# Proposed changes to Mojave Village Development Agreement

From Mike Scott, October 14, 2026

The following refers to the proposed development agreement provided us at the end of September with the file name “Mojave Village Development Agreement – 26.09.30”

I appreciate the detailed responses staff provided to my long list of issues, along with suggested changes to address them. That narrowed my list a lot, from 40+ issues to just 8 left. Here are recommendations for those remaining issues. (My issue of “Additional density and public benefit” is in a separate memo.)

### Terms #2 - Short-Term Rentals Prohibited in Parcels A, B, and C

“Overnight rentals” is not a recognized term in our City Code. So, using it in this agreement creates unnecessary ambiguity. We should make it clear that all rentals of fewer than 30 consecutive days are prohibited, regardless of how they are described or arranged. Proposed language for Bryan’s refinement:

“No dwelling unit or other residential accommodation within Parcels A, B, or C shall be rented, leased, licensed, or otherwise made available for occupancy for a period of fewer than thirty (30) consecutive days, whether through a short-term rental platform, vacation rental arrangement, private agreement, or any other means. This prohibition applies regardless of how the rental or occupancy arrangement is described or advertised. A rental or occupancy agreement stated to be for thirty (30) days or longer shall not be used to circumvent this prohibition through an arrangement providing for occupancy of fewer than thirty (30) consecutive days.”

### Terms #3 (c): No premature disturbance.

Add this staff recommended addition:

The City will allow the Developer to transport and either place or excavate material within a future phase of development to accommodate grading activities associated with an earlier phase, subject to the following conditions:

1. Disturbance within the future phase shall be limited to those areas reasonably necessary for the placement, storage, or excavation of material. The movement of material into or out of a future phase shall not authorize disturbance of the entire phase.
2. Any future phase in which material is placed, stored, or excavated shall be included in the project's Storm Water Pollution Prevention Plan (SWPPP), with appropriate measures for controlling dust, erosion, and sediment runoff in accordance with applicable City requirements.

### Terms #3 (c ) Revegetation and Restoration

My concern is whether an area disturbed for a future phase that may not proceed for years, will be restored to something compatible with the surrounding landscape. Proposed language for Bryan’s refinement:

Any area substantially disturbed by grading or construction that is not actively needed for ongoing construction or infrastructure installation for more than 12 months shall be subject to a City-approved restoration plan addressing both erosion control and visual restoration.

The restoration plan shall include appropriate recontouring where necessary, revegetation with native or native-compatible plant species, and maintenance until vegetation is established. Restoration shall be completed within 12 months after the inactivity threshold is reached, subject to appropriate seasonal planting considerations.

Occasional or incidental activity shall not, by itself, constitute active construction or exempt an area from these requirements. Temporary erosion and dust control requirements shall continue to apply regardless of whether visual restoration is required.

**Exhibit C – Parcel A (large estate lots) – height limit**

Parcel A: The first sentence imposes an 18-foot height limit on all of Parcel A. But the next sentence says the house, barn and other improvements on the 10-acre lot are permitted consistent with RE-12.5 and the City Code, which allows 25 feet. I believe the intent is an 18 foot limit. To eliminate ambiguity, here is proposed language for Bryan's refinement: "All primary and accessory buildings within Parcel A, including the Large Estate Lot, shall be subject to a maximum building height of 18 feet, notwithstanding the otherwise applicable RE-12.5 standards." (Note: The staff memo indicated something like this could be stated in the agreement.)

**Exhibit C – Parcel D – Resort Commercial – height limit**

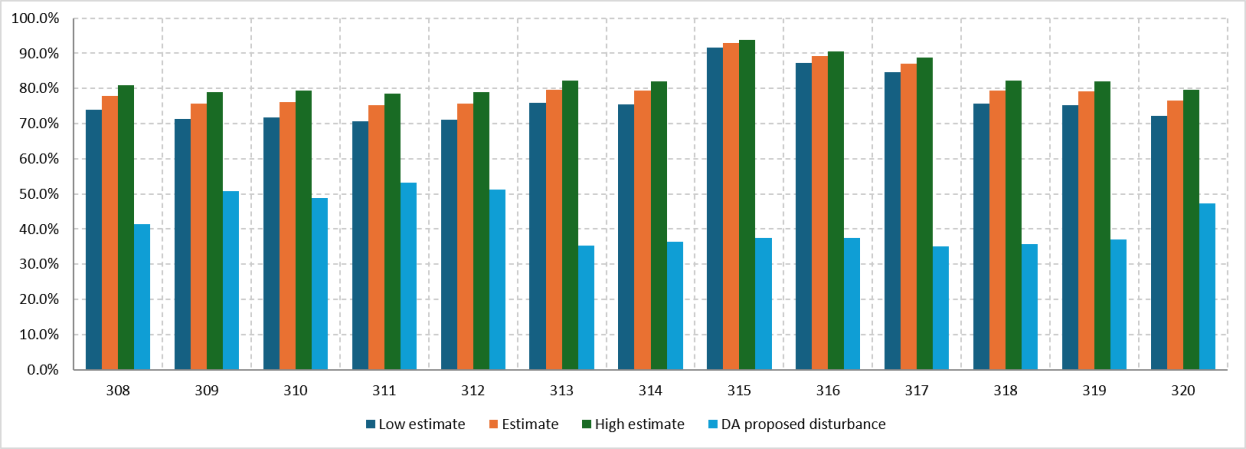
(Not sure where to put this) Proposed language for Bryan's refinement: "The maximum building height for all units within the southernmost row of development on Parcel D shall be twenty-five feet (25'), notwithstanding any greater height otherwise permitted by the applicable zoning. The units subject to this restriction shall be specifically identified on the approved development plan attached to the Development Agreement."

**Exhibit F: Privacy Wall**

The original language creates ambiguity because "shall be set back ... at least 10 feet" appears to authorize walls based on their location rather than the approved disturbance area, while "shall be determined to be disturbed" could be interpreted as reclassifying the enclosed area, even if it exceeds the lot's approved disturbance limit. I want the agreement to clearly prohibit walls from enclosing land outside each lot's approved disturbance area, rather than leave that restriction open to interpretation.

I estimated how much land could be enclosed by privacy walls set back just 10 feet from the property lines for lots 308-320 along with a low estimate and a high estimate. The results show that the walls could enclose approximately 75%–93% of each lot, compared with the approved disturbance limits of approximately 35%–53%. These are estimates based on the site plan and reasonable assumptions about lot dimensions, not precise survey calculations. But they illustrate my concern: a 10-foot setback alone

eliminates protection to substantial portions of these lots intended to remain undisturbed. (Excel spreadsheet available for anyone who finds this sort of thing disturbingly interesting.)




Proposed language for Bryan's refinement: (new in underline): On Parcel A no privacy walls shall be allowed on the lot lines except where the lot line is adjacent to Parcels B & D. In other areas in Parcel A where privacy walls are desired, they shall be set back from the property line by at least 10 feet, and when visible from Highway 91 shall be screened with vegetation that when mature covers at least 75 percent of the wall. Privacy walls may enclose only land within the approved disturbance area for that individual lot. The wall itself, including its footings and any grading or construction disturbance associated with its installation, shall also be entirely within the lot's approved disturbance area. No portion of the area enclosed by a privacy wall may extend beyond that approved disturbance area. The enclosed area, together with any other disturbed areas outside the wall, shall not exceed the lot's approved disturbance limit. When there is an application for a building or grading permit on Parcel A, the approved disturbance boundaries shall be documented through a recorded disturbance exhibit specific to that lot which shall be required before issuance of the first building or grading permit."

**Exhibit I #1 – Conflicts**

I agree with staff that conflicts may be unlikely, but I want to avoid uncertainty, not simply assume conflicts won't arise. Many of the important protections in the agreement are contained in the exhibits. Under the current language, those exhibits have the lowest priority if there is a conflict.

Current language: In the event of any conflicting terms, the terms govern in the following order: first – the Primary Terms, second – the Standard Terms, last – the Exhibits.

Proposed language for Bryan's refinement: "The Primary Terms, Standard Terms, and Exhibits are all incorporated into and are equally binding parts of this Agreement. They shall be interpreted together and, wherever reasonably possible, in a manner that gives effect to all provisions. If provisions appear to conflict, the more specific provision shall control over a more general provision addressing the same subject, regardless of whether it appears in the Primary Terms, Standard Terms, or Exhibits."