in Florida put a moratorium on golf course conversions until they could develop
4105 appropriate policies. Maybe we should be considering doing the same.

Page 147 of 155

CLV65-000925
0925

10995

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

4106 I believe, as we've heard today from others, a reasonable and equitable development agreement
4107 is possible, but this is not it. I've worked extremely hard in my first two weeks learning all sides
4108 of the issue, the history and what needs to be done. What we need to do is do better by our
4109 citizens, including the developer. We need consistent information, thoughtful discussion and
4110 dialogue.

4111 So I considered the options. To vote yes would be putting in place an agreement where there is
4112 no agreement. Clearly, we hear that today. There is no clarity. There is consistency. In essence,
4113 we don't really know what we are agreeing to. Whoever do, however, we do know we are far
4114 from agreeing.

4115 Now, I want to ask, Mr. Jerbic, if we do vote yes, can we ever change the density that we agreed
4116 to?

4117

4118 **BRAD JERBIC**

4119 No. That's a 20-year agreement with a 5-year option, I believe.

4120

4121 **COUNCILMAN SEROKA**

4122 Could we change the location of a development once we agree to this?

4123

4124 **BRAD JERBIC**

4125 No.

4126

4127 **COUNCILMAN SEROKA**

4128 Thank you. So what we're saying is if we agree to this, we have no say. And I'm saying we don't
4129 really know what it is that we're agreeing to, and we don't have an agreement. A development
4130 agreement is a contract with, a contract; it assumes agreement.

4131 On the other hand, to vote no, no presents concerns about it's, what, next in the property, what
4132 goes next, and we've heard that discussion. However, it does bring us closure. I've heard the
4133 appeal for that, on both sides. It resets the discussion if there is going to be a discussion into the

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

4134 future. It also levels the playing field for – the future and encourages a dialogue and compromise
4135 heretofore not seen.

4136 In speaking with the City Attorney, a new agreement can come back at any time, even if we vote
4137 no to this one. You just can't bring this one back for a year, but you can bring another one back
4138 right away.

4139 To abey. We've heard a lot of discussion about delaying today. A vote to abey for two weeks or
4140 even a month is an attractive option. We hope, we would hope it would allow all parties to
4141 address their concerns, and actually come to an agreement. However, it's easily argued, what's
4142 the point? It's been two years.

4143 At this point, and we've heard that length of time repeatedly today, two, two and a half years.

4144 After that period of time, you would expect an agreement to be perfect, to be no typos and
4145 everything squared away. In addition, this meeting has been on the books for six weeks.

4146 What have we done? In the, there has only been minor movement in the agreement by either
4147 party in the last seven days. So what would an abeyment (sic) do?

4148 This Council is the body to determine policy. And I think it's fair to say that this document, as it
4149 stands, whichever version we're looking at right now, is not good policy. I want to, it appears we
4150 are at an impasse. And remember, this is, we are voting on an agreement for all the marbles.

4151 There is no changing it later if we vote yes. If we were working on a major modification or a
4152 general plan amendment, that would be different.

4153 I've heard that we may need an opportunity for the community and the developer to move on.

4154 I've heard that loud and clear today. So, Madame Mayor, I would like to make a motion, and I

4155 **move to deny** this Development Agreement. And I ask my colleagues to join me in protecting
4156 this community, and respecting the developer.

4157

4158 **COUNCILWOMAN FIORE**

4159 Mayor, may I ask if Councilman Seroka would consider a motion to maybe withdraw?

4160

4161 **COUNCILMAN BARLOW**

4162 The, withdraw without prejudice?

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

4163 **COUNCILWOMAN FIORE**

4164 Yeah, withdraw without prejudice.

4165

4166 **COUNCILMAN COFFIN**

4167 Who has asked that?

4168

4169 **COUNCILMAN BARLOW**

4170 That's what she's asking.

4171

4172 **COUNCILWOMAN FIORE**

4173 Yeah.

4174

4175 **BRAD JERBIC**

4176 It seems to me, and let me talk to Tom, as well. I don't know that there's really any difference. A

4177 withdrawal, since they can come back with another agreement any time, a different agreement,

4178 certainly a different agreement, maybe even this agreement, it would operate almost as the same.

4179 If it's withdrawn, it's off until somebody brings back something different, and I – can tell you we

4180 would be very disappointed if somebody tried to bring this back after there was a withdrawal,

4181 because we would expect something different, if it did come back.

4182 But that's, legally, they almost operate as the same. This would not be on the table. There would

4183 not be another vote. It would be gone until somebody proposed something else.

4184

4185 **COUNCILWOMAN FIORE**

4186 Okay.

4187

4188 **MAYOR GOODMAN**

4189 Any more comments? Because there's a motion on the floor to deny.

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

4190 **COUNCILWOMAN FIORE**

4191 So if – I, this is my, I understand the motion to deny. And my biggest concern with denying this
4192 is, again, just having Badlands in – limbo. And so today this is what I heard, and I took some
4193 notes. And so you guys are not upset that you don't have a golf course, like my Silverstone folks
4194 are. My residents are upset about their golf course. You guys are upset about a contractor. Okay.
4195 And you're willing to fight for the developer to go into foreclosure so another developer can
4196 come in.

4197 That's what I heard, and as a woman with intuition, I, it kind of sounds like you have some
4198 lenders and investors and lots of dollars to take this property. And that's basically forcing the –
4199 contractor out of dollars. So, that's, I'm going to vote no on this, because I want 30 days. So if it
4200 passes, it passes. If it fails, I'm gonna come back with a motion to give us 30 days.

4201

4202 **COUNCILMAN BARLOW**

4203 Mayor?

4204

4205 **MAYOR GOODMAN**

4206 Yeah?

4207

4208 **COUNCILMAN BARLOW**

4209 I don't know what it's worth, but we've been at this for quite some time now. And I believe that
4210 we, one last ditch effort, I don't think 30 days is going to impact us. After 30, you know, come 30
4211 days from now, I may have a different feeling, in relation to where we are with this. And so, I
4212 believe, that 30 days is one last ditch effort, because I, what I really don't want is for the golf
4213 course to go down, specifically after the photos that I've seen.

4214 I used to play Badlands quite a bit. It was one of my favorite courses. And so, to see where it is,
4215 in this state right now, it can only get worse. And I just hate that the residents in this area would
4216 have to live with the golf course being in such grave despair moving forward. And so, I would at
4217 least wanna try one more opportunity for a 30-day approach. Thank you.

**CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

4218 **MAYOR GOODMAN**

4219 And I'm going to add into that, because we have spent two years at this, and I am going to ask,
4220 after this vote, we'll see where it lands. I still believe that this is something we can work through,
4221 want those 30 days as well, and I still would ask, depending on this may pass, and I really
4222 appreciate everything you've done, your research, everything, your earnestness in this, that,
4223 Councilman Seroka, and really appreciate it. But my – hope would be that with those 30 days
4224 and then at that point asking staff to create this from what everything that they've heard, that I
4225 started with this morning or whenever it was, that we would go there.
4226 But there is a motion on the floor. The vote would be to agree with Councilman Seroka that a
4227 vote for yea is a vote to support his motion that says denial. Correct?
4228 Okay. So I am calling for the vote. Please vote.

4229

4230 **COUNCILWOMAN TARKANIAN**

4231 Madame Mayor –

4232

4233 **MAYOR GOODMAN**

4234 Yes –

4235

4236 **COUNCILWOMAN TARKANIAN**

4237 – can I just say that I would prefer to wait the 30 days, but out of respect for the person who,
4238 who's mostly involved with this, I would go for the denial.

4239

4240 **MAYOR GOODMAN**

4241 Okay. So you have to vote. Vote your yea. Okay. And, Councilman Coffin, please vote. And
4242 then I'm going to ask you to post. No, she's voting. Your comment – was?

4243

4244 **COUNCILWOMAN TARKANIAN**

4245 I would prefer – waiting the 30 days. I'm just one of those people that feels you never give up.
4246 However, he has had a lot more time to read the research, and I'm going to go on the basis of

CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31

4247 what he recommends as the leader in that area.

4248

4249 **MAYOR GOODMAN**

4250 Oh. All right. So, please post. Everybody's –

4251

4252 **COUNCILWOMAN TARKANIAN**

4253 Oh, I do that all the time. Sorry.

4254

4255 **MAYOR GOODMAN**

4256 How do you know? Oh, because you have the vote.

4257

4258 **COUNCILMAN BARLOW**

4259 Right.

4260

4261 **MAYOR GOODMAN**

4262 And then, please post. And the motion carries.

4263

4264 **COUNCILMAN BARLOW**

4265 Yes, she has to revote.

4266

4267 **MAYOR GOODMAN**

4268 We withdraw the whole the vote? Bring it back to us and we all revote?

4269

4270 **COUNCILMAN BARLOW**

4271 No, she has it right there.

4272

4273 **MAYOR GOODMAN** Oh, you have it. Yeah. Hold back. Withdraw your vote. And the motion

4274 carries. **(Motion to Deny carried with Goodman, Barlow and Fiore voting NO.)** So the

4275 motion has been upheld to deny. And thank you all for your support and efforts and where we

CITY COUNCIL MEETING OF
AUGUST 2, 2017
COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31

4276 are.

4277 So, we will now move, yes, please. Turn your microphone on.

4278

4279 **CHRIS KAEMPFER**

4280 If I may just please just thank staff for their hard work in this, especially Brad Jerbic and Tom

4281 Perrigo, and I appreciate what they've done.

4282

4283 **MAYOR GOODMAN**

4284 Everybody, please keep your voices down as you're going out.

4285

4286 **CHRIS KAEMPFER**

4287 They know I appreciate what they've done.

4288

4289 **MAYOR GOODMAN**

4290 Yes.

4291

4292 **CHRIS KAEMPFER**

4293 You know that the suggestion that they worked, on behalf of the developer, is insane, and it was

4294 their efforts that got it from 3,000 units to 2,000. It was their efforts that got three towers to two.

4295

4296 **MAYOR GOODMAN**

4297 Thank you. No, they work very hard.

4298

4299 **CHRIS KAEMPFER**

4300 It was their efforts that got, I mean, staff did an incredible job on behalf of the City and the

4301 neighbors. Thank you.

4302

4303 **MAYOR GOODMAN**

4304 Thank you, Mr. Kaempfer. Thank you. Thank you very much. All right. We will then move on to

EXHIBIT “PP”

00820

PECCOLE WEST

A PORTION OF SECTION 31 AND THE WEST HALF (w 1/2) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, MOUNT DIABLO MERIDIAN, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



ANTYCHYBOWYWEŁE ODBIERAŁE

1. *Abstracts*. Abstracts of the papers presented at the 1964 Annual Meeting of the American Society for the Advancement of Science, held in Washington, D.C., on December 1-5, 1964. The abstracts are arranged in alphabetical order of the authors' names. The abstracts are published in the *Journal of the American Society for the Advancement of Science*, Vol. 1, No. 1, 1965.

27. JINBY C. QUANTITATIVE ANALYSIS OF POLYMERIZATION. J. - W. H. LEE. IN: POLYMERIZATION. A. P. STEINBERG, ED. Vol. 1. Academic Press, New York, 1965, p. 1-10. 10 refs.

10-11-68
10-12-68
10-13-68
10-14-68
10-15-68
10-16-68
10-17-68
10-18-68
10-19-68
10-20-68
10-21-68
10-22-68
10-23-68
10-24-68
10-25-68
10-26-68
10-27-68
10-28-68
10-29-68
10-30-68
10-31-68

10-1-69
10-2-69
10-3-69
10-4-69
10-5-69
10-6-69
10-7-69
10-8-69
10-9-69
10-10-69
10-11-69
10-12-69
10-13-69
10-14-69
10-15-69
10-16-69
10-17-69
10-18-69
10-19-69
10-20-69
10-21-69
10-22-69
10-23-69
10-24-69
10-25-69
10-26-69
10-27-69
10-28-69
10-29-69
10-30-69
10-31-69

11-1-69
11-2-69
11-3-69
11-4-69
11-5-69
11-6-69
11-7-69
11-8-69
11-9-69
11-10-69
11-11-69
11-12-69
11-13-69
11-14-69
11-15-69
11-16-69
11-17-69
11-18-69
11-19-69
11-20-69
11-21-69
11-22-69
11-23-69
11-24-69
11-25-69
11-26-69
11-27-69
11-28-69
11-29-69
11-30-69
11-31-69

12-1-69
12-2-69
12-3-69
12-4-69
12-5-69
12-6-69
12-7-69
12-8-69
12-9-69
12-10-69
12-11-69
12-12-69
12-13-69
12-14-69
12-15-69
12-16-69
12-17-69
12-18-69
12-19-69
12-20-69
12-21-69
12-22-69
12-23-69
12-24-69
12-25-69
12-26-69
12-27-69
12-28-69
12-29-69
12-30-69
12-31-69

1-1-70
1-2-70
1-3-70
1-4-70
1-5-70
1-6-70
1-7-70
1-8-70
1-9-70
1-10-70
1-11-70
1-12-70
1-13-70
1-14-70
1-15-70
1-16-70
1-17-70
1-18-70
1-19-70
1-20-70
1-21-70
1-22-70
1-23-70
1-24-70
1-25-70
1-26-70
1-27-70
1-28-70
1-29-70
1-30-70
1-31-70

2-1-70
2-2-70
2-3-70
2-4-70
2-5-70
2-6-70
2-7-70
2-8-70
2-9-70
2-10-70
2-11-70
2-12-70
2-13-70
2-14-70
2-15-70
2-16-70
2-17-70
2-18-70
2-19-70
2-20-70
2-21-70
2-22-70
2-23-70
2-24-70
2-25-70
2-26-70
2-27-70
2-28-70
2-29-70
2-30-70
2-31-70

3-1-70
3-2-70
3-3-70
3-4-70
3-5-70
3-6-70
3-7-70
3-8-70
3-9-70
3-10-70
3-11-70
3-12-70
3-13-70
3-14-70
3-15-70
3-16-70
3-17-70
3-18-70
3-19-70
3-20-70
3-21-70
3-22-70
3-23-70
3-24-70
3-25-70
3-26-70
3-27-70
3-28-70
3-29-70
3-30-70
3-31-70

4-1-70
4-2-70
4-3-70
4-4-70
4-5-70
4-6-70
4-7-70
4-8-70
4-9-70
4-10-70
4-11-70
4-12-70
4-13-70
4-14-70
4-15-70
4-16-70
4-17-70
4-18-70
4-19-70
4-20-70
4-21-70
4-22-70
4-23-70
4-24-70
4-25-70
4-26-70
4-27-70
4-28-70
4-29-70
4-30-70
4-31-70

5-1-70
5-2-70
5-3-70
5-4-70
5-5-70
5-6-70
5-7-70
5-8-70
5-9-70
5-10-70
5-11-70
5-12-70
5-13-70
5-14-70
5-15-70
5-16-70
5-17-70
5-18-70
5-19-70
5-20-70
5-21-70
5-22-70
5-23-70
5-24-70
5-25-70
5-26-70
5-27-70
5-28-70
5-29-70
5-30-70
5-31-70

6-1-70
6-2-70
6-3-70
6-4-70
6-5-70
6-6-70
6-7-70
6-8-70
6-9-70
6-10-70
6-11-70
6-12-70
6-13-70
6-14-70
6-15-70
6-16-70
6-17-70
6-18-70
6-19-70
6-20-70
6-21-70
6-22-70
6-23-70
6-24-70
6-25-70
6-26-70
6-27-70
6-28-70
6-29-70
6-30-70
6-31-70

7-1-70
7-2-70
7-3-70
7-4-70
7-5-70
7-6-70
7-7-70
7-8-70
7-9-70
7-10-70
7-11-70
7-12-70
7-13-70
7-14-70
7-15-70
7-16-70
7-17-70
7-18-70
7-19-70
7-20-70
7-21-70
7-22-70
7-23-70
7-24-70
7-25-70
7-26-70
7-27-70
7-28-70
7-29-70
7-30-70
7-31-70

8-1-70
8-2-70
8-3-70
8-4-70
8-5-70
8-6-70
8-7-70
8-8-70
8-9-70
8-10-70
8-11-70
8-12-70
8-13-70
8-14-70
8-15-70
8-16-70
8-17-70
8-18-70
8-19-70
8-20-70
8-21-70
8-22-70
8-23-70
8-24-70
8-25-70
8-26-70
8-27-70
8-28-70
8-29-70
8-30-70
8-31-70

9-1-70
9-2-70
9-3-70
9-4-70
9-5-70
9-6-70
9-7-70
9-8-70
9-9-70
9-10-70
9-11-70
9-12-70
9-13-70
9-14-70
9-15-70
9-16-70
9-17-70
9-18-70
9-19-70
9-20-70
9-21-70
9-22-70
9-23-70
9-24-70
9-25-70
9-26-70
9-27-70
9-28-70
9-29-70
9-30-70
9-31-70

10-1-70
10-2-70
10-3-70
10-4-70
10-5-70
10-6-70
10-7-70
10-8-70
10-9-70
10-10-70
10-11-70
10-12-70
10-13-70
10-14-70
10-15-70
10-16-70
10-17-70
10-18-70
10-19-70
10-20-70
10-21-70
10-22-70
10-23-70
10-24-70
10-25-70
10-26-70
10-27-70
10-28-70
10-29-70
10-30-70
10-31-70

11-1-70
11-2-70
11-3-70
11-4-70
11-5-70
11-6-70
11-7-70
11-8-70
11-9-70
11-10-70
11-11-70
11-12-70
11-13-70
11-14-70
11-15-70
11-16-70
11-17-70
11-18-70
11-19-70
11-20-70
11-21-70
11-22-7

[Signature]

USAGES OF BEGINNINGS

CONTROL OF SPENT

[illegible]

1955-1956

[illegible]

RESEARCHER'S NOTE:

FOR SIGNIFICANT CHANGE TO THE MAP
OF 1962, BE FORWARDED FOR THE
REVISION OF THE COMMISSION
3343 10TH AVE. NW
WASH. D.C. 20001

3-24-18

Surveying Inc.

13385

2022-23

Box 093-1900

—

LOANED TO BY BORROWER'S NAME, DATE BORROWED IN, & DATE
Bartholomew D. Payne 3/4/96
 BY A MEMBER OF THE BOARD OF TRUSTEES

AMENDED

Klausen Sullivan

RECEIVED BY THE DIRECTOR OF THE
BUREAU OF THE ARMY
WASHINGTON, D. C. 20315

00820

AMENDED

A PORTION OF SECTION 31 AND THE WEST (W 1/2) OF SECTION 32,
RANGE 60 EAST, MOUNT DIABLO MERIDIAN, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA
TOWNSHIP 20 SOUTH;

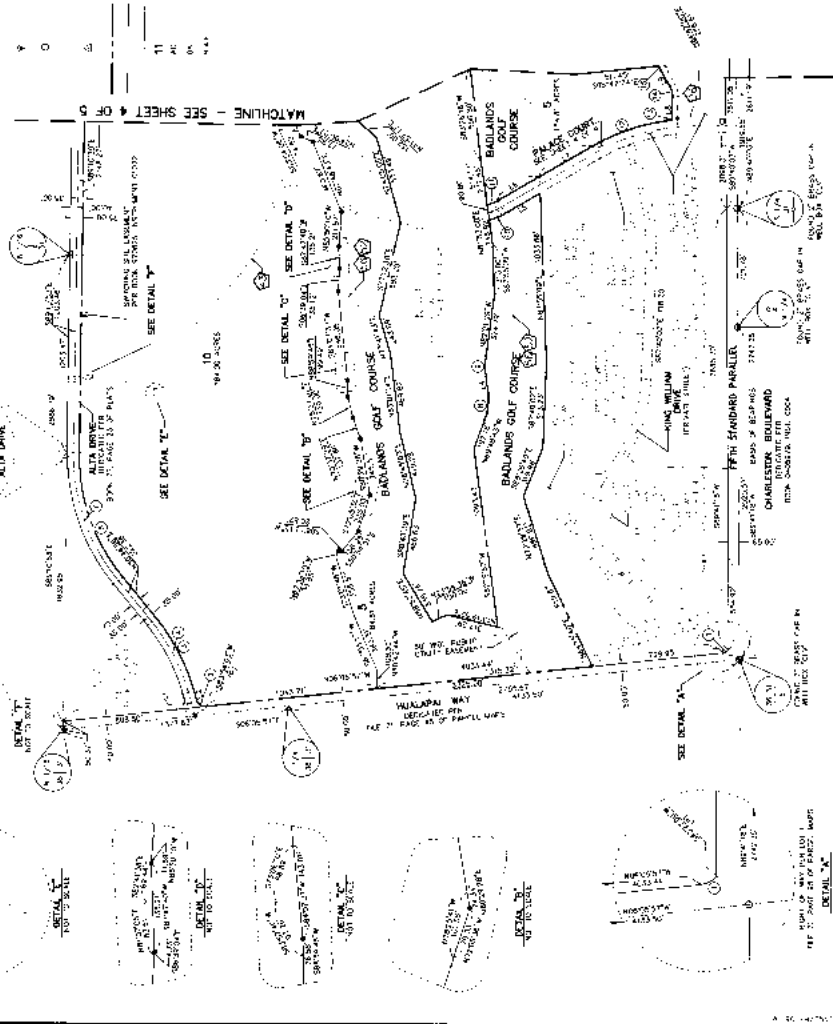


500

- [illegible]

LINE	BEARING	DISTANCE
1	N 53° 43' E	152.02
2	S 75° 56' E	103.03
3	N 67° 40' E	5.82
4	S 13° 17' E	14.56
5	S 45° 54' E	34.25
6	N 61° 34' E	20.51
7	S 72° 25' E	134.59
8	N 67° 53' E	131.00
9	S 69° 07' E	15.48

CURVE	DELTA	RADIUS	LENGTH	TANGENT
1	6.7030°	34.30'	58.13'	19.89'
2	2.7830°	125.50'	461.54'	205.89'
3	2.9225°	175.50'	481.86'	224.82'
4	2.9225°	175.50'	481.86'	224.82'
5	2.9225°	175.50'	481.86'	224.82'
6	2.9225°	175.50'	481.86'	224.82'
7	2.9225°	175.50'	481.86'	224.82'
8	2.9225°	175.50'	481.86'	224.82'
9	2.9225°	175.50'	481.86'	224.82'
10	2.9225°	175.50'	481.86'	224.82'
11	2.9225°	175.50'	481.86'	224.82'
12	2.9225°	175.50'	481.86'	224.82'
13	2.9225°	175.50'	481.86'	224.82'
14	2.9225°	175.50'	481.86'	224.82'
15	2.9225°	175.50'	481.86'	224.82'
16	2.9225°	175.50'	481.86'	224.82'
17	2.9225°	175.50'	481.86'	224.82'
18	2.9225°	175.50'	481.86'	224.82'
19	2.9225°	175.50'	481.86'	224.82'
20	2.9225°	175.50'	481.86'	224.82'
21	2.9225°	175.50'	481.86'	224.82'
22	2.9225°	175.50'	481.86'	224.82'
23	2.9225°	175.50'	481.86'	224.82'
24	2.9225°	175.50'	481.86'	224.82'
25	2.9225°	175.50'	481.86'	224.82'
26	2.9225°	175.50'	481.86'	224.82'
27	2.9225°	175.50'	481.86'	224.82'
28	2.9225°	175.50'	481.86'	224.82'
29	2.9225°	175.50'	481.86'	224.82'
30	2.9225°	175.50'	481.86'	224.82'
31	2.9225°	175.50'	481.86'	224.82'
32	2.9225°	175.50'	481.86'	224.82'
33	2.9225°	175.50'	481.86'	224.82'
34	2.9225°	175.50'	481.86'	224.82'
35	2.9225°	175.50'	481.86'	224.82'
36	2.9225°	175.50'	481.86'	224.82'
37	2.9225°	175.50'	481.86'	224.82'
38	2.9225°	175.50'	481.86'	224.82'
39	2.9225°	175.50'	481.86'	224.82'
40	2.9225°	175.50'	481.86'	224.82'
41	2.9225°	175.50'	481.86'	224.82'
42	2.9225°	175.50'	481.86'	224.82'
43	2.9225°	175.50'	481.86'	224.82'
44	2.9225°	175.50'	481.86'	224.82'
45	2.9225°	175.50'	481.86'	224.82'
46	2.9225°	175.50'	481.86'	224.82'
47	2.9225°	175.50'	481.86'	224.82'
48	2.9225°	175.50'	481.86'	224.82'
49	2.9225°	175.50'	481.86'	224.82'
50	2.9225°	175.50'	481.86'	224.82'
51	2.9225°	175.50'	481.86'	224.82'
52	2.9225°	175.50'	481.86'	224.82'
53	2.9225°	175.50'	481.86'	224.82'
54	2.9225°	175.50'	481.86'	224.82'
55	2.9225°	175.50'	481.86'	224.82'
56	2.9225°	175.50'	481.86'	224.82'
57	2.9225°	175.50'	481.86'	224.82'
58	2.9225°	175.50'	481.86'	224.82'
59	2.9225°	175.50'	481.86'	224.82'
60	2.9225°	175.50'	481.86'	224.82'
61	2.9225°	175.50'	481.86'	224.82'
62	2.9225°	175.50'	481.86'	224.82'
63	2.9225°	175.50'	481.86'	224.82'
64	2.9225°	175.50'	481.86'	224.82'
65	2.9225°	175.50'	481.86'	224.82'
66	2.9225°	175.50'	481.86'	224.82'
67	2.9225°	175.50'	481.86'	224.82'
68	2.9225°	175.50'	481.86'	224.82'
69	2.9225°	175.50'	481.86'	224.82'
70	2.9225°	175.50'	481.86'	224.8



REFERENCES

HOUSE	REPRESENTATIVE	TOPIC	
9	921225	0908	LES STALL WALLS WATER SEWERAGE
7	910113	0934	IN THE MOUNTAIN CO. IMPROVING PROPERTY
5	941222	0831	IN THE CITY OF ALBUQUERQUE IMPROVING
6	941222	0831	IN THE CITY OF ALBUQUERQUE IMPROVING
2	910113	0934	IN THE CITY OF ALBUQUERQUE IMPROVING

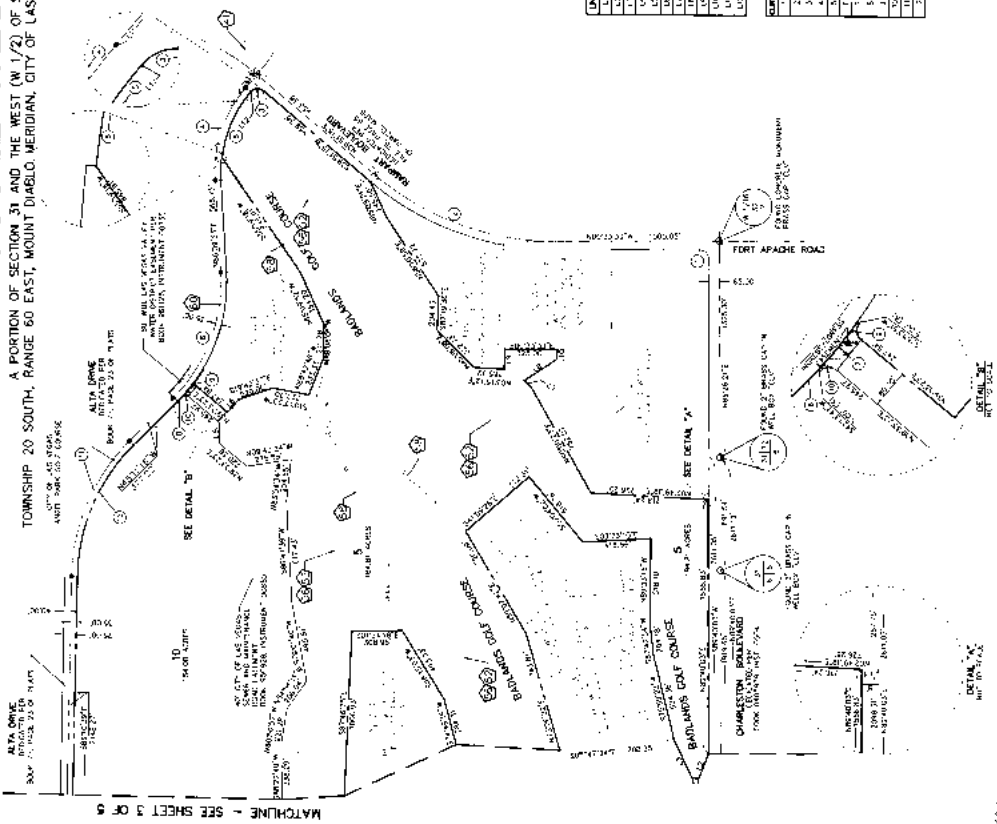
Page 3 of 5

BOOK 083 Page 057

00800

NOTES

A PORTION OF SECTION 31 AND THE WEST (W 1/2) OF SECTION 32,
TOWNSHIP 20 SOUTH, RANGE 60 EAST, MOUNT DIABLO MERIDIAN, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

[illegible][illegible]

EASEMENTS		DESCRIPTION	
PG#	DATE	PG#	DATE
41	09/23/00		
53	09/29/00		
54	09/29/00		
54	09/29/00		
54	09/29/00		
54	09/29/00		

LINE	BEARING	DISTANCE
L1	N 42° 30' 00" W	45.33'
L2	N 62° 18' 00" E	156.04'
L3	N 60° 45' 00" E	455.34'
L4	N 62° 40' 00" E	35.00'
L5	N 42° 30' 00" W	127.72'
L6	N 52° 28' 00" E	61.70'
L7	N 45° 15' 00" E	90.00'
L8	S 53° 05' 42" E	243.62'
L9	S 69° 26' 21" W	72.23'
L10	S 42° 28' 00" E	40.80'
L11	N 45° 08' 45" E	106.73'
L12	N 50° 00' 00" E	2.13'

[illegible]

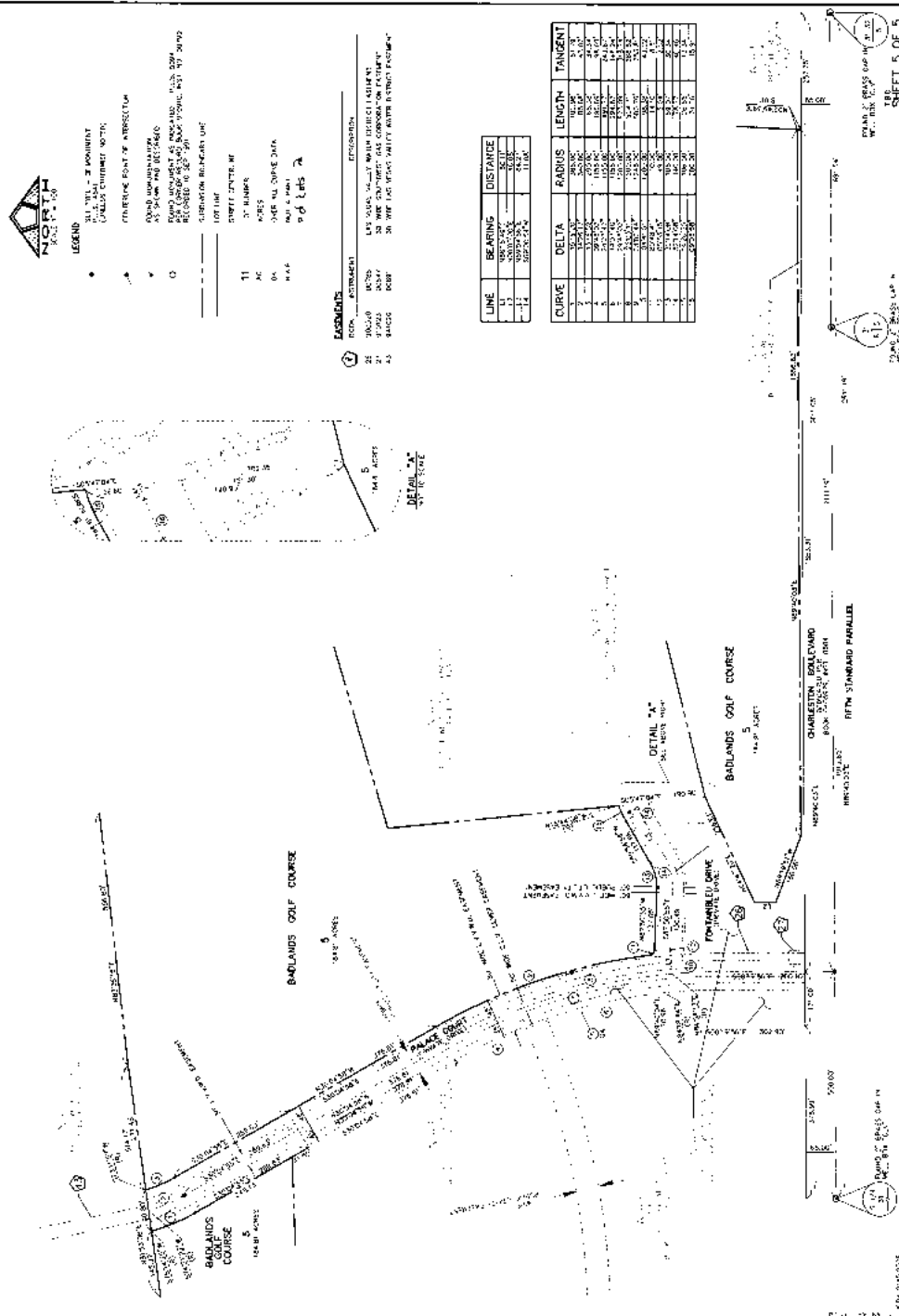
1310 P.C., 4
SHEET 4 OF 5
Bont 083 Page 0057

02820

AMENDED

A PORTION OF SECTION 31 AND THE WEST (W 1/2) OF SECTION 32,
TOWNSHIP 20 SOUTH, RANGE 60 EAST, MOUNT DIABLO MERIDIAN, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

NOTES



Book No. Page 0057

PECCOLE WEST LOT 10

BEING LOT 10 OF ARCEGO PECCOLE WEST, AS SHOWN IN BOOK X3 OF PLATS, AT PAGE 57.
SITUATE WITHIN SECTION 31 AND THE WEST HALF (W 1/2) OF SECTION 32,
TOWNSHIP 20 SOUTH, RANGE 60 EAST, MOUNT DABLO MERIDIAN, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

ACKNOWLEDGMENT

STATE OF NEVADA }
COUNTY OF CLARK } ss.
I, the undersigned, being the duly qualified and authorized officer of the County of Clark, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the public records of the County of Clark, Nevada.

Thomas A. Allen
Notary Public for the State of Nevada
My Commission Expires 11-3-98

ACKNOWLEDGMENT

STATE OF NEVADA }
COUNTY OF CLARK } ss.
I, the undersigned, being the duly qualified and authorized officer of the County of Clark, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the public records of the County of Clark, Nevada.

Thomas A. Allen
Notary Public for the State of Nevada
My Commission Expires 11-3-98

ACKNOWLEDGMENT

STATE OF NEVADA }
COUNTY OF CLARK } ss.
I, the undersigned, being the duly qualified and authorized officer of the County of Clark, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the public records of the County of Clark, Nevada.

Thomas A. Allen
Notary Public for the State of Nevada
My Commission Expires 11-3-98

ACKNOWLEDGMENT

STATE OF NEVADA }
COUNTY OF CLARK } ss.
I, the undersigned, being the duly qualified and authorized officer of the County of Clark, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the public records of the County of Clark, Nevada.

Thomas A. Allen
Notary Public for the State of Nevada
My Commission Expires 11-3-98

ACKNOWLEDGMENT

STATE OF NEVADA }
COUNTY OF CLARK } ss.
I, the undersigned, being the duly qualified and authorized officer of the County of Clark, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the public records of the County of Clark, Nevada.

Thomas A. Allen
Notary Public for the State of Nevada
My Commission Expires 11-3-98

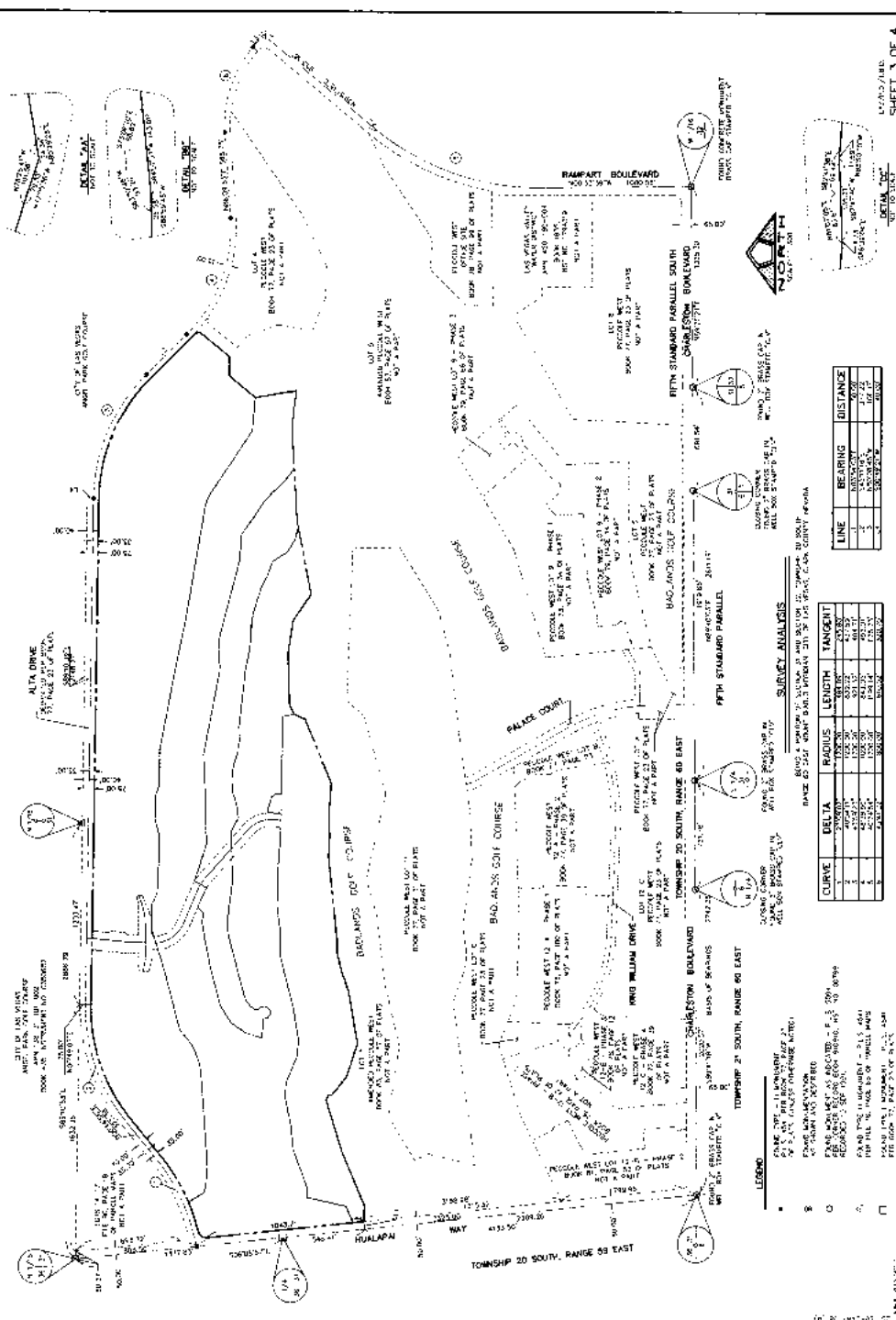
ACKNOWLEDGMENT

STATE OF NEVADA }
COUNTY OF CLARK } ss.
I, the undersigned, being the duly qualified and authorized officer of the County of Clark, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the public records of the County of Clark, Nevada.

Thomas A. Allen
Notary Public for the State of Nevada
My Commission Expires 11-3-98

BEING LOT 10 OF AMENDED PECOLE WEST, AS SHOWN IN BOOK 83 OF PLATS, AT PAGE 57.

BEING LOT 10 OF AMENDED PECOLE WEST, AS SHOWN IN BOOK 83 OF PLATS, AT PAGE 57,
SITUATE WITHIN SECTION 31 AND THE WEST HALF (W 1/2) OF SECTION 32,
TOWNSHIP 20 SOUTH, RANGE 60 EAST, MOUNT DIABLO MERIDIAN, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



Book 083 Page 005

BEING LOT 10 OF AMENDED PECOCLE WEST, AS SHOWN IN BOOK 63 OF PLATS, PAGE 57,
SITUATE WITHIN SECTION 31 AND THE WEST HALF (W 1/2) OF SECTION 32,
TOWNSHIP 20 SOUTH, RANGE 60 EAST, MOUNT DIABLO MERIDIAN, CITY OF LAS VEGAS, CLARK COUNTY,

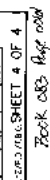
[illegible]

EXHIBIT “QQ”

FIRST AMENDMENT

Bill No. 82-73

ORDINANCE NO. 3021

AN ORDINANCE CODIFYING AND COMPILING THE GENERAL AND PERMANENT ORDINANCES OF THE CITY OF LAS VEGAS, NEVADA; ADOPTING THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1983 EDITION; PROVIDING FOR THE CONTINUOUS USE AND PERPETUAL CODIFICATION OF EACH SUBSEQUENTLY ADOPTED ORDINANCE OF GENERAL AND PERMANENT NATURE WHICH AMENDS, ALTERS, ADDS TO OR DELETES FROM THE PROVISIONS OF SAID MUNICIPAL CODE; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

Sponsored by Summary: Adopts the Las Vegas
CITY ATTORNEY'S OFFICE Municipal Code, 1983 Edition.

THE BOARD OF COMMISSIONERS OF THE CITY OF LAS VEGAS,
NEVADA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The general and permanent ordinances of the City of Las Vegas, Nevada, are hereby codified and compiled as the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, as edited and published by Book Publishing Company, and said Municipal Code is hereby accepted, approved and adopted.

SECTION 2: From and after the effective date of this ordinance, said Municipal Code, as hereby accepted, approved and adopted, shall be the official code of all ordinances of general and permanent nature of said City through Ordinance No. 2262 which was passed, adopted and approved on January 6, 1982.

SECTION 3: There is hereby adopted, as a method of perpetual codification, the loose leaf type of binding together with a continuous supplement service whereby each ordinance of general and permanent nature which is passed, adopted and approved subsequent to January 6, 1982, and which amends, alters, adds to or deletes from the provisions of said Municipal Code is to be inserted in the proper place in each of the official copies of said Municipal Code and, when so inserted, shall become an official part of said Municipal Code.

SECTION 4: At least two copies of said Municipal Code

CLV65-000942

0942

11014

1 shall at all times be on file and available for inspection in the
2 office of the City Clerk of said City, which said copies shall
3 constitute the "official copies" of said Municipal Code, and
4 two copies of said Municipal Code shall be filed with the
5 Librarian of the Supreme Court Law Library, which shall be supple-
6 mented in the same manner and at the same time as the official
7 copies of said Municipal Code are supplemented.

8 SECTION 5: The provisions of said Municipal Code shall
9 not in any manner affect matters of record which refer to, or are
10 otherwise connected with the Municipal Code of the City of
11 Las Vegas, Nevada, 1960 Edition, or with any ordinance of said
12 City which is therein specifically designated by number or
13 otherwise and which is included within the 1983 edition of said
14 Municipal Code, but such references shall be construed to apply
15 to the corresponding provisions contained within the 1983 edition
16 of said Municipal Code.

17 SECTION 6: Neither the adoption of the 1983 edition
18 of said Municipal Code nor the repeal or amendment hereby of the
19 Municipal Code of the City of Las Vegas, Nevada, 1960 Edition, or
20 of any ordinance, or any part or portion of any such ordinance,
21 of the City of Las Vegas shall in any manner affect the prosecu-
22 tions for violations of such Code or ordinance, which violations
23 were committed prior to the effective date thereof, nor be
24 construed as a waiver of any license, fee or penalty at said
25 effective date which is due and unpaid under such Code or ordi-
26 nance, nor be construed as affecting any of the provisions of
27 such Code or of any such ordinance which relates to the collection
28 of any such license, fee or penalty or the penal provisions which
29 are applicable to any violation thereof, nor to affect the validity
30 of any bond or cash deposit in lieu thereof which is required to
31 be posted, filed or deposited pursuant to such Code or to any such
32 ordinance, and all rights and obligations thereunder appertaining

1 shall continue in full force and effect.

2 SECTION 7: If any section, subsection, subdivision,
3 paragraph, sentence, clause or phrase in this ordinance or in
4 the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition,
5 which is hereby adopted, or any part thereof, is for any reason
6 held to be unconstitutional or invalid or ineffective by any
7 court of competent jurisdiction, such decision shall not affect
8 the validity or effectiveness of the remaining portions of this
9 ordinance or of said Municipal Code, or any part thereof. The
10 Board of Commissioners of the City of Las Vegas hereby declares
11 that it would have passed, approved and adopted this ordinance,
12 and each section, subsection, subdivision, paragraph, sentence,
13 clause or phrase of said Municipal Code, irrespective of the
14 fact that any one or more sections, subsections, subdivisions,
15 paragraphs, sentences, clauses or phrases be declared unconstitu-
16 tional, invalid or ineffective, and, if for any reason this
17 ordinance or said Municipal Code should be declared unconstitutional,
18 invalid or ineffective, the original ordinance or ordinances, as
19 from time to time amended, which are codified and compiled herein
20 shall be in full force and effect.

21 SECTION 8: All ordinances or parts of ordinances, and
22 all sections, subsections, phrases, sentences, clauses or para-
23 graphs which are contained in the Municipal Code of the City of
24 Las Vegas, Nevada, 1960 Edition, are hereby repealed.

25 PASSED, ADOPTED and APPROVED this 15th day of
26 December _____, 1982.

27 APPROVED:

28 
29 BY WILLIAM H. BRIARE, Mayor

30 ATTEST:

31 
32 Carol Ann Hawley, City Clerk

1 The above and foregoing ordinance was first proposed and read by
2 title to the Board of Commissioners on the 1st day of December
3 , 1982, and referred to the following committee composed
4 of Commissioners Lurie and Levy
5 for recommendation; thereafter the said committee reported
6 favorably on said ordinance on the 15th day of December,
7 1982, which was a regular meeting of said Board;
8 that at said regular meeting, the proposed ordinance
9 was read by title to the Board of Commissioners as amended and
10 adopted by the following vote:

11
12 VOTING "AYE" Commissioners: Christensen, Levy, Lurie, Pearson, and Mayor Briare

13 VOTING "NAY" Commissioners: NONE

14 ABSENT: NONE

15 APPROVED:

16
17 William H. Briare
18 WILLIAM H. BRIARE, Mayor

19 ATTEST:

20
21 Carol Ann Hawley
22 CAROL ANN HAWLEY, City Clerk

updated
by Supp # 2
June 8/83

PREFACE

The Las Vegas Municipal Code, originally published by Book Publishing Company in 1982, has been kept current by regular supplementation.

During original codification, the ordinances were compiled, edited and indexed by the editorial staff of Book Publishing Company under the direction of George Ogilvie, City Attorney.

The code is organized by subject matter under an expandable three-factor decimal numbering system which is designed to facilitate supplementation without disturbing the numbering of existing provisions. Each section number designates, in sequence, the numbers of the title, chapter, and section. Thus, Section 18.12.050 is Section .050, located in Chapter .12 of Title 18. In most instances, sections are numbered by tens (.010, .020, .030, etc.), leaving nine vacant positions between original sections to accommodate future provisions. Similarly, chapters and titles are numbered to provide for internal expansion.

In parentheses following each section is a legislative history identifying the specific sources for the provisions of that section. This legislative history is complemented by an ordinance disposition table, following the text of the code, listing by number all ordinances, their subjects, and where they appear in the codification.

A subject-matter index, with complete cross-referencing, locates specific code provisions by individual section numbers.

This supplement brings the code up to date through Ordinance 2292, passed June 16, 1982.

SUPREME COURT LIBRARY

FEB 1 1983

SUPREME COURT CLERK

Book Publishing Company
2518 Western Avenue
Seattle, Washington 98121

CLV65-000946

0946

11018

*Updated
by Suppl #3
dated 8-83
rec'd 11-4-83*

PREFACE

The Las Vegas Municipal Code, originally published by Book Publishing Company in 1982, has been kept current by regular supplementation.

During original codification, the ordinances were compiled, edited and indexed by the editorial staff of Book Publishing Company under the direction of George Ogilvie, City Attorney.

The code is organized by subject matter under an expandable three-factor decimal numbering system which is designed to facilitate supplementation without disturbing the numbering of existing provisions. Each section number designates, in sequence, the numbers of the title, chapter, and section. Thus, Section 18.12.050 is Section .050, located in Chapter .12 of Title 18. In most instances, sections are numbered by tens (.010, .020, .030, etc.), leaving nine vacant positions between original sections to accommodate future provisions. Similarly, chapters and titles are numbered to provide for internal expansion.

In parentheses following each section is a legislative history identifying the specific sources for the provisions of that section. This legislative history is complemented by an ordinance disposition table, following the text of the code, listing by number all ordinances, their subjects, and where they appear in the codification.

A subject-matter index, with complete cross-referencing, locates specific code provisions by individual section numbers.

This supplement brings the code up to date through Ordinance 3041, passed April 6, 1983.

Book Publishing Company
2518 Western Avenue
Seattle, Washington 98121

(Las Vegas 6-83)

CLV65-000947

0947

11019

19.16.060

feet. The minimum frontage shall be ninety feet, except in the case of prior-recorded lots, which may be used as provided in Section 19.60.010. (Ord. 972 § 10(C), 1962: prior code § 11-1-10(C))

19.16.060 Front yard. No building shall be erected closer than twenty five feet to either the front property line of the building site or the line of any future street as provided in the Major Street Section of the Master Plan codified in Chapter 13.12 or any official street plan. (Ord. 972 § 10(D), 1962: prior code § 11-1-10(D))

19.16.070 Side yard. There shall be a side yard on each side of a building in the R-D District. Such side yard shall not be less than ten feet. On a corner lot recorded subsequent to the adoption of the 1962 ordinance codified in this Title, and lots recorded under the provisions of Title 18, there shall be a side yard of not less than fifteen feet extending to the rear property line on the street side of the lot. (Ord. 972 § 10(E), 1962: prior code § 11-1-10(E))

19.16.080 Rear yard. There shall be a rear yard of not less than thirty feet in the R-D District; provided, however, a covered patio or carport may extend up to fifteen feet of the rear property lines. A covered patio may be enclosed provided that each exterior wall shall consist of at least fifty percent screen area, screen being of a mesh character allowing a free flow of air, which shall not be covered. (Ord. 1726 § 1 (part), 1974: Ord. 1696 § 1 (part), 1974: Ord. 972 § 10(F), 1962: prior code § 11-1-10(F))

Chapter 19.18

R-PD RESIDENTIAL PLANNED DEVELOPMENT DISTRICT

Sections:

- 19.18.010 Purpose.
- 19.18.020 Permitted uses.
- 19.18.025 Liquefied petroleum gas installations.
- 19.18.030 Density designation.
- 19.18.040 Size.
- 19.18.050 Presubmission conference—Plans required.
- 19.18.060 Plans approval, conditions, conformance.
- 19.18.070 Design standards—Designated—Accordance.
- 19.18.080 Common recreation, other facilities.
- 19.18.090 Subdivision procedure conformance.

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

(Ord. 1582 § 3 (part), 1972; prior code § 11-1-11.B(A))

19.18.020 Permitted uses. A development in the R-PD District may consist of attached or detached single-family units, townhouses, cluster units, condominiums, garden apartments, or any combination thereof.

(Ord. 1582 § 3 (part), 1972; prior code § 11-1-11.B(B))

19.18.025 Liquefied petroleum gas installations. Liquefied petroleum gas installations are permitted as an accessory use in the R-PD District, subject to the limitations set forth in Sections 19.55.010 and 19.55.020

(Ord. 3224 § 8, 1986)

19.18.030 Density designation. The number of dwelling units permitted per gross acre in the R-PD District shall be determined by the General Land Use Plan. The number of dwelling units per gross acre shall be placed after the zoning symbol "R-PD"; for example, a development for six units per gross acre shall be designated as "R-PD6."

(Ord. 1582 § 3 (part), 1972; prior code § 11-1-11.B(C))

19.18.040 Size. The minimum site area requested in the R-PD District shall be five acres, except the Board of Commissioners may waive the minimum site area.

(Ord. 1582 § 3 (part), 1972; prior code § 11-1-11.B(D))

19.18.050 Presubmission conference — Plans required.

(A) Generally, a presubmission conference shall be required for a planned unit development with the developer, or his authorized representative, and staff of the Planning Department to discuss density requirements and preliminary site planning.

(B) Plans necessary for submission with an application for a planned unit development are as follows:

(1) Five sets of complete development plans showing the proposed uses for the property including dimensions and location of all proposed structures, parking spaces, common areas, private drives,

19.18.060

public streets and the exterior boundaries. If the development is to be constructed in phases, each phase shall be delineated on the site plan. Each set of plans shall include floor plans and elevations of buildings;

(2) Drainage information which shall consist of either a contour map or sufficient information indicating the general flow pattern or percentage of slope;

(3) One copy of the conditions, covenants and restrictions (CC&R's).
(Ord. 1582 § 3 (part), 1972: prior code § 11-1-11.B(E))

19.18.060 Plans approval, conditions, conformance.

(A) Plans shall be approved by the Planning Commission and the Board of Commissioners. Upon completion of the construction, in accordance with the approved plan, no changes of any type shall be permitted unless first approved by the Board of Commissioners;

(B) The Planning Commission and the Board of Commissioners, in their approval, may attach whatever conditions they deem necessary to ensure the proper amenities of residential usage and to assure that the proposed development will be compatible with surrounding existing and proposed land uses.
(Ord. 1582 § 3 (part), 1972: prior code § 11-1-11.B(F))

19.18.070 Design standards — Designated — Accordance. All developments shall be in accordance with the design standards adopted by the Board of Commissioners as evidenced by a resolution of record and copies of said resolution shall be available in the Planning Department. The design standards in the resolution may be amended when deemed necessary by the Board of Commissioners.
(Ord. 2185 § 1 (part), 1981: Ord. 1582 § 3 (part), 1972: prior code § 11-1-11.B(G) (part))

19.18.080 Common recreation, other facilities. All developments shall provide common recreation facilities or other common facilities when deemed necessary by the Board of Commissioners; however, common open space shall be provided for all developments in this district containing single family compact-lot units.
(Ord. 2185 § 1 (part), 1981: prior code § 11-1-11.B(G)(part))

19.18.090 Subdivision procedure conformance. A planned unit development shall follow the standard subdivision procedure. The tentative map shall include the public and private street design and dimension, lot design and dimension, location of driveways, buildings, walls,

fences, walkways, open space areas, parking areas, drainage information, street names and location of utilities. The final map shall indicate the use, location and dimension of all proposed structures, streets, easements, driveways, walkways, parking areas, recreational facilities, open spaces and landscaped areas.

(Ord. 1582 § 3 (part), 1972; prior code § 11-1-11.B(H))

Chapter 19.20

R-1 SINGLE-FAMILY RESIDENCE DISTRICT

Sections:

- 19.20.010 Permitted uses—Accessories.
- 19.20.020 Conditional uses.
- 19.20.030 Height limit.
- 19.20.040 Building site area, frontage.
- 19.20.050 Front yard.
- 19.20.060 Side yard.
- 19.20.070 Rear yard.
- 19.20.080 Lot coverage.

19.20.010 Permitted uses — Accessories. Uses permitted in the R-1 District include:

(A) One-family dwellings of a permanent character, placed in a permanent location, containing not more than one kitchen and occupied by but one family;

(B) Flower gardening and private nursery and greenhouse for purposes of propagation and culture, when incidental to the residential use of the property and not for commercial purposes;

(C) Family child-care home as defined in Chapter 6.24, provided such facility is approved by the Child Welfare Board and meets all duly adopted standards for such facility;

(D) Accessory buildings and uses incidental to the use of the property as a single-family residence;

(E) Liquefied petroleum gas installations, as an accessory use, subject to the limitations set forth in Sections 19.55.010 and 19.55.020. (Ord. 3224 § 9, 1986; Ord. 3050 § 11, 1983; Ord. 972 § 11(A)(1—4), 1962; prior code § 11-1-11(A)(1—4))

19.20.020 Conditional uses. The following additional uses are permitted in the R-1 District, subject to the securing of a use permit and in each case as provided in Chapter 19.90:

EXHIBIT “RR”

Bill No. 81-51

ORDINANCE NO. 2185

AN ORDINANCE TO AMEND TITLE XI, CHAPTER 1 OF THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1960 EDITION, BY ADDING A NEW SECTION 11.C ENTITLED "R-CL, SINGLE FAMILY, COMPACT LOT DISTRICT REGULATIONS" WHICH PROVIDES FOR COMPACT LOT DEVELOPMENTS IN SUBURBAN RESIDENTIAL AREAS; AND TO AMEND TITLE XI, CHAPTER 1, SECTION 11.B, SUBSECTION (G) TO REQUIRE COMMON OPEN SPACE IF COMPACT LOT DEVELOPMENTS ARE PROPOSED IN THE R-PD DISTRICT; TO PROVIDE FOR OTHER MATTERS PROPERLY RELATING THERETO; TO PROVIDE PENALTIES FOR THE VIOLATION THEREOF; AND TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

Sponsored by
COMMISSIONER RON LURIE

Summary: The proposed bill establishes the R-CL - Single Family Compact Lot zoning district and the regulations therefor and requires common open space if compact lot developments are proposed in the R-PD district.

THE BOARD OF COMMISSIONERS OF THE CITY OF LAS VEGAS,
NEVADA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title XI, Chapter 1, Section 11.B, Subsection (G) of the Municipal Code of the City of Las Vegas, Nevada, 1960 Edition, is hereby amended to read as follows:

11-1-11.B:

(G) Development Standards: All developments shall be in accordance with the design standards adopted by the City Commission as evidenced by a resolution of record and copies of said resolution shall be available in the Planning Department. The design standards in the resolution may be amended when deemed necessary by the City Commission.

All developments shall provide common recreation facilities or other common facilities when deemed necessary by the City Commission; however, common open space shall be provided for all developments in this district containing single family, compact lot (R-CL) units.

SECTION 2: Title XI; Chapter 1 of the Municipal Code.

CLV65-000952

0952

11025

1 of the City of Las Vegas, Nevada, 1960 Edition, is hereby amended
2 by adding a new Section 11.C to read as follows:

3 11-1-11.C: R-CL, SINGLE FAMILY, COMPACT LOT DISTRICT

4 REGULATIONS: The R-CL zoning district is appro-
5 prate where a density between 6 to 10 dwelling units per gross
6 acre, or the density permitted in the R-2 zoning district, is
7 provided for in the general plan of the City of Las Vegas.

8 (A) Uses Permitted:

9 1. One (1) family dwelling of a permanent character,
10 placed in a permanent location, containing not more than one
11 (1) kitchen and occupied by one (1) family.

12 2. Accessory buildings and uses incidental to the use of
13 the property as a single family residence.

14 3. The following additional uses subject to the securing
15 of a use permit and in each case as provided in Section
16 11-1-24 of this Chapter:

17 (a) Family-care home as defined in Chapter 5 of
18 Title II of this Code, provided such facility is
19 approved by the Child Welfare Board and meets all
20 duly adopted standards for such facility.

21 (b) Home occupations as defined in Section 11-1-24 of
22 this Chapter.

23 (B) Building Height Limit: No main building or structure shall
24 have a height greater than two (2) stories, not to exceed
25 35 feet.

26 (C) Building Site Area Required: The minimum building site area
27 for each one family dwelling shall be 4,000 square feet with
28 a minimum frontage of 40 feet. Notwithstanding the foregoing
29 one-third of the lots in any block may range in size from
30 less than 4,000 to 3,500 square feet with a minimum lot width
31 of 35'; and one-third of the lots in any block may range in
32 size from less than 3,500 to 3,000 square feet with a minimum

- 1 lot width of 30'. These smaller lots shall be dispersed
2 throughout each block with the lots 4,000 square feet and
3 over. The minimum size of a compact lot development shall
4 be five gross acres unless waived by the City Commission.
- 5 (D) Front Yard Required: No building shall be erected closer
6 than ten feet (10') to either the front property line of the
7 building site or the line of any future street as provided
8 in the Major Street Section of the Master Plan or any official
9 street plan.
- 10 (E) Side Yard Required: There shall be a total minimum side yard
11 of ten feet (10'). One side yard may be reduced to zero
12 feet (0') if the other is a minimum of ten feet (10').
13 (These setbacks shall be in accordance with the Uniform
14 Building Code.) A corner lot shall have a side yard of not
15 less than ten feet (10') extending to the rear property line
16 on the street side of the lot.
- 17 (F) Rear Yard Required: There shall be a rear yard of not less
18 than ten feet (10').
- 19 (G) Maximum Building Site Coverage: The maximum building
20 coverage for lots 4,000 square feet and over shall be fifty
21 percent (50%). Permitted lots containing less than 4,000,
22 but 3,500 or more square feet, shall have a maximum building
23 coverage of forty-five percent (45%). Permitted lots
24 containing less than 3,500, but 3,000 or more square feet,
25 shall have a maximum building coverage of forty percent (40%).
- 26 (H) Off-Street Parking: A minimum of two off-street parking
27 spaces, 9' x 16' in size, shall be required for each building
28 site, including carport or garage area. Tandem parking shall
29 be allowed on lots with 35' or less frontage, provided there
30 is a 16' minimum front yard setback. All parking shall be in
31 accordance with the provisions of 11-1-6(H) of this Code.

32 SECTION 3: If any section, subsection, subdivision,

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

12 SECTION 4: Any person, firm, corporation or association
13 violating any of the provisions of this ordinance shall, upon
14 conviction thereof, be punished by a fine of not more than \$1,000.00
15 and/or imprisonment in the City jail for not more than six (6)
16 months, or any combination of such fine and imprisonment.

17 SECTION 5: All ordinances or parts of ordinances,
18 sections, subsections, phrases, sentences, clauses or paragraphs
19 contained in the Municipal Code of the City of Las Vegas, Nevada,
20 1960 Edition, in conflict herewith are hereby repealed.


21 PASSED, ADOPTED and APPROVED this 16th day of

22 September 1981.

23 APPROVED:

24 
25 WILLIAM H. BRIARE, Mayor

26
27 ATTEST:

28 
29 Carol Ann Hawley, City Clerk
30
31
32

1 The above and foregoing ordinance was first proposed and read by
2 title to the Board of Commissioners on the 2nd day of September
3 _____, 1981, and referred to the following committee composed
4 of Commissioners Lurie and Levy
5 for recommendation; thereafter the said committee reported
6 favorably on said ordinance on the 16th day of September
7 1981, which was a Regular meeting of said Board;
8 that at said Regular meeting, the proposed ordinance
9 was read by title to the Board of Commissioners as first
10 introduced and adopted by the following vote:

11
12 VOTING "AYE" Commissioners: Christensen, Lurie, Woofen and Mayor Briare

13 VOTING "NAY" Commissioners: None

14 ABSENT: Commissioner Levy

15 APPROVED:

16 William H. Briare
17 By WILLIAM H. BRIARE, Mayor
18

19 ATTEST:

20 Carol Ann Hawley
21 Carol Ann Hawley, City Clerk
22
23
24
25
26
27
28
29
30
31
32

EXHIBIT “SS”



CLV65-000957
0957

EXHIBIT “TT”



CLV65-000958
0958

EXHIBIT “UU”



CLV65-000959
0959

EXHIBIT “VV”



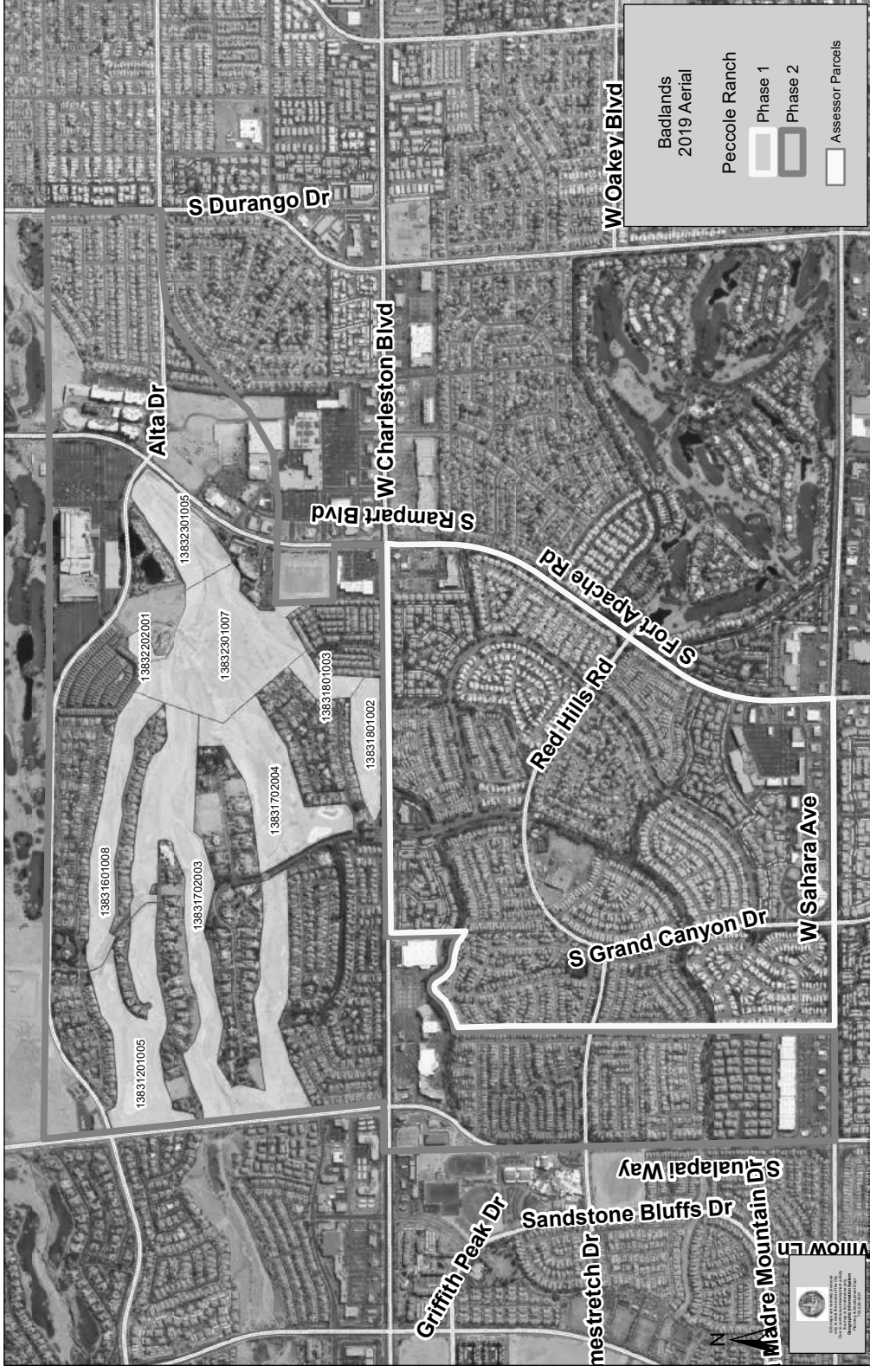
CLV65-000960
0960

EXHIBIT “WW”



CLV65-000961
0961

EXHIBIT “XX”



CLV65-000962
0962

EXHIBIT “YY”



CLV65-000963
0963

EXHIBIT “ZZ”

