

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  
Sep 30 2022 11:06 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

No. 84640

**AMENDED  
JOINT APPENDIX  
VOLUME 128, PART 5**

LAW OFFICES OF KERMITT L. WATERS

Kermitt L. Waters, Esq.

Nevada Bar No. 2571

[kermitt@kermittwaters.com](mailto:kermitt@kermittwaters.com)

James J. Leavitt, Esq.

Nevada Bar No. 6032

[jim@kermittwaters.com](mailto:jim@kermittwaters.com)

Michael A. Schneider, Esq.

Nevada Bar No. 8887

[michael@kermittwaters.com](mailto:michael@kermittwaters.com)

Autumn L. Waters, Esq.

Nevada Bar No. 8917

[autumn@kermittwaters.com](mailto: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](mailto:bscott@lasvegasnevada.gov)

Philip R. Byrnes, Esq.

[pbyrnes@lasvegasnevada.gov](mailto:pbyrnes@lasvegasnevada.gov)

Nevada Bar No. 166

Rebecca Wolfson, Esq.

[rwolfson@lasvegasnevada.gov](mailto: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](mailto: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](mailto:gogilvie@mcdonaldcarano.com)

Amanda C. Yen, Esq.

[ayen@mcdonaldcarano.com](mailto:ayen@mcdonaldcarano.com)

Nevada Bar No. 9726

Christopher Molina, Esq.

[cmolina@mcdonaldcarano.com](mailto: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](mailto: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](mailto:schwartz@smwlaw.com)

California Bar No. 87699

(admitted pro hac vice)

Lauren M. Tarpey, Esq.

[ltarpey@smwlaw.com](mailto:ltarpey@smwlaw.com)

California Bar No. 321775

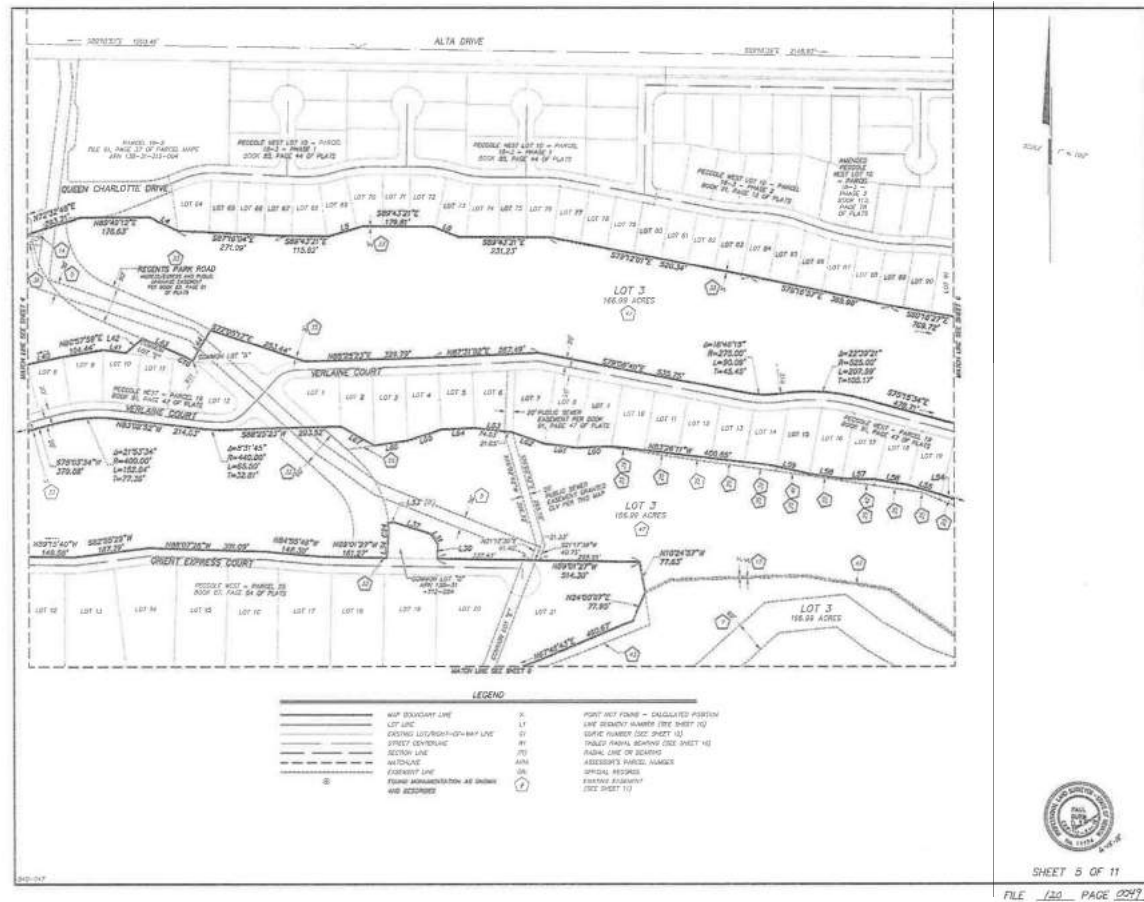
(admitted pro hac vice)

396 Hayes Street

San Francisco, California 94102

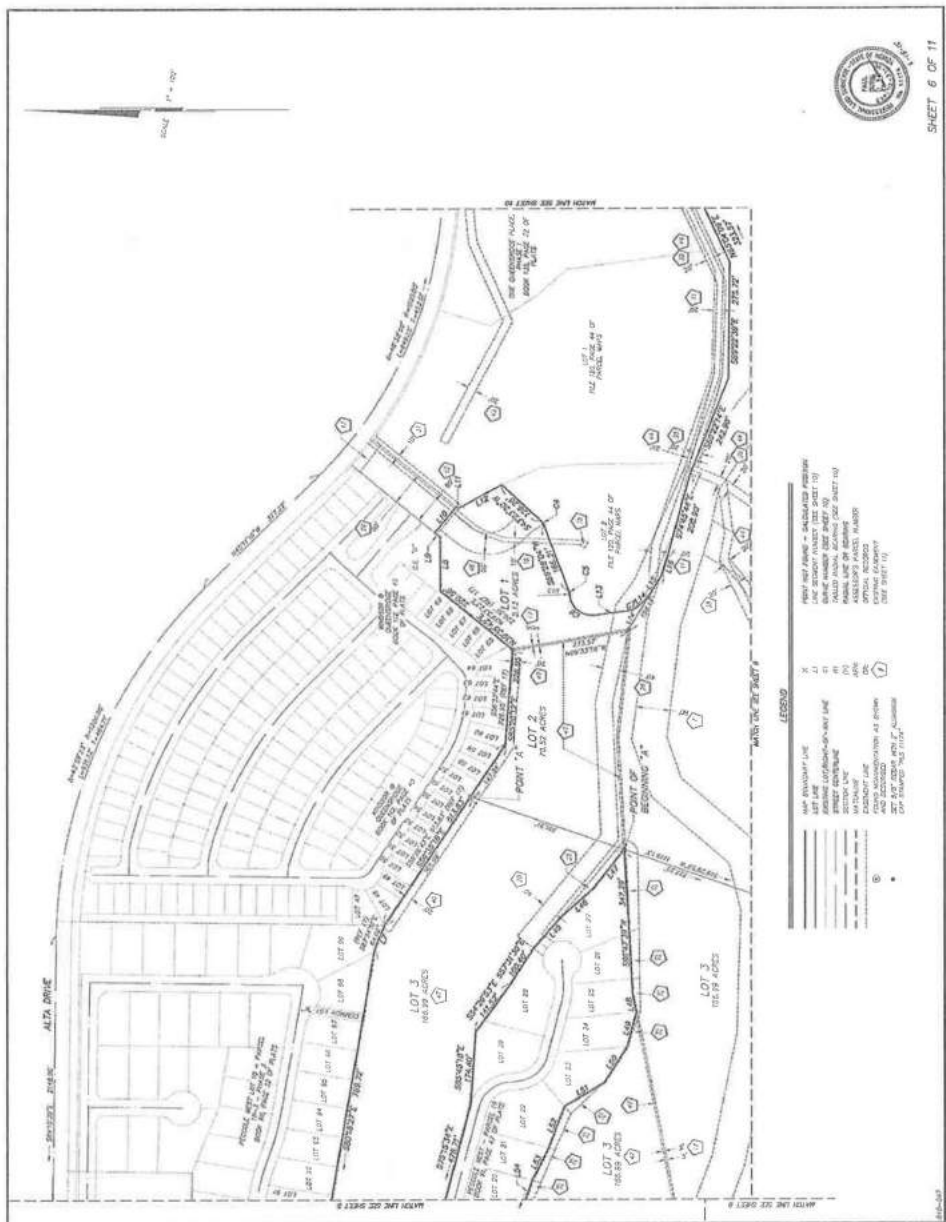
Telephone: (415) 552-7272

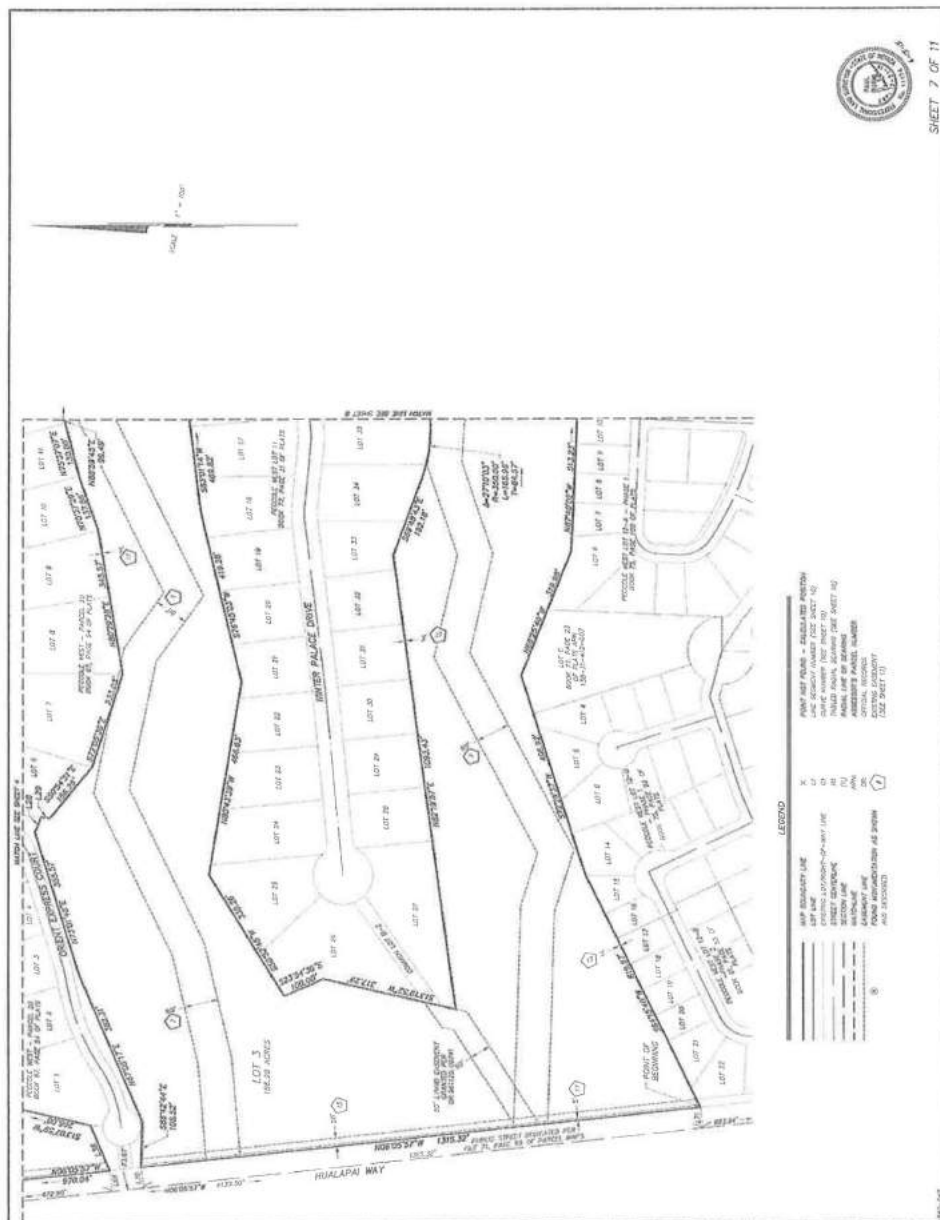
*Attorneys for City of Las Vegas*



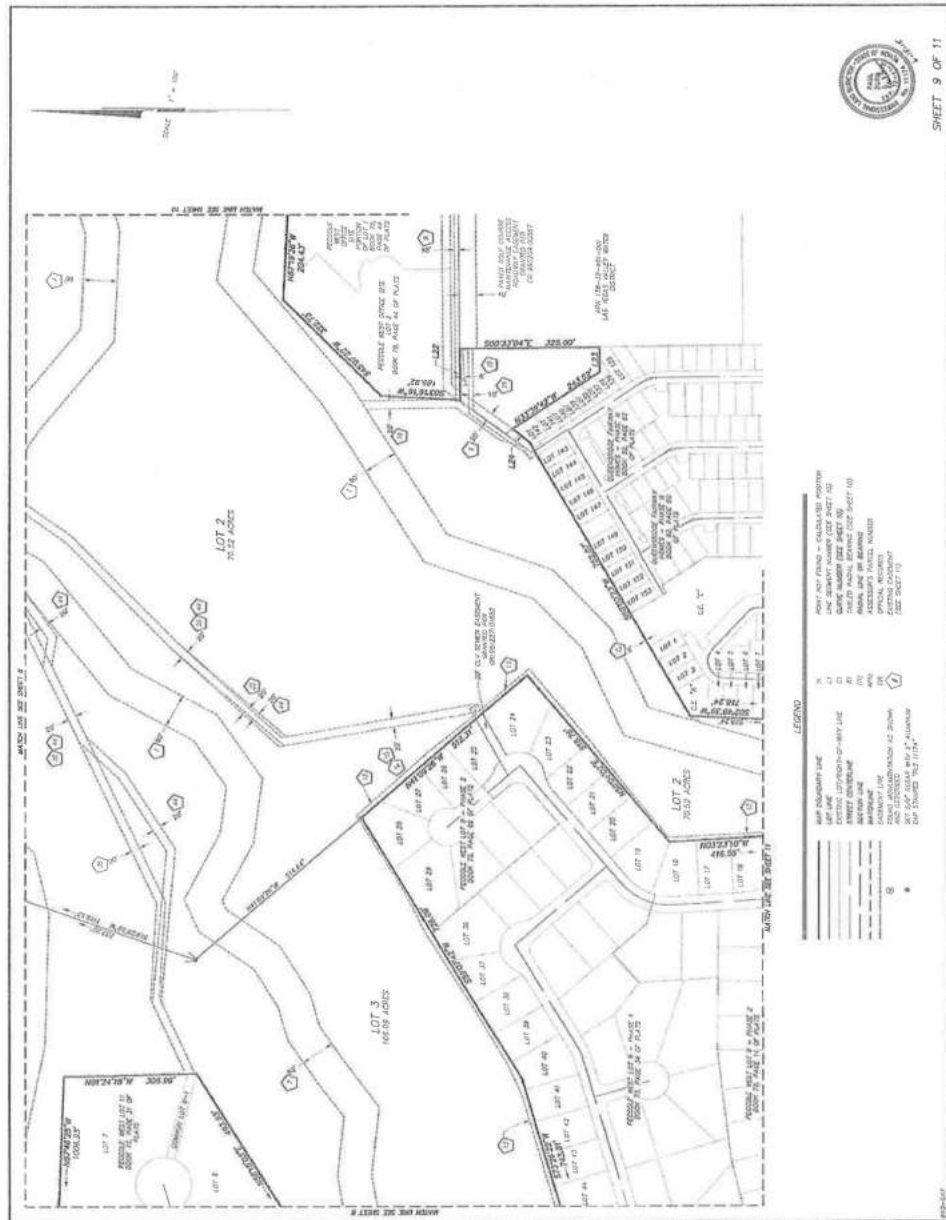
ROR005173

23440





**23443**



Manuscript Number: Page 173

ROR005177

**23444**







1 **II. STATEMENT OF FACTS**

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

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

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

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

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

3 Defendants are proceeding with the development of the 250 acres of land they own and  
4 control (Development Property"). Defendants already have the express right to develop the  
5 Development Property and those rights were vested through a zoning ordinance action in 2001 by  
6 the City of Las Vegas (and designated RPD-7 through resolution of intent by the City of Las Vegas  
7 in 1990). The Development Property has been, and is zoned, RPD-7, meaning up to 7.49 dwelling  
8 units (du) per acre may be constructed on each acre of land (approximately 1785 units without  
9 having to seek any zoning change or change to the General Plan for the City of Las Vegas). The  
10 presently pending applications seek to reduce the RPD-7 zoning on the 180 acres immediately  
11 adjacent to the Queensridge common interest community to R-E which allows only 2 units per  
12 acre. This fact alone makes Plaintiffs' prayer for injunctive relief illogical and without merit.  
13

14  
15 The Development Property has never been under the control of the Queensridge  
16 Association. The Queensridge homeowners have never paid assessments to operate the golf course  
17 nor does the Queensridge Association pay the taxes for the Development Property. The  
18 Queensridge common interest community has its own "open space" within the Property, which is  
19 under the control of the Queensridge Association, and which more than satisfies the "open space"  
20 requirements of the City of Las Vegas.  
21

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

# EHB COMPANIES

DREAM, DESIGN, DELIVER

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

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

## EHB Cos. MISSION

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



ROR005726

23449





## THE COMPANY

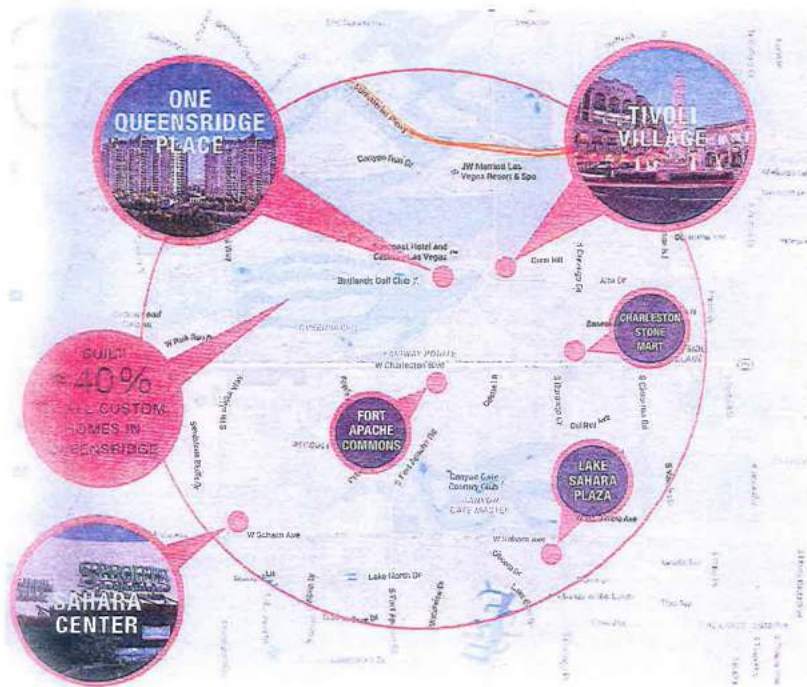
There is no other  
independent developer that  
has contributed more  
or had a larger impact on  
Queensridge and the  
surrounding area.

ROR005727

23450

# THE COMPANY

20 Years In The Neighborhood



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

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

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

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

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

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

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



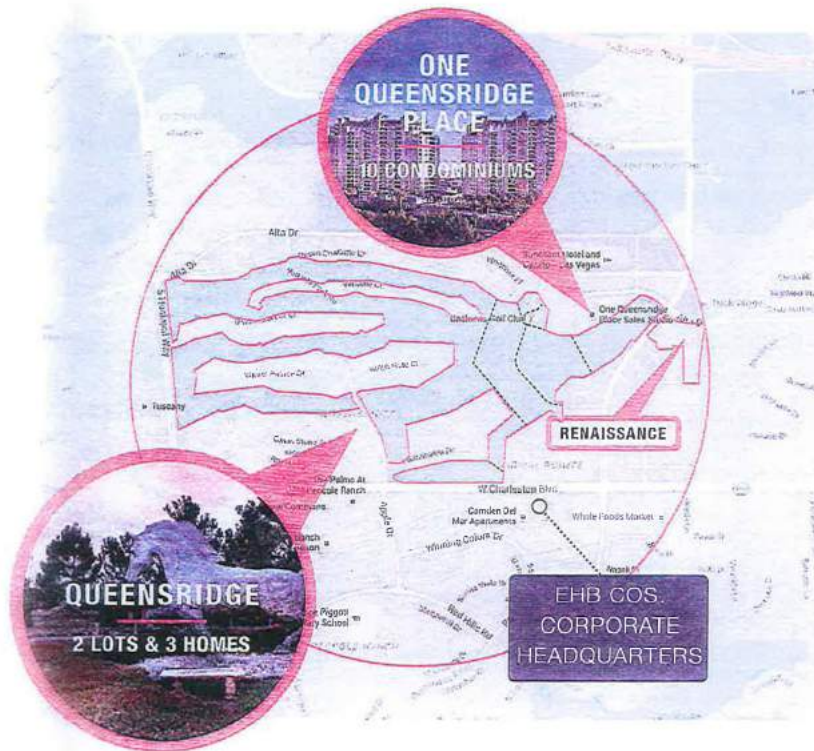
ROR005728

23451



# THE COMPANY

Still In The Neighborhood



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

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

## *Outside of the neighborhood:*

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

**EHB**  
COMPANIES

ROR005729

23452

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

PREPARED FOR and BY:

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

(Collectively, "Applicants")

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

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

February 23, 2016

(Last Updated June 23, 2016)

PRJ-63491  
06/29/16

Page

ROR005773

**23453**



## TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Section I - Introduction	5
Section II - Historical Land Use Flexibility	8
Section III - Residential	8
Section IV – Design Guidelines, Development Standards and Uses	11
Section V - Commercial	11
Section VI - Land Currently Used as Golf Course Repurposed	13
Section VII – Drainage	13
Section VIII – Grading	13
Section IX - Roads/Streets	14
Section X – Schools	14
Section XI - Development Plan	14
Section XII - Quality of Development	15
Section XIII - General Plan Conformance	15
Section XIV – Conclusion	15
Exhibits	A-Q

## EXHIBITS

- Exhibit A 1989 Peccole Ranch overall Conceptual Master Plan
- Exhibit B 1990 Peccole Ranch Amendment to the Conceptual Master Plan ("1990 Amendment")
- Exhibit C Area Plan As Submitted With the 1990 Amendment
- Exhibit D Peccole Ranch overall Conceptual Master Plan Both As-built And As Presently Zoned
- Exhibit E-1 Peccole Ranch overall Conceptual Master Plan As-Built (Exhibit D) Overlaid On 1989 Peccole Ranch overall Conceptual Master Plan (Exhibit A)
- Exhibit E-2 Golf Course Location in 1989 Peccole Ranch overall Conceptual Master Plan vs. Current Location
- Exhibit F-1 Peccole Ranch overall Conceptual Master Plan As-built (Exhibit D) Overlaid On the 1990 Amendment (Exhibit B)
- Exhibit F-2 Golf Course Location in 1990 Amendment vs. Current Location
- Exhibit G 2016 Major Modification Exhibit
- Exhibit H City of Las Vegas Zoning Verification Letter dated December 30, 2014
- Exhibit I 250.92 Acreage Tabulations with Current And Proposed Zoning and General Plan Designations
- Exhibit J-1 2016 Major Modification Reflecting Repurposed Uses of the 250.92 Acre Property
- Exhibit J-2 2016 Major Modification's Development Areas and Land Use
- Exhibit K-1 183.71 Acres Estates: Land Between Orient Express and Winter Palace - Existing
- Exhibit K-2 183.71 Acres Estates: Land Between Orient Express and Winter Palace -- Conceptual Pursuant to 2016 Major Modification
- Exhibit L-1 2016 Conceptual Site Plan for 67.21 Acres Luxury Multi Family

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

## Section I - Introduction

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

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

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

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

- 183.71 acres: These 183.71 acres (The Preserve) are redesignated as "Estate Lots" in this 2016 Major Modification. This acreage comes significantly from the 401 acres designated as "Single-Family" in the 1990 Amendment's Phase Two.
  - Applicants have chosen to provide a maximum of only 75 home sites on this entire 183.71 acres, with more than 50% of this acreage as enhanced landscape areas (It is important to note that this reduction in permitted density from these acres' already existing R-PD7 zoning, up to 7.49 Units per acre, is entirely voluntary and is not for the purpose of satisfying any City imposed open space requirement or otherwise serve in any regard as a "quid pro quo".)
- 67.21 acres: This 67.21 acres (The Seventy) are redesignated as "Luxury Multi Family" in this 2016 Major Modification allowing a total of 2,400 Luxury Multi Family Units as well as 200 Assisted Living Units. In addition to this acreage coming from the "Golf Course Drainage" designated land in the 1990 Master Plan's Phase Two, it also comes partially from each the

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

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

The 1989 Master Plan (**Exhibit A**) which was approved by the City of Las Vegas on February 15, 1989 comprised 1,716.3 acres. The 1990 Amendment (**Exhibit B**) illustrated a reduction in the 1,716.3 acreage due to the elimination since the 1989 Master Plan of a previously included Multi-Family parcel and several Neighborhood Commercial/Office parcels totaling 83.9 acres. (These parcels lay on both the north and south sides of Charleston Boulevard between Rampart Boulevard and Durango Drive.) The 10.9 acre water storage parcel (included in the 1989 Master Plan) owned and managed by the Las Vegas Valley Water District was also removed in the 1990 Amendment. Another 51.93 acres with various land uses, some relating to the right of ways associated with the aforementioned land removed, were also removed in the 1990 Amendment. Consequently, the 1990 Amendment comprised 1,569.6 acres with 573.2 acres in Phase One and 996.4 acres in Phase Two. Similar to the 1990 Amendment in which land was removed, and so that a portion of an APN is not located partially within and partially outside the 1990 Amendment, a 17.8 acre portion of APN #138-32-723-001 is removed, as part of this 2016 Major Modification, from the 1990 Amendment's Phase Two acreage. (See **Exhibit G**).

The 1990 Amendment noted that:

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

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

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

The repurposing of use, reflected in the 2016 Major Modification, of the Property presently used for golf course is in response to continued market changes, not the least of which is the erosion of the golf industry, an erosion from which Las Vegas is not exempt. The number of golfers in the United States has fallen from a high of nearly 30 million in 2000 to approximately 21 million today. That is a reduction of over 25%. Additionally, continually escalating operating costs, the cost of water and its availability (especially in a desert community such as Las Vegas), dramatic reduction in revenues and a significant demand/supply imbalance have rendered many golf courses simply financially unsustainable and/or terribly underperforming. Nationally, golf course closures, 732 in the last 4 years, 1503 in the last ten years (*and 234 closures in 2015, alone*), with more closures planned or anticipated over the next several years, has necessitated golf course land owners and local jurisdictions to come together with respect to the repurposing of what was once land used for golf course.

The 1989 Master Plan and 1990 Amendment incorporated office, neighborhood commercial, a nursing home, and a mixed use village center around a strong residential base in a cohesive manner. A destination resort-casino, commercial/ office and commercial center (in the 1990 Amendment) were included in the northeasterly portion of the Master Plans. Special attention was given to the compatibility of neighboring uses for smooth transitioning, circulation patterns, convenience and aesthetics. The vision and goal of those Master Plans continue with this 2016 Major Modification.

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

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

## Section II - Historical Land Use Flexibility

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

1. Seventy-eight (78) Single-Family lots and four (4) common area lots (or portions thereof) in Phase Two were built on land designated for Golf Course Drainage.
2. An additional nine (9) holes of golf course, on approximately 70 acres, were not contemplated at the time of the 1990 Amendment, but were ultimately constructed upon property designated Single-Family and subsequently zoned RPD-7.
3. One hundred twenty four (124) acres of golf course were built on land not designated as Golf Course Drainage.
4. Dozens of Single Family residences in Phase One were constructed in areas designated Golf Course/Open Space/Drainage.
5. A mixed-use commercial development was constructed at the southwest corner of Charleston Boulevard and Fort Apache Road on a parcel that was designated as a Nursing Home.
6. Single-Family developments were constructed on the 19.7 acre site designated as Schools.
7. Single-Family developments were constructed at the northwest corner of Durango Drive and Alta Drive on 63.44 acres designated as Commercial Center.
8. The 19 acre parcel designated Commercial at the northeast corner of Charleston Boulevard and Hualapai Way has been built out as Single-Family residential.
9. The 32 acre parcel designated Multi-Family at the northwest corner of Charleston Boulevard and Palace Court has been built out as Single-Family residential.
10. The as-built location of Alta Drive bears no resemblance with its designated Right-of-Way use location.

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

## Section III - Residential

The entirety of the Property presently used as golf course (except for 4.5 acres zoned PD) is zoned R-PD7 as reflected in Clark County Records and as confirmed in City of Las Vegas Zoning Verification Letter dated December 30, 2014 (**Exhibit H**). By approval of this 2016 Major Modification, the additional zoning designations of R-E and R-4 will replace the existing

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

The demand for housing remains strong in the area, reflecting the continued volume of immigration to the Las Vegas Valley and internal population growth. The repurposed designations of the Property are based upon market conditions and the continuing market demand for extremely high end Estate Lots/custom homes as well as Luxury Multi Family Units and Assisted Living Units, all of which are reflected as part of this 2016 Major Modification.

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

In particular, the 183.71 acres (Development Area 4) is devoted to large Estate Lot development. **Exhibits K-1 and K-2** illustrate, by way of example an area between Orient Express Court and Winter Palace Drive that shows its current condition compared to a conceptual rendering of its enhancement with the repurposing of the Property. Other portions of the 183.71 acres will have enhanced landscape areas commensurate with their lot sizes. These Estate Lots will be of multiple sizes averaging 2.4 gross acres with a minimum of ten (10) of these Estate Lots five (5) acres or more. The minimum lot sizes will be pursuant to R-E zoning. Lots less than one (1) acre will be built pursuant to R-E zoning setbacks. All Estate Lots 1 acre or more will have Building Area specifications as provided below and as further specified in **Exhibit B** to the Design Guidelines which is Exhibit D to the Development Agreement. This Estate Lot offering will be unprecedented, with more than 50% of The Preserve being landscaped areas.

These Estate Lots are one of a kind, representing a rare concentration of extremely large Estate Lots with quality design, construction and landscape guidelines in an Association(s), producing an unparalleled, luxury residential development.

Each Estate Lot of one (1) acre or more will have a limited buildable area. This means that the portion of the lot that is built with footprints of the main residence and ancillary structures, (hereinafter "home site") will be limited as follows: The buildable area for a home site on a one (1) acre lot will be limited to a maximum of 50% of the total lot or one-half (1/2) acre of the one acre lot. The buildable area for a home site on a three (3) acre lot will be limited to a maximum of 33% of the total lot or one (1) acre of the three acre lot. The buildable area for a home site on a five (5) acre lot will be limited to a maximum of 25% of the total lot or 1.25 acres of the 5 acre lot. Lots over 5 acres shall have a maximum buildable area of 25% of the total lot. Home sites on lots not enumerated herein will be correspondingly sized. Lots smaller than one and one half (1 1/2) acres may have a pool and its related structures, as well as hardscape, constructed outside the home site. Lots four (4) acres or more may have multiple buildable areas/home sites (as further specified in Exhibit B to the Design Guidelines which is Exhibit D to the Development Agreement), subject to the building limitation as set forth above.

In addition to each Estate Lot having a limited buildable area, each Estate Lot will also have enhanced landscaping, which may consist of large areas of both grass and/or artificial turf; with an abundance of trees planted throughout, and on the borders of, each Estate Lot. Water retention areas may be utilized on a number of the larger lots, subject to appropriate governmental approval. **Exhibit J-1** shows in dark green the area to be developed with the large Estate Lots; it is intended that the entirety of the 183.71 acres will be designated in the



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

The 67.21 acres (consisting of 65.08 and 2.13 acres) shown in yellow on **Exhibit J-1** represent the area to be developed with Luxury Multi Family homes and Assisted Living Units. This Luxury Multi Family and Assisted Living development will occur in three Development Areas. The time frame for actual development within these three (3) Development Areas is dependent on market conditions.

The Development Area 1 consists of up to 720 Luxury Multi Family Units on the southwest corner of Rampart Boulevard and Alta Drive, specifically located on 17.49 acres and legally described as assessor parcel number 138-32-301-005 (**Exhibit J-2**, light green).

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

Development Area 2 is the approximately 20.69 acres that lie to the southwest of the aforementioned 17.49 acres (**Exhibit J-2**, yellow). Present development plans contemplate a combination of 4 story (up to 55' in height) to 6 story (up to 75' in height) Luxury Multi Family offerings and two mid-rises 150' in height.

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

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

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

residents in these newly proposed Luxury Multi Family developments.

As with the 183.71 acre Estate Lot development (Development Area 4), this 67.21 acre Luxury Multi Family development, in addition to having a variety of Luxury Multi Family offerings and Assisted Living offering, will incorporate enhanced landscaping which will consist of large areas of both grass and/or artificial turf, with an abundance of trees planted throughout the site. Substantial open space, park areas, fitness rooms, pools, recreation areas and walking paths will also be provided to varying degrees throughout the 67.21 acres. There will be special emphasis on providing enhanced landscape buffers adjacent to any presently existing Single-Family and Multi-Family residences not part of the Property. A wall, up to 10 feet in height, will serve to separate Development Areas 1, 2 and 3 from Development Area 4 and the wall will provide gated access points to Development Area 4. It is intended that 67.21 acres will be designated in the General Plan as Residential High (H) and zoned High Density Residential District (R-4).

Attached (**Exhibit M-1**) is a report jointly prepared by the Urban Land Institute, the American Institute of Architects, the National Multi Housing Council and the Sierra Club entitled, "Higher Density Development—Myths and Facts". This report addresses multi-family development and its misconceptions—and perceived impacts—on a community. The findings in this report are very helpful in determining just how limited the effects are on nearby and adjacent neighborhoods from properly planned and properly executed multi-family development.

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

#### Section IV – Design Guidelines, Development Standards and Uses

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

#### Section V - Commercial

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

to be successful, commercial and residential must work together and there must be adequate amounts of each to serve the other.

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

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

Also, there is a large amount of additional office, retail and restaurant uses located within the adjacent Boca Park at the northeast corner of Charleston Boulevard and Rampart Boulevard and the Crossroad Commons at the southeast corner of Charleston Boulevard and Rampart Boulevard. And all of this commercial development does not take into consideration the significant amount of commercial now existing and still planned at "Downtown Summerlin" just two miles away.

Also, the 1990 Amendment contains a 52.5 acre destination resort-casino site, being the Suncoast Hotel and Resort, which is located at the northwest intersection of Alta Drive and Rampart Boulevard. Neighborhood amenities, such as bowling alleys, movie theatres and restaurants are provided as part of the Suncoast Hotel and Resort. In addition, the immediate area provides

significant other amenities at both the J.W. Marriott/Rampart Casino and the Red Rock Hotel & Casino. These hotel/resorts will benefit as well from the additional residential development planned with this 2016 Major Modification.

The bottom line is that, as evidenced from the above, there is substantial commercial both already built and planned to be built in and around the area. This commercial must have nearby residential in order to remain, or become, successful, and there remains only a limited amount of undeveloped land in this area to provide patrons with these commercial offerings.

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

#### Section VI - Land Currently Used As Golf Course Repurposed

No golf course is provided in this 2016 Major Modification.

The land currently used as golf course will be repurposed as detailed in and as provided throughout this 2016 Major Modification. Golfers in this area and in the Peccole Ranch community are easily served by the adjacent two eighteen hole championship courses (and a twelve hole lighted course) with their related facilities, at the Angel Park Golf Course on Rampart Boulevard, as well as by eleven additional golf courses in a 4 ½ mile radius (**Exhibit N**).

#### Section VII - Drainage

The two primary flows (one from Hualapai Way and the other from Charleston Boulevard) that traverse as open flow channels through portions of the Property presently used as golf course will be incorporated into open flow channels or underground concrete box culverts or a combination of both that will connect to the existing box culverts at Rampart Boulevard and Alta Drive. All drainage must comply with the Clark County Regional Flood Control District Drainage Design Manual. The design of the open flow channels and box culverts will be subject to appropriate governmental approval from the City of Las Vegas Public Works, Clark County, Nevada, the State of Nevada and the federal government. The drainage considerations for the Property are not, in any real way, different from what is the case upstream as the flows flow through open flow channels located in Peccole Ranch to the south and Summerlin to the west and as was done with box culverts in the development of Tivoli Village, the latter is development with which an affiliated entity of the Applicants was the developer.

The FEMA designated flood plain covers 67.23 acres of the Property (representing only 26%). The 67.23 acres contain 22.9 acres of a drainage flow line easement in favor of the City of Las Vegas. An additional 12.4 acres of such drainage easements lay outside of the FEMA designated flood plain.

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

#### Section VIII - Grading

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

#### Section IX - Roads/Streets

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

#### Section X - Schools

No new schools sites are planned as part of this Major Modification. The 19.7 acre school site proposed in the 1990 Amendment was subsequently built out as Single-Family. Practical experience and actual as-built development statistics show (as supported by the Urban Land Institute report on multi-family development referenced earlier herein) that the greatest impact on schools' population comes from higher density single family residential development—not from large estate home development nor from high end multi-family development, since neither one of the foregoing typically involve large family occupancies. Consequently, the development of the Property is not contemplated to have a substantial impact on schools. Furthermore, as stated in the November 2010 Brookings Institute Report, **Exhibit M-2** "The Next Real Estate Boom", "85% of the new households formed between now (2010) and 2025 will be single individuals or couples with no children at home". That being said, after the approval of this 2016 Major Modification and during the course of the implementation of this 2016 Major Modification, the Applicants will continue to work with the School District to explore ways that the Applicants may be of assistance in mitigating any actual impacts that the additional residences on the Property may actually have on nearby schools.

Further, as can be seen in the Economic & Fiscal Benefits Study (**Exhibit O**), there are very real and very significant fiscal benefits that are realized from development under this 2016 Major Modification: and the Clark County School District is a significant beneficiary of those benefits. As the study shows, the estimated "One-time /Non-Recurring Tax Revenue" to be received by the School District and "Annual Recurring Tax Revenue" are many millions of dollars.

#### Section XI - Development Plan

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

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

#### Section XII - Quality of Development

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

#### Section XIII - General Plan Conformance

Just as the City of Las Vegas General Plan is designed as a set of guidelines to help direct the future growth of the City, the 2016 Major Modification is in conformance with the following Las Vegas General Plan Planning Guidelines:

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

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

#### Section XIV - Conclusion



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

Additionally, the project will provide the following benefits:

- As the City continues to grow, this Major Modification provides meaningful, needed housing in this desirable suburban core of the City;
- The addition of residential homes on the Property will support and revitalize the commercial uses in the area;
- The Assisted Living Units will allow neighborhood residents an additional opportunity to "age in place", namely to stay in the neighborhood, and, for existing neighborhood residents to have the potential opportunity for their family members to "age in place" close by.
- There will be significant economic and fiscal benefits derived from the development of the Property as outlined in the study prepared by RCG Economics (**Exhibit O**);
- The Clark County School District, among others, is directly and continually benefited by the tax revenue realized.
- After the installation of the approved drainage infrastructure, the FEMA flood plain designations will be removed from a number of Queensridge properties; and
- The implementation of 2016 Major Modification will provide for the orderly and proper development of the Property. While the elimination of the Badlands Golf Course is inevitable, its repurposing into: (i) very low density, high end, multi-million dollar Estate Lot home sites with limited developable footprints, and significantly enhanced landscaped with an abundance of trees; and (ii) Luxury Multi Family developments, with enhanced landscaping and first class amenities; and (iii) an Assisted Living Component, will together create a community unlike anywhere else in southern Nevada; a community of varying lifestyles but one which will ensure that Queensridge/One Queensridge Place continues to be the place where one wants to call home.

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

#### ONGOING AVAILABILITY TO PROJECT INFORMATION

EBH Companies has and will continue to provide project information to any member of the community interested in learning about the proposed development. We strongly encourage you to speak with us directly to ensure that all of your questions have been addressed.

#### A FINAL NOTE

Over the last 20 years, EBH Companies has helped define Queensridge as one of the premier neighborhoods in Las Vegas and is responsible for building almost 40% of the custom homes in Queensridge and community landmarks such as One Queensridge Place and Tivoli Village. All principals and executives currently live in Queensridge or One Queensridge Place. There is simply no other group of individuals who has invested more or who currently have a vested interest as much as those at EBH Companies.



ROR005870

**23469**





## SETTING THE RECORD STRAIGHT

### Redevelopment of Badlands Golf Course

In recent weeks various communications fraught with inaccuracies and misrepresentations have been anonymously disseminated to Queensridge homeowners. Despite the open invitation by EHB Companies to provide accurate and detailed information related to the Project, no efforts were made by the anonymous authors to contact our representatives to verify the accuracy of the statements made. We encourage all homeowners to engage in a direct dialogue with EHB Companies to allow for a transparent exchange of information and facts. Below you will find accurate information correcting the deliberate falsehoods being circulated. *If you still have questions and/or concerns, please do not hesitate to contact Jennifer Knighton at [jknighton@ehbcompanies.com](mailto:jknighton@ehbcompanies.com) or 702-940-6930 to schedule a time to speak or meet with an EHB Companies executive.*

#### PROJECT SUBMISSION STATUS

Commencing in August of 2015, entitlement applications were submitted to the City of Las Vegas. These applications included a change to the existing R-PD7 zoning (Residential Planned Development – up to 7.49 units per acre) on the Property, which is currently operated as a golf course under a lease by a third party operator. The change would allow for 3,020 luxury multi-family units on the easternmost 70 acres (The Seventy) and up to 60 estate lots on the remaining 180 acres adjacent to Queensridge (The Preserve). **The applications are consistent with presentations made to Queensridge and One Queensridge Place homeowners beginning in August of 2015. Various City departments are reviewing the submissions and will be subject to the approval of the Planning Commission and City Council.**

#### DISPELLING THE CONSPIRACY THEORY

On September 8, 2015, the Planning Commission reviewed agenda item #24 (GPA-60759) in which the City of Las Vegas, as the requesting applicant, was seeking to amend its General Plan to allow for changes to the PCD (Planned Community Development) designation. This amendment would have allowed the Planning Department to use its discretion in density limits for any given project.

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

#### LITIGATION

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

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

#### DENSITY

**The Property is zoned R-PD7 which classification allows for up to 7.49 units per acre. This zoning was verified by the City of Las Vegas in a Zoning Verification Letter provided to EHB Companies on December 30, 2014, prior to EHB Companies' acquisition of Fore Stars Ltd, the then owner of the Property.**

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

#### TOTAL NUMBER OF UNITS

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

#### PROPERTY VALUES

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



ROR005872

23471

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

#### PRESERVATION

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

#### FEMA FLOOD ZONE

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

#### TRAFFIC

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

#### COMMUNITY SAFETY, SECURITY AND WELFARE

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



ROR005873

23472

## DEVELOPMENT AGREEMENT

The Development Agreement, which memorializes the terms and conditions of the Project, continues to be negotiated with the City. It is an ongoing process and the final document will be far more comprehensive than the initial draft. The proposed final agreement will be posted on the City's and EHB Companies websites prior to the Planning Commission hearing. If approved, it will become a binding contract between the applicants and the City of Las Vegas.

## CONSTRUCTION TIMING, ACCESS AND IMPACT

Work will commence no sooner than 16 months from today. The process of rough grading and installation of underground drainage culverts will take approximately 6-9 months for each of the seven segments of The Preserve and 6-12 months for The Seventy. Once complete, what will remain on The Preserve will include single family home construction similar to that presently taking place on Kings Gate Court and on The Seventy, construction on a scale equal to or less than that of One Queensridge Place.

Construction cannot and will not take place 24 hours a day, 7 days a week throughout the course of the Project. Construction is subject to noise ordinances, which limits the allowable timeframe to 11 hours/day on The Preserve and an exception of 16 hours/day on The Seventy to allow for expedited construction. EHB Companies built 40% of the custom homes in Queensridge, Tivoli Village and One Queensridge Place and has always worked cooperatively with the adjacent neighbors to ensure that interruption is minimized.

In addition, the Property's rough grading is expected to be balanced and therefore fill dirt related to this operation will not be transported in or out and roads will not be damaged. **Construction equipment will access the site from Hualapai Way or Alta Drive, NOT through the Queensridge north and/or south gates.**

## EARTH PROCESSING

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

## SCHOOL IMPACT

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



ROR005874

23473



We are pleased to share that the City staff including those at the Planning Department have **RECOMMENDED APPROVAL** for our proposed development. The Planning Department staff in particular, is comprised of the day-to-day professionals who function as zoning administrators and process all plans that are ultimately heard by the Planning Commission.

With that, we at EHB Companies understand that you still may have questions about our plans. We have found that when homeowners had an opportunity to better understand our vision, they have become more comfortable about the prospects of change. Many at EHB Companies are residents of Queensridge and One Queensridge Place, and as such, are joint stakeholders in the future of our neighborhood.

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

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

While Badlands was once a profitable use of the property, times have changed. The average number of golf rounds and the price per round have both decreased significantly since the recession that began almost a decade ago. This decrease is reflective of the golf industry as a whole, which has suffered similar challenges nationwide. Golf courses by the hundreds have been closing across the country for the past decade and with the tremendous amount of water necessary to nurture a golf course, it's simply not a viable option. In order to preserve some of the positive elements of the golf course, we have proposed a development on the western portion of the property (*The Preserve*) in which more than 50 percent will consist of landscaping, foliage and open areas.

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

Whether a multifamily property is for rent or for sale is not a condition of zoning. In other words, developers need not ask permission for developing a property for sale versus for rent. Our intent was always to entitle and develop purpose built condominiums that once complete, may either be sold or rented based on market conditions at the time. The condominium product will be high quality and the amenities first class. Those factors are the ultimate driver of the type of residents who live there. By way of example, many of One Queensridge Place's condominiums were and still are used as rental units.

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

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

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

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

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

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

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

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

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

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

1735 and Mr. Pankratz to get together and in good faith try and negotiate a resolution that can be  
1736 brought before this Council. If it can't be brought back, the expectation is that we'll be notified  
1737 immediately, and the expectation is everybody will work in good faith from this point forward.  
1738 That, I believe, is the motion. Everything else —

1739

1740 **COUNCILMAN BEERS**

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

1742

1743 **BRAD JERBIC**

1744 On 1-0-2, yes. I think that's —

1745

1746 **MAYOR GOODMAN**

1747 Thank you.

1748

1749 **BRAD JERBIC**

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

1752

1753 **COUNCILWOMAN TARKANIAN**

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

1756

1757 **MAYOR GOODMAN**

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

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

7665     **MAYOR GOODMAN**

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

7668     **BRAD JERBIC**

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

7672     **MAYOR GOODMAN**

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

7675     **BRAD JERBIC**

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

7679     **CHRIS KAEMPFER**

7680     Sixty.  
7681

7682     **MAYOR GOODMAN**

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

7685     **COUNCILMAN BEERS**

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

7690     **CHRIS KAEMPFER**

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



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

7695 resolution, but there's good faith moving forward, then in 60 days from now, you can vote  
7696 however you feel, whether you, however, you want to vote.

7697

7698 **MAYOR GOODMAN**

7699 And I will hold that out there that I then could move, as counsel has said, to rescind my vote in  
7700 the negative on 1-0-5.

7701

7702 **CHRIS KAEMPFER**

7703 Well, actually, all you have to do is reconsider, as Brad will tell you, reconsider the vote, vote to  
7704 hold all items, and then your vote, no vote is not out there.

7705

7706 **MAYOR GOODMAN**

7707 Okay.

7708

7709 **CHRIS KAEMPFER**

7710 Neither is anybody else's no vote.

7711

7712 **MAYOR GOODMAN**

7713 Okay. I like that. Wait. Yes?

7714

7715 **BRAD JERBIC**

7716 Make a motion to reconsider. It passes. Then move to abey and then pick the time.

7717

7718 **MAYOR GOODMAN**

7719 Okay. I make a motion to reconsider on 1-0-5. I am making that motion to reconsider on 1-0-5,  
7720 please. What happened to Councilman Coffin? He has to come back here or we'll spend the  
7721 morning –

7722

7723 **COUNCILMAN COFFIN**

7724 I'm sorry.

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

7725     **MAYOR GOODMAN**

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

7729

7730     **BRAD JERBIC**

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

7732

7733     **MAYOR GOODMAN**

7734     And who does that?

7735

7736     **BRAD JERBIC**

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

7738

7739     **COUNCILWOMAN TARKANIAN**

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

7741

7742     **BRAD JERBIC**

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

7745

7746     **COUNCILWOMAN TARKANIAN**

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

7749

7750     **BRAD JERBIC**

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

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

7753 **COUNCILWOMAN TARKANIAN**

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

7755

7756 **COUNCILMAN COFFIN**

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

7762

7763 **COUNCILWOMAN TARKANIAN**

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

7766

7767 **CHRIS KAEMPFER**

7768 Yeah. I would hope.

7769

7770 **COUNCILMAN BEERS**

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

7776

7777 **COUNCILMAN COFFIN**

7778 What I heard was —

7779

7780 **COUNCILMAN BEERS**

7781 We've had them now —

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

7782 **COUNCILMAN COFFIN**

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

7784

7785 **CHRIS KAEMPFER**

7786 What I, Your Honor?

7787

7788 **BRAD JERBIC**

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

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

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

7792 one of you wants to make that –

7793

7794 **COUNCILMAN ANTHONY**

7795 Thought we already did that.

7796

7797 **BRAD JERBIC**

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

7799 right now and see what happens.

7800

7801 **COUNCILMAN COFFIN**

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

7803

7804 **COUNCILMAN BARLOW**

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

7806 the floor.

7807

7808 **MAYOR GOODMAN**

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

7810 **motion carried unanimously.)**

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

7811 **LUANN D. HOLMES**

7812 That will be the January 18th meeting.

7813

7814 **CHRIS KAEMPFER**

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

7816

7817 **BRAD JERBIC**

7818 You need to vote on the all the other.

7819

7820 **MAYOR GOODMAN**

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

7822

7823 **BRAD JERBIC**

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

7826

7827 **MAYOR GOODMAN**

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

7829

7830 **COUNCILMAN BARLOW**

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

7833

7834 **MAYOR GOODMAN**

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

7837

7838 **CHRIS KAEMPFER**

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

*Scott D Widney*

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

1 ITEM 52 - GPA-62387 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT -  
2 PUBLIC HEARING - APPLICANT/OWNER: SEVENTY ACRES, LLC - For possible  
3 action on a request for a General Plan Amendment FROM: PR-OS  
4 (PARKS/RECREATION/OPEN SPACE) TO: H (HIGH DENSITY RESIDENTIAL) on  
5 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard (APN 138-32-  
6 301-005), Ward 2 (Beers) [PRJ-62226].

7 ITEM 53 - ZON-62392 - ABEYANCE ITEM - REZONING RELATED TO GPA-62387 -  
8 PUBLIC HEARING - APPLICANT/OWNER: SEVENTY ACRES, LLC - For possible  
9 action on a request for a Rezoning FROM: R-PD7 (RESIDENTIAL PLANNED  
10 DEVELOPMENT - 7 UNITS PER ACRE) TO: R-4 (HIGH DENSITY RESIDENTIAL) on  
11 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard (APN 138-32-  
12 301-005), Ward 2 (Beers) [PRJ-62226].

13 ITEM 54 - SDR-62393 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW  
14 RELATED TO GPA-62387 AND ZON-62392 - PUBLIC HEARING -  
15 APPLICANT/OWNER: SEVENTY ACRES, LLC - For possible action on a request for a  
16 Site Development Plan Review FOR A PROPOSED 720-UNIT MULTI-FAMILY  
17 RESIDENTIAL (CONDOMINIUM) DEVELOPMENT CONSISTING OF FOUR, FOUR-  
18 STORY BUILDINGS on 17.49 acres at the southwest corner of Alta Drive and Rampart  
19 Boulevard (APN 138-32-301-005), R-PD7 (Residential Planned Development - 7 Units per  
20 Acre) Zone [PROPOSED: R-4 (High Density Residential)], Ward 2 (Beers) [PRJ-62226].

21

22 Appearance List:

23 STEVEN ROSS, Mayor Pro-Tem

24 LOIS TARKANIAN, Councilwoman

25

26 1:50:26 - 1:52:58 (2 minutes and 32 seconds)

27

28 Typed by: Speechpad.com

29 Proofed by: Patty Hlavac

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

30 **MAYOR PRO TEM ROSS**

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

35

36 **COUNCILWOMAN TARKANIAN**

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

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

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

44

45 **END RELATED DISCUSSION**

46 **RESUMED RELATED DISCUSSION**

47

48 **MAYOR PRO TEM ROSS**

49 And that's your motion?

50

51 **COUNCILWOMAN TARKANIAN**

52 My motion is to accept these as given.

53

54 **MAYOR PRO TEM ROSS**

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

57

58 **END OF DISCUSSION**

59 /ph



**AGENDA SUMMARY PAGE - PLANNING**  
**CITY COUNCIL MEETING OF: FEBRUARY 15, 2017**

**DEPARTMENT: PLANNING**

**DIRECTOR: TOM PERRIGO**

☐ Consent ☒ Discussion

**SUBJECT:**

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

**PROTESTS RECEIVED BEFORE:**

**Planning Commission Mtg.**

**172**

**City Council Meeting**

**259**

**APPROVALS RECEIVED BEFORE:**

**Planning Commission Mtg.**

**74**

**City Council Meeting**

**15**

**RECOMMENDATION:**

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

**BACKUP DOCUMENTATION:**

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

ROR011232

**23485**

**CITY COUNCIL MEETING OF: FEBRUARY 15, 2017**

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

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

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

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

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

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

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

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

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

ROR011233

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

82     **MAYOR GOODMAN**

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

84     Agenda Item 100, GPA-62387 on a request for a General Plan Amendment from PR-OS  
85     (Parks/Recreation/Open Space) to H (High Density Residential); 101, ZON-62392 on a request  
86     for rezoning from R-PD7 (Residential Planned Development - 7 Units Per Acre) to R-4 (High  
87     Density Residential); and Agenda Item 102, SDR-62393 on a request for a Site Development  
88     Plan Review for a proposed 720-unit multi-family residential condominium development  
89     consisting of four four-story buildings. The Applicant/Owner is Seventy Acres, LLC on  
90     17.49 acres, the southwest corner of Alta Drive and Rampart Boulevard, R-PD7 (Residential  
91     Planned Development - 7 Units Per Acre), Zone proposed R-4 (High Density Residential).  
92     The Planning Commission and Staff recommend approval on all items. These are in Ward 2 with  
93     Councilman Beers, public hearing items which I declare open. Is the Applicant or representative  
94     president?

95

96     **CHRIS KAEMPFER**

97     Yes, Your Honor. Chris Kaempfer and Stephanie Allen here on behalf of the Owner and  
98     Applicant. Also, should you have questions appropriate for their consideration; we have our  
99     traffic folks in the audience. We have Mr. Pankratz here, Mr. Lowie as well, Greg Borgell. So  
100    we're all here if there's any question that needs to be answered that Stephanie and I do not have  
101    an answer for.

102

103    **BRAD JERBIC**

104    If I could before Mr. Kaempfer begins his presentation, Your Honor, I need to bring to  
105    everybody's attention that Councilman Barlow has a flight tonight, where he has to be at the  
106    airport for check-in at 6:30, which means he has to leave City Hall no later than 6:00 p.m. So  
107    that's two hours. I'm saying it because I was there, as you all know, last night. It went well over  
108    two hours, because there were legal presentations and stuff like that. So I'm bringing it to the  
109    Mayor's attention so that when people ask for time to speak and make their presentation, keep in  
110    mind that we're going to probably lose Councilman Barlow after 6:00.

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

140 neighbors, who have expressed concerns about traffic, height, density, schools, and for rent as  
141 opposed to for sale condominiums.  
142 And as a consequence, Your Honor and members of the Council, and especially Councilman  
143 Beers and Mr. Jerbic, as a result of that, all of that listening, we are advising you today that, as  
144 required by Councilman Beers, we are hereby reducing the number of units in this project from  
145 the 720, for which we applied and for which Planning Commission granted approval, to 435.  
146 That is a reduction of nearly 300 units from the project we originally proposed.  
147 In addition and to address both the concerns raised by Councilman Beers and by our neighbors,  
148 especially and more importantly the neighbors in the Towers, who are the only ones immediately  
149 adjacent to this project, we have changed this project to a for sale condominium development  
150 and not a for rent development.  
151 So it went from 720 units to 435 and from for rent to for sale. And those are requirements that  
152 were imposed on us, I'd like to say that we accepted those graciously, but they were requirements  
153 that were imposed on us by Councilman Beers.  
154 Now, to address the comments made by Mr. Jerbic, Mr. Perrigo, and Mr. Lowenstein throughout  
155 this entire Queensridge zoning process, the reduction to 435 units means that the density of our  
156 project will be 24.9 units per acre, and that density will match precisely and exactly the density  
157 of the Queensridge Towers, which is our immediate neighbor to the west, as you can see and  
158 Stephanie can explain. Why don't you explain what those numbers are?

159

160 **STEPHANIE ALLEN**

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

165

166 **CHRIS KAEMPFER**

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

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

169 which your legal counsel and your Planning Department have emphasized time and time again,  
170 to anyone who will listen, as being the standard by which appropriate zoning is to be measured.  
171 It's also important to note that this 24.9 units per acre is the same density as the Towers, despite  
172 the fact that our project is closer to Rampart and closer to Alta. It is a standard zoning practice  
173 that we have seen, all of us have seen implemented time and time again, that the closer you get to  
174 a major street, the density increases from what is away from it. In this particular case, that is not  
175 the case. The density is the same.

176 Now, to address the concern of height raised by our Tower neighbors, we are agreeing to keep  
177 the height of the structure at no higher than the height of the podium of the Towers. And again,  
178 Ms. Allen can point out we have two very brief slides to show you.

179

180 **STEPHANIE ALLEN**

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

185

186 **CHRIS KAEMPFER**

187 And that also shows another.

188

189 **STEPHANIE ALLEN**

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

192

193 **CHRIS KAEMPFER**

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

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

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

517   **MAYOR GOODMAN**

518   - only after you say your name.

519

520   **SHAUNA HUGHES**

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

522   Mayor Goodman, members of the Council, I am submitting this letter to you and for the record  
523   to summarize what has occurred since we were here last before you on this entire development.

524   During the last Council meeting, on November 16th, I was directed to meet with the developer's  
525   representative, Mr. Pankratz. The following day, I contacted him and we agreed to have our first  
526   meeting the following week. We've met thereafter on 11/30, 12/21, 12/28, and 1/6.

527   My meeting notes indicate the first meeting was attended by Frank, Todd Davis, who's inside  
528   counsel for EHB, George Garcia, planning professional at my invitation, and myself. I was told  
529   at this meeting that the golf course would be closing, which it has since closed. I asked for a  
530   maintenance plan and a security plan concerned that with the golf course closed, they would  
531   need their own security as the HOA contract of security had been asked not to enter onto the  
532   private property of the golf course. But I've not yet received either of those plans to this point,  
533   and they still remain a concern.

534   I made the following points. The neighborhood and members of the City Council want a  
535   complete development plan for the entirety of the land to be developed, which I'd like to remind  
536   you is 250 acres. The neighborhood and members of the City Council want a development  
537   agreement so that all of the issues are clearly set forth in an enforceable contract. We want to  
538   preserve the maximum amount of open space. We need density reductions to maintain the  
539   compatibility with the existing neighborhood development. I indicated the neighbors were very  
540   concerned about traffic issues.

541   While this list is not exhaustive of the issues covered in the two-hour meeting, it is what I  
542   repeated in each of our subsequent meetings. Two hours into the meeting, Mr. Lowie entered our  
543   meeting and threw Mr. Garcia out.

544   At our next meeting, which was attended by Frank, Todd, and myself, we basically went over the  
545   history of the project and had nothing new on either side to add.

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

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

551 Thereafter we met on the 28th. Unfortunately, no changes were suggested or offered by the  
552 developer. As I was leaving, I happened to ask if the developer had filed anything with the City  
553 and was told that they had filed for tentative map approval of 61 lots on 35 acres in the northwest  
554 corner of the property off Hualapai and Alta and were planning to file a GPA that very day.  
555 I expressed my surprise and disappointment that they chose that path in the middle of our  
556 negotiations. I told Frank that the filing of tentative map and GPA was problematic as it violated  
557 the critical concern of the neighborhood that a development proposal for the entirety of the land  
558 be submitted. I also reiterated, again, density concerns.

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

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

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

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



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

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

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

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

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

596

597 **FRANK PANKRATZ**

598 435.

599

600 **SHAUNA HUGHES**

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

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

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

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

2598     **MAYOR GOODMAN**

2599     For the entire property?

2600

2601     **CHRIS KAEMPFER**

2602     All 17.49 acres, yes, ma'am.

2603

2604     **MAYOR GOODMAN**

2605     And how about the remaining property, that will have to be variable as you come back? But can  
2606     this be achieved through a master plan, a general development plan?

2607

2608     **CHRIS KAEMPFER**

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

2610

2611     **MAYOR GOODMAN**

2612     Okay. That's -.

2613

2614     **CHRIS KAEMPFER**

2615     - now, you know, I -.

2616

2617     **MAYOR GOODMAN**

2618     - no, no, no. We've come somewhere, and, Mr. Jerbic, I am going to ask for your assistance here  
2619     on this, because my personal feeling and I have no idea who's voting with what. I know there's a  
2620     tremendous sensitivity to the homeowners and their investments and everything we've been  
2621     hearing for this year and a half. I do know the developer, and I don't think I've ever had so much  
2622     as a cup of coffee with him on a friendship basis, but I've seen his projects go. I never gave any  
2623     indication that I was going to be supportive. I did see the early plans. I thought they looked  
2624     beautiful when they were presented back a year and a half ago.

2625     But what I have seen finally is movement. I would hope the entire acreage would never be  
2626     developed piecemeal. But what I feel is we've made progress, and it's good progress. And so

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

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

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

2635 As each piece were to come back, it is the prerogative of this Council, in respect to everything  
2636 you've been saying, to deny any further development. That is what is here. That is what I am  
2637 seeing. And I think the development the way it's been presented, you will probably be able to be  
2638 hearing more from us. I'm sure you'll be hearing more from the development, developer as it's  
2639 going forward, but the mere fact of the change, no exit off of Alta, I mean there is movement.

2640 And what we want to do is save every piece of property and make it the way you intended it to  
2641 be and not be piecemeal in this development.

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

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

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

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

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

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

3007     **CHRIS KAEMPFER**

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

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

3016

3017     **MAYOR GOODMAN**

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

3019

3020     **CHRIS KAEMPFER**

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

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

3029

3030     **MAYOR GOODMAN**

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

3032

3033     **CHRIS KAEMPFER**

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

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

3036 **MAYOR GOODMAN**

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

3040

3041 **YOHAN LOWIE**

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

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

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

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

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

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

3493     **MAYOR GOODMAN**

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

3496

3497     **COUNCILMAN BARLOW**

3498     Yes.

3499

3500     **MAYOR GOODMAN**

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

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

3505

3506     **COUNCILMAN BEERS**

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

3509

3510     **MAYOR GOODMAN**

3511     And that is your motion?

3512

3513     **COUNCILMAN BEERS**

3514     Are there any other conditions on 101, Staff?

3515

3516     **TOM PERRIGO**

3517     No.

3518

3519     **MAYOR GOODMAN**

3520     Okay.

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

3521 **COUNCILMAN BEERS**

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

3523

3524 **MAYOR GOODMAN**

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

3526

3527 **COUNCILMAN BARLOW**

3528 Yes.

3529

3530 **MAYOR GOODMAN**

3531 And please post. And that motion carries. **(The motion carried with Coffin, Tarkanian and**  
3532 **Anthony voting No.)** And Agenda Item 102?

3533

3534 **COUNCILMAN BEERS**

3535 And I guess I would add to the chorus, it's now six of us have made this comment, but I believe  
3536 that Councilman Ross shares it. We would like all parties involved here to go back to the  
3537 development agreement that was posted with the November agenda and mark it up, print it out,  
3538 go home, mark it up.

3539 If you don't like something, put a red circle around it. If you want to change numbers, change  
3540 numbers, but we need to have meetings where those marked-up development agreements are  
3541 brought back so that we have concrete starting points for our discussions and hopefully get to the  
3542 end of this process.

3543 So with that, **Your Honor, on Item 102, I would move for approval, but we do have a couple**  
3544 **of additional -**

3545

3546 **MAYOR PRO TEM ROSS**

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



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

3548 **COUNCILMAN BEERS**

3549 - thank you.

3550

3551 **MAYOR GOODMAN**

3552 Thank you.

3553

3554 **COUNCILMAN BEERS**

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

3558

3559 **TOM PERRIGO**

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

3562

3563 **COUNCILMAN BEERS**

3564 I've got one more.

3565

3566 **TOM PERRIGO**

3567 Oh, sorry.

3568

3569 **COUNCILMAN BEERS**

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

3573

3574 **MAYOR GOODMAN**

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

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

3576 **COUNCILMAN BEERS**

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

3578

3579 **PETER LOWENSTEIN**

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

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

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

3583 **made for building permits.**

3584

3585 **MAYOR GOODMAN**

3586 And the condition about this traffic study?

3587

3588 **PETER LOWENSTEIN**

3589 **I'll leave that one as it stands.**

3590

3591 **MAYOR GOODMAN**

3592 Okay.

3593

3594 **STEPHANIE ALLEN**

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

3596 for rent?

3597

3598 **MAYOR GOODMAN**

3599 Oh, right. Yes.

3600

3601 **COUNCILMAN BEERS**

3602 Yes. There's another condition.

3603

3604 **MAYOR GOODMAN**

3605 **No rental. For sale project.**

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

3606 **COUNCILMAN BEERS**

3607 The product will be for sale.

3608

3609 **MAYOR GOODMAN**

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

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

3612

3613 **COUNCILMAN BARLOW**

3614 Yes, ma'am.

3615

3616 **MAYOR GOODMAN**

3617 Okay. Is that your motion?

3618

3619 **CHRIS KAEMPFER**

3620 Your Honor?

3621

3622 **COUNCILMAN BEERS**

3623 That's my motion, Your Honor.

3624

3625 **CHRIS KAEMPFER**

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

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

3628 **to make sure that was the case.**

3629

3630 **MAYOR GOODMAN**

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

3632 how say you, Councilman Barlow?

3633

3634 **COUNCILMAN BARLOW**

3635 Yes.

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

3636 **MAYOR GOODMAN**

3637 Thank you. And will you please post? (**Motion carried with Coffin, Tarkanian and Anthony**  
3638 **voting No.**) And the motion carries. So there's a lot ahead. And thank you. Thank you all for  
3639 coming. We feel, as you've said -

3640

3641 **COUNCILWOMAN TARKANIAN**

3642 Oh, wait, Madame Mayor?

3643

3644 **MAYOR GOODMAN**

3645 - Yes?

3646

3647 **COUNCILWOMAN TARKANIAN**

3648 Before we finish -

3649

3650 **MAYOR GOODMAN**

3651 We're not through. We have to stay.

3652

3653 **COUNCILWOMAN TARKANIAN**

3654 - no, no, I mean, on this, what we're voting on. We had a lot of good material that came from  
3655 Attorney Jimmerson, and we're going to get a copy of that. Could we have the materials that  
3656 were referred to by the opposition? Could we each have a copy of that too, you brave people?

3657

3658 **MAYOR GOODMAN**

3659 We can get it from our City Clerk's Office.

3660

3661 **COUNCILWOMAN TARKANIAN**

3662 City Clerk has it. So would you give one to each of us please, of what was given to you by the  
3663 other? Thank you.

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

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

CERTIFIED AS A TRUE COPY  
*Stacey Campbell*  
Stacey Campbell, Chief Deputy City Clerk  
City of Las Vegas 3/28/17 1,468 Pages

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

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

39

40 **Appearance List:**

41 CAROLYN GOODMAN, Mayor

42 STEVEN D. ROSS, Mayor Pro Tem

43

44 2:14:45 – 2:18:02 (3 minutes)

45 Typed by: Debra A. Outland

46 Proofed by: Stacey L. Campbell

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

49 **MAYOR GOODMAN**

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

53

54 **MAYOR PRO TEM ROSS**

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

59

60

**END RELATED DISCUSSION**

61

**RESUMED RELATED DISCUSSION**

62

63 **MAYOR PRO TEM ROSS**

64 That would be my motion.

65

66 **COUNCILMAN BEERS**

67 Your Honor?

68

69 **MAYOR GOODMAN**

70 Okay, thank you. Yes?

71

72 **COUNCILMAN BEERS**

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

77



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

78     **BRAD JERBIC**

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

82     **MAYOR GOODMAN**

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

86     **BRAD JERBIC**

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

100

101     **MAYOR GOODMAN**

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

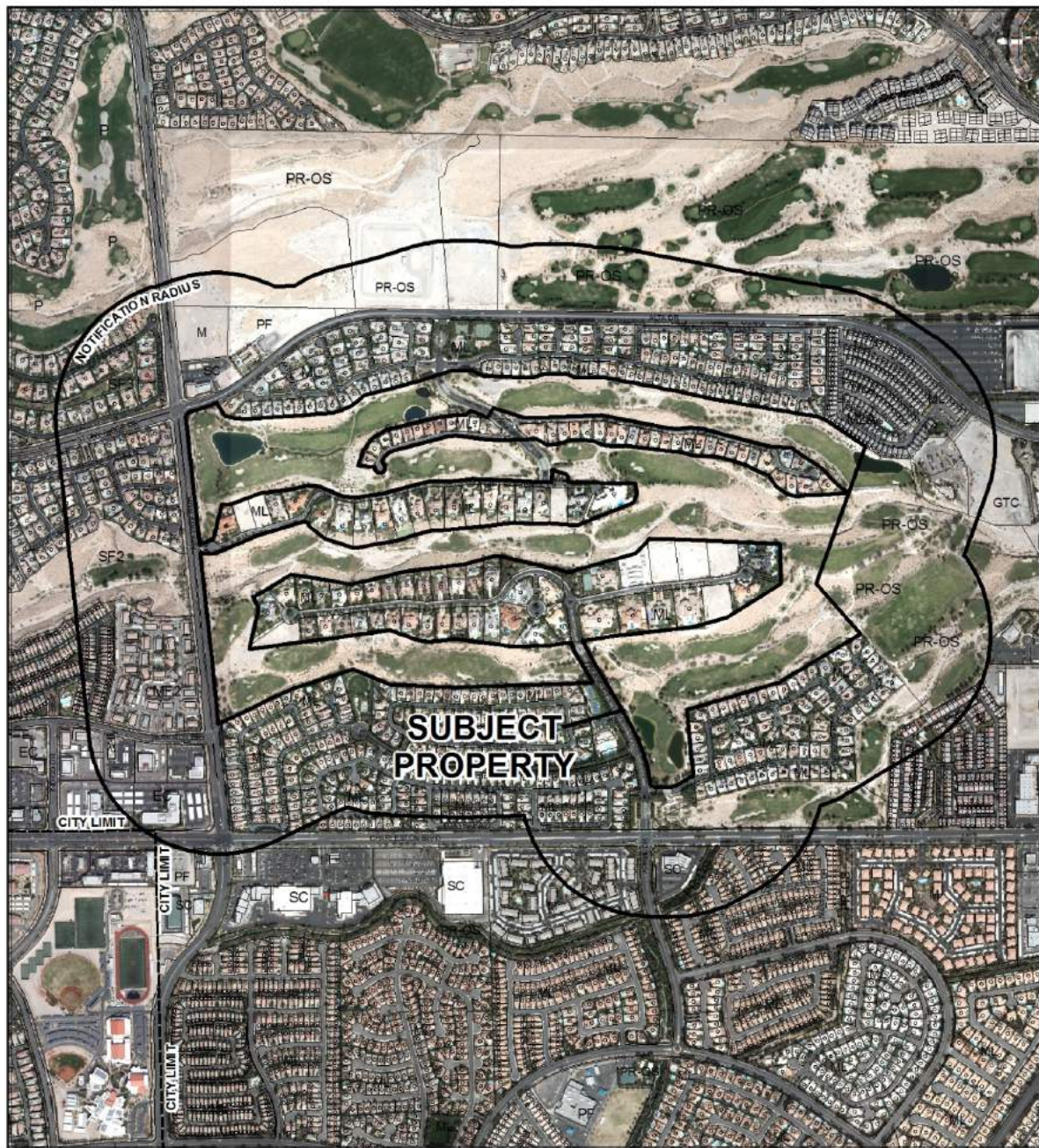
103

104     **MAYOR PRO TEM ROSS**

105     There's a motion though.

106



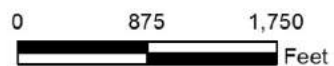


**CASE: GPA-68385 (PRJ-67184)**

**RADIUS: 1000 FEET**

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

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



ROR018831

**23508**

24  
RPTT: Exempt 8  
APN: 138-31-212-002  
138-31-312-001  
138-31-312-002  
138-31-418-001  
138-31-610-002

20050414-0002951

Fee: \$18.00 RPTT: EX#009  
N/C Fee: \$26.00

04/14/2005 13:59:00

T20050068007

Requestor:

STEWART TITLE OF NEVADA

Frances Deane JSB  
Clark County Recorder Pgs: 5

RECORDING REQUESTED BY STEWART TITLE  
AND WHEN RECORDED MAIL TO:

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

MAIL TAX STATEMENTS TO:

Same as above.

### GRANT, BARGAIN AND SALE DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the PECCOLE 1982 TRUST, DATED FEBRUARY 15, 1982, as to an undivided Forty Five percent (45%) interest and WILLIAM PETER AND WANDA RUTH PECCOLE FAMILY LIMITED PARTNERSHIP, as to an undivided Fifty Five percent (55%) interest, whose addresses are 851 S Rampart Blvd., Las Vegas, Nevada 89145, does hereby grant, bargain, sell and convey to FORE STARS, LTD., a Nevada limited liability company, whose address is 851 S. Rampart Blvd., Suite 220, Las Vegas, Nevada 89145, that certain real property in the County of Clark, State of Nevada, more particularly described in Exhibit "1" attached hereto and incorporated herein by this reference.

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

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Dated as of: April 11, 2005

PECCOLE 1982 TRUST, DATED  
FEBRUARY 15, 1982

By: Peccole-Nevada Corporation, Trustee

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

P  
3

WILLIAM PETER AND WANDA RUTH  
PECCOLE FAMILY LIMITED PARTNERSHIP

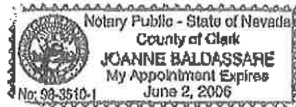
By: Peccole-Nevada Corporation, General Partner

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

P  
7  
C

STATE OF NEVADA )  
COUNTY OF CLARK ) ss

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



Joanne Baldassare  
NOTARY PUBLIC  
My commission expires: June 2, 2006

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

79    **MAYOR GOODMAN**

80    – and then, 69 to 72.

81

82    **MAYOR PRO TEM ROSS**

83    We're good, Mayor. I got it.

84

85    **MAYOR GOODMAN**

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

87

88    **MAYOR PRO TEM ROSS**

89    All right. Yes, Your Honor.

90

91                               **END RELATED DISCUSSION**

92                               **RESUMED RELATED DISCUSSION**

93

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

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

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

97

98                               **END RELATED DISCUSSION**

99                               **RESUMED RELATED DISCUSSION**

100

101   **MAYOR PRO TEM ROSS**

102    And that is my motion.

103

104   **MAYOR GOODMAN**

105    Okay.

106

107   **MAYOR PRO TEM ROSS**

108    Is there more?



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

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

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

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

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

**RECOMMENDATION:**

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

First Read – 6/7/2017

First Publication – 6/8/2017

**BACKUP DOCUMENTATION:**

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

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

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

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

**CERTIFIED AS A TRUE COPY**

*Stacey Campbell*  
Stacey Campbell, Chief Deputy City Clerk  
City of Las Vegas 9/21/17 2,643 Pages

ROR021823

**23513**



**CITY COUNCIL MEETING OF: JUNE 21, 2017**

Minutes:

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

Appearance List:

CAROLYN GOODMAN, Mayor

BRAD JERBIC, City Attorney

CHRIS KAEMPFER, Legal Counsel for the Applicant

STEVEN D. ROSS, Councilman

STEPHANIE ALLEN, Legal Counsel for the Applicant



ROR021824

**23514**

1  
2  
3  
4  
5  
6  
7  
8 **BILL NO. 2017-27**

9 **ORDINANCE NO. \_\_\_\_\_**

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

14 Sponsored by: Councilman Bob Beers

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

15  
16  
17 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY  
18 ORDAIN AS FOLLOWS:

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

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

ROR021825

23515

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

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

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_,  
2017.

APPROVED:

By CAROLYN G. GOODMAN, Mayor

ATTEST:

LUANN D. HOLMES, MMC  
City Clerk

APPROVED AS TO FORM:

Val Steed, Deputy City Attorney Date 5-30-17

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

APPROVED:

By \_\_\_\_\_  
CAROLYN G. GOODMAN, Mayor

ATTEST:

\_\_\_\_\_  
LUANN D. HOLMES, MMC  
City Clerk

**DEVELOPMENT AGREEMENT**

**FOR**

**THE TWO FIFTY**

PRJ-70542  
06/06/17

**DIR-70539 - REVISED**

ROR021828

**23518**

## 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"LVVWD" means the Las Vegas Valley Water District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Term" means the term of this Agreement.

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

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

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



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

## SECTION TWO

### APPLICABLE RULES AND CONFLICTING LAWS

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

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

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

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

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

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

reasonable time.

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

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

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

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

2.05. City Cooperation.

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

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

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

## SECTION THREE

### PLANNING AND DEVELOPMENT OF THE COMMUNITY

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

(a) Maximum Residential Units Permitted. The maximum number of residential dwelling units allowed within the Community, as shown on **Exhibit B**, is two thousand one hundred 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 (1,700<sup>th</sup>) residential unit, by way of a building permit issuance or group of building permit issuance that would encapsulate the construction of the seventeen hundredth (1,700<sup>th</sup>) 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 (1,500<sup>th</sup>) 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 (1,499<sup>th</sup>) 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 (1,499<sup>th</sup>) 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 (1,500<sup>th</sup>) 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 (1,499<sup>th</sup>) 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 (1,499<sup>th</sup>) 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