

IN THE SUPREME COURT OF THE STATE OF NEVADA

CLARK COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
NEVADA,

Appellant,

vs.

HQ METRO, LLC, AN ARIZONA
LIMITED LIABILITY COMPANY;
PROJECT ALTA, LLC, A NEVADA
LIMITED LIABILITY COMPANY;
PROJECT ALTA II, LLC, A
NEVADA LIMITED LIABILITY
COMPANY PROJECT ALTA III,
LLC, A NEVADA LIMITED
LIABILITY COMPANY; AND
PROJECT ALTA LIQUIDATING
TRUST U/A/D 12/31/09, BY AND
THROUGH MARK L. FINE &
ASSOCIATES, A NEVADA
CORPORATION, INDIVIDUALLY
AND AS TRUSTEE,
Respondents.

Supreme Court No. 71877
District Court Case No.
A681632

APPELLANT'S JOINT APPENDIX

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NEVADA POWER COMPANY V. HQ METRO, LLC, ET AL

Case No: A-13-681632-C

Dept No: 28

ALPHABETICAL LIST OF DOCUMENTS

<u>Document</u>	<u>Filed</u>	<u>Volume</u>	<u>Bates No.</u>
Answer of Las Vegas Metropolitan Police Department	7/9/2013	3	0664-0667
Central Telephone Company's Answer to Complaint	6/13/2013	3	0650-0655
Certificate of Cash Deposit	10/17/2013	3	0716-0719
City of Las Vegas' Answer to Complaint in Eminent Domain	7/8/2013	3	0656-0658
City of Las Vegas' Answer to First Amended Complaint in Eminent Domain	2/4/2016	7	1445-1447
Defendant Clark County's Answer to Complaint	7/8/2013	3	0659-0663
Defendant Clark County's Answer to First Amended Complaint in Eminent Domain	2/8/2016	7	1448-1452
Defendant Clark County's Notice of Appeal	11/29/2016	8	1719-1720
Defendant Clark County's Opposition to Defendant Landowners' Motion for Summary Judgment and Countermotion for Partial Summary Judgment and Application for Withdrawal of Funds Deposited for the Permanent Easement	1/13/2016	5 6	0855-1104 1105-1296
Defendant Clark County's Opposition to HQ Metro, LLC's Motion for Apportionment of Funds	10/4/2016	8	1698-1703
Defendant HQ Metro LLC's Motion for Apportionment of Funds Pursuant to NRS 37.115 and February 25, 2016 Court Order	9/20/2016	8	1604-1697

Defendant HQ Metro, LLC's Reply to Motion for Apportionment of Funds Pursuant to NRS 37.115 and February 25, 2016 Court Order	10/19/2016	8	1704-1709
Defendant Landowner's Motion for Summary Judgment	12/30/2015	4	0720-0854
Defendant Landowners' Opposition to Clark County's Countermotion for Partial Summary Judgment & Application for Withdrawal of Funds Deposited for the Permanent Easement	2/1/2016	6	1339-1350
Defendants HQ Metro, LLC, Project Alta, LLC, Project Alta II, LLC, Project Alta III, LLC, Project Alta Liquidating Trust U/A/D 12/31/09 by and Thru Mark L. Fine & Associates, and Wells Fargo Bank, National Association, as Trustee's Answer to Plaintiff's Verified Complaint in Eminent Domain; Defendant HQ Metro, LLC's Counterclaims	7/9/2013	3	0668-0679
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Errata to Defendant Landowners Opposition to Clark County's Countermotion for Partial Summary Judgment and Application for Withdrawal for Funds Deposited for the Permanent Easement	2/4/2016	7	1407-1444
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Order 2.25.16	2/25/2016	7	1465-1469
Order Granting Immediate Occupancy Pending Entry of Judgment	10/15/2013	3	0680-0681
Order RE: Defendant HQ Metro LLC's Motion for Apportionment of Funds Pursuant to NRS 37.115 and February 25, 2016 Court Order	11/9/2016	8	1710-1712
Plaintiff Nevada Power Company d/b/a NV Energy's Limited Opposition(s) to: (1) Defendant Las Vegas Metropolitan Police Department's Counter-Motion for Partial Summary Judgment and Application for Distribution of Funds Allocable to Temporary Construction Easement; and (2) Defendant Clark County's Counter-Motion for Partial Summary Judgment and Application for Withdrawal of Funds Deposited for the Permanent Easement	2/2/2016	7	1351-1406
Plaintiff's First Amended Verified Complaint in Eminent Domain	1/15/2016	6	1297-1338
Plaintiff's Motion for Immediate Occupancy	5/20/2013	1 2 3	0030-0250 0251-0500 0501-0625
Plaintiff's Verified Complaint in Eminent Domain	5/10/2013	1	0001-0029

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Stipulation and Order for Immediate Occupancy	10/15/2013	3	0682-0715
Summons – Civil (Clark County)	6/6/2013	3	0644-0646
Summons – Civil (HQ Metro, LLC)	6/6/2013	3	0626-0628
Summons – Civil (Mark L. Fine and Associates)	6/6/2013	3	0638-0640
Summons – Civil (Project Alta II)	6/6/2013	3	0629-0631
Summons – Civil (Project Alta III)	6/6/2013	3	0632-0634
Summons – Civil (Project Alta Liquidating Trust U/A/D 12/31/09)	6/6/2013	3	0635-0637
Summons – Civil (Project Alta, LLC)	6/6/2013	3	0647-0649
Summons – Civil (Wells Fargo Bank, National Association)	6/6/2013	3	0641-0643
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14. Answer of Las Vegas Metropolitan Police Department	7/9/2013	3	0664-0667

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17. Stipulation and Order for Immediate Occupancy	10/15/2013	3	0682-0715
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JOINT APPENDIX

Volume 8

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CLERK OF THE COURT

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10 Attorneys for Plaintiff

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 **NEVADA POWER COMPANY, a Nevada**
14 **corporation, d/b/a NV ENERGY,**

15 Plaintiff,

16 vs.

17 HQ METRO, LLC, an Arizona limited liability
18 company; LAS VEGAS METROPOLITAN
19 POLICE DEPARTMENT, a metropolitan
20 police department; PROJECT ALTA, LLC, a
21 Nevada limited liability company; PROJECT
22 ALTA II, LLC, a Nevada limited liability
23 company; PROJECT ALTA III, LLC, a
24 Nevada limited liability company; PROJECT
25 ALTA LIQUIDATING TRUST U/A/D
26 12/31/09, by and through MARK L. FINE &
27 ASSOCIATES, a Nevada corporation,
28 individually and as Trustee; WELLS FARGO
BANK, NATIONAL ASSOCIATION, a
Delaware corporation; NEVADA TITLE
COMPANY, a Nevada corporation;
CENTRAL TELEPHONE COMPANY, a
Delaware corporation; COX
COMMUNICATIONS LAS VEGAS, INC., a
Delaware corporation; LAS VEGAS VALLEY
WATER DISTRICT, a quasi-municipal
corporation; CITY OF LAS VEGAS, a
municipal corporation; CLARK COUNTY, a
political subdivision of the State of Nevada; all
other persons unknown claiming any right,
title, estate, lien or interest in the real property
described in the Complaint; DOES I through
X; and ROE CORPORATIONS XI through
XX, inclusive,

Defendants.

Case No.: A-13-681632-C

Dept. No.: XXVIII

**JUDGMENT AND FINAL ORDER OF
CONDEMNATION**

<input type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input checked="" type="checkbox"/> Default Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

9/20/16

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JUDGMENT AND FINAL ORDER OF CONDEMNATION

The above-entitled matter having come before the Court for entry of Judgment and Final Order of Condemnation pursuant to the Stipulated Judgment and Order executed by Plaintiff NEVADA POWER COMPANY, d/b/a NV ENERGY (“NV Energy”), Defendants HQ METRO, LLC, PROJECT ALTA, LLC, PROJECT ALTA II, LLC, PROJECT ALTA III, LLC, PROJECT ALTA LIQUIDATING TRUST U/A/D 12/31/09, by and through MARK L. FINE & ASSOCIATES (collectively, “Prior Owners”), Defendant LAS VEGAS METROPOLITAN POLICE DEPARTMENT (“LVMPD”), Defendant CITY OF LAS VEGAS (“CLV”), and Defendant CLARK COUNTY, the Court having considered the Stipulated Judgment and Order and all papers, pleadings and documents on file herein, the Court finding that Disclaimers of Interest having been filed with the Court as follows: (i) Disclaimer of Interest of Defendant Cox Communications Las Vegas, Inc. filed on June 13, 2013; (ii) Disclaimer of Interest of Defendant Nevada Title Company filed on June 13, 2013; (iii) Disclaimer of Interest of Defendant Las Vegas Valley Water District filed on July 3, 2013; (iv) Disclaimer of Interest of Defendant Central Telephone Company filed on December 1, 2014; and (v) Disclaimer of Interest of Defendant Wells Fargo Bank, National Association filed on June 23, 2016, and the Court being fully advised, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. On or about May 10, 2013, NV Energy filed its Verified Complaint in Eminent Domain (“**Complaint**”) to acquire certain easement interests necessary for the public purpose of permitting, construction, operation and maintenance of 230kV/138kV/69kV transmission lines, and associated facilities, generally located in the area of Interstate 15 and Charleston Boulevard, in the County of Clark, State of Nevada (the “**Project**”). On or about January 15, 2016, NV Energy filed its First Amended Verified Complaint in Eminent Domain (“**First Amended Complaint**”).

2. Through this action, NV Energy sought to acquire certain easement interests on a portion of the property generally located at 400 South Martin L. King Boulevard, Las Vegas, Nevada 89106, and recognized by the Clark County Recorder’s Office as APN 139-33-202-009 (the “**Property**”) at the time the Complaint was filed. Through this action, NV Energy is

1 acquiring an approximately 16,861 square foot permanent easement (the “Permanent
2 Easement”) on the Property as well as an approximately 36,863 square foot temporary
3 construction easement (the “Temporary Construction Easement”) (collectively, the
4 “Easements”) on the Property. The Permanent Easement is specifically identified in the
5 documents attached hereto as Exhibit “1”. The Temporary Construction Easement is
6 specifically identified in the documents attached hereto as Exhibit “2”, and by its express terms,
7 terminated on June 30, 2015.

8 3. NV Energy’s acquisition does not extinguish the following CLV existing rights
9 and/or interests in the Property:

10 (a) Right of Way Grant for Streetlight Purposes recorded September 25, 2009,
11 in Book No. 20090925, as Instrument No. 0002933;

12 (b) Right of Way Grant for Pedestrian Walkway Purposes recorded
13 September 25, 2009, in Book No. 20090925, as Instrument No. 0002934; and

14 (c) Right of Way Grant for Traffic Purposes recorded September 25, 2009, in
15 Book No. 20090925, as Instrument No. 0002935 (collectively, “CLV’s Existing Interests”).

16 To the extent of any overlap of NV Energy’s Permanent Easement and CLV’s Existing Interests,
17 these interests will co-exist.

18 4. NV Energy is hereby awarded the relief specified in the First Amended
19 Complaint. The Easements are hereby condemned to NV Energy for the uses specified in the
20 First Amended Complaint. The Easements are needed for a public use and NV Energy’s
21 acquisition of the Easements is needed and necessary for that public use.

22 5. On or about October 17, 2013, in connection with NV Energy’s right to
23 immediate occupancy, NV Energy deposited the amount of Two Hundred Eighty-One Thousand
24 and No/100 Dollars (\$281,000.00) (the “Deposit”) with the Clerk of Court for the Eighth
25 Judicial District Court, Clark County, Nevada (the “Clerk”) – Receipt No. 2013-126698-
26 CCCLK – which funds remain on deposit with the Clerk.

27 ...
28 ...

1 6. As soon as practicable, but not later than thirty (30) days after entry of the
2 Stipulated Judgment and Order, NV Energy shall deposit with the Clerk a check in the amount of
3 Five Hundred Sixty-Nine Thousand and No/100 Dollars (\$569,000.00) (the “**Additional**
4 **Payment**”). The Deposit and Additional Payment collectively total Eight Hundred Fifty
5 Thousand and No/100 Dollars (\$850,000.00) (the “**Total Payment**”).

6 7. As soon as practicable after the Additional Payment is deposited with the Clerk, the
7 Clerk shall pay Seventy-Five Thousand and No/100 Dollars (\$75,000.00) (“**LVMPD Distribution**”)
8 to LVMPD from the Total Payment on deposit with the Clerk, which amount represents the total
9 amount the parties have agreed is due as just compensation for the Temporary Construction
10 Easement at issue in the Lawsuit. LVMPD waives any right to any part of the Total Payment aside
11 from the LVMPD Distribution, and agrees that the balance of the Total Payment represents
12 compensation for the remaining issues and/or claims at issue in the Lawsuit, including the Permanent
13 Easement at issue in the Lawsuit, to which only Prior Owners and/or Clark County shall have a
14 claim.

15 8. Pursuant to NRS 37.115, the Prior Owners and Clark County shall ask the Court to
16 determine and make the remaining apportionment award (for the Total Payment less the LVMPD
17 Distribution) (“**Remaining Apportionment Award**”) between Prior Owners and Clark County.
18 Alternatively, Prior Owners and Clark County, without the involvement of NV Energy or LVMPD,
19 may enter into a mutual agreement regarding the Remaining Apportionment Award. In this event,
20 Prior Owners and Clark County shall provide the Court and the Clerk with the appropriate
21 documentation reflecting the Remaining Apportionment Award. Any interest that may have accrued
22 on the Deposit and/or the Additional Payment while on deposit with the Clerk, shall be included in
23 the Remaining Apportionment Award.

24 9. Nothing contained in this Judgment and Final Order shall negatively affect any
25 appellate or other rights between the Prior Owners and/or Clark County regarding their
26 respective rights and/or interest to disbursement of the Remaining Apportionment Award,
27 including pursuant to NRS 37.115.

28 ...

1 10. The parties have stipulated to a settlement in resolution of all claims and defenses
2 by and between the parties related to NV Energy's acquisition of the Easements and the Total
3 Payment, whether asserted or unasserted in the pleadings, which, except as set forth above,
4 resolves all rights and claims, including claims for compensation, damages, interest, costs and
5 attorney fees.

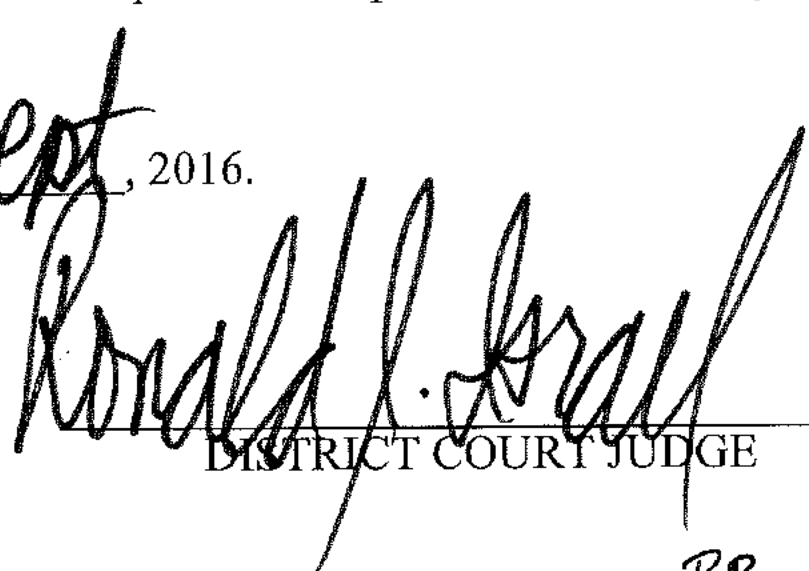
6 11. This Judgment and Final Order of Condemnation represents a compromise of the
7 claims and defenses that are or that could be made between the parties in this lawsuit, except for
8 those claims remaining between Prior Owners and/or Clark County as set forth above, and this
9 Judgment and Final Order resolves all other claims and defenses between the parties relating in
10 any way to this lawsuit, including NV Energy's acquisition of the Easements as identified herein,
11 the compensation owed for the Easements, any inverse condemnation claims and any claims for
12 any damages, including any severance damages. This Judgment, and NV Energy's Deposit,
13 Additional Payment and/or payment of any funds in this matter is not an admission by any party
14 as to the fair market value of the Easements or any other matter.

15 12. A certified copy of this Judgment and Final Order of Condemnation shall be
16 recorded with the Clark County Recorder's Office to document and give notice of NV Energy's
17 right, title and interest in and to the Easements as identified herein.

18 13. Nothing contained herein shall prevent any party from commencing any action
19 necessary to enforce any provision of this Judgment and Final Order of Condemnation and/or
20 any settlement between the parties.

21 14. Having found there will be no prejudice caused to any party herein and pursuant
22 to NRCP Rule 54(b), there is no just reason for delay and this judgment is hereby certified as
23 final, thereby terminating the action as to all parties except for Clark County and the Prior
24 Owners as provided above.

25 DATED this 15 day of Sept, 2016.



DISTRICT COURT JUDGE

BB

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

1 Prepared and respectfully submitted by:

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22 Metropolitan Police Department


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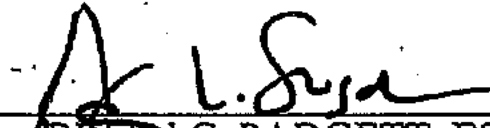
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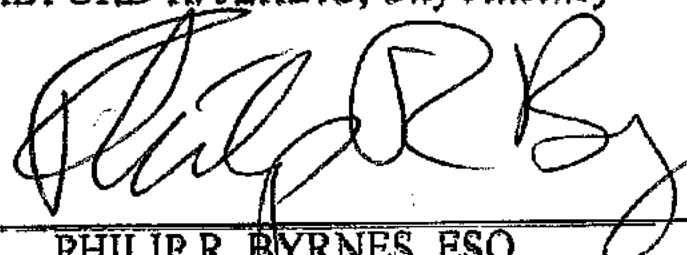
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1 **After Recording, Return To:**

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EXHIBIT “1”

EXHIBIT “1”

APN: 139-33-202-009

PERPETUAL EASEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy and its successors and assigns ("NV Energy"), for use by them and their employees and contractors, hereby acquire a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("Utility Facilities") upon, over, under and through the property described in Exhibit "A" hereto (the "Easement Area");
2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area and the property described in Exhibit "B" hereto (the "Property");
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from the Easement Area and the Property; and
4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as NV Energy may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

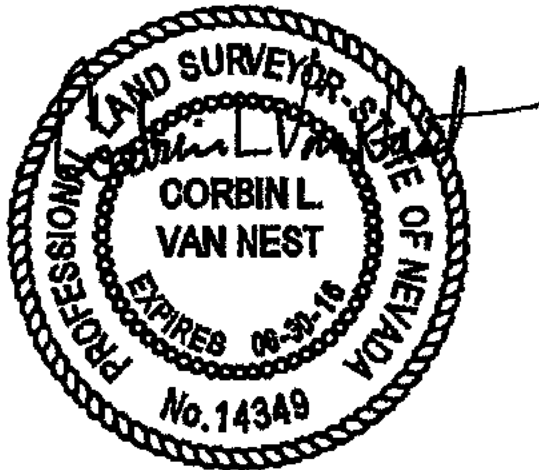
NV Energy will be responsible for any damages, proximately caused by NV Energy negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by the property owners and located on the Easement Area after the date that NV Energy obtains occupancy of the Easement Area pursuant to NRS Chapter 37. However, this paragraph does not apply to, and NV Energy is not responsible for, any damages caused when NV Energy exercises its rights under numbered Paragraph 4 above.

The property owner covenants for the benefit of NV Energy, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of NV Energy (which NV Energy will not unreasonably withhold), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. NV Energy and the property owner must document NV Energy's consent by both NV Energy and the property owner signing NV Energy's standard, recordable use agreement. The property owner retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with NV Energy's rights herein and are in all respects consistent with NV Energy's rights herein, NV Energy's electrical practices, and the National Electrical Safety Code.



EXHIBIT A

PROJECT ID: LR697NCLR2
PROJECT NEON
APN: 139-33-202-009
20 NOV, 2014
PREPARED BY: CV
CHECKED BY: SD
PAGE 1 OF 3



11.20.14

LAND DESCRIPTION:

A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN "GRANT BARGAIN AND SALE DEED" RECORDED SEPTEMBER 2, 2009 IN BOOK 20090902 AS INSTRUMENT NO. 01863 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 00°01'49" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 267.13 FEET; THENCE NORTH 89°58'11" WEST, DEPARTING SAID EAST LINE, 34.50 FEET TO THE POINT OF BEGINNING, SAME BEING THE WESTERLY RIGHT-OF-WAY OF MARTIN LUTHER KING BOULEVARD (WIDTH VARIES) DESCRIBED IN THAT CERTAIN "GRANT DEED" RECORDED AUGUST 26, 2009 IN BOOK 20090826 AS INSTRUMENT NO. 02171 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; THENCE ALONG SAID RIGHT-OF-WAY AND THE UNBROKEN TRANSITION THEREOF ONTO AND ALONG THE NORTHERLY RIGHT-OF-WAY OF ALTA DRIVE, BEING DESCRIBED IN THOSE CERTAIN 'GRANT DEEDS' RECORDED AUGUST 26, 2009 IN BOOK 20090826 AS INSTRUMENT NUMBERS 02169, 02170 AND 02172 OF SAID OFFICIAL RECORDS, THE FOLLOWING EIGHT (8) COURSES: 1) SOUTH 00°01'49" WEST, 108.38 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 54.00 FEET; 2) SOUTHWESTERLY ALONG SAID CURVE, 84.67 FEET THROUGH A CENTRAL ANGLE OF 89°50'12"; 3) SOUTH 89°52'01" WEST, 70.41 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET; 4) NORTHWESTERLY ALONG SAID CURVE, 3.30 FEET THROUGH A CENTRAL

P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 30150, RENO, NEVADA 89520-3150 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009
PAGE 2 OF 3

ANGLE OF 09°27'51"; 5) NORTH 80°40'08" WEST, 44.51 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, 6) NORTHWESTERLY ALONG SAID CURVE, 4.96 FEET THROUGH A CENTRAL ANGLE OF 09°27'51"; 7) SOUTH 89°52'01" WEST, 125.84 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; 8) SOUTHWESTERLY ALONG SAID CURVE, 5.22 FEET THROUGH A CENTRAL ANGLE OF 09°58'09"; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 00°12'40" WEST, 40.93 FEET; THENCE NORTH 88°02'57" EAST, 262.90 FEET; THENCE NORTH 23°03'40" EAST, 114.67 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 16,861 SQUARE FEET.

BASIS OF BEARINGS:

NORTH 00°01'49" EAST BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MEASURED IN THE NEVADA EAST ZONE (2701) STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83).

END OF LAND DESCRIPTION.

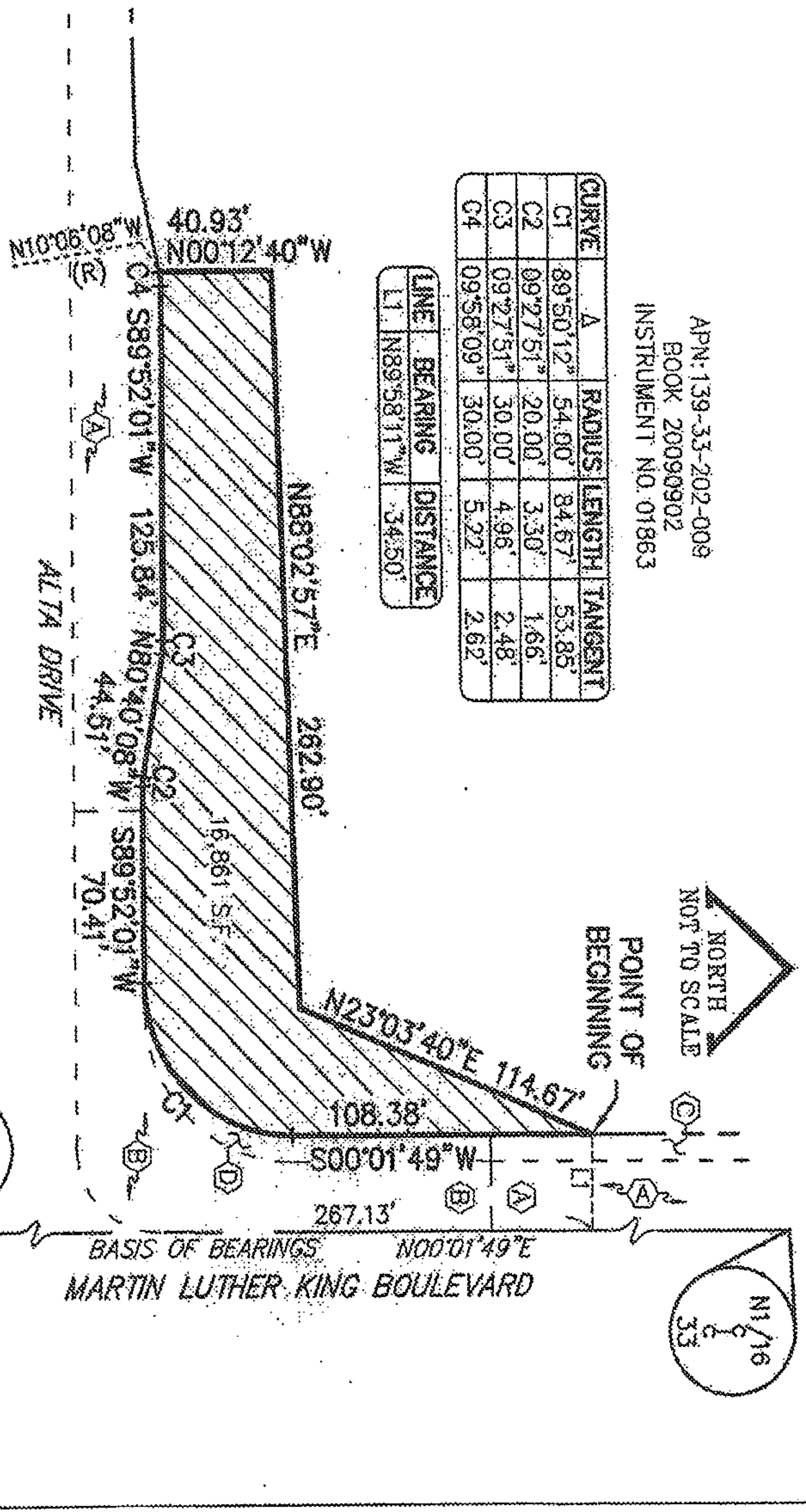
NOTE: THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

CORBIN L, VAN NEST, PLS
STATE OF NEVADA NO. 14349
FOR AND AT THE INSTANCE OF NV ENERGY

APN: 139-33-202-009
 BOOK 20090902
 INSTRUMENT NO. 01863


CURVE	A	RADIUS	LENGTH	TANGENT
C1	89°50'12"	54.00'	84.67'	53.85'
C2	09°27'51"	20.00'	3.30'	1.66'
C3	09°27'51"	30.00'	4.96'	2.48'
C4	09°58'09"	30.00'	5.22'	2.62'

LINE	BEARING	DISTANCE
L1	N89°58'11"W	34.50'



OFFICIAL RECORDS

- (A) 20090826: 02169
- (B) 20090826: 02170
- (C) 20090826: 02171
- (D) 20090826: 02172



PROJECT:
 PROJECT NEON
 APN: 139-33-202-009
 EXHIBIT A

EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION

SEC. 33 T. 20 S., R. 61 E.
 SURVEYOR: GESSB
 DRAWN BY: CV

DATE: 20 NOV, 14 PAGE: 3 OF 3
 CHECKED BY: PROJECT ID: LR697NMLR2

Exhibit B

Situate in the City of Las Vegas, County of Clark, State of Nevada is that portion of the Northwest Quarter (NW ¼) of Section 33, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, described as follows:

That parcel of land as described in Grant Bargain and Sale Deed recorded September 2, 2009 in Book 20090902, as Instrument No, 01863, Official Records, Clark County, Nevada.

EXHIBIT “2”

EXHIBIT “2”

APN: 139-33-202-009

TEMPORARY CONSTRUCTION EASEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy and its successors and assigns ("NV Energy"), for use by them and their employees and contractors, hereby acquire a temporary right and easement on the real property situated in Clark County, Nevada, identified on Exhibit "A" hereto, and commonly known as APN 139-33-202-009 (the "Property"):

1. to use and restore an area approximately one hundred (100) feet by one hundred eighty-one (181) feet and one hundred eleven (111) feet by one hundred eighty-one (181) feet for construction staging (including but not limited to parking vehicles and storing materials), pulling cable, and wire tensioning in the location identified on Exhibit "B" hereto ("Temporary Easement Area");
2. to perform final cleanup of and restore to its before condition the Temporary Easement Area;
3. except as described below, for the unrestricted passage of vehicles and pedestrians within, on, over and across the Temporary Easement Area; and
4. except as described below, for the unrestricted, continuous access of vehicles and pedestrians along and through the Property to the Temporary Easement Area, for the ingress of vehicles and pedestrians to the Temporary Easement Area from the Property, and for the egress of vehicles and pedestrians from the Temporary Easement Area over the Property.

Additional Terms of Temporary Construction Easement

1. NV Energy has the right to remove or clear any and all materials, trees, brush, debris, signs, and any other obstruction from the Temporary Easement Area that in NV Energy's reasonable judgment may interfere with or endanger NV Energy's use of or activities on the Temporary Easement Area.
2. After NV Energy obtains occupancy of the Temporary Easement Area pursuant to NRS Chapter 37, NV Energy will be responsible for any damages, proximately caused by NV Energy's negligent use of or activities on the Temporary Easement Area, to any tangible, personal property or improvements owned by the property owner and located on or adjacent to the Temporary Easement Area prior to the date that NV Energy obtains occupancy of the Temporary Easement Area pursuant to NRS Chapter 37. NV Energy further agrees that, if NV Energy performs work that damages the Temporary Easement Area, NV Energy will restore the Temporary Easement Area to as close to its before condition as is commercially reasonable as soon as is practicable upon completion of the construction activities, even if such construction activities conclude before the expiration of the term of the Temporary Construction Easement.

3. The Temporary Easement Area is roughly bisected by a curved driveway leading from Alta Drive on the South toward the building to the North and parking garage to the Northwest (the "Driveway"). Along the eastern edge of the Driveway, separated by a strip of landscaping, is a sidewalk (the "Sidewalk"). The Driveway and Sidewalk are highlighted on the map attached hereto as Exhibit "C". NV Energy shall, throughout the duration of the Temporary Construction Easement, keep the Driveway and Sidewalk continuously open and free from obstruction, so that vehicles and pedestrians can pass through the Driveway and Sidewalk in the ordinary course, except as follows:
 - a. NV Energy may intermittently close the Driveway and Sidewalk to vehicular and pedestrian traffic as is necessary for safety purposes for a period not to exceed a total of 15 days (which may be non-consecutive) in duration (the "Wire Pulling Period"), during which NV Energy is pulling wires through either of the two poles being erected on the perpetual easement that NV Energy is acquiring contemporaneously herewith ("Perpetual Easement"). The location of the Perpetual Easement is shown in Exhibit "1" attached to NV Energy's Verified Complaint in Eminent Domain filed May 10, 2013, a copy of which is attached hereto as Exhibit "D". The approximate location of the poles are shown on page 96 of the March 11, 2013, Summary Appraisal Report by Glenn Anderson provided by NV Energy, which page is attached hereto as Exhibit "E".
 - b. The intermittent closures allowed in the preceding paragraph shall not last for more than 30 minutes per hour during Peak Hours. Peak Hours include the following times: Monday thru Friday from 6:30 a.m. to 8:30 a.m., 11:00 a.m. to 1:00 p.m., and 3:30 p.m. to 5:00 p.m. During such intermittent closures, NV Energy shall provide safety personnel to notify vehicles and pedestrians of the closures, and to keep them at a safe distance.
 - c. In cases of emergency, such as a need for the Las Vegas Metropolitan Police Department to mobilize police personnel and utilize the Driveway during such an intermittent closure, NV Energy shall suspend its wire pulling operations as soon as can safely be accomplished so as to be able to allow passage of vehicles through the Driveway.
4. The northernmost edge of the Temporary Easement Area overlaps a drive area whereby vehicles pass between the building and the row of parking to the south (the "Drive Area"). The Drive Area is highlighted on Exhibit "F", attached hereto. Except during the Wire Pulling Period, NV Energy shall, throughout the duration of the Temporary Construction Easement, keep the Drive Area continuously open and free from obstruction, so that

vehicles and pedestrians can pass through the Drive Area in the ordinary course.

5. At any time during the Temporary Construction Easement when NV Energy has any heavy vehicles or heavy equipment on the Property, whether or not within the Temporary Easement Area or the Perpetual Easement, NV Energy shall not leave such vehicles or equipment unattended, and shall provide reasonable security measures to prevent such vehicles from being used by unauthorized persons.

This Temporary Construction Easement terminates on June 30, 2015, and, upon termination, has no further effect.

EXHIBIT "A"

EXHIBIT "A"

Exhibit A

The above referred to parcel of land, situate in the City of Las Vegas, County of Clark, State of Nevada, is that portion of the Northwest Quarter (NW ¼) of Section 33, Township 20 South, Range 61 East, M.D.M., Nevada, described as follows:

That parcel of land as described in Grant Bargain and Sale Deed recorded September 2, 2009 in Book 20090902, as Instrument No. 01863, Official Records, Clark County, Nevada.

EXHIBIT "B"

EXHIBIT "B"



EXHIBIT B

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009-TE
15 JANUARY, 2012
PREPARED BY: CV
CHECKED BY: SD
PAGE 1 OF 3



LAND DESCRIPTION:

A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN "GRANT BARGAIN AND SALE DEED" RECORDED SEPTEMBER 2, 2009 IN BOOK 20090902 AS INSTRUMENT NO. 01863 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH 89°52'01" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 522.43 FEET; THENCE NORTH 00°07'59" WEST, DEPARTING SAID SOUTH LINE, 100.94 FEET TO THE SOUTHWEST CORNER OF SAID LAND, SAME BEING THE POINT OF BEGINNING; THENCE NORTH 00°07'59" WEST ALONG THE WEST LINE OF SAID LAND, 111.74 FEET; THENCE NORTH 89°52'01" EAST DEPARTING SAID WEST LINE, 160.97 FEET; THENCE NORTH 00°07'59" WEST 125.32 FEET; THENCE NORTH 89°52'01" EAST 100.00 FEET; THENCE SOUTH 00°07'59" EAST 181.98 FEET; THENCE SOUTH 88°02'57" WEST 80.25 FEET; THENCE SOUTH 00°12'40" EAST 40.93 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID LAND, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 10°06'08" WEST; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING THREE (3) COURSES: 1) SOUTHWESTERLY 1.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°03'32"; 2) SOUTH 77°50'20" WEST 39.69 FEET; 3) SOUTH 88°35'42" WEST, 140.97 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 30150, RENO, NEVADA 89520-3150 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009-TE
PAGE 2 OF 3

CONTAINING 36,863 SQUARE FEET.

BASIS OF BEARINGS:

NORTH 00°01'49" EAST BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MEASURED IN THE NEVADA EAST ZONE (2701) STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83).

END OF LAND DESCRIPTION.

NOTE: THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

CORBIN L, VAN NEST, PLS
STATE OF NEVADA NO. 14349
FOR AND AT THE INSTANCE OF NV ENERGY



PROJECT:
PROJECT NEON
APN: 139-33-202-009-TE

SEC. 33 T:20 S., R:61 E.
SURVEYOR: GE/SB
DRAWN BY: CV

EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION
DATE: 15 JAN 2013 PAGE: 3 OF 3
CHECKED BY: SD PROJECT ID: LR897MJJR2

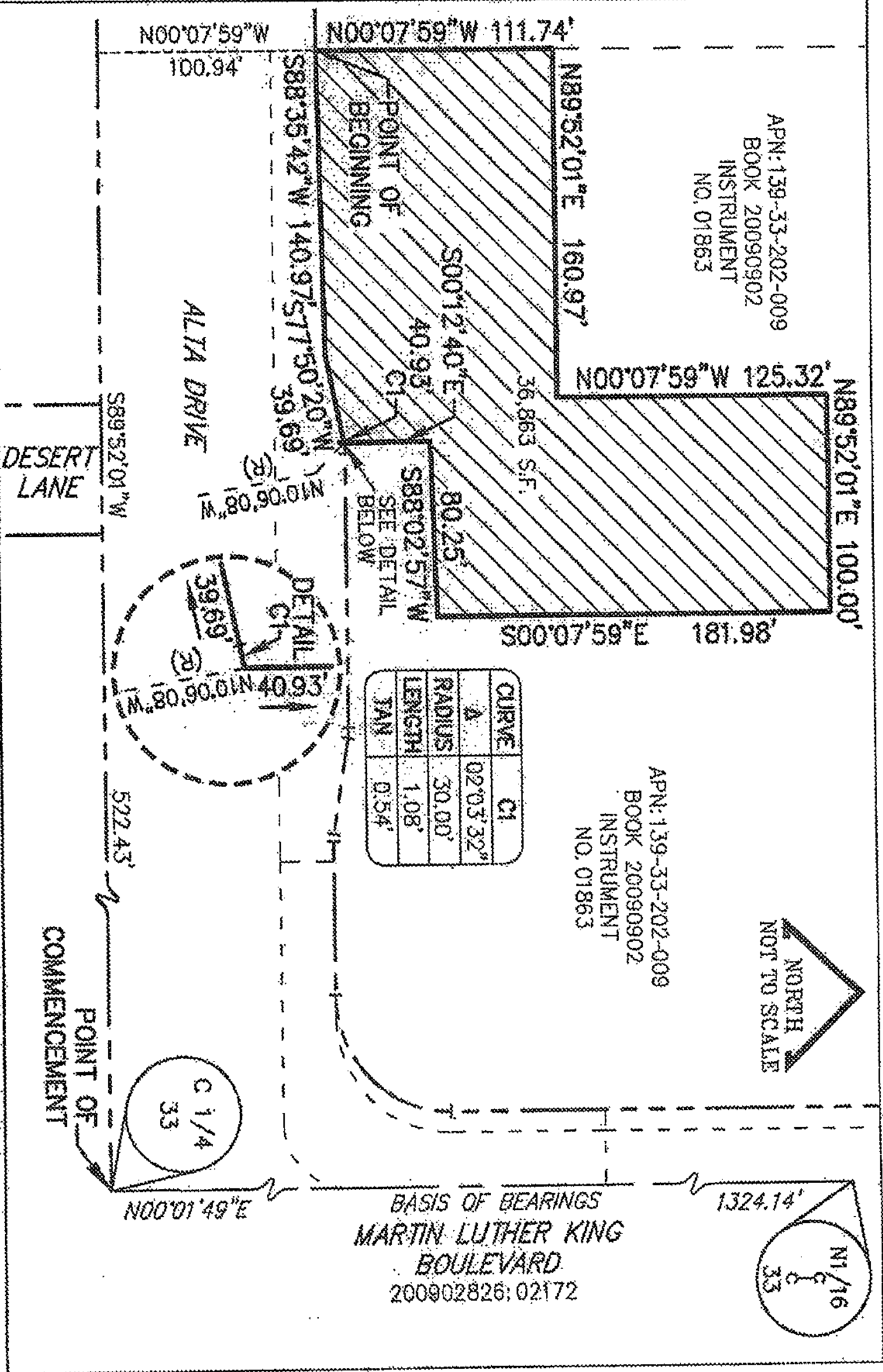
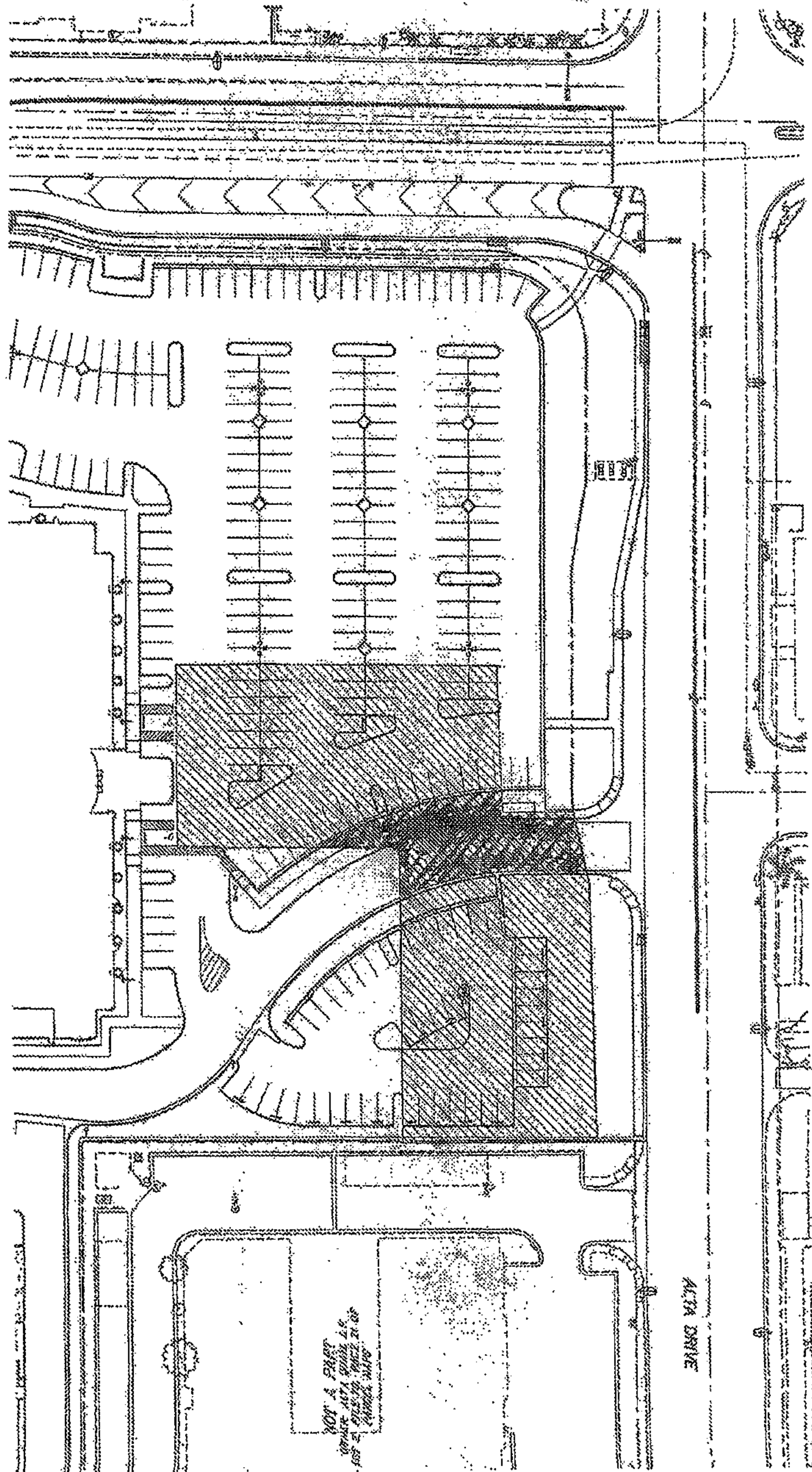


EXHIBIT "C"

EXHIBIT "C"



Ex 7

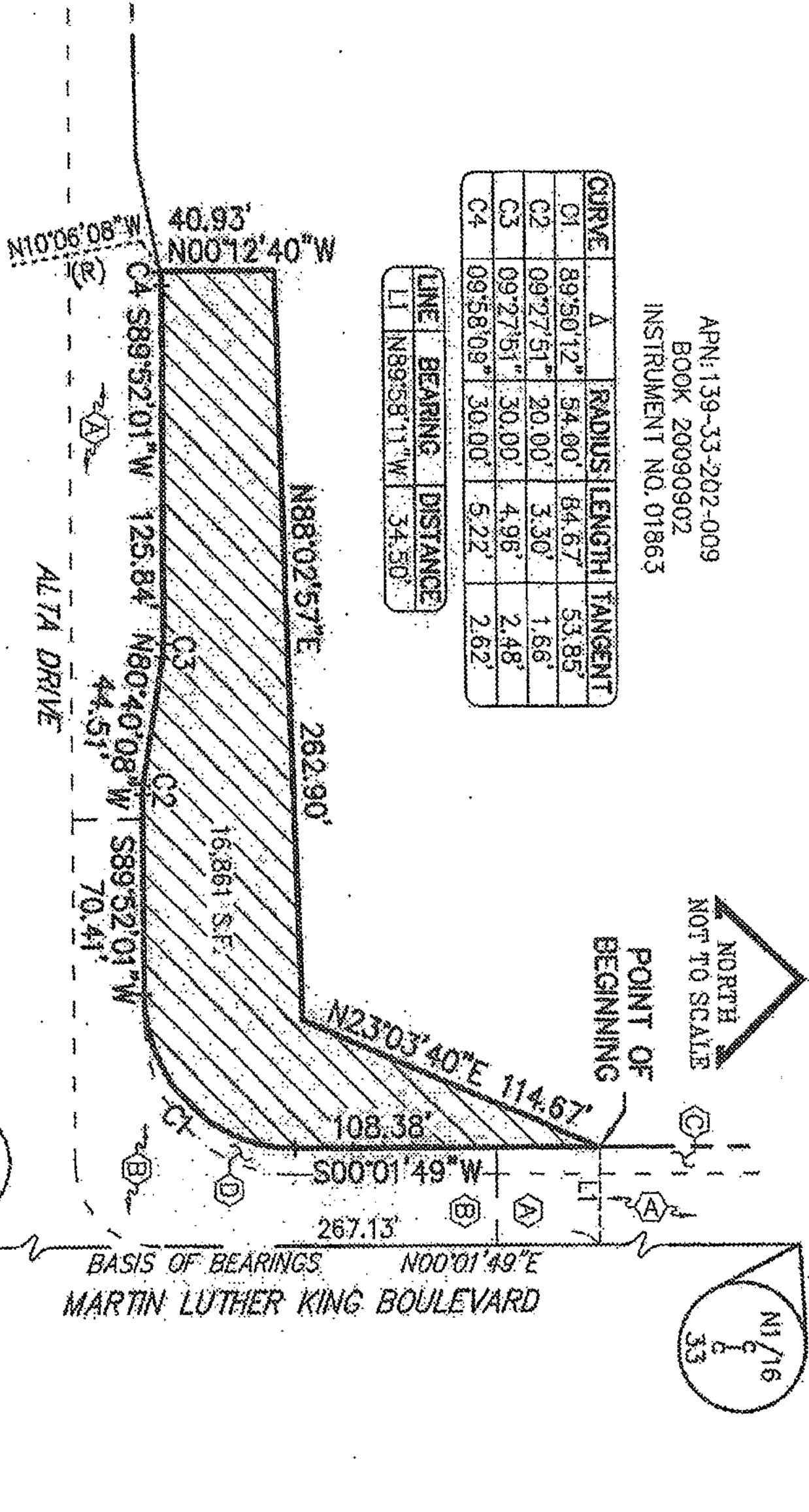
EXHIBIT "D"

EXHIBIT "D"

APN: 139-33-202-009
 BOOK 20090902
 INSTRUMENT NO. 01863

CURVE	Δ	RADIUS	LENGTH	TANGENT
C1	89°50'12"	54.00'	84.67'	53.85'
C2	09°27'51"	20.00'	3.30'	1.66'
C3	09°27'51"	30.00'	4.96'	2.48'
C4	09°58'09"	30.00'	5.22'	2.62'

LINE	BEARING	DISTANCE
L1	N89°58'11"W	34.30'



OFFICIAL RECORDS
 A 20090826:02169 C 20090826:02171
 B 20090826:02170 D 20090826:02172

NV Energy

PROJECT: PROJECT NEON
 APN: 139-33-202-009
 EXHIBIT A

EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION
 SEC: 33 T: 20 S., R: 61 E.
 SURVEYOR: GEISB
 DRAWN BY: CV

DATE: 20 NOV 14 PAGE: 3 OF 3
 CHECKED BY: PROJECT ID: LR697NJJLR2

C 1/4
 35
 POINT OF COMMENCEMENT

EXHIBIT "E"

EXHIBIT "E"

Pole Placement Map:

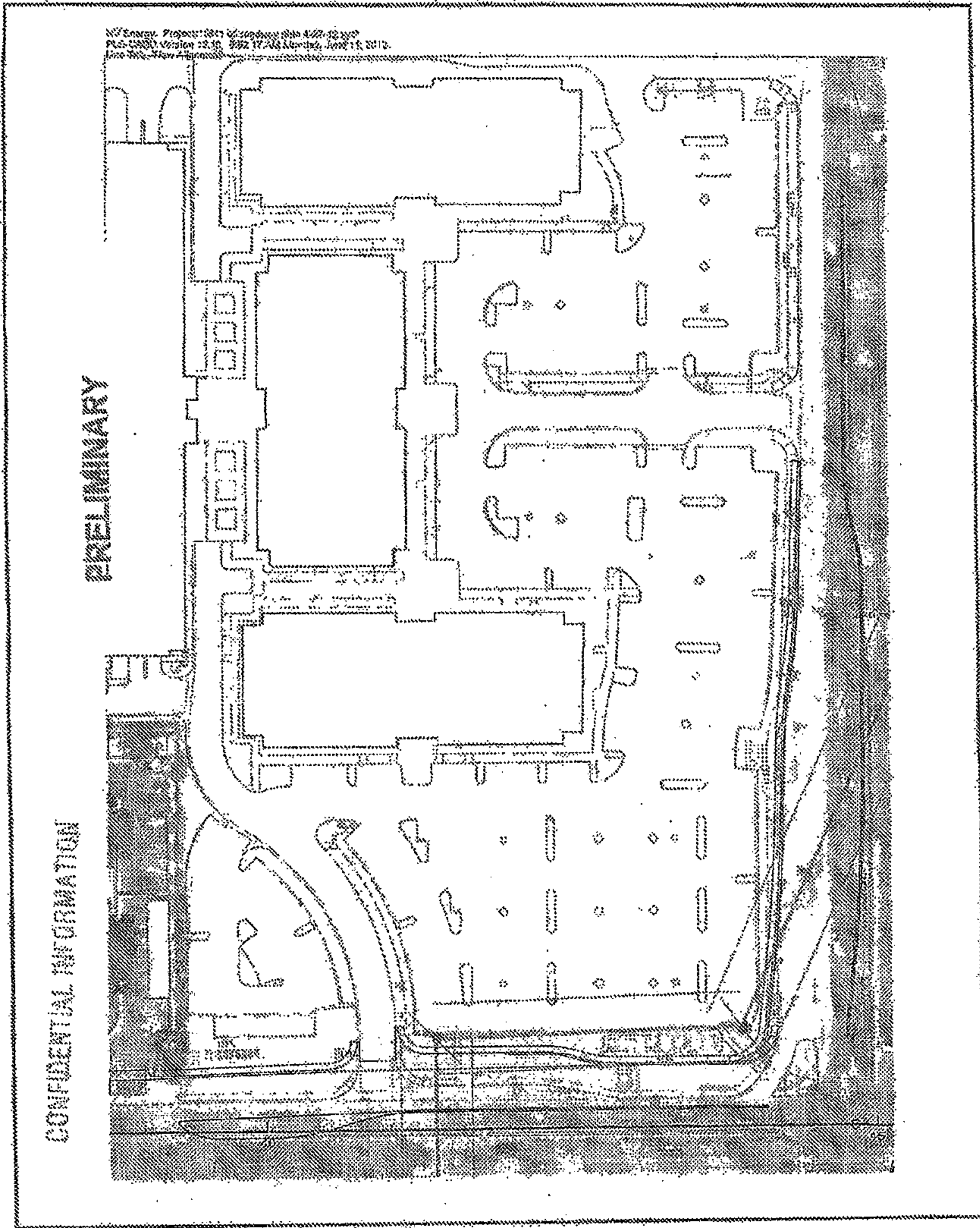
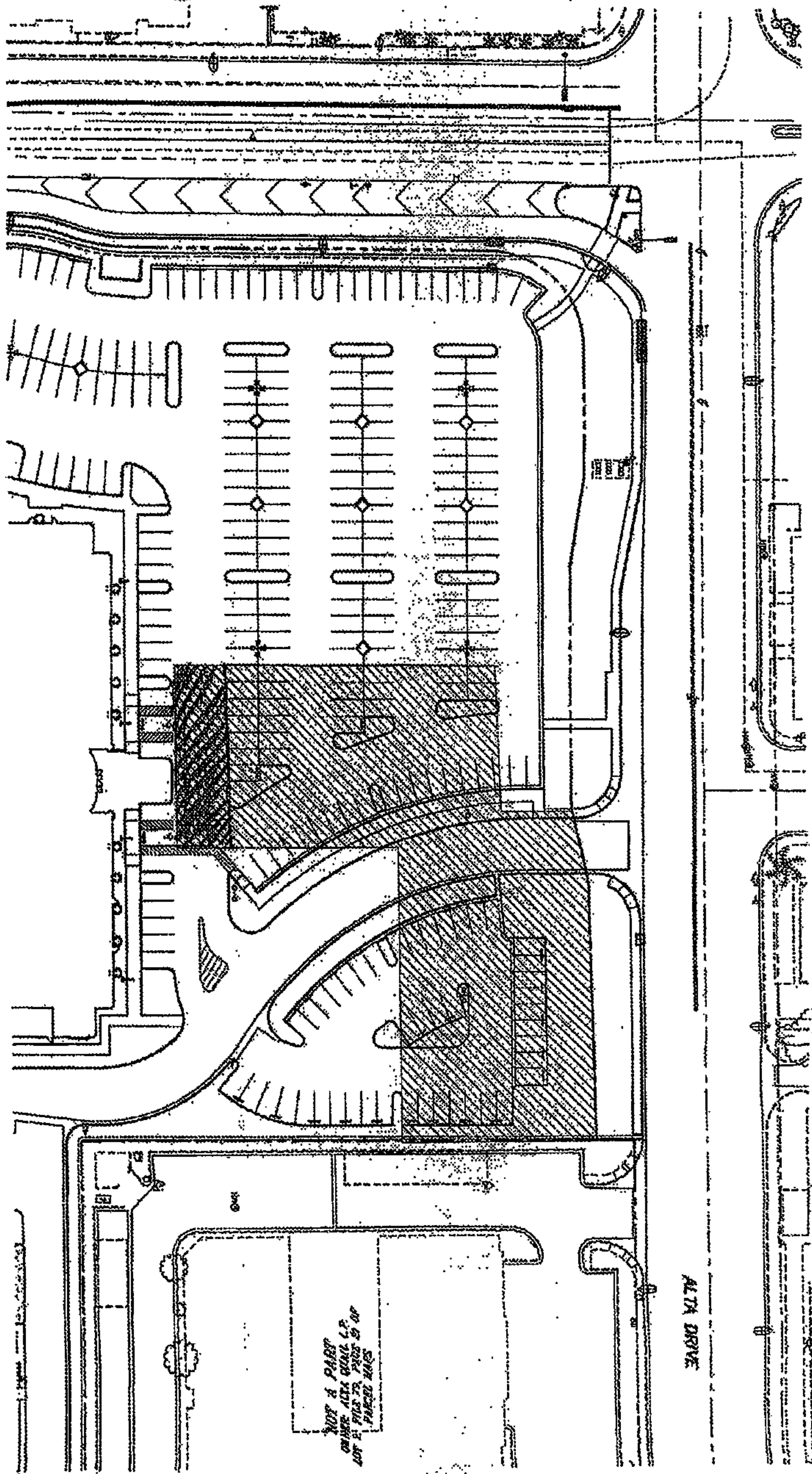
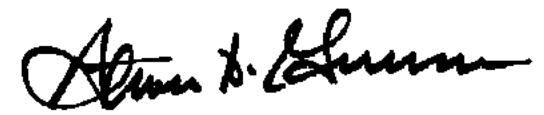


EXHIBIT "F"

EXHIBIT "F"



Ex. 2



CLERK OF THE COURT

1 **MOT**
2 **LAW OFFICES OF BRIAN C. PADGETT**
3 Brian C. Padgett, Bar No. 7474
4 Amy L. Sugden, Bar No. 9983
5 Jeremy B. Duke, Bar No. 13110
6 611 South Sixth Street
7 Las Vegas, Nevada 89101
8 Telephone: (702) 304-0123
9 Facsimile: (702) 368-0123

10 *Attorneys for Defendants HQ Metro, LLC*
11 *Project Alta, LLC, Project Alta II, LLC,*
12 *Project Alta III, LLC, Project Alta*
13 *Liquidating Trust U/A/D 12/31/09*

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

16 NEVADA POWER COMPANY, a Nevada corporation)
17 d/b/a NV ENERGY,)

18 Plaintiff)

19 vs.)

20 HQ METRO, LLC, an Arizona limited liability company;)
21 LAS VEGAS METROPOLITAN POLICE)
22 DEPARTMENT, a metropolitan police department;)
23 PROJECT ALTA, LLC, a Nevada limited liability)
24 company; PROJECT ALTA II, LLC, a Nevada limited)
25 liability company; PROJECT ALTA III, LLC, a Nevada)
26 limited liability company; PROJECT ALTA)
27 LIQUIDATING TRUST U/A/D 12/31/09, by and)
28 through MARK L. FINE & ASSOCIATES, a Nevada)
corporation, individually and as Trustee; WELLS)
FARGO BANK, NATIONAL ASSOCIATION, a)
Delaware corporation; NEVADA TITLE COMPANY, a)
Nevada corporation; CENTRAL TELEPHONE)
COMPANY, a Delaware corporation; COX)
COMMUNICATIONS LAS VEGAS, INC., a Delaware)
corporation; LAS VEGAS VALLEY WATER)
DISTRICT, a quasi-municipal corporation; CITY OF)
LAS VEGAS, a municipal corporation; CLARK)
COUNTY, a political subdivision of the State of Nevada;)
all other persons unknown claiming any right, title,)
estate, lien or interest in the real property described in the)
Complaint; DOES I through X; and ROE)
CORPORATIONS XI through XX, inclusive)

Defendants.

Case No.: A-13-681632-C

Dept. No.: XXVIII

**DEFENDANT HQ METRO, LLC'S
MOTION FOR APPORTIONMENT
OF FUNDS PURSUANT TO NRS
37.115 AND FEBRUARY 25, 2016
COURT ORDER**

Date of Hearing: 10/25/16

Time of Hearing: 9:00 AM

LAW OFFICES OF BRIAN C. PADGETT
611 SOUTH 6TH STREET
LAS VEGAS, NEVADA 89101
PHONE (702) 304-0123
FACSIMILE (702) 368-0123

1 **DEFENDANT HQ METRO, LLC'S MOTION FOR APPORTIONMENT OF FUNDS**
2 **PURSUANT TO NRS 37.115 AND FEBRUARY 25, 2016 COURT ORDER**

3 DEFENDANT HQ METRO, LLC (hereinafter referred to as the "Landowner" or "HQ
4 Metro"), by and through its attorneys, the Law Offices of Brian C. Padgett, and hereby files its
5 Motion for Apportionment of Funds Pursuant to NRS 37.115 and February 25, 2016 Court Order
6 ("Motion").

7 This Motion is made and based upon all of the papers and pleadings on file herein, the
8 attached Memorandum of Points and Authorities, together with any oral argument offered at the
9 time of any hearing on this matter.

10 DATED this 20th day of September, 2016.

11
12 THE LAW OFFICES OF BRIAN C. PADGETT

13
14 _____/s/ Amy L. Sugden

15 BRIAN C. PADGETT

16 Nevada Bar No. 7474

17 AMY L. SUGDEN

18 Nevada Bar No. 9983

19 JEREMY B. DUKE

20 Nevada Bar No. 13110

21 611 South Sixth St.

22 Las Vegas, NV 89101

23
24 *Attorneys for Defendants HQ Metro, LLC*

25 *Project Alta, LLC, Project Alta II, LLC,*

26 *Project Alta III, LLC, Project Alta*

27 *Liquidating Trust U/A/D 12/31/09,*

28 *Wells Fargo Bank, N.A., as trustee*

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LAW OFFICES OF BRIAN C. PADGETT
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LAS VEGAS, NEVADA 89101
PHONE (702) 304-0123
FACSIMILE (702) 368-0123

NOTICE OF MOTION

Please take notice that the undersigned, LAW OFFICES OF BRIAN C. PADGETT, will bring Defendant HQ Metro, LLC's Motion for Apportionment of Funds Pursuant to NRS 37.115 and February 25, 2016 Court Order in the above entitled court on the 25 day of October, 2016, at the hour of 9:00 a.m./p.

DATED this 20th day of September, 2016.

LAW OFFICES OF BRIAN C. PADGETT

/s/ Amy L. Sugden

Brian C. Padgett
Nevada Bar No. 7474
Amy L. Sugden
Nevada Bar No. 9983
Jeremy B. Duke
Nevada Bar No. 13110

*Attorneys for Defendants HQ Metro, LLC
Project Alta, LLC, Project Alta II, LLC,
Project Alta III, LLC, Project Alta
Liquidating Trust U/A/D 12/31/09,
Wells Fargo Bank, N.A., as trustee*

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 FACTUAL BACKGROUND

4 Plaintiff Nevada Power Company d/b/a NV Energy (“NV Energy”) commenced this action
5 to condemn certain easement interests on the property generally located at 400 South Martin L.
6 King Boulevard, Las Vegas, Nevada 89106, and recognized by the Clark County Recorder’s
7 Office as APN 139-33-202-009 (the “Property”). See Plaintiff’s Verified Complaint in Eminent
8 Domain on file herein. Those easement interests that NV Energy sought to acquire included a
9 permanent easement on the Property (the “PE Acquisition Area”) and a temporary construction
10 easement on the Property (the “TCE Acquisition Area”) (collectively, the “Acquisition Area”). Id.

11
12 Throughout the course of litigation, motion practice ensued whereby various defendants
13 moved this Court to award them specific and exclusive respective rights to the compensation to be
14 paid for the TCE Acquisition Area and the PE Acquisition Area. On or about February 25, 2016,
15 this Court entered its Order finding that the Las Vegas Metropolitan Police Department
16 (“LVMPD”) is entitled to the just compensation for the TCE Acquisition Area and that HQ Metro
17 is entitled to the just compensation for the PE Acquisition Area. See February 25, 2016, Order
18 attached hereto as Exhibit “1”.
19

20 Thereafter, the parties entered into a Stipulated Judgment and Order that was subsequently
21 executed by this Court on September 8, 2016, and is attached hereto as Exhibit “2”. The Stipulated
22 Judgment and Order contained a Judgment and Final Order of Condemnation (“Final Judgment”)
23 that was executed by the Court on or about September 15, 2016, and is attached hereto as Exhibit
24 “3”. The Final Judgment set forth the parties’ agreement for NV Energy to deposit a total sum of
25 \$850,000.00 (“Total Payment”) for the acquisition of the Acquisition Area and resolution of all
26 claims and defenses by and between the parties related to NV Energy’s acquisition of the
27
28

1 Acquisition Area, except for those by and between the County of Clark (“Clark County” or
2 “County”) and HQ Metro with regard to the just compensation for the PE Acquisition Area. See
3 Exhibit “3”.

4 The Final Judgment also set forth the resolution of the LVMPD’s claims in this action upon
5 receipt of Seventy-Five Thousand Dollars (\$75,000.00) from the Total Payment due as just
6 compensation for the TCE Acquisition Area (“LVMPD Distribution”). Id. LVMPD specifically
7 thereafter waived any right to any part of the Total Payment aside from the LVMPD Distribution,
8 therefore, leaving this Court to apportion the remaining \$775,000.00 of the Total Payment to HQ
9 Metro pursuant to NRS 37.115 and the Court’s February 5, 2016 Order for the PE Acquisition
10 Area. HQ Metro now moves this Court for an order directing the remaining funds from the Total
11 Payment to be made payable to HQ Metro consistent with this Court’s prior ruling.

12
13
14 **II.**

15 **POINTS AND AUTHORITIES**

16 Pursuant to NRS 37.115, in any eminent domain proceeding, the plaintiff is entitled to first
17 have the amount of the award determined for the property being acquired and then have the
18 respective rights between the defendants determined and the amount of the award apportioned by
19 order accordingly.

20 As set forth above, the only defendants that claim any rights to the remaining \$775,000.00
21 at issue for the PE Acquisition Area are HQ Metro and Clark County. See Exhibits “2”-“3”.
22 However, as this Court has already addressed and adjudicated the issue as to whom is entitled to
23 these remaining proceeds, HQ Metro respectfully requests that the Court issue its apportionment
24 award consistent with its prior rulings pursuant to its February 25, 2016, Order and direct the
25 remaining \$775,000.00, along with any interest that accrued while on deposit with the Clerk, to be
26 made immediately payable to HQ Metro.
27
28

LAW OFFICES OF BRIAN C. PADGETT
611 SOUTH 6TH STREET
LAS VEGAS, NEVADA 89101
PHONE (702) 304-0123
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It is requested that the Clerk of Court issue the check made payable to the Law Offices of Brian C. Padgett not later than five (5) days from issuance of this Court's Order granting the same.

DATED this 20th day of September, 2016.

LAW OFFICES OF BRIAN C. PADGETT

/s/ Amy L. Sugden

Brian C. Padgett
Nevada Bar No. 7474
Amy L. Sugden
Nevada Bar No. 9983
Jeremy B. Duke
Nevada Bar No. 13110

*Attorneys for Defendants HQ Metro, LLC
Project Alta, LLC, Project Alta II, LLC,
Project Alta III, LLC, Project Alta
Liquidating Trust U/A/D 12/31/09*

LAW OFFICES OF BRIAN C. PADGETT
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LAS VEGAS, NEVADA 89101
PHONE (702) 304-0123
FACSIMILE (702) 368-0123

CERTIFICATE OF SERVICE

I certify that I am an employee of the Law Offices of Brian C. Padgett, and that I served the foregoing document(s): **DEFENDANT LANDOWNER HQ METRO, LLC'S MOTION FOR APPORTIONMENT OF FUNDS PURSUANT TO NRS 37.115 AND FEBRUARY 25, 2016 COURT ORDER** on the parties set forth below by:

- Placing an original or true copy thereof in a sealed envelope placed for collection and mailing the United States mail, at Las Vegas, Nevada, postage prepaid, following ordinary business practices.
- Personal delivery
- Facsimile and/or e-mail
- Federal Express or other overnight delivery
- Odyssey E-File and Serve System

TO: KIRBY C. GRUCHOW, JR., ESQ.
8945 West Russell Road, Suite 330
Las Vegas, Nevada 89148
Attorneys for Plaintiff
Nevada Power Company d/b/a NV Energy

MICHAEL D. RAWLINS, ESQ.
10785 West Twain Avenue, Suite 200
Las Vegas, Nevada 89135
Attorneys for Defendant LVMPD

PHILIP R. BYRNES, ESQ.
495 South Main Street, Sixth Floor
Las Vegas, Nevada 89101
Attorney for Defendant City of Las Vegas

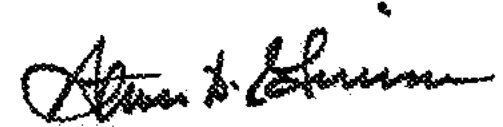
LESLIE A. NIELSEN, ESQ.
500 South Grand Central Parkway
Las Vegas, Nevada 89155
Attorney for Defendant Clark County

Executed this 20th day of September, 2016.

/s/ Ruth Ramos-Ayala
Law Offices of Brian C. Padgett

EXHIBIT "1"

EXHIBIT "1"


CLERK OF THE COURT

ORDER
Judge Ronald J. Israel
Eighth Judicial District Court
Department XXVIII
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155
(702)671-3631

DISTRICT COURT
CLARK COUNTY, NEVADA.

NEVADA POWER COMPANY, a Nevada,
Corporation, d/b/a NV ENERGY,

Plaintiff,

vs.

HQ METRO, LLC, an Arizona limited liability
company; LAS VEGAS METROPOLITAN
POLICE DEPARTMENT, a metropolitan
police department; et al.,

Defendants.

Case No. A-13-681632-C
Dept. No. XXVIII

Hearing Date: 02/16/2016
Hearing Time: 9:00 a.m.

ORDER

Both Plaintiff and Defendants filed competing motions for summary judgment. Based upon the following undisputed facts there are three separate issues of law that can be decided at this time. The Court can decide which party is entitled to damages from the permanent easement, which party is entitled to damages from the temporary construction easement, and the time period for determining damages under the temporary construction easement.

FACTS

The Las Vegas Metropolitan Police Department (LVMPD) entered into a long-term lease agreement with HQ Metro, LLC, to lease the entirety of the property, herein after referred to as "the Property." LVMPD was the sole tenant of the Property including all structures, land, and parking lots on the Property.

2/25/16

1 In October of 2013, Nevada Power filed a verified Complaint in Eminent Domain seeking
2 both temporary and permanent easements on the property owned by HQ Metro, LLC.

3 On May 5, 2013, Plaintiff filed a Motion for Immediate Occupancy.

4 On October 15, 2013, parties filed a Stipulation and Order for Immediate Occupancy.
5 Exhibit 2 to the Stipulation discusses both the temporary construction easement along with the
6 temporary construction easement area. Pursuant to the temporary construction easement,
7 construction vehicles must be allowed on the property during the duration of the temporary
8 construction easement.

9 Based on the foregoing facts, the court considers:

10 The first issue: who is entitled to damages under the permanent construction easement. The
11 Court FINDS that HQ Metro, LLC, is entitled to damages because HQ Metro, LLC, was the owner
12 of the subject property at the time of the initiation of the permanent construction easement in
13 October 2013; not Clark County who purchased the property in 2015.

14 The second issue: who is entitled to damages under the temporary construction easement.
15 The Court FINDS that LVMPD is entitled to the damages. NRS 37.020 refers to a fee simple or
16 lesser estate in real property. Clearly, the legislature realized that lesser estates, such as a tenant,
17 could be affected by the taking. The fee simple owner was not effected in any way by the temporary
18 taking but the tenant clearly was. Balancing the harms clearly are one-sided in LVMPD's favor.

19 The third issue: when does the time period for determining damages under the temporary
20 construction easement begin and end. The Court FINDS that the time period for damages under the
21 temporary construction easement is the full period of the easement, not the 89 days of actual
22 construction. The temporary construction easement began on October 15, 2013, as Nevada Power
23 had the right to immediate possession for construction purposes.

24 Questions of fact remain as to the damages themselves; specifically what damages were
25 suffered under the temporary construction easement, when was LVMPD placed on notice that
26 construction would begin, and when was Nevada Power on the property.

27 Further, questions of fact remain as to how the preparation affected the temporary
28 construction easement damages.

1 Clearly, the parties allowed for activities to take place on the premises in preparation for the
2 construction in the temporary easement area. Although the majority of the disturbance to the tenant
3 was due to the temporary construction itself, there was certainly some disturbance also caused by the
4 preparation. Just as the appraiser apportioned the use of the property due to the temporary
5 construction area, there clearly were other uses of the property by the Plaintiff that need to be
6 quantified.

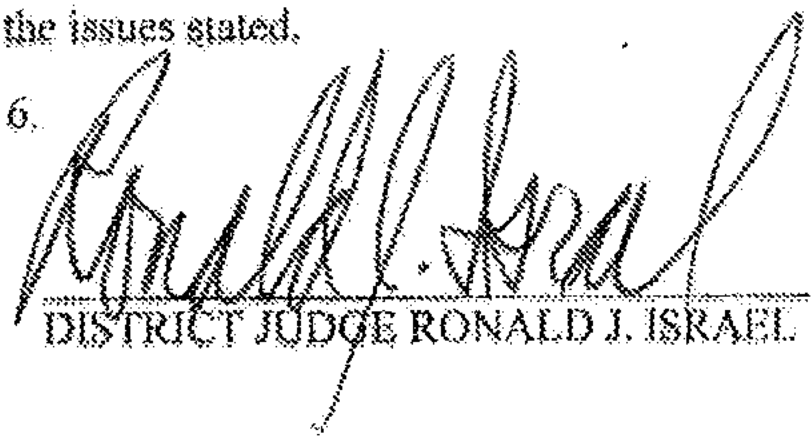
7 NRS 37.110 relates to the ascertainment and assessment of damages, stating

8 Separately, how much the portion not sought to be condemned, and
9 each estate or interest therein, will be benefited, if at all, by the
10 construction of the improvement proposed by the plaintiff; and if
11 the benefit shall be equal to the damages assessed, under
12 subsection 2 of this section, the owner of the parcel shall be
13 allowed no compensation except the value of the portion taken; but
14 if the benefit shall be less than the damages so assessed, the former
15 shall be deducted from the latter, and the remainder shall be the
16 only damages allowed in addition to the value of the portion taken.

17 Clearly, the statute refers to any interests therein. The Legislature realized that lesser estates
18 could be affected by the taking and may be entitled to damages from the taking, but the damage is a
19 question of fact still to be decided.

20 Partial summary judgment is granted as to the issues stated.

21 DATED this 25 day of February, 2016.

22 
23 _____
24 DISTRICT JUDGE RONALD J. ISRAEL
25
26
27
28

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CERTIFICATE OF SERVICE

I hereby certify that on the 25 day of February, 2016, I electronically served a true and correct copy of the foregoing ORDER as follows:

City of Las Vegas-City Attorney's Office		
Name	Email	Select
Betsy Comella	bcomella@lasvegasnevada.gov	<input checked="" type="checkbox"/> <input type="checkbox"/>
Cindy Kelly	ckelly@lasvegasnevada.gov	<input checked="" type="checkbox"/> <input type="checkbox"/>
Kelli Hansen	khansen@lasvegasnevada.gov	<input checked="" type="checkbox"/> <input type="checkbox"/>
Philip R. Byrnes, Esq.	pbyrnes@lasvegasnevada.gov	<input checked="" type="checkbox"/> <input type="checkbox"/>

Clark County District Attorney		
Name	Email	Select
Laura Rehfeldt	laura.rehfeldt@ccda.nv.com	<input checked="" type="checkbox"/> <input type="checkbox"/>
Leslie A. Nielsen	leslie.nielsen@clarkcountynvda.com	<input checked="" type="checkbox"/> <input type="checkbox"/>

Clark County District Attorney - Civil Division		
Name	Email	Select
Christine Wirt	Christine.Wirt@clarkcountynvda.com	<input checked="" type="checkbox"/> <input type="checkbox"/>

Clark County District Attorney's Office, Civil Division		
Name	Email	Select
Leslie A. Nielsen, Deputy District Attorney	Leslie.Nielsen@clarkcountynvda.com	<input checked="" type="checkbox"/> <input type="checkbox"/>

Durham Jones & Pinegar		
Name	Email	Select
Cindy Simmons	cjsimmons@djplaw.com	<input checked="" type="checkbox"/> <input type="checkbox"/>
Michael D. Rawlins	mrawlins@djplaw.com	<input checked="" type="checkbox"/> <input type="checkbox"/>

Durham Jones Pinegar		
Name	Email	Select
Michael Rawlins	mrawlins@djplaw.com	<input checked="" type="checkbox"/> <input type="checkbox"/>

Law Offices of Brian C. Padgett		
Name	Email	Select
Amy Sugden	amy@briancpadgett.com	<input checked="" type="checkbox"/> <input type="checkbox"/>
Jeremy Duke	jeremy@briancpadgett.com	<input checked="" type="checkbox"/> <input type="checkbox"/>
Ruth Ramos-Ayala	Ruth@briancpadgett.com	<input checked="" type="checkbox"/> <input type="checkbox"/>

Leach Johnson		
Name	Email	Select
Heather Kelley	hkelley@leachjohnson.com	<input checked="" type="checkbox"/> <input type="checkbox"/>
Kirby Gruchow	kgruchow@leachjohnson.com	<input checked="" type="checkbox"/> <input type="checkbox"/>
Michael W. McKelleb	mwmckelleb@leachjohnson.com	<input checked="" type="checkbox"/> <input type="checkbox"/>

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Leach Johnson Song & Gruchow			
Name	Email	<input type="checkbox"/>	Select
Heather L. Kelley	hkelley@leachjohnson.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kirby C. Gruchow, Jr., Esq.	kgruchow@leachjohnson.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>

McDonald Carano Wilson LLP			
Name	Email	<input type="checkbox"/>	Select
Matthew C. Addison	maddison@mcdonalcarano.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Nancy Hoy	nhoy@mcdonalcarano.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Law Office of Brian C Padgett			
Name	Email	<input type="checkbox"/>	Select
Brian C Padgett	brian@briancpadgett.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>

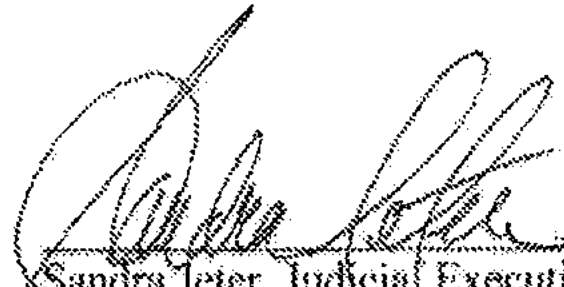
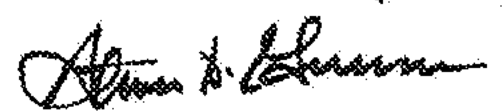

Sandra Jeter, Judicial Executive Assistant
A-13-681632-C
Order

EXHIBIT "2"

EXHIBIT "2"

 ORIGINAL

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CLERK OF THE COURT

1 JUDGE
2 LEACH JOHNSON SONG & GRUCHOW
3 KIRBY C. GRUCHOW, JR., ESQ.
4 Nevada Bar No. 6663
5 E-mail: kgruchow@leachjohnson.com
6 8945 West Russell Road, Suite 330
7 Las Vegas, Nevada 89148
8 Telephone: (702) 538-9074
9 Facsimile: (702) 538-9113

10 Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

11 NEVADA POWER COMPANY, a Nevada
12 corporation, d/b/a NV ENERGY,

13 Plaintiff,

Case No.: A-13-681632-C

14 vs.

Dept. No.: XXVIII

15 HQ METRO, LLC, an Arizona limited liability
16 company; LAS VEGAS METROPOLITAN
17 POLICE DEPARTMENT, a metropolitan
18 police department; PROJECT ALTA, LLC, a
19 Nevada limited liability company; PROJECT
20 ALTA II, LLC, a Nevada limited liability
21 company; PROJECT ALTA III, LLC, a
22 Nevada limited liability company; PROJECT
23 ALTA LIQUIDATING TRUST U/A/D
24 12/31/09, by and through MARK L. FINE &
25 ASSOCIATES, a Nevada corporation,
26 individually and as Trustee; WELLS FARGO
27 BANK, NATIONAL ASSOCIATION, a
28 Delaware corporation; NEVADA TITLE
COMPANY, a Nevada corporation;
CENTRAL TELEPHONE COMPANY, a
Delaware corporation; COX
COMMUNICATIONS LAS VEGAS, INC., a
Delaware corporation; LAS VEGAS VALLEY
WATER DISTRICT, a quasi-municipal
corporation; CITY OF LAS VEGAS, a
municipal corporation; CLARK COUNTY, a
political subdivision of the State of Nevada; all
other persons unknown claiming any right,
title, estate, lien or interest in the real property
described in the Complaint; DOES I through
X; and ROE CORPORATIONS XI through
XX, inclusive,

Defendants.

STIPULATED JUDGMENT AND
ORDER

<input type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Dismissal with Prejudice
<input type="checkbox"/> Involuntary Dismissal	<input checked="" type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Dismissal for Lack of Due Diligence	<input type="checkbox"/> Settlement Agreement
<input type="checkbox"/> Resignation of Plaintiff	<input type="checkbox"/> Payment of Award

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9/20/16 (25)

STIPULATED JUDGMENT AND ORDER

1
2 It is hereby STIPULATED and AGREED by Plaintiff NEVADA POWER COMPANY,
3 d/b/a NV ENERGY ("NV Energy"), by and through its undersigned counsel, of the law firm
4 LEACH JOHNSON SONG & GRUCHOW, Defendants HQ METRO, LLC, PROJECT ALTA,
5 LLC, PROJECT ALTA II, LLC, PROJECT ALTA III, LLC, and PROJECT ALTA
6 LIQUIDATING TRUST U/A/D 12/31/09, by and through MARK L. FINE & ASSOCIATES
7 (collectively, "Prior Owners"), by and through their undersigned counsel, of the LAW
8 OFFICES OF BRIAN C. PADGETT, Defendant LAS VEGAS METROPOLITAN POLICE
9 DEPARTMENT ("LVMPD"), by and through its undersigned counsel, of the law firm
10 DURHAM JONES & PINEGAR, PC, Defendant CITY OF LAS VEGAS ("CLV"), by and
11 through its undersigned counsel, PHILIP R. BYRNES, ESQ., and Defendant CLARK
12 COUNTY, by and through its undersigned counsel, LESLIE A. NIELSEN, ESQ. (individually, a
13 "Party" and collectively, the "Parties") as follows:

14 1. The Judgment and Final Order of Condemnation (the "Final Judgment") that is
15 attached hereto as Exhibit "A", shall be executed and entered by the Court. Also provided
16 contemporaneously herewith is the original Final Judgment along with the appropriate copies for
17 this Court's review, approval and execution;

18 2. An Order Re-Setting Civil Jury Trial for October 10, 2016, was entered by the
19 Court on February 23, 2016. The Parties hereby stipulate and agree that the October 10, 2016,
20 jury trial date and any and all dates and/or deadlines associated with the October 10, 2016, jury
21 trial date are hereby vacated;

22 3. On or about May 10, 2013, NV Energy filed its Verified Complaint in Eminent
23 Domain, seeking to condemn a portion of the property generally located at 400 South Martin L.
24 King Boulevard, Las Vegas, Nevada 89106, and recognized by the Clark County Recorder's
25 Office as APN 139-33-202-009 (the "Property"). On or about January 15, 2016, NV Energy
26 filed its First Amended Verified Complaint in Eminent Domain;

27 ...
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1 4. On or October 17, 2013, in connection with NV Energy's right to immediate
2 occupancy, NV Energy deposited the amount of Two Hundred Eighty-One Thousand and
3 No/100 Dollars (\$281,000.00) (the "Deposit") with the Clerk of Court for the Eighth Judicial
4 District Court, Clark County, Nevada (the "Clerk") – Receipt No. 2013-126698-CCCLK –
5 which funds remain on deposit with the Clerk;

6 5. As soon as practicable, but not later than thirty (30) days after entry of this
7 Stipulated Judgment and Order, NV Energy shall deposit with the Clerk a check in the amount of
8 Five Hundred Sixty-Nine Thousand and No/100 Dollars (\$569,000.00) (the "Additional
9 Payment"). The Deposit and Additional Payment collectively total Eight Hundred Fifty
10 Thousand and No/100 Dollars (\$850,000.00) (the "Total Payment");

11 6. Any jury fees or amounts other than the Total Payment paid to the Clerk by NV
12 Energy, shall be released to NV Energy pursuant to a check made payable to "NV ENERGY";

13 7. As soon as practicable after the Additional Payment is deposited with the Clerk,
14 the Clerk shall pay Seventy-Five Thousand and No/100 Dollars (\$75,000.00) ("LVMPD
15 Distribution") to LVMPD from the Total Payment on deposit with the Clerk, which amount
16 represents the total amount the parties have agreed is due as just compensation for the
17 Temporary Construction Easement at issue in the Lawsuit. LVMPD waives any right to any part
18 of the Total Payment aside from the LVMPD Distribution, and agrees that the balance of the
19 Total Payment represents compensation for the remaining issues and/or claims at issue in the
20 Lawsuit, including the Permanent Easement at issue in the Lawsuit, to which only Prior Owners
21 and/or Clark County shall have a claim;

22 8. Pursuant to NRS 37.115, the Prior Owners and Clark County shall ask the Court
23 to determine and make the remaining apportionment award (for the Total Payment less the
24 LVMPD Distribution) ("Remaining Apportionment Award") between Prior Owners and Clark
25 County. Alternatively, Prior Owners and Clark County, without the involvement of NV Energy
26 or LVMPD, may enter into a mutual agreement regarding the Remaining Apportionment Award.
27 In this event, Prior Owners and Clark County shall provide the Court and the Clerk with the
28 appropriate documentation reflecting the Remaining Apportionment Award. Any interest that

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1 may have accrued on the Deposit and/or the Additional Payment while on deposit with the Clerk,
2 shall be included in the Remaining Apportionment Award;

3 9. Nothing contained in this Stipulated Judgment shall affect any rights between the
4 Prior Owners and/or Clark County regarding their respective rights and/or interest to
5 disbursement of the Remaining Apportionment Award, including pursuant to NRS 37.115;

6 10. This Stipulated Judgment is filed as a result of a settlement and compromise of all
7 claims and defenses that are or that could be made between NV Energy and the Parties in this
8 lawsuit and, except for those claims remaining between Prior Owners and Clark County as set
9 forth above, this Stipulated Judgment resolves those other claims and defenses between NV
10 Energy, on the one hand, and Prior Owners, LVMPD and Clark County on the other, relating in
11 any way to this lawsuit, including NV Energy's acquisition of its easement interests identified in
12 NV Energy's First Amended Verified Complaint in Eminent Domain in a portion of APN 139-
13 33-202-009 (the "Easements"), the compensation owed for the Easements, any inverse
14 condemnation claims, any claims for interest, costs or attorney fees, and any claims for damages,
15 including any severance damages; and

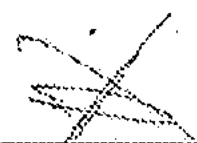
16 11. This Stipulated Judgment, and NV Energy's Deposit, Additional Payment and/or
17 payment of any funds in this matter shall not be construed as the Parties' opinion of value and is
18 not an admission by any Party as to the fair market value of the Easements or any other matter.

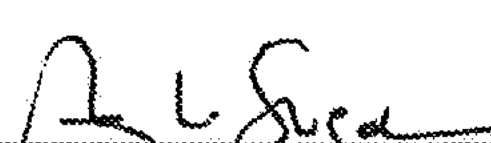
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1 12. There will be no prejudice caused to any Party and pursuant to NRCF Rule 54(b),
2 there is no just reason for delay and the judgment should be certified as final, thereby terminating
3 the action as to all parties except for Clark County and Prior Owners as provided above.

4 DATED this 22nd day of August, 2016. DATED this 22nd day of August, 2016.
5 LEACH JOHNSON SONG & GRUCHOW LAW OFFICES OF BRIAN C. PADGETT

6
7 By: 
8 KIRBY C. GRUCHOW, JR., ESQ.
9 Nevada Bar No. 6663
10 8945 West Russell Road, Suite 330
11 Las Vegas, Nevada 89148
12 Phone: (702) 538-9074
13 Attorneys for Plaintiff Nevada Power
14 Company d/b/a NV Energy

7 By: 
8 BRIAN C. PADGETT, ESQ.
9 Nevada Bar No. 7474
10 AMY L. SUGDEN, ESQ.
11 Nevada Bar No. 9983
12 611 South Sixth Street
13 Las Vegas, Nevada 89101
14 Phone: (702) 304-0123
15 Attorneys for Defendants HQ Metro,
16 LLC, Project Alta, LLC, Project Alta
17 II, LLC, Project Alta III, LLC, Project
18 Alta Liquidating Trust U/A/D
19 12/31/09, and Mark L. Fine &
20 Associates

14 DATED this _____ day of _____, 2016. DATED this _____ day of _____, 2016.
15 DURHAM JONES & PINEGAR, PC BRADFORD R. JERBIC, City Attorney

17 By: _____
18 MICHAEL D. RAWLINS, ESQ.
19 Nevada Bar No. 5467
20 BRADLEY S. SLIGHTING, ESQ.
21 Nevada Bar No. 10225
22 10785 West Twain Avenue, Suite 200
23 Las Vegas, Nevada 89135
24 Phone: (702) 870-6060
25 Attorneys for Defendant Las Vegas
26 Metropolitan Police Department


17 By: _____
18 PHILIP R. BYRNES, ESQ.
19 Nevada Bar No. 466
20 495 South Main Street, Sixth Floor
21 Las Vegas, Nevada 89101
22 Phone: (702) 229-6629
23 Attorney for Defendant City of Las
24 Vegas

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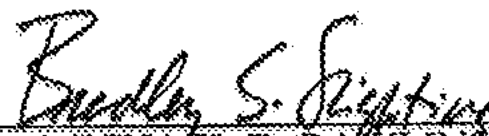
1 12. There will be no prejudice caused to any Party and pursuant to NRCP Rule 54(b),
2 there is no just reason for delay and the judgment should be certified as final, thereby terminating
3 the action as to all parties except for Clark County and Prior Owners as provided above.

4 DATED this 22nd day of August, 2016. DATED this _____ day of _____, 2016.
5 LEACH JOHNSON SONG & GRUCHOW LAW OFFICES OF BRIAN C. PADGETT

6
7 By: 
8 KIRBY C. GRUCHOW, JR., ESQ.
9 Nevada Bar No. 6663
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11 Las Vegas, Nevada 89148
12 Phone: (702) 538-9074
13 Attorneys for Plaintiff Nevada Power
14 Company d/b/a NV Energy

By: _____
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Attorneys for Defendants HQ Metro,
LLC, Project Alta, LLC, Project Alta
II, LLC, Project Alta III, LLC, Project
Alta Liquidating Trust U/A/D
12/31/09, and Mark L. Fine &
Associates

14 DATED this 22nd day of August, 2016. DATED this _____ day of _____, 2016.
15 DURHAM JONES & PINEGAR, PC BRADFORD R. JERBIC, City Attorney

16
17 By: 
18 MICHAEL D. RAWLINS, ESQ.
19 Nevada Bar No. 5467
20 BRADLEY S. SLIGHTING, ESQ.
21 Nevada Bar No. 10225
22 10785 West Twain Avenue, Suite 200
23 Las Vegas, Nevada 89135
24 Phone: (702) 870-6060
25 Attorneys for Defendant Las Vegas
26 Metropolitan Police Department


By: _____
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Phone: (702) 229-6629
Attorney for Defendant City of Las
Vegas

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1 12. There will be no prejudice caused to any Party and pursuant to NRCP Rule 54(b),
2 there is no just reason for delay and the judgment should be certified as final, thereby terminating
3 the action as to all parties except for Clark County and Prior Owners as provided above.


4 DATED this 22nd day of August, 2016. DATED this _____ day of _____, 2016.
5 LEACH JOHNSON SONG & GRUCHOW LAW OFFICES OF BRIAN C. PADGETT

6
7 By: 
8 KIRBY C. GRUCHOW, JR., ESQ.
9 Nevada Bar No. 6663
10 8945 West Russell Road, Suite 330
11 Las Vegas, Nevada 89148
12 Phone: (702) 538-9074
13 Attorneys for Plaintiff Nevada Power
14 Company d/b/a NV Energy

7 By: _____
8 BRIAN C. PADGETT, ESQ.
9 Nevada Bar No. 7474
10 AMY L. SUGDEN, ESQ.
11 Nevada Bar No. 9983
12 611 South Sixth Street
13 Las Vegas, Nevada 89101
14 Phone: (702) 304-0123
15 Attorneys for Defendants HQ Metro,
16 LLC, Project Alta, LLC, Project Alta
17 II, LLC, Project Alta III, LLC, Project
18 Alta Liquidating Trust U/A/D
19 12/31/09, and Mark L. Fine &
20 Associates

14 DATED this 22nd day of August, 2016.
15 DURHAM JONES & PINEGAR, PC

16
17 By: 
18 MICHAEL D. RAWLINS, ESQ.
19 Nevada Bar No. 5467
20 BRADLEY S. SLIGHTING, ESQ.
21 Nevada Bar No. 10225
22 10785 West Twain Avenue, Suite 200
23 Las Vegas, Nevada 89135
24 Phone: (702) 870-6060
25 Attorneys for Defendant Las Vegas
26 Metropolitan Police Department

14 DATED this 30th day of August, 2016.
15 BRADFORD R. JERBIC, City Attorney
16
17 By: 
18 PHILIP R. BYRNES, ESQ.
19 Nevada Bar No. 166
20 495 South Main Street, Sixth Floor
21 Las Vegas, Nevada 89101
22 Phone: (702) 229-6629
23 Attorney for Defendant City of Las
24 Vegas

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1 DATED this 19th day of August, 2016.
2 OFFICE OF THE DISTRICT ATTORNEY -
3 CIVIL DIVISION
4 By: Leslie A. Nielsen
5 LESLIE A. NIELSEN, ESQ.
6 Nevada Bar No. 2764
7 LAURA C. REHFELDT, ESQ.
8 Nevada Bar No. 5101
9 500 South Grand Central Parkway
10 P.O. Box 352215
11 Las Vegas, Nevada 89155
12 Phone: (702) 455-4761
13 Attorney for Defendant Clark County

ORDER

11 IT IS HEREBY ORDERED that the Stipulated Judgment and Order in connection with
12 the matter entitled Nevada Power Company d/b/a NV Energy vs. HQ Metro, LLC, et al., Case
13 No. A-13-681632-C, is APPROVED and GRANTED.

14 IT IS SO ORDERED this 8th day of September, 2016.

Ronald D. Smith
DISTRICT COURT JUDGE

18 Prepared and respectfully submitted by:
19 LEACH JOHNSON SONG & GRUCHOW

LAW OFFICES OF BRIAN C. PADGETT

20
21 By: Kirby C. Gruchow, Jr.
22 KIRBY C. GRUCHOW, JR., ESQ.
23 Nevada Bar No. 6663
24 8945 West Russell Road, Suite 330
25 Las Vegas, Nevada 89148
26 Phone: (702) 538-9074
27 Attorneys for Plaintiff Nevada Power
28 Company d/b/a NV Energy

By: Brian C. Padgett
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Nevada Bar No. 9983
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LLC, Project Alta, LLC, Project Alta
II, LLC, Project Alta III, LLC, Project
Alta Liquidating Trust U/A/D 12/31/09,
and Mark L. Fine & Associates

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DURHAM JONES & PINEGAR, PC

BRADFORD R. JERBIC, City Attorney

By: Bradley S. Slighting
MICHAEL D. RAWLINS, ESQ.
Nevada Bar No. 5467
BRADLEY S. SLIGHTING, ESQ.
Nevada Bar No. 10225
10785 West Twain Avenue, Suite 200
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Phone: (702) 870-6060
Attorneys for Defendant Las Vegas
Metropolitan Police Department

By: _____
PHILIP R. BYRNES, ESQ.
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495 South Main Street, Sixth Floor
Las Vegas, Nevada 89101
Phone: (702) 229-6629
Attorney for Defendant City of Las
Vegas

OFFICE OF THE DISTRICT ATTORNEY -
CIVIL DIVISION

By: _____
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LAURA C. REHFELDT, ESQ.
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Phone: (702) 455-4761
Attorney for Defendant Clark County

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DURHAM JONES & PINEGAR, PC

By: MICHAEL D. RAWLINS, ESQ.
Nevada Bar No. 5467
BRADLEY S. SLIGHTING, ESQ.
Nevada Bar No. 10225
10785 West Twain Avenue, Suite 200
Las Vegas, Nevada 89135
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Attorneys for Defendant Las Vegas
Metropolitan Police Department

BRADFORD R. JERBIC, City Attorney

By: Philip R. Byrnes, ESQ.
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Las Vegas, Nevada 89101
Phone: (702) 229-6629
Attorney for Defendant City of Las
Vegas

OFFICE OF THE DISTRICT ATTORNEY -
CIVIL DIVISION

By: Leslie A. Nielsen
LESLIE A. NIELSEN, ESQ.
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LAURA C. REHFELDT, ESQ.
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500 South Grand Central Parkway
P.O. Box 552215
Las Vegas, Nevada 89155
Phone: (702) 455-4761
Attorney for Defendant Clark County

EXHIBIT "A"

EXHIBIT "A"

1 JDCD
LEACH JOHNSON SONG & GRUCHOW
2 KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
3 E-mail: kgruchow@leachjohnson.com
8945 West Russell Road, Suite 330
4 Las Vegas, Nevada 89148
Telephone: (702) 538-9074
5 Facsimile: (702) 538-9113

6 Attorneys for Plaintiff

7 DISTRICT COURT
8 CLARK COUNTY, NEVADA

9 NEVADA POWER COMPANY, a Nevada
corporation, d/b/a NV ENERGY,

10 Plaintiff,

Case No.: A-13-681632-C

11 vs.

Dept. No.: XXVIII

12 HQ METRO, LLC, an Arizona limited liability
13 company; LAS VEGAS METROPOLITAN
POLICE DEPARTMENT, a metropolitan
14 police department; PROJECT ALTA, LLC, a
Nevada limited liability company; PROJECT
15 ALTA II, LLC, a Nevada limited liability
company; PROJECT ALTA III, LLC, a
16 Nevada limited liability company; PROJECT
ALTA LIQUIDATING TRUST U/A/D
17 12/31/09, by and through MARK L. FINE &
ASSOCIATES, a Nevada corporation,
18 individually and as Trustee; WELLS FARGO
BANK, NATIONAL ASSOCIATION, a
19 Delaware corporation; NEVADA TITLE
COMPANY, a Nevada corporation;
20 CENTRAL TELEPHONE COMPANY, a
Delaware corporation; COX
21 COMMUNICATIONS LAS VEGAS, INC., a
Delaware corporation; LAS VEGAS VALLEY
22 WATER DISTRICT, a quasi-municipal
corporation; CITY OF LAS VEGAS, a
23 municipal corporation; CLARK COUNTY, a
political subdivision of the State of Nevada; all
24 other persons unknown claiming any right,
title, estate, lien or interest in the real property
25 described in the Complaint; DOES I through
X; and ROE CORPORATIONS XI through
26 XX, inclusive,

27 Defendants.

JUDGMENT AND FINAL ORDER OF
CONDEMNATION

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28

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1 JUDGMENT AND FINAL ORDER OF CONDEMNATION

2 The above-entitled matter having come before the Court for entry of Judgment and Final
3 Order of Condemnation pursuant to the Stipulated Judgment and Order executed by Plaintiff
4 NEVADA POWER COMPANY, d/b/a NV ENERGY ("NV Energy"), Defendants HQ
5 METRO, LLC, PROJECT ALTA, LLC, PROJECT ALTA II, LLC, PROJECT ALTA III, LLC,
6 PROJECT ALTA LIQUIDATING TRUST U/A/D 12/31/09, by and through MARK L. FINE &
7 ASSOCIATES (collectively, "Prior Owners"), Defendant LAS VEGAS METROPOLITAN
8 POLICE DEPARTMENT ("LVMPD"), Defendant CITY OF LAS VEGAS ("CLV"), and
9 Defendant CLARK COUNTY, the Court having considered the Stipulated Judgment and Order
10 and all papers, pleadings and documents on file herein, the Court finding that Disclaimers of
11 Interest having been filed with the Court as follows: (i) Disclaimer of Interest of Defendant Cox
12 Communications Las Vegas, Inc. filed on June 13, 2013; (ii) Disclaimer of Interest of Defendant
13 Nevada Title Company filed on June 13, 2013; (iii) Disclaimer of Interest of Defendant Las
14 Vegas Valley Water District filed on July 3, 2013; (iv) Disclaimer of Interest of Defendant Central
15 Telephone Company filed on December 1, 2014; and (v) Disclaimer of Interest of Defendant
16 Wells Fargo Bank, National Association filed on June 23, 2016, and the Court being fully
17 advised, it is hereby ORDERED, ADJUDGED and DECREED as follows:

18 1. On or about May 10, 2013, NV Energy filed its Verified Complaint in Eminent
19 Domain ("Complaint") to acquire certain easement interests necessary for the public purpose of
20 permitting, construction, operation and maintenance of 230kV/138kV/69kV transmission lines,
21 and associated facilities, generally located in the area of Interstate 15 and Charleston Boulevard,
22 in the County of Clark, State of Nevada (the "Project"). On or about January 15, 2016, NV
23 Energy filed its First Amended Verified Complaint in Eminent Domain ("First Amended
24 Complaint").

25 2. Through this action, NV Energy sought to acquire certain easement interests on a
26 portion of the property generally located at 400 South Martin L. King Boulevard, Las Vegas,
27 Nevada 89106, and recognized by the Clark County Recorder's Office as APN 139-33-202-009
28 (the "Property") at the time the Complaint was filed. Through this action, NV Energy is

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1 acquiring an approximately 16,861 square foot permanent easement (the "Permanent
2 Easement") on the Property as well as an approximately 36,863 square foot temporary
3 construction easement (the "Temporary Construction Easement") (collectively, the
4 "Easements") on the Property. The Permanent Easement is specifically identified in the
5 documents attached hereto as Exhibit "1". The Temporary Construction Easement is
6 specifically identified in the documents attached hereto as Exhibit "2", and by its express terms,
7 terminated on June 30, 2015.

8 3. NV Energy's acquisition does not extinguish the following CLV existing rights
9 and/or interests in the Property:

10 (a) Right of Way Grant for Streetlight Purposes recorded September 25, 2009,
11 in Book No. 20090925, as Instrument No. 0002933;

12 (b) Right of Way Grant for Pedestrian Walkway Purposes recorded
13 September 25, 2009, in Book No. 20090925, as Instrument No. 0002934; and

14 (c) Right of Way Grant for Traffic Purposes recorded September 25, 2009, in
15 Book No. 20090925, as Instrument No. 0002935 (collectively, "CLV's Existing Interests").

16 To the extent of any overlap of NV Energy's Permanent Easement and CLV's Existing Interests,
17 these interests will co-exist.

18 4. NV Energy is hereby awarded the relief specified in the First Amended
19 Complaint. The Easements are hereby condemned to NV Energy for the uses specified in the
20 First Amended Complaint. The Easements are needed for a public use and NV Energy's
21 acquisition of the Easements is needed and necessary for that public use.

22 5. On or about October 17, 2013, in connection with NV Energy's right to
23 immediate occupancy, NV Energy deposited the amount of Two Hundred Eighty-One Thousand
24 and No/100 Dollars (\$281,000.00) (the "Deposit") with the Clerk of Court for the Eighth
25 Judicial District Court, Clark County, Nevada (the "Clerk") -- Receipt No. 2013-126698-
26 CCCLK -- which funds remain on deposit with the Clerk.

27 ...

28 ...

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

1 6. As soon as practicable, but not later than thirty (30) days after entry of the
2 Stipulated Judgment and Order, NV Energy shall deposit with the Clerk a check in the amount of
3 Five Hundred Sixty-Nine Thousand and No/100 Dollars (\$569,000.00) (the "Additional
4 Payment"). The Deposit and Additional Payment collectively total Eight Hundred Fifty
5 Thousand and No/100 Dollars (\$850,000.00) (the "Total Payment").

6 7. As soon as practicable after the Additional Payment is deposited with the Clerk, the
7 Clerk shall pay Seventy-Five Thousand and No/100 Dollars (\$75,000.00) ("LVMPD Distribution")
8 to LVMPD from the Total Payment on deposit with the Clerk, which amount represents the total
9 amount the parties have agreed is due as just compensation for the Temporary Construction
10 Easement at issue in the Lawsuit. LVMPD waives any right to any part of the Total Payment aside
11 from the LVMPD Distribution, and agrees that the balance of the Total Payment represents
12 compensation for the remaining issues and/or claims at issue in the Lawsuit, including the Permanent
13 Easement at issue in the Lawsuit, to which only Prior Owners and/or Clark County shall have a
14 claim.

15 8. Pursuant to NRS 37.115, the Prior Owners and Clark County shall ask the Court to
16 determine and make the remaining apportionment award (for the Total Payment less the LVMPD
17 Distribution) ("Remaining Apportionment Award") between Prior Owners and Clark County.
18 Alternatively, Prior Owners and Clark County, without the involvement of NV Energy or LVMPD,
19 may enter into a mutual agreement regarding the Remaining Apportionment Award. In this event,
20 Prior Owners and Clark County shall provide the Court and the Clerk with the appropriate
21 documentation reflecting the Remaining Apportionment Award. Any interest that may have accrued
22 on the Deposit and/or the Additional Payment while on deposit with the Clerk, shall be included in
23 the Remaining Apportionment Award.

24 9. Nothing contained in this Judgment and Final Order shall negatively affect any
25 appellate or other rights between the Prior Owners and/or Clark County regarding their
26 respective rights and/or interest to disbursement of the Remaining Apportionment Award,
27 including pursuant to NRS 37.115.

28 ...

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1 10. The parties have stipulated to a settlement in resolution of all claims and defenses
2 by and between the parties related to NV Energy's acquisition of the Easements and the Total
3 Payment, whether asserted or unasserted in the pleadings, which, except as set forth above,
4 resolves all rights and claims, including claims for compensation, damages, interest, costs and
5 attorney fees.

6 11. This Judgment and Final Order of Condemnation represents a compromise of the
7 claims and defenses that are or that could be made between the parties in this lawsuit, except for
8 those claims remaining between Prior Owners and/or Clark County as set forth above, and this
9 Judgment and Final Order resolves all other claims and defenses between the parties relating in
10 any way to this lawsuit, including NV Energy's acquisition of the Easements as identified herein,
11 the compensation owed for the Easements, any inverse condemnation claims and any claims for
12 any damages, including any severance damages. This Judgment, and NV Energy's Deposit,
13 Additional Payment and/or payment of any funds in this matter is not an admission by any party
14 as to the fair market value of the Easements or any other matter.

15 12. A certified copy of this Judgment and Final Order of Condemnation shall be
16 recorded with the Clark County Recorder's Office to document and give notice of NV Energy's
17 right, title and interest in and to the Easements as identified herein.

18 13. Nothing contained herein shall prevent any party from commencing any action
19 necessary to enforce any provision of this Judgment and Final Order of Condemnation and/or
20 any settlement between the parties.

21 14. Having found there will be no prejudice caused to any party herein and pursuant
22 to NRCP Rule 54(b), there is no just reason for delay and this judgment is hereby certified as
23 final, thereby terminating the action as to all parties except for Clark County and the Prior
24 Owners as provided above.

25 DATED this _____ day of _____, 2016.

26
27
28 _____
DISTRICT COURT JUDGE

LEACH JOHNSON SONG & GRUCHOW
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1 Prepared and respectfully submitted by:

2 LEACH JOHNSON SONG & GRUCHOW

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10 Company d/b/a NV Energy

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19 OFFICE OF THE DISTRICT ATTORNEY -
20 CIVIL DIVISION

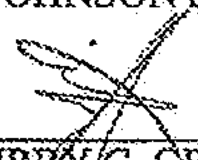
21 By: Leslie A. Nielsen
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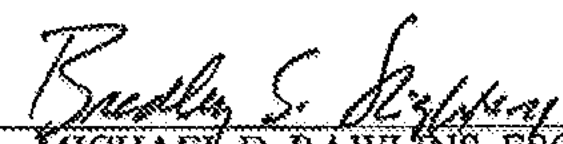
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After Recording, Return To:
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330
Las Vegas, Nevada 89148
Phone: (702) 538-9074

EXHIBIT "1"

EXHIBIT "1"

APN: 139-33-202-009

PERPETUAL EASEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy and its successors and assigns ("NV Energy"), for use by them and their employees and contractors, hereby acquire a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("Utility Facilities") upon, over, under and through the property described in Exhibit "A" hereto (the "Easement Area");
2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area and the property described in Exhibit "B" hereto (the "Property");
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from the Easement Area and the Property; and
4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as NV Energy may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

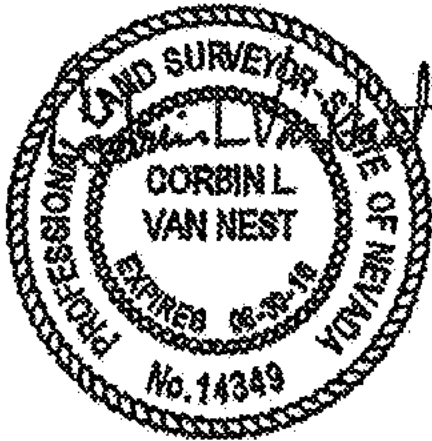
NV Energy will be responsible for any damages, proximately caused by NV Energy negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by the property owners and located on the Easement Area after the date that NV Energy obtains occupancy of the Easement Area pursuant to NRS Chapter 37. However, this paragraph does not apply to, and NV Energy is not responsible for, any damages caused when NV Energy exercises its rights under numbered Paragraph 4 above.

The property owner covenants for the benefit of NV Energy, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of NV Energy (which NV Energy will not unreasonably withhold), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. NV Energy and the property owner must document NV Energy's consent by both NV Energy and the property owner signing NV Energy's standard, recordable use agreement. The property owner retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with NV Energy's rights herein and are in all respects consistent with NV Energy's rights herein, NV Energy's electrical practices, and the National Electrical Safety Code.



EXHIBIT A

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009
20 NOV, 2014
PREPARED BY: CV
CHECKED BY: SD
PAGE 1 OF 3



11-20-14

LAND DESCRIPTION:

A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN "GRANT BARGAIN AND SALE DEED" RECORDED SEPTEMBER 2, 2009 IN BOOK 20090802 AS INSTRUMENT NO. 01863 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 00°01'49" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 267.13 FEET; THENCE NORTH 89°58'11" WEST, DEPARTING SAID EAST LINE, 34.50 FEET TO THE POINT OF BEGINNING, SAME BEING THE WESTERLY RIGHT-OF-WAY OF MARTIN LUTHER KING BOULEVARD (WIDTH VARIES) DESCRIBED IN THAT CERTAIN "GRANT DEED" RECORDED AUGUST 26, 2009 IN BOOK 20090826 AS INSTRUMENT NO. 02171 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; THENCE ALONG SAID RIGHT-OF-WAY AND THE UNBROKEN TRANSITION THEREOF ONTO AND ALONG THE NORTHERLY RIGHT-OF-WAY OF ALTA DRIVE, BEING DESCRIBED IN THOSE CERTAIN "GRANT DEEDS" RECORDED AUGUST 26, 2009 IN BOOK 20090826 AS INSTRUMENT NUMBERS 02169, 02170 AND 02172 OF SAID OFFICIAL RECORDS, THE FOLLOWING EIGHT (8) COURSES: 1) SOUTH 00°01'49" WEST, 108.38 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 54.00 FEET; 2) SOUTHWESTERLY ALONG SAID CURVE, 84.67 FEET THROUGH A CENTRAL ANGLE OF 89°50'12"; 3) SOUTH 89°52'01" WEST, 70.41 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET; 4) NORTHWESTERLY ALONG SAID CURVE, 3.30 FEET THROUGH A CENTRAL

P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 30150, RENO, NEVADA 89520-3150 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009
PAGE 2 OF 3

ANGLE OF 09°27'51"; 5) NORTH 80°40'08" WEST, 44.51 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, 6) NORTHWESTERLY ALONG SAID CURVE, 4.96 FEET THROUGH A CENTRAL ANGLE OF 09°27'51"; 7) SOUTH 89°52'01" WEST, 125.84 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; 8) SOUTHWESTERLY ALONG SAID CURVE, 5.22 FEET THROUGH A CENTRAL ANGLE OF 09°58'09"; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 00°12'40" WEST, 40.93 FEET; THENCE NORTH 88°02'57" EAST, 262.90 FEET; THENCE NORTH 23°03'40" EAST, 114.67 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 16,861 SQUARE FEET.

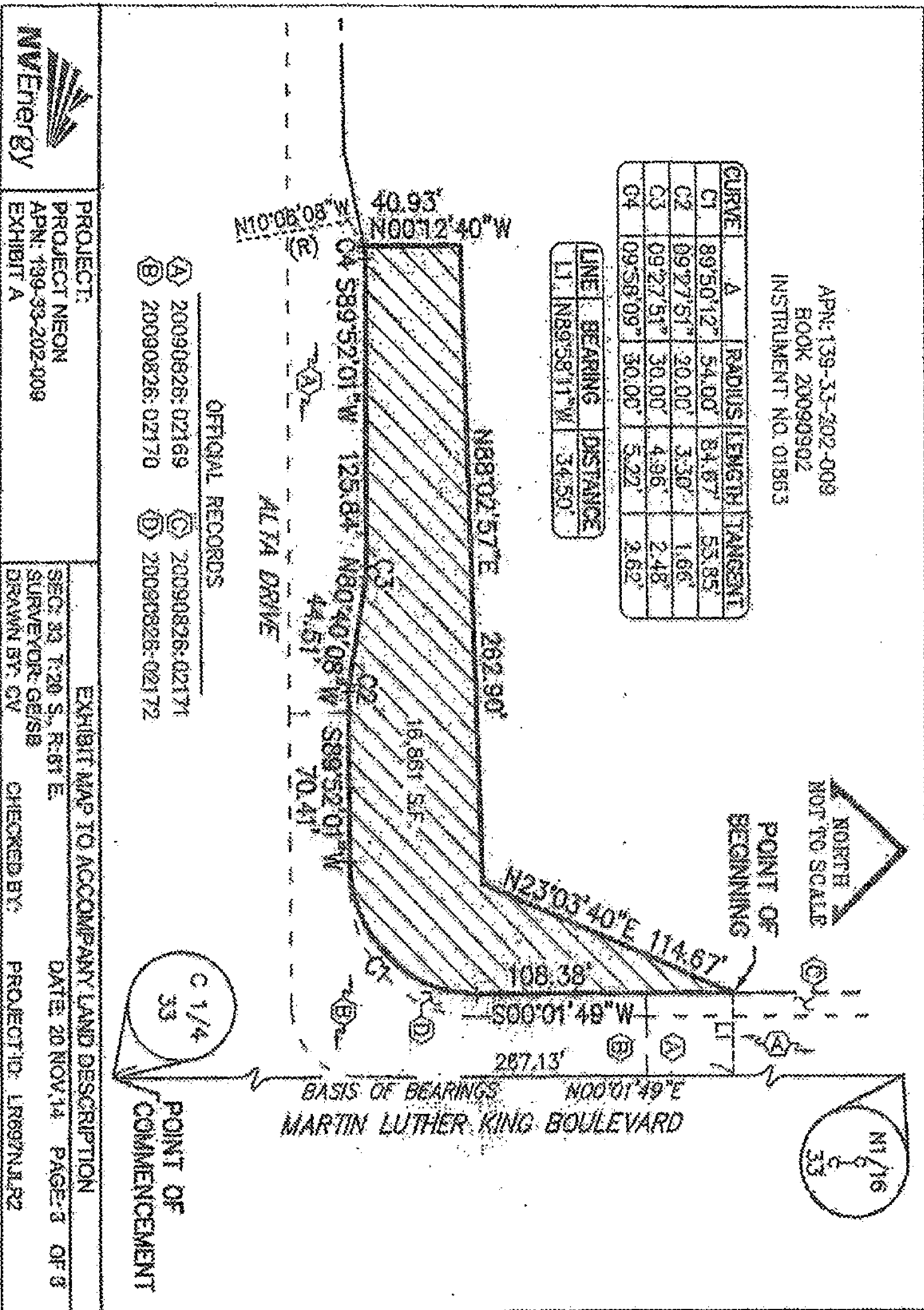
BASIS OF BEARINGS:

NORTH 00°01'48" EAST BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 81 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MEASURED IN THE NEVADA EAST ZONE (2701) STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83).

END OF LAND DESCRIPTION.

NOTE: THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

CORBIN L, VAN NEST, PLS
STATE OF NEVADA NO. 14349
FOR AND AT THE INSTANCE OF NV ENERGY



APN: 139-33-202-009
 BOOK 20090902
 INSTRUMENT NO. 01853

CURVE	A	RADIUS	LENGTH	TANGENT
C1	89°50'12"	54.00'	84.87'	53.85'
C2	09°27'51"	20.00'	3.30'	1.66'
C3	09°27'51"	30.00'	4.96'	2.48'
C4	09°58'09"	30.00'	5.22'	2.62'

LINE	BEARING	DISTANCE
L1	N89°58'11"W	34.50'

- OFFICIAL RECORDS
- (A) 20090828: 02169
 - (B) 20090828: 02170
 - (C) 20090828: 02171
 - (D) 20090828: 02172

NV Energy

PROJECT: PROJECT NEON
 APN: 139-33-202-009
 EXHIBIT A

EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION
 SEC: 33 T: 30 S, R: 61 E
 SURVEYOR: GE/SB
 DRAWN BY: CV
 CHECKED BY: PROJECT ID: LR692NULR2

DATE: 20 NOV 14 PAGE: 3 OF 3

Exhibit B

Situate in the City of Las Vegas, County of Clark, State of Nevada is that portion of the Northwest Quarter (NW ¼) of Section 33, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, described as follows:

That parcel of land as described in Grant Bargain and Sale Deed recorded September 2, 2009 in Book 20090902, as Instrument No. 01863, Official Records, Clark County, Nevada.

EXHIBIT “2”

EXHIBIT “2”

APN: 139-33-202-009

TEMPORARY CONSTRUCTION EASEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy and its successors and assigns ("NV Energy"), for use by them and their employees and contractors, hereby acquire a temporary right and easement on the real property situated in Clark County, Nevada, identified on Exhibit "A" hereto, and commonly known as APN 139-33-202-009 (the "Property"):

1. to use and restore an area approximately one hundred (100) feet by one hundred eighty-one (181) feet and one hundred eleven (111) feet by one hundred eighty-one (181) feet for construction staging (including but not limited to parking vehicles and storing materials), pulling cable, and wire tensioning in the location identified on Exhibit "B" hereto ("Temporary Easement Area");
2. to perform final cleanup of and restore to its before condition the Temporary Easement Area;
3. except as described below, for the unrestricted passage of vehicles and pedestrians within, on, over and across the Temporary Easement Area; and
4. except as described below, for the unrestricted, continuous access of vehicles and pedestrians along and through the Property to the Temporary Easement Area, for the ingress of vehicles and pedestrians to the Temporary Easement Area from the Property, and for the egress of vehicles and pedestrians from the Temporary Easement Area over the Property.

Additional Terms of Temporary Construction Easement

1. NV Energy has the right to remove or clear any and all materials, trees, brush, debris, signs, and any other obstruction from the Temporary Easement Area that in NV Energy's reasonable judgment may interfere with or endanger NV Energy's use of or activities on the Temporary Easement Area.
2. After NV Energy obtains occupancy of the Temporary Easement Area pursuant to NRS Chapter 37, NV Energy will be responsible for any damages, proximately caused by NV Energy's negligent use of or activities on the Temporary Easement Area, to any tangible, personal property or improvements owned by the property owner and located on or adjacent to the Temporary Easement Area prior to the date that NV Energy obtains occupancy of the Temporary Easement Area pursuant to NRS Chapter 37. NV Energy further agrees that, if NV Energy performs work that damages the Temporary Easement Area, NV Energy will restore the Temporary Easement Area to as close to its before condition as is commercially reasonable as soon as is practicable upon completion of the construction activities, even if such construction activities conclude before the expiration of the term of the Temporary Construction Easement.

3. The Temporary Easement Area is roughly bisected by a curved driveway leading from Alta Drive on the South toward the building to the North and parking garage to the Northwest (the "Driveway"). Along the eastern edge of the Driveway, separated by a strip of landscaping, is a sidewalk (the "Sidewalk"). The Driveway and Sidewalk are highlighted on the map attached hereto as Exhibit "C". NV Energy shall, throughout the duration of the Temporary Construction Easement, keep the Driveway and Sidewalk continuously open and free from obstruction, so that vehicles and pedestrians can pass through the Driveway and Sidewalk in the ordinary course, except as follows:
 - a. NV Energy may intermittently close the Driveway and Sidewalk to vehicular and pedestrian traffic as is necessary for safety purposes for a period not to exceed a total of 15 days (which may be non-consecutive) in duration (the "Wire Pulling Period"), during which NV Energy is pulling wires through either of the two poles being erected on the perpetual easement that NV Energy is acquiring contemporaneously herewith ("Perpetual Easement"). The location of the Perpetual Easement is shown in Exhibit "I" attached to NV Energy's Verified Complaint in Eminent Domain filed May 10, 2013, a copy of which is attached hereto as Exhibit "D". The approximate location of the poles are shown on page 96 of the March 11, 2013, Summary Appraisal Report by Glenn Anderson provided by NV Energy, which page is attached hereto as Exhibit "E".
 - b. The intermittent closures allowed in the preceding paragraph shall not last for more than 30 minutes per hour during Peak Hours. Peak Hours include the following times: Monday thru Friday from 6:30 a.m. to 8:30 a.m., 11:00 a.m. to 1:00 p.m., and 3:30 p.m. to 5:00 p.m. During such intermittent closures, NV Energy shall provide safety personnel to notify vehicles and pedestrians of the closures, and to keep them at a safe distance.
 - c. In cases of emergency, such as a need for the Las Vegas Metropolitan Police Department to mobilize police personnel and utilize the Driveway during such an intermittent closure, NV Energy shall suspend its wire pulling operations as soon as can safely be accomplished so as to be able to allow passage of vehicles through the Driveway.
4. The northernmost edge of the Temporary Easement Area overlaps a drive area whereby vehicles pass between the building and the row of parking to the south (the "Drive Area"). The Drive Area is highlighted on Exhibit "F", attached hereto. Except during the Wire Pulling Period, NV Energy shall, throughout the duration of the Temporary Construction Easement, keep the Drive Area continuously open and free from obstruction, so that

vehicles and pedestrians can pass through the Drive Area in the ordinary course.

5. At any time during the Temporary Construction Easement when NV Energy has any heavy vehicles or heavy equipment on the Property, whether or not within the Temporary Easement Area or the Perpetual Easement, NV Energy shall not leave such vehicles or equipment unattended, and shall provide reasonable security measures to prevent such vehicles from being used by unauthorized persons.

This Temporary Construction Easement terminates on June 30, 2015, and, upon termination, has no further effect.

EXHIBIT "A"

EXHIBIT "A"

Exhibit A

The above referred to parcel of land, situate in the City of Las Vegas, County of Clark, State of Nevada, is that portion of the Northwest Quarter (NW ¼) of Section 33, Township 20 South, Range 61 East, M.D.M., Nevada, described as follows:

That parcel of land as described in Grant Bargain and Sale Deed recorded September 2, 2009 in Book 20090902, as Instrument No. 01863, Official Records, Clark County, Nevada.

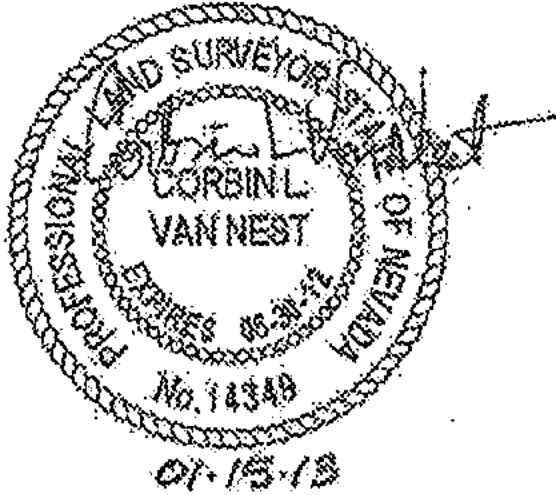
EXHIBIT "B"

EXHIBIT "B"



EXHIBIT B

PROJECT ID: LR697NULR2
PROJECT NEON
APN: 139-39-202-009-TE
15 JANUARY, 2012
PREPARED BY: CV
CHECKED BY: SD
PAGE 1 OF 3



LAND DESCRIPTION:

A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN "GRANT BARGAIN AND SALE DEED" RECORDED SEPTEMBER 2, 2009 IN BOOK 20090902 AS INSTRUMENT NO. 01863 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH 89°52'01" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 522.43 FEET; THENCE NORTH 00°07'59" WEST, DEPARTING SAID SOUTH LINE, 100.94 FEET TO THE SOUTHWEST CORNER OF SAID LAND, SAME BEING THE POINT OF BEGINNING; THENCE NORTH 00°07'59" WEST ALONG THE WEST LINE OF SAID LAND, 114.74 FEET; THENCE NORTH 89°52'01" EAST DEPARTING SAID WEST LINE, 160.97 FEET; THENCE NORTH 00°07'59" WEST 125.32 FEET; THENCE NORTH 89°52'01" EAST 100.00 FEET; THENCE SOUTH 00°07'59" EAST 181.98 FEET; THENCE SOUTH 88°02'57" WEST 80.25 FEET; THENCE SOUTH 00°12'40" EAST 40.93 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID LAND, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 10°08'08" WEST; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING THREE (3) COURSES: 1) SOUTHWESTERLY 1.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°03'32"; 2) SOUTH 77°50'20" WEST 39.69 FEET; 3) SOUTH 88°35'42" WEST, 140.97 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

P.O. BOX 98710, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 30150, RENO, NEVADA 89520-0150 4100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009-TE
PAGE 2 OF 3

CONTAINING 36,863 SQUARE FEET.

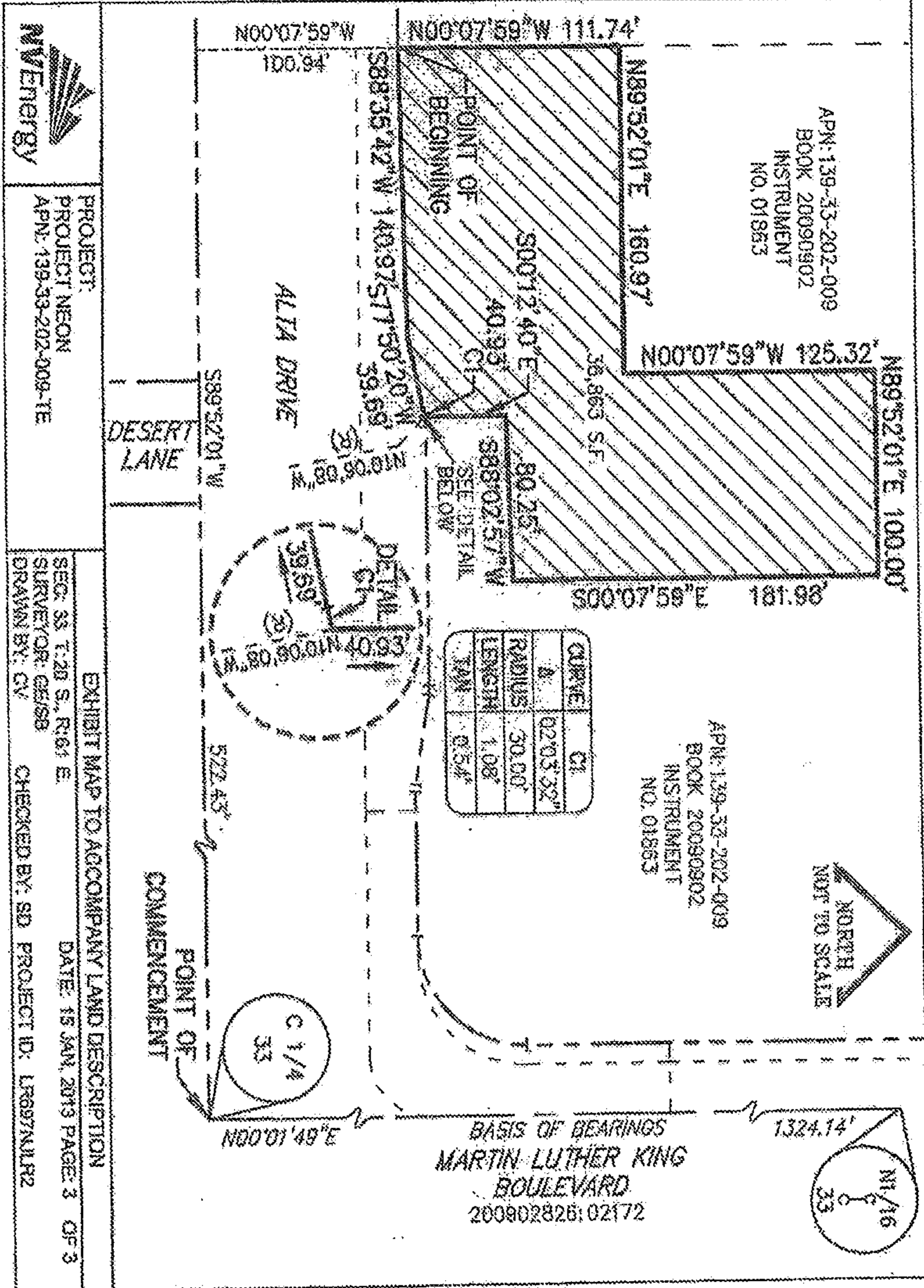
BASIS OF BEARINGS:

NORTH 00°01'49" EAST BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MEASURED IN THE NEVADA EAST ZONE (2701) STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83).

END OF LAND DESCRIPTION.

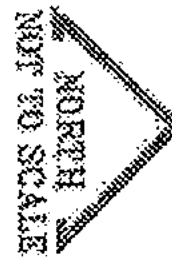
NOTE: THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

CORBIN L. VAN NEST, PLS
STATE OF NEVADA NO. 14349
FOR AND AT THE INSTANCE OF NV ENERGY

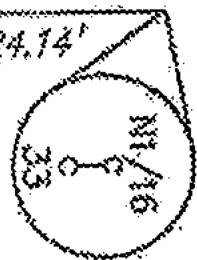


APN: 139-33-202-009
 BOOK 20090902
 INSTRUMENT
 NO. 01853

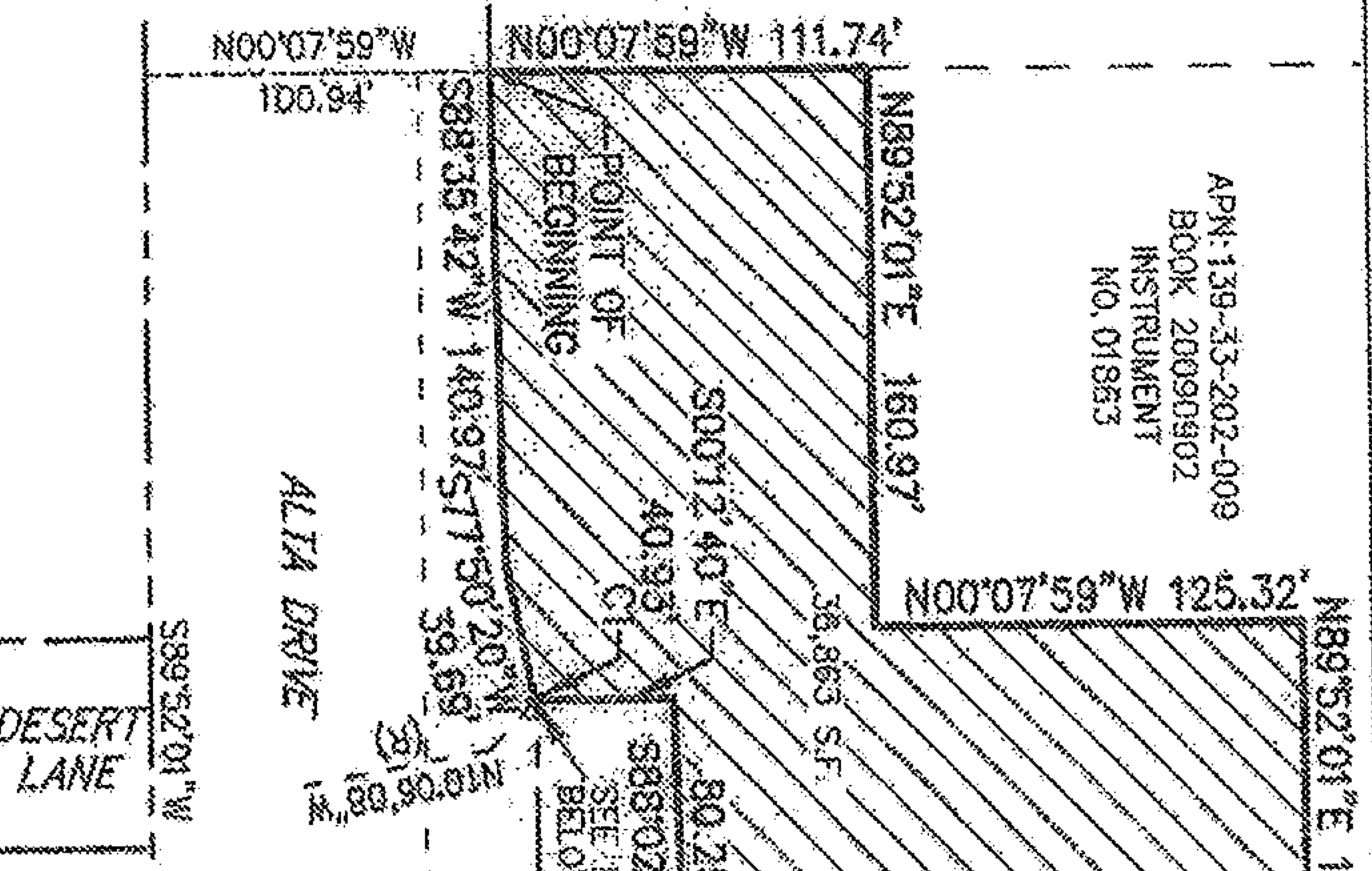
APN: 139-33-202-009
 BOOK 20090902
 INSTRUMENT
 NO. 01853



BASIS OF BEARINGS
 MARTIN LUTHER KING
 BOULEVARD
 200902826; 02172



POINT OF COMMENCEMENT




 PROJECT: PROJECT NEON
 APN: 139-33-202-009-1E

EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION
 SEC: S3 T:28 S., R:6 E.
 SURVEYOR: GE/SB DATE: 15 JAN, 2013 PAGE: 3 OF 3
 DRAWN BY: CV CHECKED BY: SD PROJECT ID: LR697NULR2

EXHIBIT "C"

EXHIBIT "C"

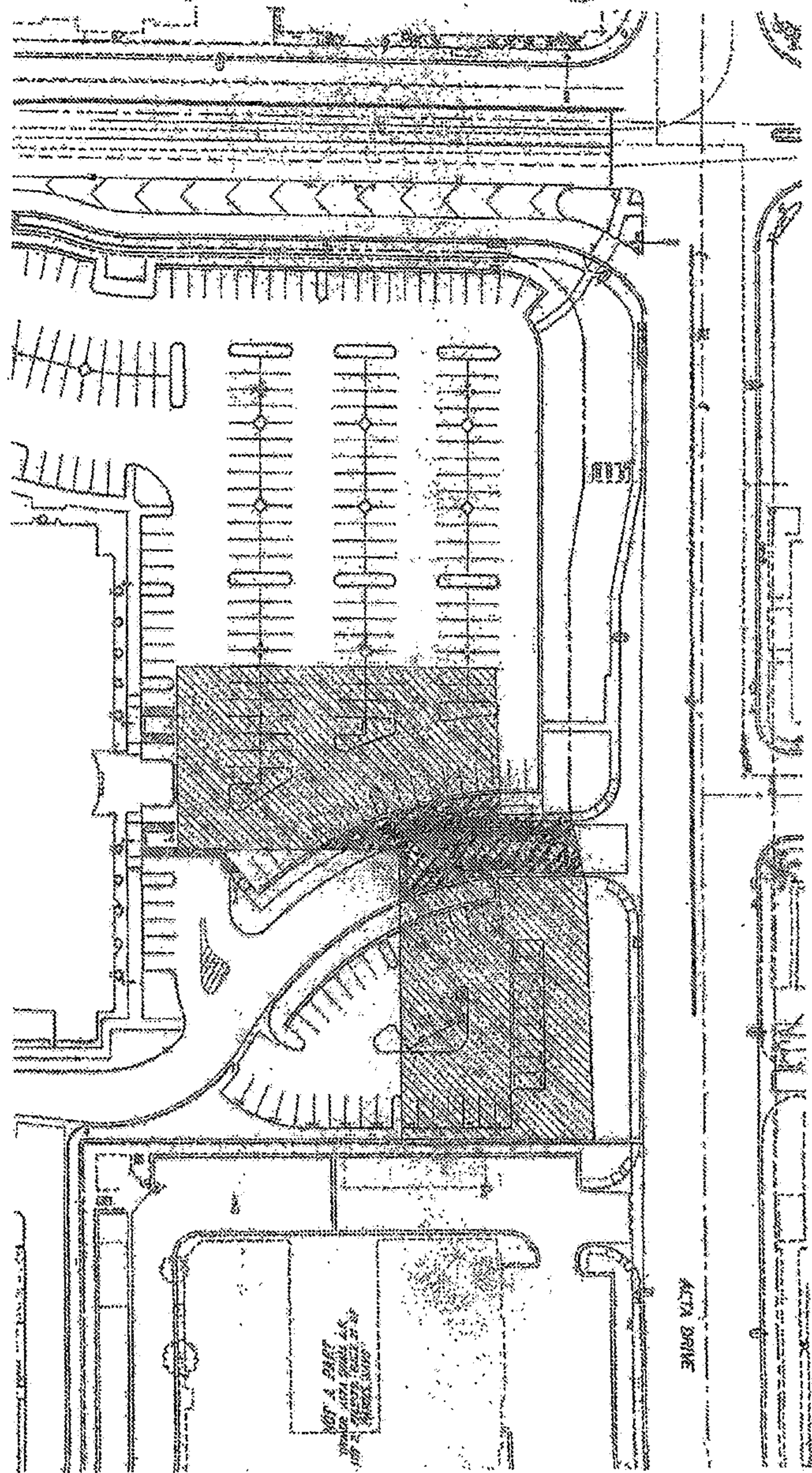


Fig 7

EXHIBIT "D"

EXHIBIT "D"

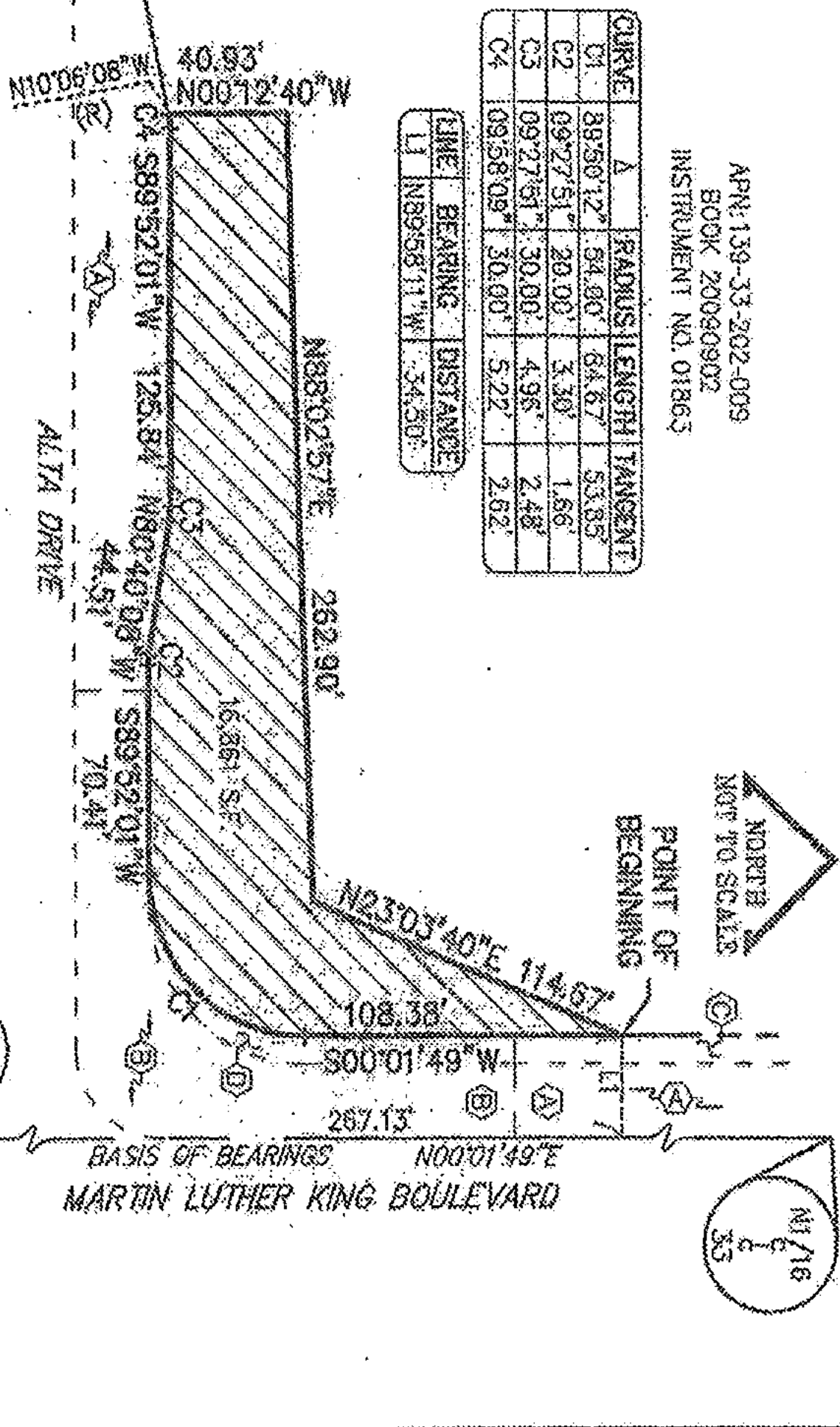


PROJECT:
PROJECT NEON
APN: 139-33-202-009
EXHIBIT A

EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION
SEC: 33 T: 20 S., R: 01 E.
SURVEYOR: GEISE
DRAWN BY: CV

CHECKED BY: PROJECT ID: LR07M3LR2
DATE: 30 NOV 14 PAGE: 3 OF 3

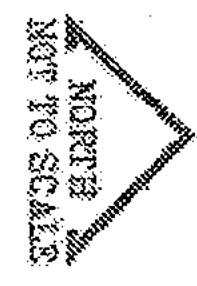
OFFICIAL RECORDS
 A 20090826: 02169 C 20090826: 02171
 B 20090826: 02170 D 20090826: 02172



CURVE	Δ	RADIUS	LENGTH	TANGENT
C1	89°50'12"	54.80'	64.67'	53.85'
C2	09°27'51"	20.00'	3.30'	1.66'
C3	09°27'51"	30.00'	4.98'	2.48'
C4	09°58'09"	30.00'	5.22'	2.62'

LINE	BEARING	DISTANCE
L1	N89°58'11\"W	34.50'

APN: 139-33-202-009
BOOK 20090902
INSTRUMENT NO. 01865



POINT OF COMMENCEMENT

BASIS OF BEARINGS N00°01'49\"E
MARTIN LUTHER KING BOULEVARD

ALTA DRIVE

POINT OF BEGINNING

EXHIBIT "E"

EXHIBIT "E"

Pole Placement Map:

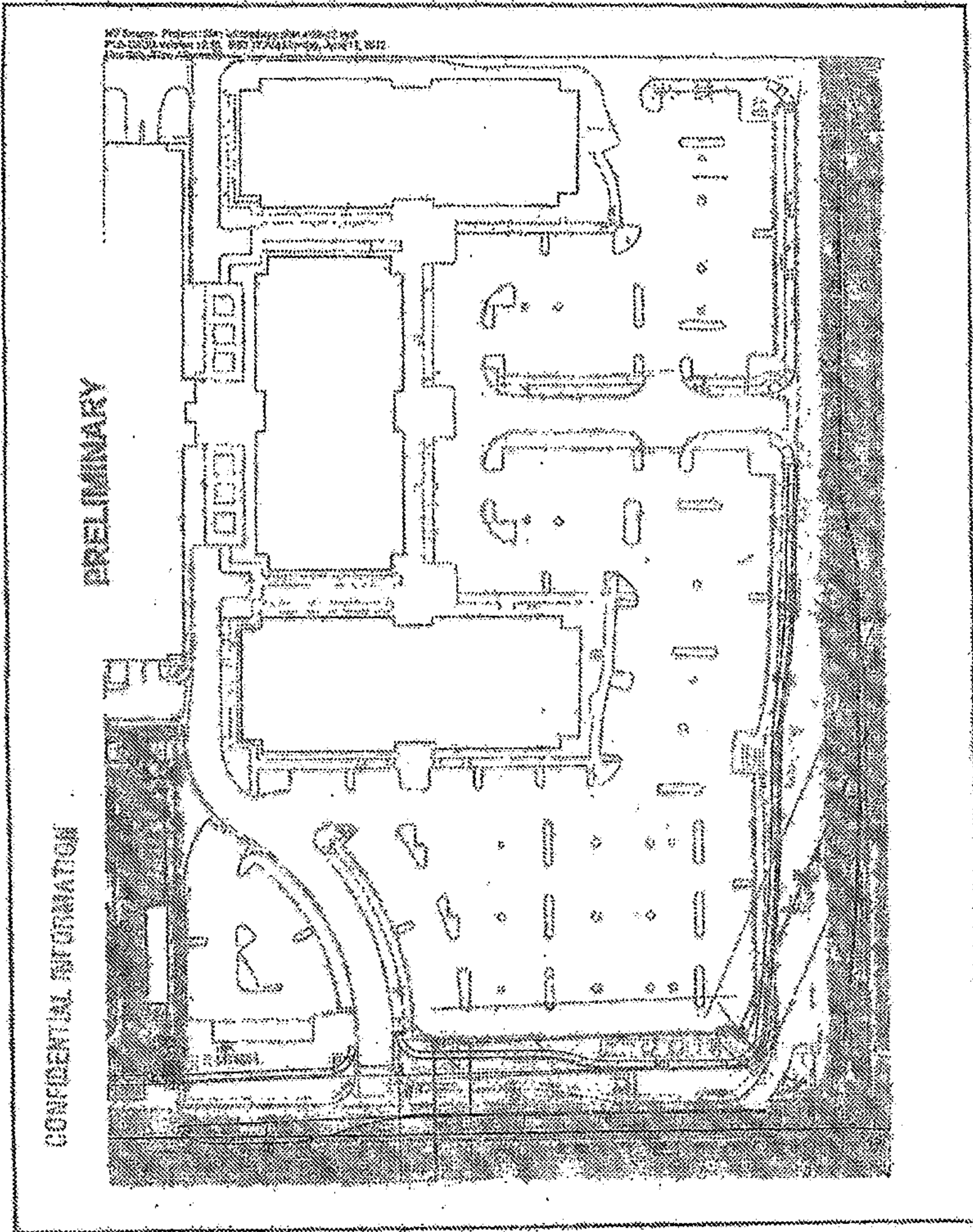
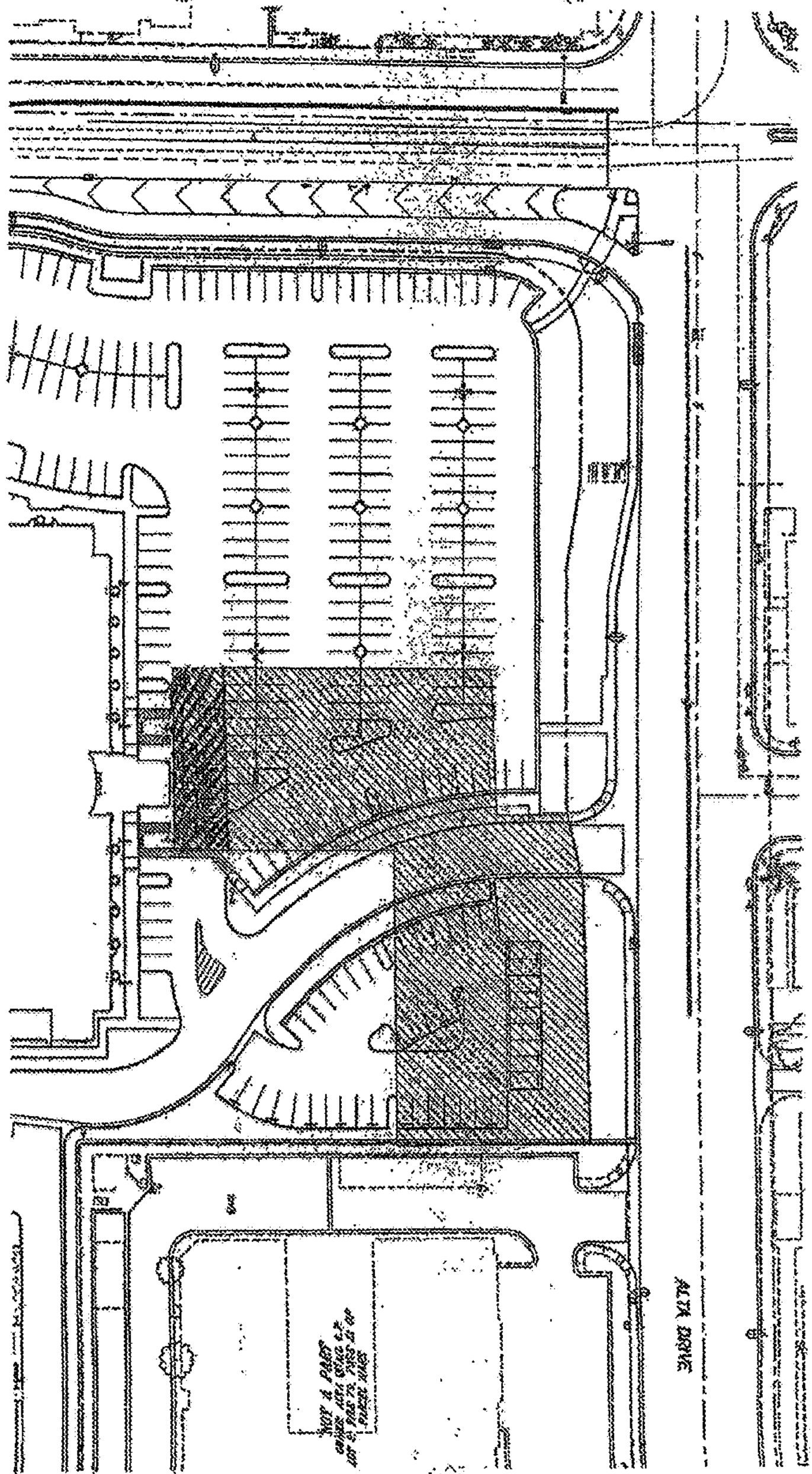


EXHIBIT "F"

EXHIBIT "F"



Ex. 2

EXHIBIT "3"

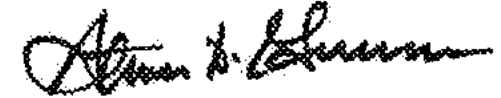
EXHIBIT "3"

 ORIGINAL

1 JDCD
2 LEACH JOHNSON SONG & GRUCHOW
3 KIRBY C. GRUCHOW, JR., ESQ.
4 Nevada Bar No. 6663
5 E-mail: kgruchow@leachjohnson.com
6 8945 West Russell Road, Suite 330
7 Las Vegas, Nevada 89148
8 Telephone: (702) 538-9074
9 Facsimile: (702) 538-9113

APN: 139-33-202-009

Electronically Filed
09/20/2016 11:07:56 AM


CLERK OF THE COURT

6 Attorneys for Plaintiff

7 DISTRICT COURT

8 CLARK COUNTY, NEVADA

9 NEVADA POWER COMPANY, a Nevada
10 corporation, d/b/a NV ENERGY,

11 Plaintiff,

Case No.: A-13-681632-C

12 vs.

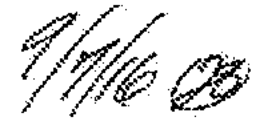
Dept. No.: XXVIII

13 HQ METRO, LLC, an Arizona limited liability
14 company; LAS VEGAS METROPOLITAN
15 POLICE DEPARTMENT, a metropolitan
16 police department; PROJECT ALTA, LLC, a
17 Nevada limited liability company; PROJECT
18 ALTA II, LLC, a Nevada limited liability
19 company; PROJECT ALTA III, LLC, a
20 Nevada limited liability company; PROJECT
21 ALTA LIQUIDATING TRUST U/A/D
22 12/31/09, by and through MARK L. FINE &
23 ASSOCIATES, a Nevada corporation,
24 individually and as Trustee; WELLS FARGO
25 BANK, NATIONAL ASSOCIATION, a
26 Delaware corporation; NEVADA TITLE
27 COMPANY, a Nevada corporation;
28 CENTRAL TELEPHONE COMPANY, a
Delaware corporation; COX
COMMUNICATIONS LAS VEGAS, INC., a
Delaware corporation; LAS VEGAS VALLEY
WATER DISTRICT, a quasi-municipal
corporation; CITY OF LAS VEGAS, a
municipal corporation; CLARK COUNTY, a
political subdivision of the State of Nevada; all
other persons unknown claiming any right,
title, estate, lien or interest in the real property
described in the Complaint; DOES I through
X; and ROE CORPORATIONS XI through
XX, inclusive,

Defendants.

JUDGMENT AND FINAL ORDER OF
CONDEMNATION

<input type="checkbox"/> Preliminary Hearing	<input type="checkbox"/> Judgment Entered
<input type="checkbox"/> Answer Entered	<input checked="" type="checkbox"/> Trial set for trial
<input type="checkbox"/> Disputed Return	<input type="checkbox"/> Trial set for judgment
<input type="checkbox"/> Return to County by D-0-01	<input type="checkbox"/> Judgment of Release



LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

JUDGMENT AND FINAL ORDER OF CONDEMNATION

1 The above-entitled matter having come before the Court for entry of Judgment and Final
2 Order of Condemnation pursuant to the Stipulated Judgment and Order executed by Plaintiff
3 NEVADA POWER COMPANY, d/b/a NV ENERGY ("NV Energy"), Defendants HQ
4 METRO, LLC, PROJECT ALTA, LLC, PROJECT ALTA II, LLC, PROJECT ALTA III, LLC,
5 PROJECT ALTA LIQUIDATING TRUST U/A/D 12/31/09, by and through MARK L. FINE &
6 ASSOCIATES (collectively, "Prior Owners"), Defendant LAS VEGAS METROPOLITAN
7 POLICE DEPARTMENT ("LVMPD"), Defendant CITY OF LAS VEGAS ("CLV"), and
8 Defendant CLARK COUNTY, the Court having considered the Stipulated Judgment and Order
9 and all papers, pleadings and documents on file herein, the Court finding that Disclaimers of
10 Interest having been filed with the Court as follows: (i) Disclaimer of Interest of Defendant Cox
11 Communications Las Vegas, Inc. filed on June 13, 2013; (ii) Disclaimer of Interest of Defendant
12 Nevada Title Company filed on June 13, 2013; (iii) Disclaimer of Interest of Defendant Las
13 Vegas Valley Water District filed on July 3, 2013; (iv) Disclaimer of Interest of Defendant Central
14 Telephone Company filed on December 1, 2014; and (v) Disclaimer of Interest of Defendant
15 Wells Fargo Bank, National Association filed on June 23, 2016, and the Court being fully
16 advised, it is hereby ORDERED, ADJUDGED and DECREED as follows:

17 1. On or about May 10, 2013, NV Energy filed its Verified Complaint in Eminent
18 Domain ("Complaint") to acquire certain easement interests necessary for the public purpose of
19 permitting, construction, operation and maintenance of 230kV/138kV/69kV transmission lines,
20 and associated facilities, generally located in the area of Interstate 15 and Charleston Boulevard,
21 in the County of Clark, State of Nevada (the "Project"). On or about January 15, 2016, NV
22 Energy filed its First Amended Verified Complaint in Eminent Domain ("First Amended
23 Complaint").
24

25 2. Through this action, NV Energy sought to acquire certain easement interests on a
26 portion of the property generally located at 400 South Martin L. King Boulevard, Las Vegas,
27 Nevada 89106, and recognized by the Clark County Recorder's Office as APN 139-33-202-009
28 (the "Property") at the time the Complaint was filed. Through this action, NV Energy is

1 acquiring an approximately 16,861 square foot permanent easement (the "Permanent
2 Easement") on the Property as well as an approximately 36,863 square foot temporary
3 construction easement (the "Temporary Construction Easement") (collectively, the
4 "Easements") on the Property. The Permanent Easement is specifically identified in the
5 documents attached hereto as Exhibit "1". The Temporary Construction Easement is
6 specifically identified in the documents attached hereto as Exhibit "2", and by its express terms,
7 terminated on June 30, 2015.

8 3. NV Energy's acquisition does not extinguish the following CLV existing rights
9 and/or interests in the Property:

10 (a) Right of Way Grant for Streetlight Purposes recorded September 25, 2009,
11 in Book No. 20090925, as Instrument No. 0002933;

12 (b) Right of Way Grant for Pedestrian Walkway Purposes recorded
13 September 25, 2009, in Book No. 20090925, as Instrument No. 0002934; and

14 (c) Right of Way Grant for Traffic Purposes recorded September 25, 2009, in
15 Book No. 20090925, as Instrument No. 0002935 (collectively, "CLV's Existing Interests").

16 To the extent of any overlap of NV Energy's Permanent Easement and CLV's Existing Interests,
17 these interests will co-exist.

18 4. NV Energy is hereby awarded the relief specified in the First Amended
19 Complaint. The Easements are hereby condemned to NV Energy for the uses specified in the
20 First Amended Complaint. The Easements are needed for a public use and NV Energy's
21 acquisition of the Easements is needed and necessary for that public use.

22 5. On or about October 17, 2013, in connection with NV Energy's right to
23 immediate occupancy, NV Energy deposited the amount of Two Hundred Eighty-One Thousand
24 and No/100 Dollars (\$281,000.00) (the "Deposit") with the Clerk of Court for the Eighth
25 Judicial District Court, Clark County, Nevada (the "Clerk") - Receipt No. 2013-126698-
26 CCCLK - which funds remain on deposit with the Clerk.

27 ...

28 ...

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Telephone: (702) 538-9074 -- Facsimile (702) 538-9113

1 6. As soon as practicable, but not later than thirty (30) days after entry of the
2 Stipulated Judgment and Order, NV Energy shall deposit with the Clerk a check in the amount of
3 Five Hundred Sixty-Nine Thousand and No/100 Dollars (\$569,000.00) (the "Additional
4 Payment"). The Deposit and Additional Payment collectively total Eight Hundred Fifty
5 Thousand and No/100 Dollars (\$850,000.00) (the "Total Payment").

6 7. As soon as practicable after the Additional Payment is deposited with the Clerk, the
7 Clerk shall pay Seventy-Five Thousand and No/100 Dollars (\$75,000.00) ("LVMPD Distribution")
8 to LVMPD from the Total Payment on deposit with the Clerk, which amount represents the total
9 amount the parties have agreed is due as just compensation for the Temporary Construction
10 Easement at issue in the Lawsuit. LVMPD waives any right to any part of the Total Payment aside
11 from the LVMPD Distribution, and agrees that the balance of the Total Payment represents
12 compensation for the remaining issues and/or claims at issue in the Lawsuit, including the Permanent
13 Easement at issue in the Lawsuit, to which only Prior Owners and/or Clark County shall have a
14 claim.

15 8. Pursuant to NRS 37.115, the Prior Owners and Clark County shall ask the Court to
16 determine and make the remaining apportionment award (for the Total Payment less the LVMPD
17 Distribution) ("Remaining Apportionment Award") between Prior Owners and Clark County.
18 Alternatively, Prior Owners and Clark County, without the involvement of NV Energy or LVMPD,
19 may enter into a mutual agreement regarding the Remaining Apportionment Award. In this event,
20 Prior Owners and Clark County shall provide the Court and the Clerk with the appropriate
21 documentation reflecting the Remaining Apportionment Award. Any interest that may have accrued
22 on the Deposit and/or the Additional Payment while on deposit with the Clerk, shall be included in
23 the Remaining Apportionment Award.

24 9. Nothing contained in this Judgment and Final Order shall negatively affect any
25 appellate or other rights between the Prior Owners and/or Clark County regarding their
26 respective rights and/or interest to disbursement of the Remaining Apportionment Award,
27 including pursuant to NRS 37.115.

28 ...

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 350, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 -- Facsimile (702) 538-9115

1 10. The parties have stipulated to a settlement in resolution of all claims and defenses
2 by and between the parties related to NV Energy's acquisition of the Easements and the Total
3 Payment, whether asserted or unasserted in the pleadings, which, except as set forth above,
4 resolves all rights and claims, including claims for compensation, damages, interest, costs and
5 attorney fees.

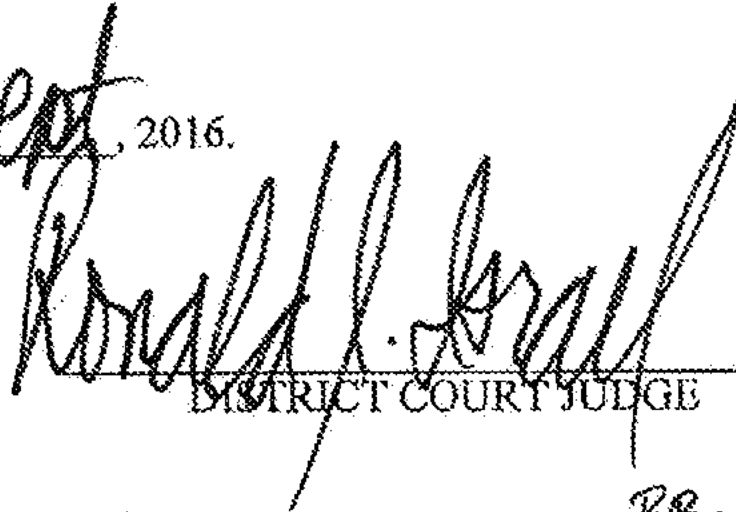
6 11. This Judgment and Final Order of Condemnation represents a compromise of the
7 claims and defenses that are or that could be made between the parties in this lawsuit, except for
8 those claims remaining between Prior Owners and/or Clark County as set forth above, and this
9 Judgment and Final Order resolves all other claims and defenses between the parties relating in
10 any way to this lawsuit, including NV Energy's acquisition of the Easements as identified herein,
11 the compensation owed for the Easements, any inverse condemnation claims and any claims for
12 any damages, including any severance damages. This Judgment, and NV Energy's Deposit,
13 Additional Payment and/or payment of any funds in this matter is not an admission by any party
14 as to the fair market value of the Easements or any other matter.

15 12. A certified copy of this Judgment and Final Order of Condemnation shall be
16 recorded with the Clark County Recorder's Office to document and give notice of NV Energy's
17 right, title and interest in and to the Easements as identified herein.

18 13. Nothing contained herein shall prevent any party from commencing any action
19 necessary to enforce any provision of this Judgment and Final Order of Condemnation and/or
20 any settlement between the parties.

21 14. Having found there will be no prejudice caused to any party herein and pursuant
22 to NRCP Rule 54(b), there is no just reason for delay and this judgment is hereby certified as
23 final, thereby terminating the action as to all parties except for Clark County and the Prior
24 Owners as provided above.

25 DATED this 15 day of Sept, 2016.




DISTRICT COURT JUDGE
BB

LEACH JOHNSON SONG & GRUCHOW
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Prepared and respectfully submitted by:

LEACH JOHNSON SONG & GRUCHOW

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Las Vegas, Nevada 89148
Phone: (702) 538-9074
Attorneys for Plaintiff Nevada Power
Company d/b/a NV Energy

DURHAM JONES & PINEGAR, PC


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Nevada Bar No. 5467
BRADLEY S. SLIGHTING, ESQ.
Nevada Bar No. 10225
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Attorneys for Defendant Las Vegas
Metropolitan Police Department

OFFICE OF THE DISTRICT ATTORNEY -
CIVIL DIVISION

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LAURA C. REHFELDT, ESQ.
Nevada Bar No. 5101
500 South Grand Central Parkway
P.O. Box 552215
Las Vegas, Nevada 89155
Phone: (702) 455-4761
Attorney for Defendant Clark County

...
...

LAW OFFICES OF BRIAN C. PADGETT

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Nevada Bar No. 7474
AMY L. SUGDEN, ESQ.
Nevada Bar No. 9983
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II, LLC, Project Alta III, LLC, Project
Alta Liquidating Trust U/A/D 12/31/09,
Mark L. Fine & Associates and Wells
Fargo Bank, National Association

BRADFORD R. JERBIC, City Attorney

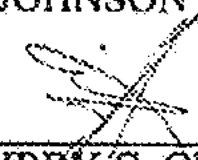
By: _____
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Attorney for Defendant City of Las
Vegas

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1 Prepared and respectfully submitted by:

2 LEACH JOHNSON SONG & GRUCHOW


LAW OFFICES OF BRIAN C. PADGETT

3
4 By: 
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6 Nevada Bar No. 6663
7 8945 West Russell Road, Suite 330
8 Las Vegas, Nevada 89148
9 Phone: (702) 538-9074
10 Attorneys for Plaintiff Nevada Power
11 Company d/b/a NV Energy

By: _____
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Nevada Bar No. 9983
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Attorneys for Defendants HQ Metro,
LLC, Project Alta, LLC, Project Alta
II, LLC, Project Alta III, LLC, Project
Alta Liquidating Trust U/A/D 12/31/09,
Mark L. Fine & Associates and Wells
Fargo Bank, National Association

11 DURHAM JONES & PINEGAR, PC

BRADFORD R. JERBIC, City Attorney

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13 By: 
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17 Nevada Bar No. 10225
18 10785 West Twain Avenue, Suite 200
19 Las Vegas, Nevada 89135
20 Phone: (702) 870-6060
21 Attorneys for Defendant Las Vegas
22 Metropolitan Police Department

By: _____
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Las Vegas, Nevada 89101
Phone: (702) 229-6629
Attorney for Defendant City of Las
Vegas

19 OFFICE OF THE DISTRICT ATTORNEY -
20 CIVIL DIVISION

21
22 By: _____
23 LESLIE A. NIELSEN, ESQ.
24 Nevada Bar No. 2764
25 LAURA C. REHFELDT, ESQ.
26 Nevada Bar No. 5101
27 500 South Grand Central Parkway
28 P.O. Box 552215
Las Vegas, Nevada 89155
Phone: (702) 455-4761
Attorney for Defendant Clark County

27 ...
28 ...

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

1 Prepared and respectfully submitted by:

2 LEACH JOHNSON SONG & GRUCHOW

3
4 By: ~~_____~~
5 KIRBY C. GRUCHOW, JR., ESQ.
6 Nevada Bar No. 6663
7 8945 West Russell Road, Suite 330
8 Las Vegas, Nevada 89148
9 Phone: (702) 538-9074
10 Attorneys for Plaintiff Nevada Power
11 Company d/b/a NV Energy

LAW OFFICES OF BRIAN C. PADGETT

By: ~~_____~~
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Nevada Bar No. 9983
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Attorneys for Defendants HQ Metro,
LLC, Project Alta, LLC, Project Alta
II, LLC, Project Alta III, LLC, Project
Alta Liquidating Trust U/A/D 12/31/09,
Mark L. Fine & Associates and Wells
Fargo Bank, National Association

11 DURHAM JONES & PINEGAR, PC

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13 By: _____
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1 Prepared and respectfully submitted by:

2 LEACH JOHNSON SONG & GRUCHOW

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II, LLC, Project Alta III, LLC, Project
Alta Liquidating Trust U/A/D 12/31/09,
Mark L. Fine & Associates and Wells
Fargo Bank, National Association

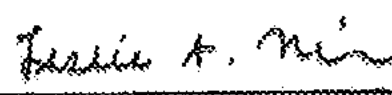
11 DURHAM JONES & PINEGAR, PC

BRADFORD R. JERBIC, City Attorney

12
13 By: _____
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19 OFFICE OF THE DISTRICT ATTORNEY -
20 CIVIL DIVISION

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27 P.O. Box 552215
28 Las Vegas, Nevada 89155
Phone: (702) 455-4761
Attorney for Defendant Clark County

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8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

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After Recording, Return To:
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330
Las Vegas, Nevada 89148
Phone: (702) 538-9074

EXHIBIT "1"

EXHIBIT "1"

APN: 139-33-202-009

PERPETUAL EASEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy and its successors and assigns ("NV Energy"), for use by them and their employees and contractors, hereby acquire a perpetual right and easement:

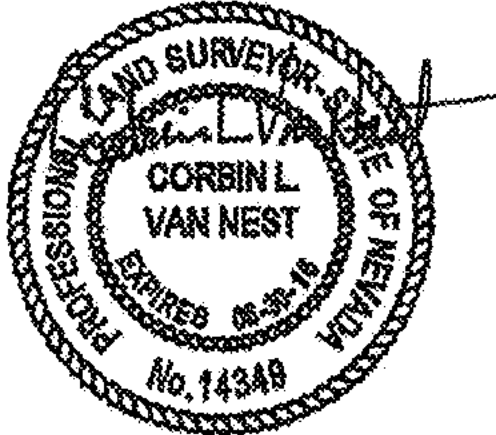
1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("Utility Facilities") upon, over, under and through the property described in Exhibit "A" hereto (the "Easement Area");
2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area and the property described in Exhibit "B" hereto (the "Property");
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from the Easement Area and the Property; and
4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as NV Energy may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

NV Energy will be responsible for any damages, proximately caused by NV Energy negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by the property owners and located on the Easement Area after the date that NV Energy obtains occupancy of the Easement Area pursuant to NRS Chapter 37. However, this paragraph does not apply to, and NV Energy is not responsible for, any damages caused when NV Energy exercises its rights under numbered Paragraph 4 above.

The property owner covenants for the benefit of NV Energy, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of NV Energy (which NV Energy will not unreasonably withhold), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. NV Energy and the property owner must document NV Energy's consent by both NV Energy and the property owner signing NV Energy's standard, recordable use agreement. The property owner retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with NV Energy's rights herein and are in all respects consistent with NV Energy's rights herein, NV Energy's electrical practices, and the National Electrical Safety Code.



EXHIBIT A



11-20-14

PROJECT ID: LR897NULR2
PROJECT NEON
APN: 139-33-202-009
20 NOV, 2014
PREPARED BY: CV
CHECKED BY: SD
PAGE 1 OF 3

LAND DESCRIPTION:

A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN "GRANT BARGAIN AND SALE DEED" RECORDED SEPTEMBER 2, 2009 IN BOOK 20090902 AS INSTRUMENT NO. 01863 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 00°01'49" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 267.13 FEET; THENCE NORTH 89°56'11" WEST, DEPARTING SAID EAST LINE, 34.50 FEET TO THE POINT OF BEGINNING, SAME BEING THE WESTERLY RIGHT-OF-WAY OF MARTIN LUTHER KING BOULEVARD (WIDTH VARIES) DESCRIBED IN THAT CERTAIN "GRANT DEED" RECORDED AUGUST 26, 2009 IN BOOK 20090826 AS INSTRUMENT NO. 02171 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; THENCE ALONG SAID RIGHT-OF-WAY AND THE UNBROKEN TRANSITION THEREOF ONTO AND ALONG THE NORTHERLY RIGHT-OF-WAY OF ALTA DRIVE, BEING DESCRIBED IN THOSE CERTAIN "GRANT DEEDS" RECORDED AUGUST 26, 2009 IN BOOK 20090826 AS INSTRUMENT NUMBERS 02169, 02170 AND 02172 OF SAID OFFICIAL RECORDS, THE FOLLOWING EIGHT (8) COURSES: 1) SOUTH 00°01'49" WEST, 108.38 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 54.00 FEET; 2) SOUTHWESTERLY ALONG SAID CURVE, 84.87 FEET THROUGH A CENTRAL ANGLE OF 89°50'12"; 3) SOUTH 89°52'01" WEST, 70.41 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET; 4) NORTHWESTERLY ALONG SAID CURVE, 3.30 FEET THROUGH A CENTRAL

P.O. BOX 98910, LAS VEGAS, NEVADA 89181-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 30150, RENO, NEVADA 89520-3150 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009
PAGE 2 OF 3

ANGLE OF 09°27'51"; 5) NORTH 80°40'08" WEST, 44.51 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, 6) NORTHWESTERLY ALONG SAID CURVE, 4.98 FEET THROUGH A CENTRAL ANGLE OF 09°27'51"; 7) SOUTH 89°52'01" WEST, 125.84 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; 8) SOUTHWESTERLY ALONG SAID CURVE, 5.22 FEET THROUGH A CENTRAL ANGLE OF 09°58'09"; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 00°12'40" WEST, 40.93 FEET; THENCE NORTH 88°02'57" EAST, 262.90 FEET; THENCE NORTH 23°03'40" EAST, 114.67 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 16,861 SQUARE FEET.

BASIS OF BEARINGS:

NORTH 00°01'49" EAST BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MEASURED IN THE NEVADA EAST ZONE (2701) STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83).

END OF LAND DESCRIPTION.

NOTE: THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

CORBIN L. VAN NEST, PLS
STATE OF NEVADA NO. 14349
FOR AND AT THE INSTANCE OF NV ENERGY



PROJECT:
PROJECT NEON
APN: 139-33-202-009
EXHIBIT A

SEC. 33 T.20 S., R.91 E.
SURVEYOR: GRSB
DRAWN BY: CV

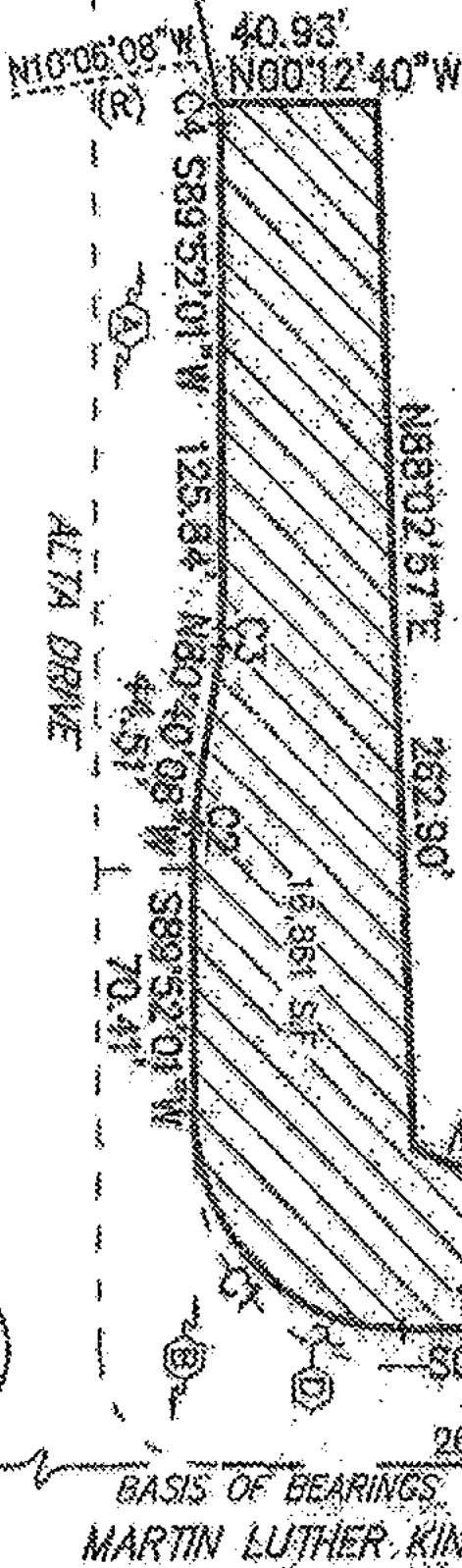
CHECKED BY:

PROJECT ID: LR697NLR2

EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION

DATE: 20 NOV. 14 PAGE: 3 OF 3

- OFFICIAL RECORDS
- (A) 20090826:02169
 - (B) 20090826:02170
 - (C) 20090826:02171
 - (D) 20090826:02172



CURVE	A	RADIUS	LENGTH	TANGENT
C1	89°50'12"	54.80'	34.67'	53.85'
C2	09°27'51"	20.00'	3.30'	1.66'
C3	09°27'51"	30.00'	4.96'	2.48'
C4	09°58'09"	30.00'	5.22'	2.62'

LINE	BEARING	DISTANCE
L1	N89°58'11"W	34.650'

APN: 139-33-202-009
BOOK 20090826
INSTRUMENT NO. 01863

NORTH
NOT TO SCALE

POINT OF BEGINNING

C 1/4
33

POINT OF COMMENCEMENT

M 1/16
33

BASIS OF BEARINGS
MARTIN LUTHER KING BOULEVARD

Exhibit B

Situate in the City of Las Vegas, County of Clark, State of Nevada is that portion of the Northwest Quarter (NW ¼) of Section 33, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, described as follows:

That parcel of land as described in Grant Bargain and Sale Deed recorded September 2, 2009 in Book 20090902, as Instrument No. 01863, Official Records, Clark County, Nevada.

EXHIBIT "2"

EXHIBIT "2"

APN: 139-33-202-009

TEMPORARY CONSTRUCTION EASEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy and its successors and assigns ("NV Energy"), for use by them and their employees and contractors, hereby acquire a temporary right and easement on the real property situated in Clark County, Nevada, identified on Exhibit "A" hereto, and commonly known as APN 139-33-202-009 (the "Property"):

1. to use and restore an area approximately one hundred (100) feet by one hundred eighty-one (181) feet and one hundred eleven (111) feet by one hundred eighty-one (181) feet for construction staging (including but not limited to parking vehicles and storing materials), pulling cable, and wire tensioning in the location identified on Exhibit "B" hereto ("Temporary Easement Area");
2. to perform final cleanup of and restore to its before condition the Temporary Easement Area;
3. except as described below, for the unrestricted passage of vehicles and pedestrians within, on, over and across the Temporary Easement Area; and
4. except as described below, for the unrestricted, continuous access of vehicles and pedestrians along and through the Property to the Temporary Easement Area, for the ingress of vehicles and pedestrians to the Temporary Easement Area from the Property, and for the egress of vehicles and pedestrians from the Temporary Easement Area over the Property.

Additional Terms of Temporary Construction Easement

1. NV Energy has the right to remove or clear any and all materials, trees, brush, debris, signs, and any other obstruction from the Temporary Easement Area that in NV Energy's reasonable judgment may interfere with or endanger NV Energy's use of or activities on the Temporary Easement Area.
2. After NV Energy obtains occupancy of the Temporary Easement Area pursuant to NRS Chapter 37, NV Energy will be responsible for any damages, proximately caused by NV Energy's negligent use of or activities on the Temporary Easement Area, to any tangible, personal property or improvements owned by the property owner and located on or adjacent to the Temporary Easement Area prior to the date that NV Energy obtains occupancy of the Temporary Easement Area pursuant to NRS Chapter 37. NV Energy further agrees that, if NV Energy performs work that damages the Temporary Easement Area, NV Energy will restore the Temporary Easement Area to as close to its before condition as is commercially reasonable as soon as is practicable upon completion of the construction activities, even if such construction activities conclude before the expiration of the term of the Temporary Construction Easement.

3. The Temporary Easement Area is roughly bisected by a curved driveway leading from Alta Drive on the South toward the building to the North and parking garage to the Northwest (the "Driveway"). Along the eastern edge of the Driveway, separated by a strip of landscaping, is a sidewalk (the "Sidewalk"). The Driveway and Sidewalk are highlighted on the map attached hereto as Exhibit "C". NV Energy shall, throughout the duration of the Temporary Construction Easement, keep the Driveway and Sidewalk continuously open and free from obstruction, so that vehicles and pedestrians can pass through the Driveway and Sidewalk in the ordinary course, except as follows:
 - a. NV Energy may intermittently close the Driveway and Sidewalk to vehicular and pedestrian traffic as is necessary for safety purposes for a period not to exceed a total of 15 days (which may be non-consecutive) in duration (the "Wire Pulling Period"), during which NV Energy is pulling wires through either of the two poles being erected on the perpetual easement that NV Energy is acquiring contemporaneously herewith ("Perpetual Easement"). The location of the Perpetual Easement is shown in Exhibit "1" attached to NV Energy's Verified Complaint in Eminent Domain filed May 10, 2013, a copy of which is attached hereto as Exhibit "D". The approximate location of the poles are shown on page 96 of the March 11, 2013, Summary Appraisal Report by Glenn Anderson provided by NV Energy, which page is attached hereto as Exhibit "E".
 - b. The intermittent closures allowed in the preceding paragraph shall not last for more than 30 minutes per hour during Peak Hours. Peak Hours include the following times: Monday thru Friday from 6:30 a.m. to 8:30 a.m., 11:00 a.m. to 1:00 p.m., and 3:30 p.m. to 5:00 p.m. During such intermittent closures, NV Energy shall provide safety personnel to notify vehicles and pedestrians of the closures, and to keep them at a safe distance.
 - c. In cases of emergency, such as a need for the Las Vegas Metropolitan Police Department to mobilize police personnel and utilize the Driveway during such an intermittent closure, NV Energy shall suspend its wire pulling operations as soon as can safely be accomplished so as to be able to allow passage of vehicles through the Driveway.
4. The northernmost edge of the Temporary Easement Area overlaps a drive area whereby vehicles pass between the building and the row of parking to the south (the "Drive Area"). The Drive Area is highlighted on Exhibit "F", attached hereto. Except during the Wire Pulling Period, NV Energy shall, throughout the duration of the Temporary Construction Easement, keep the Drive Area continuously open and free from obstruction, so that

vehicles and pedestrians can pass through the Drive Area in the ordinary course.

5. At any time during the Temporary Construction Easement when NV Energy has any heavy vehicles or heavy equipment on the Property, whether or not within the Temporary Easement Area or the Perpetual Easement, NV Energy shall not leave such vehicles or equipment unattended, and shall provide reasonable security measures to prevent such vehicles from being used by unauthorized persons.

This Temporary Construction Easement terminates on June 30, 2015, and, upon termination, has no further effect.

EXHIBIT "A"

EXHIBIT "A"

Exhibit A

The above referred to parcel of land, situate in the City of Las Vegas, County of Clark, State of Nevada, is that portion of the Northwest Quarter (NW ¼) of Section 33, Township 20 South, Range 61 East, M.D.M., Nevada, described as follows:

That parcel of land as described in Grant Bargain and Sale Deed recorded September 2, 2009 in Book 20090902, as Instrument No. 01863, Official Records, Clark County, Nevada.

EXHIBIT "B"

EXHIBIT "B"



EXHIBIT B

PROJECT ID: LR697NJR2
PROJECT NEON
APN: 139-33-202-009-TE
15 JANUARY, 2012
PREPARED BY: CV
CHECKED BY: SD
PAGE 1 OF 3



LAND DESCRIPTION:

A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN "GRANT BARGAIN AND SALE DEED" RECORDED SEPTEMBER 2, 2009 IN BOOK 20090992 AS INSTRUMENT NO. 01883 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH 89°52'01" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 522.43 FEET; THENCE NORTH 00°07'59" WEST, DEPARTING SAID SOUTH LINE, 100.84 FEET TO THE SOUTHWEST CORNER OF SAID LAND, SAME BEING THE POINT OF BEGINNING; THENCE NORTH 09°07'59" WEST ALONG THE WEST LINE OF SAID LAND, 111.74 FEET; THENCE NORTH 89°52'01" EAST DEPARTING SAID WEST LINE, 160.97 FEET; THENCE NORTH 00°07'59" WEST 125.32 FEET; THENCE NORTH 89°52'01" EAST 100.00 FEET; THENCE SOUTH 00°07'59" EAST 181.98 FEET; THENCE SOUTH 88°02'57" WEST 80.25 FEET; THENCE SOUTH 00°12'40" EAST 40.93 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID LAND, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; A RADIAL LINE TO SAID BEGINNING BEARS NORTH 10°08'08" WEST; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING THREE (3) COURSES: 1) SOUTHWESTERLY 1.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°03'32"; 2) SOUTH 77°50'20" WEST 39.69 FEET; 3) SOUTH 88°35'42" WEST, 140.97 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

R.O. BOX 90710, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
R.O. BOX 30150, RENO, NEVADA 89520-3150 6100 NEIL ROAD, RENO, NEVADA 89511 nveenergy.com

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009-TE
PAGE 2 OF 3

CONTAINING 36,863 SQUARE FEET.

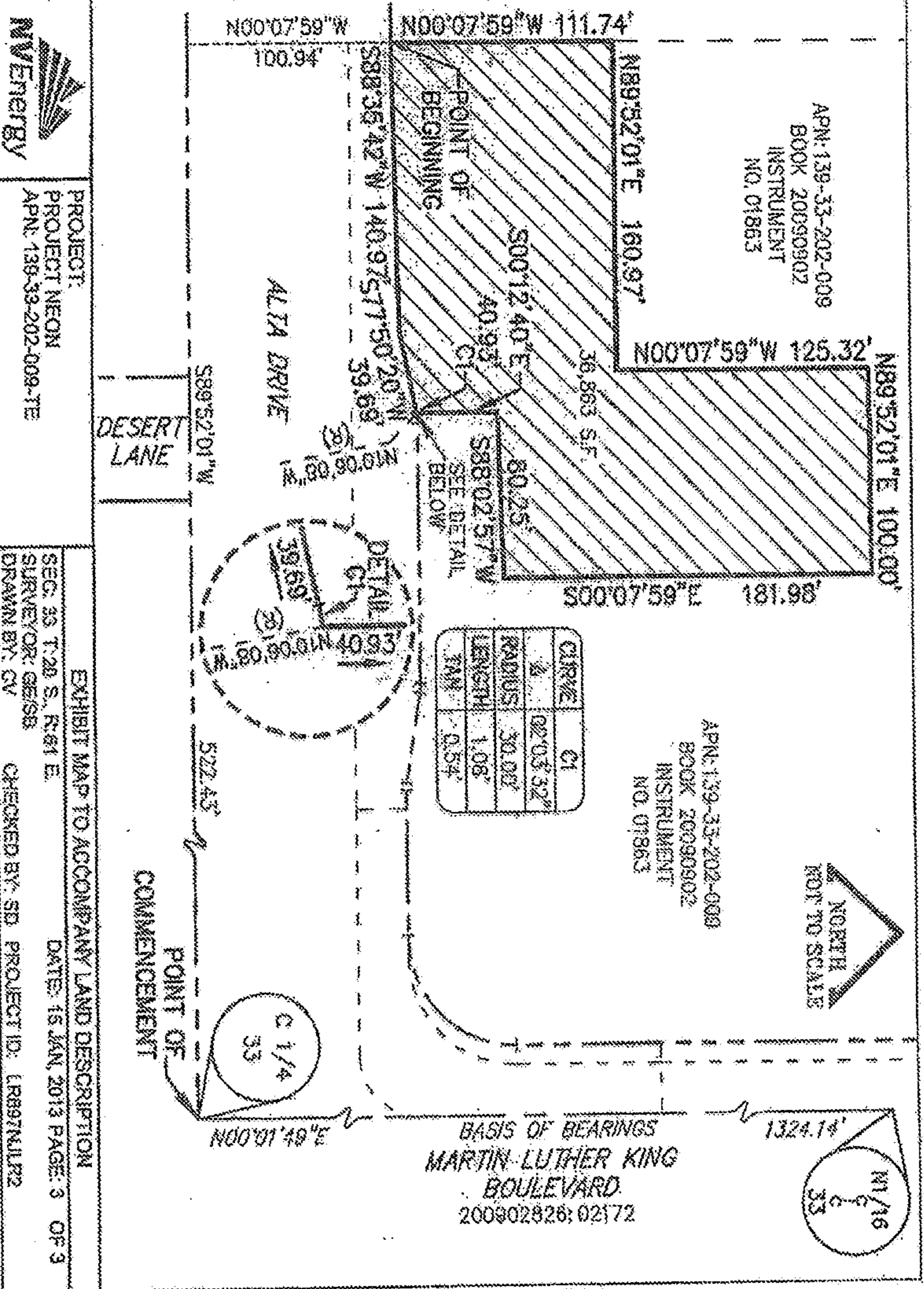
BASIS OF BEARINGS:

NORTH 00°01'48" EAST BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MEASURED IN THE NEVADA EAST ZONE (2701) STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83).

END OF LAND DESCRIPTION.

NOTE: THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

CORBIN L. VAN NEST, PLS
STATE OF NEVADA NO. 14349
FOR AND AT THE INSTANCE OF NV ENERGY



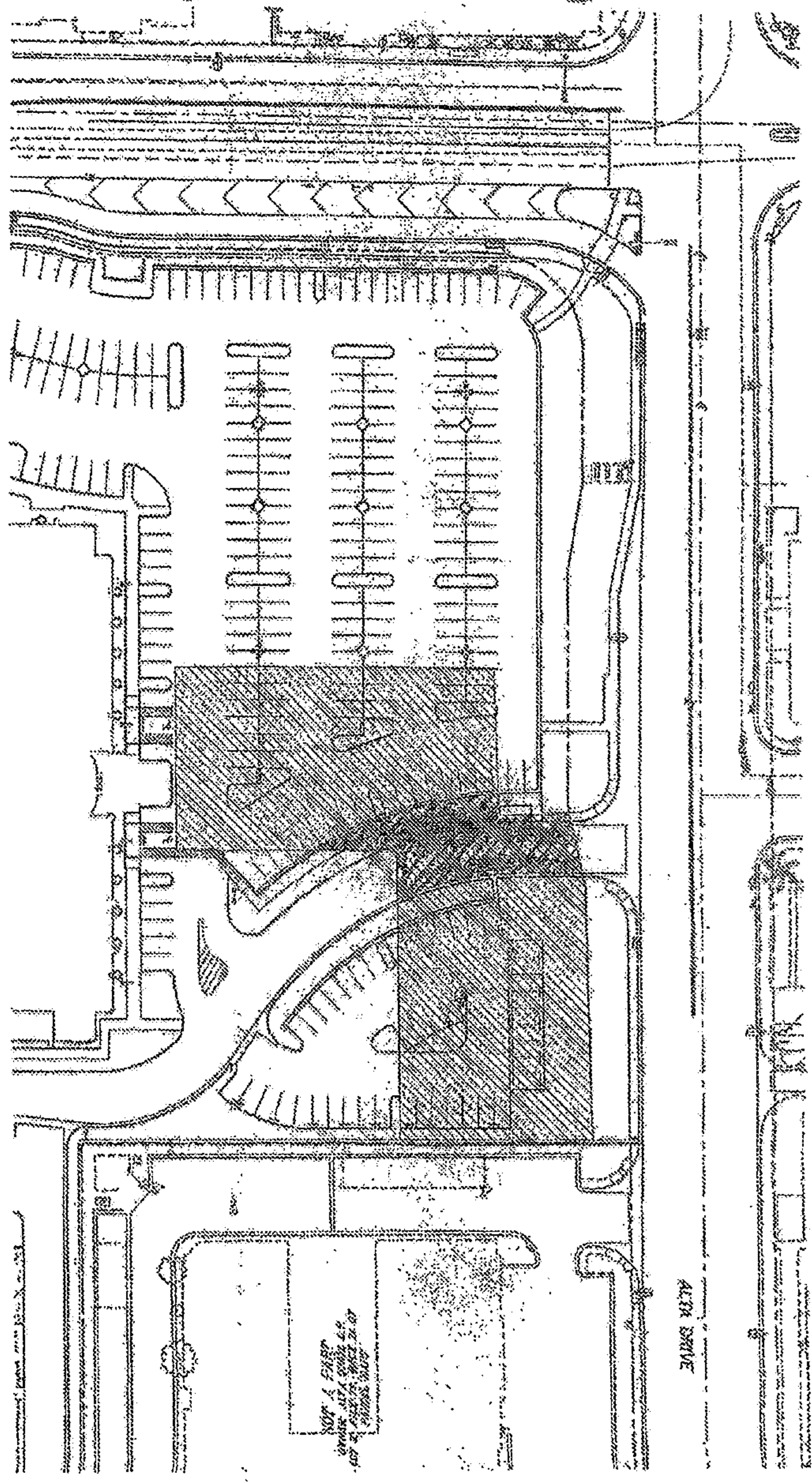
PROJECT:
 PROJECT NEON
 APN: 139-33-202-009-1E

SEC. 36 T. 20 S., R. 61 E.
 SURVEYOR: GE/SB
 DRAWN BY: CV

EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION
 DATE: 15 JAN 2013 PAGE: 3 OF 3
 CHECKED BY: SD PROJECT ID: LR89TALUR2

EXHIBIT "C"

EXHIBIT "C"



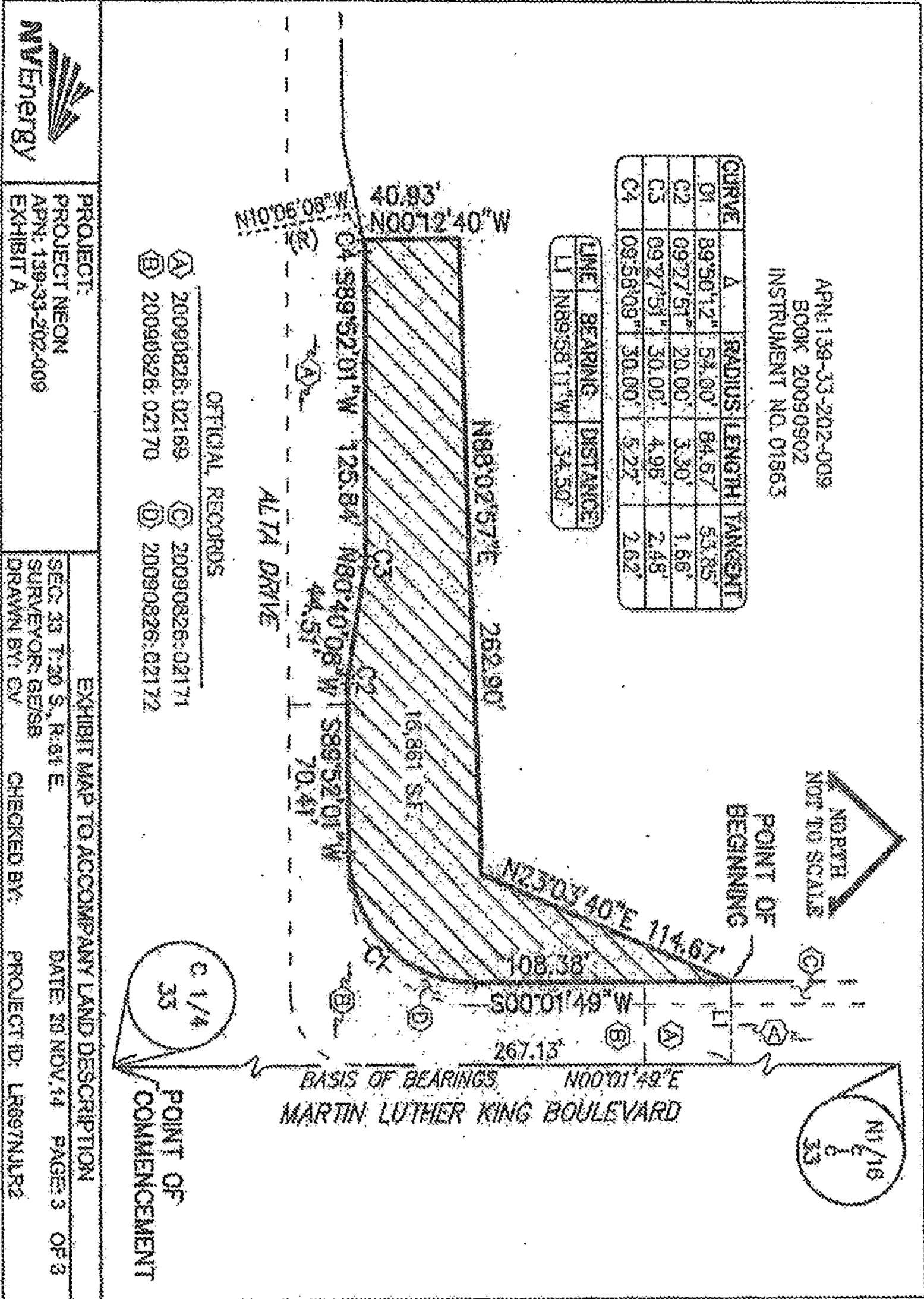
NOT TO SCALE
 ALL DIMENSIONS
 TO BE CHECKED
 ON THE GROUND
 BY THE CONTRACTOR

ALMA DRIVE

Ex 2

EXHIBIT "D"

EXHIBIT "D"



APN: 139-33-202-009
 BOOK 20090902
 INSTRUMENT NO. 01863

CURVE	A	RADIUS	LENGTH	TANGENT
C1	89°50'12"	54.00'	84.67'	53.85'
C2	09°27'51"	20.00'	3.30'	1.66'
C3	09°27'51"	30.00'	4.98'	2.48'
C4	09°58'09"	30.00'	5.27'	2.62'

LINE	BEARING	DISTANCE
L1	N89°58'11"W	34.50'

OFFICIAL RECORDS

- (A) 20090826: 02169
- (B) 20090826: 02170
- (C) 20090826: 02171
- (D) 20090826: 02172

NVEnergy

PROJECT: PROJECT NEON
 APN: 139-33-202-009
 EXHIBIT A

EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION
 SEC. 33 T. 30 S., R. 61 E.
 SURVEYOR: GEISS
 DRAWN BY: CV

CHECKED BY: PROJECT ID: LR67NLR2

DATE: 30 NOV. 14 PAGE: 3 OF 3

C 1/4
33

N 1/4
33

POINT OF COMMENCEMENT

POINT OF BEGINNING

NORTH
NOT TO SCALE

BASIS OF BEARINGS
 MARTIN LUTHER KING BOULEVARD

ALTA DRIVE

EXHIBIT "E"

EXHIBIT "E"

Pole Placement Map:

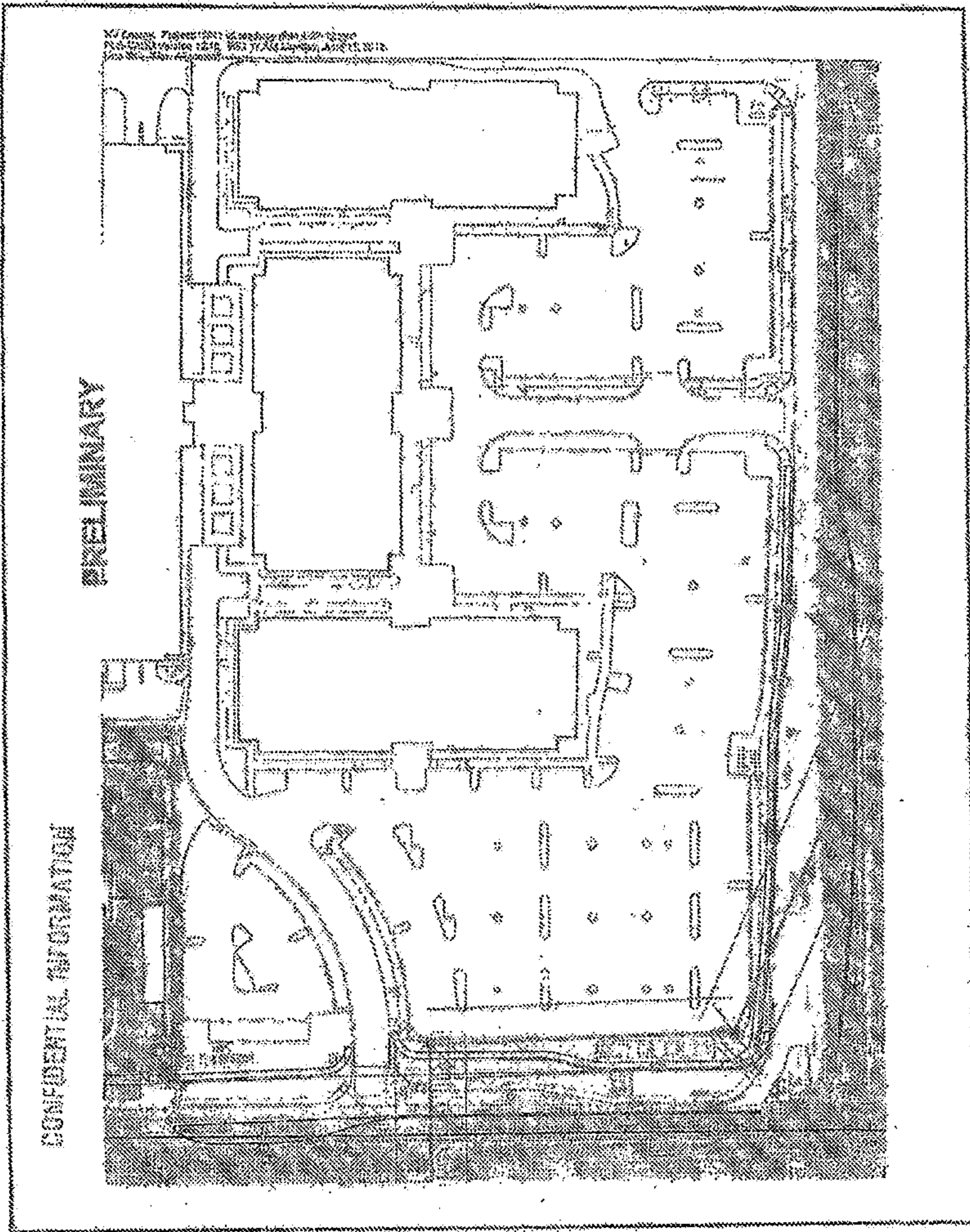
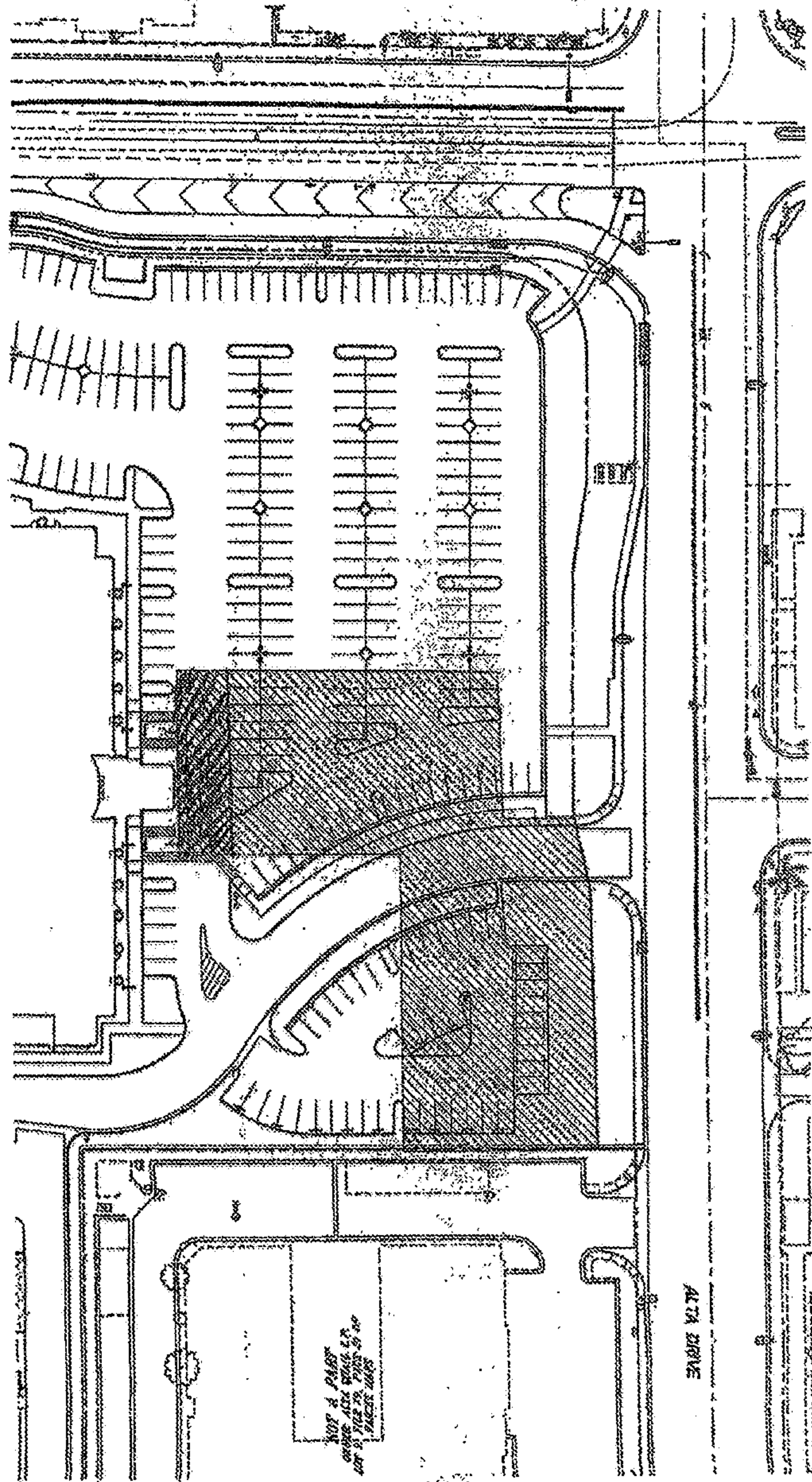


EXHIBIT "F"

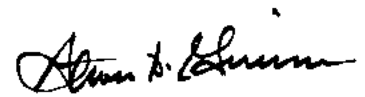
EXHIBIT "F"



NOT A PART
 OF THE
 RECORD
 OF THE
 CITY OF
 LOS ANGELES

ALTA DRIVE

Ex. 2



CLERK OF THE COURT

1 **OPPM**
2 STEVEN B. WOLFSON
3 District Attorney
4 **CIVIL DIVISION**
5 State Bar No. 1565
6 By: **LESLIE A. NIELSEN**
7 Deputy District Attorney
8 State Bar No. 2764
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10 P. O. Box 552215
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14 E-Mail: Leslie.Nielsen@ClarkCountyDA.com
15 Attorneys for Defendant **Clark County**

10 DISTRICT COURT

11 CLARK COUNTY, NEVADA

12
13 NEVADA POWER COMPANY, a Nevada
14 corporation d/b/a NV ENERGY,

15 Plaintiff,

Case No.: A-13-681632-C

Dept. No.: 28

16 vs.

17 HQ METRO, LLC, an Arizona Limited
18 liability company; et al.;

19 Defendants.

20 **DEFENDANT CLARK COUNTY'S OPPOSITION TO HQ METRO, LLC'S**
21 **MOTION FOR APPORTIONMENT OF FUNDS**

22 Date of Hearing: October 25, 2016

Time of Hearing: 9:00 a.m.

23 Defendant, CLARK COUNTY, by and through its attorney, STEVEN B. WOLFSON,
24 District Attorney, by LESLIE A. NIELSEN, Deputy District Attorney, submits this memorandum of
25 points and authorities in opposition to Defendant HQ Metro, LLC's Motion for Apportionment of
26 Funds Pursuant to NRS 37.115 and February 25, 2016 Court Order ("Apportionment Motion").

27 This Opposition is based upon all of the papers and pleadings on file herein, including the
28 motion papers filed herein by Clark County on January 13, 2016 and February 11, 2016

1 (incorporated hereby by reference), the attached Memorandum of Points and Authorities, together
2 with such other and further evidence and arguments as may be presented and considered by this
3 Court at the hearing on the motion.

4 DATED this 4th day of October, 2016.

5 STEVEN B. WOLFSON
6 DISTRICT ATTORNEY

7 By: Leslie A. Nielsen

8 LESLIE A. NIELSEN

9 District Attorney

10 Nevada Bar No. 2764

11 500 South Grand Central Pkwy, 5th Flr.

12 P. O. Box 552215

13 Las Vegas, Nevada 89155-2215

14 Attorneys for Defendant Clark County

15 **MEMORANDUM OF POINTS AND AUTHORITIES**

16 I.

17 **FACTS**

18 As established in motion papers previously filed in this case, Clark County purchased the Las
19 Vegas Metropolitan Police Headquarters located at 400 South Martin Luther King Boulevard, Las
20 Vegas, Nevada ("Property") on October 28, 2014,¹ over two months before NV Energy began
21 construction of its transmission line project on the Property.²

22 Clark County paid \$205,000,000 for the Property based, in part, on a 2013 appraisal prepared
23 for HQ Metro, LLC by Tio S. DiFederico, MAI, which made no reference to, *nor deduction for*, the
24 construction of the transmission line and acquisition of the necessary easements by NV Energy on
25 the Property.³ Neither the agreement for purchase of the Property dated September 2, 2014 nor the
26 Grant, Bargain and Sale Deed conveying the Property to Clark County contains any mention of who
27 is entitled to the compensation due on account of the transmission line project in this condemnation

28 ¹ See Tarr Declaration and exhibits filed herein on January 13, 2016, with the County's Opposition to Defendant
Landowners' Motion for Summary Judgment and Counter-motion for Partial Summary Judgment and Application for
Withdrawal of Funds Deposited for the Permanent Easement ("County's Opposition and Counter-motion").

² See Thom Declaration attached as Exhibit A to Plaintiff Nevada Power Company's limited opposition filed herein on
February 2, 2016. According to Thom's unrefuted declaration, "NV Energy started construction of its facilities on
January 8, 2015, and concluded construction . . . on May 11, 2015."

³ See Tarr Declaration, *supra*, and Exhibit A-4.

1 case.⁴ Later in 2014, Mr. DiFederico prepared another appraisal report concluding the compensation
2 due to HQ Metro, LLC for the transmission line easements and severance damages to the remainder
3 was \$1,517,500.⁵

4 II.

5 ARGUMENT

6 Clark County has previously argued that the Nevada Supreme Court decisions in *Argier v*
7 *Nevada Power Company*, 114 Nev. 137, 141, 952 P.2d 1390, 1393 (1998), and *Buzz Stew, LLC v.*
8 *City of No. Las Vegas*, 131 Nev. Adv. Op. 1, 341 P.3d 646, 650 (2015), require this court to
9 conclude the right to compensation vested on January 8, 2015, when NV Energy physically occupied
10 the Property to construct the transmission line and when Clark County was the fee owner.

11 **A. NV ENERGY HAD THE RIGHT TO ABANDON THE PROCEEDINGS AFTER** 12 **ENTRY OF THE OCCUPANCY ORDER, SO THE RIGHT TO COMPENSATION** 13 **VESTED WHEN NV ENERGY CONSTRUCTED ITS PROJECT AND** 14 **ABANDONMENT WAS NO LONGER POSSIBLE**

15 Although Clark County still asserts *Argier* requires physical occupation rather than the mere
16 entry of an occupancy order to establish the *punctum temporis*⁶ of the taking, there are multiple
17 cases from other jurisdictions providing additional rationale for ruling in Clark County's favor. In
18 *Bank of America v. City of Glendale*, 4 Cal. 2d 477, 487, 50 P.2d 1035, 1039 (1935), the California
19 Supreme Court reasoned that an interlocutory decree (similar to this court's occupancy order) was
20 not determinative in establishing who was entitled to a condemnation award, because the City of
21 Glendale had the right to abandon the action after entry of the interlocutory decree. In ruling in
22 favor of the purchaser of the property, the Court stated,

23 The deeds under which the City of Glendale justifies its payment of said award to [the
24 purchaser] . . . were all executed after the date of said interlocutory judgment and
25 long prior to payment of said award and during the time when the city could have
26 voluntarily abandoned said proceedings and dismissed the condemnation action.
None of said deeds, as we have seen, contained any reservation of or any reference to
said award. The law seems to be well settled, at least outside of this state, that a deed

27 ⁴ See Tarr Declaration, *supra*, paragraph 10, Exhibits A-5 and A-6.

28 ⁵ See DiFederico Appraisal dated November 14, 2014 attached as Exhibit B to the County's Opposition and
Countermotion filed on January 13, 2016.

⁶ Defined by the Court in a footnote as "A point of time; an indivisible period of time, the shortest space of time, an
instant." Black's Law Dictionary (4th ed. 1951).

1 executed under those conditions conveys and transfers to the purchaser the right to
2 the award.

3 4 Cal. 2d at 482, 50 P.2d at 1037.

4 The Washington Supreme Court came to a similar conclusion ruling in favor of the
5 purchaser in *In re Twelfth Ave. South*, 74 Wash. 132, 133, 132 P. 868, 869 (1913). In that case, the
6 conveyance was made after the verdict and before payment into court of the compensation due for
7 damages to land by the regrade of certain streets by the city of Seattle. *Id.* In addition to relying on
8 the point at which abandonment was still possible, as in *Bank of America*, the Court emphasized
9 there was no discount in the purchase price due to the taking, stating,

10 In the absence of any reservation in the deed of conveyance to the contrary, or of
11 facts showing estoppel or other contravening equity, *such as payment of a less price*
12 *by reason of the pending condemnation proceeding*, the person owning the land at the
13 time the right to take or damage it became irrevocable in the city should be entitled to
14 the compensation for such damage. Prior to that time, both the right to take or
15 damage and the obligation to pay for that right are inchoate, uncertain and contingent,
16 and may never mature. An abandonment of the condemnation by the city would
17 defeat the one and abort the other. Where the conveyance of the land pending
18 condemnation is by deed without reservation, the only certain and just rule is that the
19 money to be paid for the right to take or damage the property shall be paid to the
20 person or persons owning the property or having an interest therein at the time when
21 the condemnation has reached that point of completion where it is not subject to
22 abandonment, and when the right to the compensation becomes an enforceable
23 demand against the condemner.

24 (Emphasis added) *Id.* These cases are persuasive, because Nevada condemners similarly have the
25 statutory right to abandon the proceedings “at any time after filing the complaint and before the
26 expiration of 30 days after final judgment by serving on defendant and filing in court a written
27 notice of abandonment. . . .” NRS 37.180(1). Here, NV Energy would be entitled to abandon the
28 proceedings any time after entry of the occupancy order, but not after construction of the project,
 when Clark County’s right to compensation had vested.

 In *Griffith v. Drainage District*, 182 Iowa 1291, 1295, 166 N.W. 570, 571 (1918), the Iowa
 Supreme Court ruled that the condemnation award belonged to the purchaser, because the drainage
 ditch was constructed after the sale when the condemnor was no longer at liberty to abandon the
 proceedings. *Id.* Additionally, in ruling for the purchaser, the Court was unpersuaded that the

1 award had been subtracted from the purchase price as urged by the seller. 182 Iowa at 1294, 166
2 N.W. at 570.

3 The Minnesota Supreme Court's decision in *Brooks Inv. Co. v. City of Bloomington*, 305
4 Minn. 305, 316, 232 N.W.2d 911, 918 (1975), is also relevant to show the weight of authority
5 favors the party who owned the affected property at the time the condemnor's project is built,
6 particularly if the sale price reflects a discount due to the project.

7 In *Lafontaine's Heirs v. Lafontaine's Heirs*, 205 Md. 311, 324, 107 A.2d 653, 658 (Cl. App.
8 Md. 1953), the Court remanded the case for a determination of which party owned the property at
9 the time the road was constructed across the affected property. Again, the Court relied on whether
10 title had passed before or after the condemnor lost the right to abandon the proceedings. 205 Md. at
11 322, 107 A.2d at 657.

12 CONCLUSION

13 Clark County has shown that the weight of authority requires a ruling in this case that when
14 property is conveyed while the condemnor still has the right to abandon its project, it is the party
15 who owned the property when the project is constructed or when final payment is made and there is
16 no longer a right to abandon the condemnation proceedings.

17 HQ Metro, LLC has never argued that the \$205,000,000 purchase price paid by Clark
18 County was discounted due to the taking by NV Energy. On the contrary, when DiFederico
19 appraised the Property for HQ Metro, LLC in 2013, he concluded the Property was valued at
20 \$225,000,000, without any mention of, or reduction by, the \$1,517,500 compensation he concluded
21 in 2014 was due for the taking in this case. As shown above in *In re Twelfth Ave. South, Griffith*,
22 and *La Fontaine's Heirs*, this Court should also evaluate the transaction's terms to determine
23 whether one party is receiving a windfall and the other party is suffering a loss. See *Argier*, 114
24 Nev. at 140, 952 P.2d at 1392.

25 ///

26 ///

27 ///

28 ///

1 Clark County respectfully requests that this Court enter an order apportioning the remaining
2 award of \$775,000 under NRS 37.115 to Clark County.

3 DATED this 4th day of October, 2016.

4 STEVEN B. WOLFSON
5 DISTRICT ATTORNEY

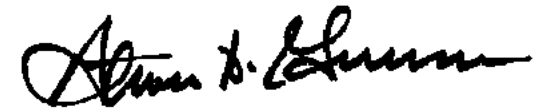
6 By: Leslie A. Nielsen
7 LESLIE A. NIELSEN
8 District Attorney
9 Nevada Bar No. 2764
10 500 South Grand Central Pkwy, 5th Flr.
11 P. O. Box 552215
12 Las Vegas, Nevada 89155-2215
13 Attorneys for Defendant Clark County

14 **CERTIFICATE OF SERVICE**

15 I hereby certify that I am an employee of the Office of the Clark County District Attorney
16 and that on this 4th day of October, 2016, I served a true and correct copy of the foregoing
17 **DEFENDANT CLARK COUNTY'S OPPOSITION TO HQ METRO, LLC'S MOTION FOR**
18 **APPORTIONMENT OF FUNDS** by:

ATTORNEYS OF RECORD	PARTIES REPRESENTED	SERVICE METHOD
Brian C. Padgett, Esq. Law Offices of Brian C. Padgett 611 South Sixth Street Las Vegas, NV 89101	<i>Defendant HQ Metro, LLC</i>	<input checked="" type="checkbox"/> Witness <input type="checkbox"/> Fax Service <input type="checkbox"/> Mail Service <input type="checkbox"/> Personal Service (ROC)

19
20
21
22 Leslie A. Nielsen
23 An Employee of the Clark County District
24 Attorney's Office -- Civil Division
25
26
27
28



CLERK OF THE COURT

1 **RPLY**
2 **LAW OFFICES OF BRIAN C. PADGETT**
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4 Amy L. Sugden, Bar No. 9983
5 Jeremy B. Duke, Bar No. 13110
6 611 South Sixth Street
7 Las Vegas, Nevada 89101
8 Telephone: (702) 304-0123
9 Facsimile: (702) 368-0123

10 *Attorneys for Defendants HQ Metro, LLC*
11 *Project Alta, LLC, Project Alta II, LLC,*
12 *Project Alta III, LLC, Project Alta*
13 *Liquidating Trust U/A/D 12/31/09*

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

16 NEVADA POWER COMPANY, a Nevada corporation)
17 d/b/a NV ENERGY,)

18 Plaintiff)

19 vs.)

20 HQ METRO, LLC, an Arizona limited liability company;)
21 LAS VEGAS METROPOLITAN POLICE)
22 DEPARTMENT, a metropolitan police department;)
23 PROJECT ALTA, LLC, a Nevada limited liability)
24 company; PROJECT ALTA II, LLC, a Nevada limited)
25 liability company; PROJECT ALTA III, LLC, a Nevada)
26 limited liability company; PROJECT ALTA)
27 LIQUIDATING TRUST U/A/D 12/31/09, by and)
28 through MARK L. FINE & ASSOCIATES, a Nevada)
corporation, individually and as Trustee; WELLS)
FARGO BANK, NATIONAL ASSOCIATION, a)
Delaware corporation; NEVADA TITLE COMPANY, a)
Nevada corporation; CENTRAL TELEPHONE)
COMPANY, a Delaware corporation; COX)
COMMUNICATIONS LAS VEGAS, INC., a Delaware)
corporation; LAS VEGAS VALLEY WATER)
DISTRICT, a quasi-municipal corporation; CITY OF)
LAS VEGAS, a municipal corporation; CLARK)
COUNTY, a political subdivision of the State of Nevada;)
all other persons unknown claiming any right, title,)
estate, lien or interest in the real property described in the)
Complaint; DOES I through X; and ROE)
CORPORATIONS XI through XX, inclusive)

Defendants.

Case No.: A-13-681632-C

Dept. No.: XXVIII

**DEFENDANT HQ METRO, LLC'S
REPLY TO MOTION FOR
APPORTIONMENT OF FUNDS
PURSUANT TO NRS 37.115 AND
FEBRUARY 25, 2016 COURT ORDER**

Date of Hearing: October 25, 2016

Time of Hearing: 9:00 a.m.

LAW OFFICES OF BRIAN C. PADGETT
611 SOUTH 6TH STREET
LAS VEGAS, NEVADA 89101
PHONE (702) 304-0123
FACSIMILE (702) 368-0123

1 **DEFENDANT HQ METRO, LLC’S REPLY TO MOTION FOR APPORTIONMENT OF**
2 **FUNDS PURSUANT TO NRS 37.115 AND FEBRUARY 25, 2016 COURT ORDER**

3 Clark County’s Opposition to Defendant HQ Metro, LLC’s Motion for Apportionment of
4 Funds Pursuant to NRS 37.115 and February 25, 2016 Court Order (“Motion”) is nothing but an
5 untimely motion for reconsideration of this Court’s prior ruling as to whom is entitled to the
6 remaining proceeds in this case. For this reason alone, the Court should summarily dismiss Clark
7 County’s Opposition and grant the Landowner’s Motion.
8

9 Moreover, Clark County sets forth the same argument it did previously in trying to
10 convince this Court that it is entitled to the remaining proceeds at issue, and not the Landowner
11 who held title to the Property both at the time NV Energy initiated this action and at the time NV
12 Energy acquired the legal right to occupy, possess, and enter the Property for purposes of
13 constructing the improvements at issue in this case. As such, Clark County has nothing new to
14 offer this Court for reconsideration, even if it were so inclined to review its prior decision.
15

16 **A. Motions for Reconsideration**

17 Rule 2.24 of the Rules of Practice for the Eighth Judicial District Court permits the
18 rehearing of a motion that was heard and ruled upon. See EDCR 2.24. Specifically, “[a] party
19 seeking reconsideration of a ruling of the court . . . must file a motion for such relief within 10
20 days after service of written notice of the order or judgment[.]” EDCR 2.24(b).
21

22 As the Court provided written notice of its order on February 25, 2016, the County’s
23 request for this Court to reconsider its prior ruling is untimely. The County notably did not file
24 any prior motion for reconsideration of this Court’s order, which specifically stated that the
25 Landowner is entitled to the compensation at issue as it was “the owner of the subject property at
26 the time of the initiation of the permanent easement in October 2013; not Clark County who
27
28

1 purchased it in 2015”. Therefore, the County cannot ask this Court to reconsider its prior ruling
2 on this point – nor should this Court entertain any such request.

3 **B. Clark County Presents No New Valid Arguments for this Court to Reconsider its**
4 **Prior Ruling that the Landowner is Entitled to the Compensation at Issue**

5 Clark County maintains its position that ownership of condemnation proceeds is to be
6 awarded to the legal title holder of the property at the time that *construction* of a public project
7 begins (versus it vesting when the condemnor acquires the right legal to enter and occupy the
8 property). See Clark County’s Opposition, p. 3, lines 6-10. This same argument was set forth and
9 argued in Clark County’s Opposition to Landowner’s Motion for Summary Judgment and
10 Countermotion for Partial Summary Judgment an Application for Withdrawal of Funds Deposited
11 for the Permanent Easement, (“Prior Motion”), which is incorporated into the County’s Opposition
12 and on file with the Court herein. Specifically, Clark County argued in its Prior Motion that “the
13 compensation in this case vested in Clark County who owned the Property when NV Energy
14 entered the Property.” Id. at p. 7, lines 12-13.

15
16 This Court, however, already found the County’s argument to be in contravention of Nevada
17 law and therefore rejected it. By appropriately applying Argier v. Nevada Power Company, 952
18 P.2d 1390, 114 Nev. 137 (1998), this Court found that the vesting of the right to condemnation
19 proceeds occurred when NV Energy acquired possession of the Property (and was required to
20 deposit the funds for the same) in October 2013, when the Landowner owned the Property. See
21 Exhibit “1” to Motion, p. 2, lines 10-13.

22
23 Clark County, in a last ditch effort to convince this Court it erred previously, tries to expand
24 upon its prior legal theory by *now* arguing that, in addition to Argier, there is other case law from
25 other jurisdictions to consider. The County shifts away from its prior position that vesting occurred
26 with the initiation of construction, and instead argues that the point in time in which a condemnor
27

28

1 can no longer abandon condemnation proceedings is the trigger point for this Court to consider.
2 Not only does this sidestep its prior argument this Court was asked to rely upon, but the argument
3 itself is flawed.

4 Under Clark County's *new* rationale, the point in time in which the condemnation proceeds
5 vest with a property owner is when construction begins because this is when abandonment of the
6 proceedings is no longer possible. See Clark County's Opposition, p. 3-5. Clark County then sets
7 forth the proposition, with no legal citation, that NV Energy could not have abandoned the
8 proceedings after construction began. Id. at p. 4, lines 22-23. Once again, the County is
9 misapplying the law. As NRS 37.180(1) clearly states:

11 The plaintiff **may abandon the proceedings at any time after**
12 **filing the complaint and before the expiration of 30 days after**
13 **final judgment** by serving on defendants and filing in court a
written notice of abandonment.

14 NRS 37.180(1)(emphasis added).

15 Therefore, NV Energy could clearly have abandoned the proceedings after construction
16 began – and even up to thirty days after expiration of the final judgment. There is no qualifying
17 or restricting language in NRS 37.180 that states abandonment cannot occur after construction
18 begins. In fact, NRS 37.180(2) explicitly addresses how abandonment can occur after a
19 condemnor has *taken occupancy of the abandoned property* (furthermore, occupancy specifically
20 allows for the construction of the improvements at issue)¹.

22 ///

24 ¹NRS 37.100(2): The plaintiff may move the court or a judge thereof at any time after the commencement
25 of suit, on notice for such time as the court or judge may direct to the defendant if the defendant is a resident
26 of the county or has appeared in the action, otherwise by serving a notice directed to the defendant on the
27 clerk of the court, for an order permitting the plaintiff to occupy the premises sought to be condemned,
or property rights sought, according to its nature.

1 NRS 37.180(2), states “[i]f the plaintiff has been placed in possession of the premises under
2 the provisions of NRS 37.100 or 37.170, the defendant is entitled to all damages arising from that
3 occupancy of the abandoned property. Therefore, despite the County’s statement to this Court
4 otherwise, the condemnor can abandon the proceedings *after* occupancy has been taken and
5 construction has begun. Thus, the determination of when abandonment can or cannot occur has
6 nothing to do with when the right to condemnation proceeds vests, and this Court should not be
7 distracted by such argument.
8

9 Rather, this Court should continue to follow the Nevada Supreme Court and this Court’s
10 own February 25, 2016, ruling that is directly on point in ordering that the owner of the property
11 at the time of the taking is entitled to the just compensation at issue. The owner at the time of NV
12 Energy’s taking is the Landowner, as found by this Court, and therefore, the Landowner is entitled
13 to the remaining funds on deposit. Accordingly, the Landowner respectfully requests that this
14 Court issue its order for apportionment pursuant to NRS 37.115 and its February 25, 2016 Order
15 and immediate disbursement of the remaining funds accordingly.
16

17 DATED this 18th day of October, 2016.
18

19 LAW OFFICES OF BRIAN C. PADGETT
20

21 /s/ Amy L. Sugden

22 Brian C. Padgett
23 Nevada Bar No. 7474
24 Amy L. Sugden
25 Nevada Bar No. 9983
26 Jeremy B. Duke
27 Nevada Bar No. 13110

28 *Attorneys for Defendants HQ Metro, LLC
Project Alta, LLC, Project Alta II, LLC,
Project Alta III, LLC, Project Alta
Liquidating Trust U/A/D 12/31/09*

LAW OFFICES OF BRIAN C. PADGETT
611 SOUTH 6TH STREET
LAS VEGAS, NEVADA 89101
PHONE (702) 304-0123
FACSIMILE (702) 368-0123

CERTIFICATE OF SERVICE

I certify that I am an employee of the Law Offices of Brian C. Padgett, and that I served the foregoing document(s): **DEFENDANT LANDOWNER HQ METRO, LLC'S REPLY TO MOTION FOR APPORTIONMENT OF FUNDS PURSUANT TO NRS 37.115 AND FEBRUARY 25, 2016 COURT ORDER** on the parties set forth below by:

- Placing an original or true copy thereof in a sealed envelope placed for collection and mailing the United States mail, at Las Vegas, Nevada, postage prepaid, following ordinary business practices.
- Personal delivery
- Facsimile and/or e-mail
- Federal Express or other overnight delivery
- Odyssey E-File and Serve System

TO: KIRBY C. GRUCHOW, JR., ESQ.
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Nevada Power Company d/b/a NV Energy

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Attorney for Defendant City of Las Vegas

LESLIE A. NIELSEN, ESQ.
500 South Grand Central Parkway
Las Vegas, Nevada 89155
Attorney for Defendant Clark County

Executed this 19th day of October, 2016.

/s/ Ruth Ramos-Ayala
Law Offices of Brian C. Padgett

Alan L. Quinn
CLERK OF THE COURT

ORDR
LAW OFFICES OF BRIAN C. PADGETT
Brian C. Padgett, Nevada Bar No. 7474
Amy L. Sugden, Nevada Bar No. 9983
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*Attorneys for Defendants HQ Metro, LLC
Project Alta, LLC, Project Alta II, LLC,
Project Alta III, LLC, Project Alta
Liquidating Trust U/A/D 12/31/09*

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

NEVADA POWER COMPANY, a Nevada corporation)
d/b/a NV ENERGY.)

Case No.: A-13-681632-C

Plaintiff)

Dept. No.: XXVIII)

vs.)

**ORDER REGARDING
DEFENDANT HQ METRO, LLC'S
MOTION FOR APPORTIONMENT
OF FUNDS PURSUANT TO NRS
37.115 AND FEBRUARY 25, 2016
COURT ORDER**

HQ METRO, LLC, an Arizona limited liability company;)
LAS VEGAS METROPOLITAN POLICE)
DEPARTMENT, a metropolitan police department;)
PROJECT ALTA, LLC, a Nevada limited liability)
company; PROJECT ALTA II, LLC, a Nevada limited)
liability company; PROJECT ALTA III, LLC, a Nevada)
limited liability company; PROJECT ALTA)
LIQUIDATING TRUST U/A/D 12/31/09, by and)
through MARK L. FINE & ASSOCIATES, a Nevada)
corporation, individually and as Trustee; WELLS)
FARGO BANK, NATIONAL ASSOCIATION, a)
Delaware corporation; NEVADA TITLE COMPANY, a)
Nevada corporation; CENTRAL TELEPHONE)
COMPANY, a Delaware corporation; COX)
COMMUNICATIONS LAS VEGAS, INC., a Delaware)
corporation; LAS VEGAS VALLEY WATER)
DISTRICT, a quasi-municipal corporation; CITY OF)
LAS VEGAS, a municipal corporation; CLARK)
COUNTY, a political subdivision of the State of Nevada;)
all other persons unknown claiming any right, title,)
estate, lien or interest in the real property described in the)
Complaint; DOES 1 through X; and ROE)
CORPORATIONS XI through XX, inclusive)

Defendants.)

LAW OFFICES OF BRIAN C. PADGETT
611 SOUTH 6TH STREET
LAS VEGAS, NEVADA 89101
PHONE (702) 304-0123
FACSIMILE (702) 368-0123

11/16 (28)

**ORDER REGARDING DEFENDANT HQ METRO, LLC'S
MOTION FOR APPORTIONMENT OF FUNDS PURSUANT TO NRS 37.115
AND FEBRUARY 25, 2016 COURT ORDER**

Defendant, HQ METRO, LLC's ("**HQ Metro**") Motion for Apportionment of Funds Pursuant to NRS 37.115 and February 25, 2016 Court Order ("**Motion for Apportionment**") having come before this Court for hearing on October 25, 2016 at 9:00 a.m., and HQ Metro having been represented at said hearing by AMY L SUGDEN, ESQ., of the LAW OFFICES OF BRIAN C. PADGETT, and Defendant, CLARK COUNTY ("**Clark County**") having been represented at said hearing by LESLIE A. NIELSEN, ESQ., of the CLARK COUNTY DISTRICT ATTORNEY'S OFFICE, and the Court having considered the pleadings and papers on file herein, as well as the parties' oral arguments, and good cause appearing:

THE COURT HEREBY FINDS HQ Metro's request to apportion the remaining funds is consistent with this Court's prior February 25, 2016 Court Order.

THE COURT FURTHER FINDS that it will not change its decision regarding partial summary judgment in the February 25, 2016 Court Order and that the decision contained therein STANDS.

IT IS HEREBY ORDERED that HQ Metro's Motion for Apportionment is GRANTED.

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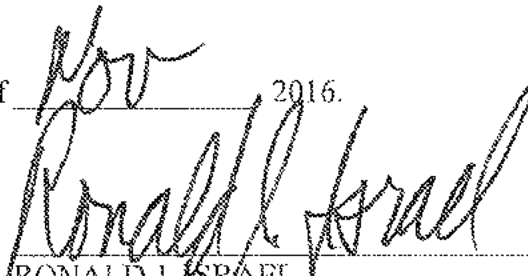
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LAW OFFICES OF BRIAN C. PADGETT
611 SOUTH 6TH STREET
LAS VEGAS, NEVADA 89101
PHONE (702) 304-0123
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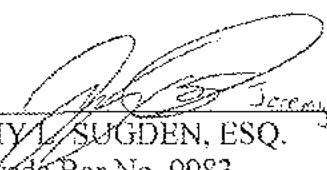
1 IT IS FURTHER ORDERED that the Clerk of the Court shall issue a check, made payable
2 to the "Law Offices of Brian C. Padgett", not later than five (5) days from the issuance of this
3 Order for the remaining Seven Hundred Seventy-Five Thousand Dollars (\$775,000.00) on deposit
4 with the Clerk of the Court, along with any interest accrued while on deposit.
5

6
7 IT IS SO ORDERED this 8 day of Nov 2016.

8
9
10 
11 RONALD J. ISRAEL
12 DISTRICT COURT JUDGE
13 A-B-681632-C EB

14 **Prepared and Submitted By:**

15 LAW OFFICES OF BRIAN C. PADGETT

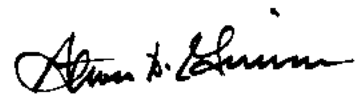
16 By:  Serena S. Dale Esq. 13110
17 AMY L. SUGDEN, ESQ.
18 Nevada Bar No. 9983

19 **Form and Content Approved By:**

20 CLARK COUNTY DISTRICT ATTORNEY'S OFFICE

21
22 By: Leslie A. Nielsen
23 LESLIE A. NIELSEN, ESQ.
24 Nevada Bar No. 2764
25
26
27
28

LAW OFFICES OF BRIAN C. PADGETT
611 SOUTH 6TH STREET
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CLERK OF THE COURT

1 **NOE**
2 LAW OFFICES OF BRIAN C. PADGETT
3 Brian C. Padgett, Bar No. 7474
4 Amy L. Sugden, Bar No. 9983
5 Jeremy B. Duke, Bar No. 13110
6 611 South Sixth Street
7 Las Vegas, Nevada 89101
8 Telephone: (702) 304-0123
9 Facsimile: (702) 368-0123

10 *Attorneys for Defendants HQ Metro, LLC*
11 *Project Alta, LLC, Project Alta II, LLC,*
12 *Project Alta III, LLC, Project Alta*
13 *Liquidating Trust U/A/D 12/31/09*

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

16 NEVADA POWER COMPANY, a Nevada)
17 corporation d/b/a NV ENERGY,)

18 Plaintiff)

19 vs.)

20 HQ METRO, LLC, an Arizona limited liability)
21 company; LAS VEGAS METROPOLITAN POLICE)
22 DEPARTMENT, a metropolitan police department;)
23 PROJECT ALTA, LLC, a Nevada limited liability)
24 company; PROJECT ALTA II, LLC, a Nevada limited)
25 liability company; PROJECT ALTA III, LLC, a Nevada)
26 limited liability company; PROJECT ALTA)
LIQUIDATING TRUST U/A/D 12/31/09, by and)
through MARK L. FINE & ASSOCIATES, a Nevada)
corporation, individually and as Trustee; WELLS)
FARGO BANK, NATIONAL ASSOCIATION, a)
Delaware corporation; NEVADA TITLE COMPANY,)
a Nevada corporation; CENTRAL TELEPHONE)
COMPANY, a Delaware corporation; COX)
COMMUNICATIONS LAS VEGAS, INC., a)
Delaware corporation; LAS VEGAS VALLEY)
WATER DISTRICT, a quasi-municipal corporation;)
CITY OF LAS VEGAS, a municipal corporation;)
CLARK COUNTY, a political subdivision of the State)
of Nevada; all other persons unknown claiming any)
right, title, estate, lien or interest in the real property)
described in the Complaint; DOES I through X; and)
ROE CORPORATIONS XI through XX, inclusive)

27 Defendants.)
28

Case No.: A-13-681632-C

Dept. No.: XXVIII

**NOTICE OF ENTRY OF ORDER
REGARDING DEFENDANT HQ
METRO, LLC'S MOTION FOR
APPORTIONMENT OF FUNDS
PURSUANT TO NRS 37.115 AND
FEBRUARY 25, 2016 COURT ORDER**

LAW OFFICES OF BRIAN C. PADGETT
611 SOUTH 6TH STREET
LAS VEGAS, NEVADA 89101
PHONE (702) 304-0123
FACSIMILE (702) 368-0123

CERTIFICATE OF SERVICE

I certify that I am an employee of the Law Offices of Brian C. Padgett, an that I served the foregoing document(s): **NOTICE OF ENTRY OF ORDER REGARDING DEFENDANT LANDOWNER HQ METRO, LLC'S MOTION FOR APPORTIONMENT OF FUNDS PURSUANT TO NRS 37.115 AND FEBRUARY 25, 2016 COURT ORDER** on the parties set forth below by:

- Placing an original or true copy thereof in a sealed envelope placed for collection and mailing the United States mail, at Las Vegas, Nevada, postage prepaid, following ordinary business practices.
- Personal delivery
- Facsimile and/or e-mail
- Federal Express or other overnight delivery
- Odyssey E-File and Serve System

TO: KIRBY C. GRUCHOW, JR., ESQ.
8945 West Russell Road, Suite 330
Las Vegas, Nevada 89148
Attorneys for Plaintiff
Nevada Power Company d/b/a NV Energy

MICHAEL D. RAWLINS, ESQ.
10785 West Twain Avenue, Suite 200
Las Vegas, Nevada 89135
Attorneys for Defendant LVMPD

PHILIP R. BYRNES, ESQ.
495 South Main Street, Sixth Floor
Las Vegas, Nevada 89101
Attorney for Defendant City of Las Vegas

LESLIE A. NIELSEN, ESQ.
500 South Grand Central Parkway
Las Vegas, Nevada 89155
Attorney for Defendant Clark County

Executed this 9th day of November, 2016.

/s/ Ruth Ramos-Ayala
Law Offices of Brian C. Padgett

CLERK OF THE COURT

ORDER
LAW OFFICES OF BRIAN C. PADGETT
Brian C. Padgett, Nevada Bar No. 7474
Amy L. Sugden, Nevada Bar No. 9983
Jeremy B. Duke, Nevada Bar No. 13110
611 South Sixth Street
Las Vegas, Nevada 89101
Telephone: (702) 304-0123
Facsimile: (702) 368-0123

*Attorneys for Defendants HQ Metro, LLC
Project Alta, LLC, Project Alta II, LLC,
Project Alta III, LLC, Project Alta
Liquidating Trust U/A/D 12/31/09*

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

NEVADA POWER COMPANY, a Nevada corporation)
d/b/a NV ENERGY,

Case No.: A-13-681632-C

Plaintiff

Dept. No.: XXVIII

vs.

**ORDER REGARDING
DEFENDANT HQ METRO, LLC'S
MOTION FOR APPORTIONMENT
OF FUNDS PURSUANT TO NRS
37.115 AND FEBRUARY 25, 2016
COURT ORDER**

HQ METRO, LLC, an Arizona limited liability company;
LAS VEGAS METROPOLITAN POLICE)
DEPARTMENT, a metropolitan police department;)
PROJECT ALTA, LLC, a Nevada limited liability)
company; PROJECT ALTA II, LLC, a Nevada limited)
liability company; PROJECT ALTA III, LLC, a Nevada)
limited liability company; PROJECT ALTA)
LIQUIDATING TRUST U/A/D 12/31/09, by and)
through MARK L. FINE & ASSOCIATES, a Nevada)
corporation, individually and as Trustee; WELLS)
FARGO BANK, NATIONAL ASSOCIATION, a)
Delaware corporation; NEVADA TITLE COMPANY, a)
Nevada corporation; CENTRAL TELEPHONE)
COMPANY, a Delaware corporation; COX)
COMMUNICATIONS LAS VEGAS, INC., a Delaware)
corporation; LAS VEGAS VALLEY WATER)
DISTRICT, a quasi-municipal corporation; CITY OF)
LAS VEGAS, a municipal corporation; CLARK)
COUNTY, a political subdivision of the State of Nevada;)
all other persons unknown claiming any right, title,)
estate, lien or interest in the real property described in the)
Complaint; DOES I through X; and ROE)
CORPORATIONS XI through XX, inclusive)

Defendants.

LAW OFFICES OF BRIAN C. PADGETT
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LAS VEGAS, NEVADA 89101
PHONE (702) 304-0123
FACSIMILE (702) 368-0123

1716 11/16/16 (28)


1 IT IS FURTHER ORDERED that the Clerk of the Court shall issue a check, made payable
2 to the "Law Offices of Brian C. Padgett", not later than five (5) days from the issuance of this
3 Order for the remaining Seven Hundred Seventy-Five Thousand Dollars (\$775,000.00) on deposit
4 with the Clerk of the Court, along with any interest accrued while on deposit.
5

6
7 IT IS SO ORDERED this 8 day of Nov 2016.

8
9
10 
11 RONALD J. ISRAEL
12 DISTRICT COURT JUDGE
13 A-13-681632-C *RB*


14 **Prepared and Submitted By:**

15 LAW OFFICES OF BRIAN C. PADGETT

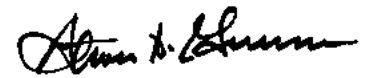
16 By:  Serena R. Dake Esq. 13110
17 AMY L. SUGDEN, ESQ.
18 Nevada Bar No. 9983

19 **Form and Content Approved By:**

20 CLARK COUNTY DISTRICT ATTORNEY'S OFFICE

21
22 By: 
23 LESLIE A. NIELSEN, ESQ.
24 Nevada Bar No. 2764
25
26
27
28

LAW OFFICES OF BRIAN C. PADGETT
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LAS VEGAS, NEVADA 89101
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CLERK OF THE COURT

Electronically Filed
Dec 12 2016 03:51 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

1 NOAS
2 STEVEN B. WOLFSON
3 District Attorney
4 **CIVIL DIVISION**
5 State Bar No. 1565
6 By: **LESLIE A. NIELSEN**
7 Deputy District Attorney
8 State Bar No. 2764
9 500 South Grand Central Pkwy.
10 P. O. Box 552215
11 Las Vegas, Nevada 89155-2215
12 (702) 455-4761
13 Fax (702) 382-5178
14 E-Mail: Leslie.Nielsen@ClarkCountyDA.com
15 Attorneys for Defendant **Clark County**

10 DISTRICT COURT

11 CLARK COUNTY, NEVADA

12
13 NEVADA POWER COMPANY, a Nevada
14 corporation d/b/a NV ENERGY,

15 Plaintiff.

Case No.: A-13-681632-C
Dept. No.: 28

16 vs.

17 HQ METRO, LLC, an Arizona Limited
18 liability company; CLARK COUNTY, a
19 political subdivision of the State of Nevada;
20 et al.,

21 Defendants.

22 **DEFENDANT CLARK COUNTY'S NOTICE OF APPEAL**

23 PLEASE TAKE NOTICE that Defendant, CLARK COUNTY, by and through its attorney,
24 STEVEN B. WOLFSON, District Attorney, by LESLIE A. NIELSEN, Deputy District Attorney,
25 hereby appeals to the Supreme Court of Nevada from the District Court's Order Regarding
26 Defendant HQ Metro, LLC's Motion for Apportionment of Funds Pursuant to NRS 37.115 and

27 ///

28 ///

1 February 25, 2016 Court Order entered on November 9, 2016.

2 DATED this 29th day of November, 2016.

3 STEVEN B. WOLFSON
4 DISTRICT ATTORNEY

5 By: Leslie A. Nielsen
6 LESLIE A. NIELSEN
7 District Attorney
8 Nevada Bar No. 2764
9 500 South Grand Central Pkwy, 5th Flr.
10 P. O. Box 552215
11 Las Vegas, Nevada 89155-2215
12 Attorneys for Defendant Clark County

13 **CERTIFICATE OF SERVICE**

14 I hereby certify that I am an employee of the Office of the Clark County District Attorney and
15 that on this 29th day of November, 2016, I served a true and correct copy of the foregoing
16 **DEFENDANT CLARK COUNTY'S NOTICE OF APPEAL** as follows:

17 ATTORNEYS OF RECORD	18 PARTIES REPRESENTED	19 SERVICE METHOD
20 Brian C. Padgett, Esq. 21 Amy L. Sugden, Esq. 22 Law Offices of Brian C. Padgett 23 611 South Sixth Street 24 Las Vegas, NV 89101	25 <i>Defendant HQ Metro, LLC</i> 26 <i>Project Alta, LLC</i> 27 <i>Project Alta II, LLC</i> 28 <i>Project Alta III, LLC</i> <i>Project Alta Liquidating Trust</i> <i>U/A/D 12/31/09</i>	<input checked="" type="checkbox"/> Wiznet <input type="checkbox"/> Fax Service <input type="checkbox"/> Mail Service <input type="checkbox"/> Personal Service (ROC)

29 Leslie A. Nielsen
30 An Employee of the Clark County District
31 Attorney's Office - Civil Division

IN THE SUPREME COURT OF THE STATE OF NEVADA

CLARK COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
NEVADA,
Appellant,
vs.
HQ METRO, LLC, AN ARIZONA
LIMITED LIABILITY COMPANY;
PROJECT ALTA, LLC, A NEVADA
LIMITED LIABILITY COMPANY;
PROJECT ALTA II, LLC, A
NEVADA LIMITED LIABILITY
COMPANY PROJECT ALTA III,
LLC, A NEVADA LIMITED
LIABILITY COMPANY; AND
PROJECT ALTA LIQUIDATING
TRUST U/A/D 12/31/09, BY AND
THROUGH MARK L. FINE &
ASSOCIATES, A NEVADA
CORPORATION, INDIVIDUALLY
AND AS TRUSTEE,
Respondents.

Supreme Court No. 71877
District Court Case No.
A681632

JOINT APPENDIX

Volume 7

Pages 1351-1569

STEVEN B. WOLFSON
District Attorney
CIVIL DIVISION
State Bar No. 001565
By: **LESLIE A. NIELSEN**
Deputy District Attorney
State Bar No. 002764
By: **LAURA C. REHFELDT**
Deputy District Attorney
State Bar No. 005101
500 South Grand Central Pkwy.
P. O. Box 552215
Las Vegas, Nevada 89155-2215
Telephone: (702) 455-4761
Fax: (702) 382-5178
Attorneys for Appellant Clark County

LAW OFFICES OF BRIAN C.
PADGETT
BRIAN C. PADGETT, ESQ.
State Bar No. 007474
AMY L. SUGDEN, ESQ.
State Bar No. 009983
611 South Sixth Street
Las Vegas, NV 89101
Telephone: (702) 304-0123
Fax: (702) 368-0123
Attorneys for Respondents

NEVADA POWER COMPANY V. HQ METRO, LLC, ET AL

Case No: A-13-681632-C

Dept No: 28

<u>Document</u>	<u>Filed</u>	<u>Volume</u>	<u>Bates No.</u>
Answer of Las Vegas Metropolitan Police Department	7/9/2013	3	0664-0667
Central Telephone Company's Answer to Complaint	6/13/2013	3	0650-0655
Certificate of Cash Deposit	10/17/2013	3	0716-0719
City of Las Vegas' Answer to Complaint in Eminent Domain	7/8/2013	3	0656-0658
City of Las Vegas' Answer to First Amended Complaint in Eminent Domain	2/4/2016	7	1445-1447
Defendant Clark County's Answer to Complaint	7/8/2013	3	0659-0663
Defendant Clark County's Answer to First Amended Complaint in Eminent Domain	2/8/2016	7	1448-1452
Defendant Clark County's Notice of Appeal	11/29/2016	8	1719-1720
Defendant Clark County's Opposition to Defendant Landowners' Motion for Summary Judgment and Countermotion for Partial Summary Judgment and Application for Withdrawal of Funds Deposited for the Permanent Easement	1/13/2016	5 6	0855-1104 1105-1296
Defendant Clark County's Opposition to HQ Metro, LLC's Motion for Apportionment of Funds	10/4/2016	8	1698-1703
Defendant HQ Metro LLC's Motion for Apportionment of Funds Pursuant to NRS 37.115 and February 25, 2016 Court Order	9/20/2016	8	1604-1697

Defendant HQ Metro, LLC's Reply to Motion for Apportionment of Funds Pursuant to NRS 37.115 and February 25, 2016 Court Order	10/19/2016	8	1704-1709
Defendant Landowner's Motion for Summary Judgment	12/30/2015	4	0720-0854
Defendant Landowners' Opposition to Clark County's Countermotion for Partial Summary Judgment & Application for Withdrawal of Funds Deposited for the Permanent Easement	2/1/2016	6	1339-1350
Defendants HQ Metro, LLC, Project Alta, LLC, Project Alta II, LLC, Project Alta III, LLC, Project Alta Liquidating Trust U/A/D 12/31/09 by and Thru Mark L. Fine & Associates, and Wells Fargo Bank, National Association, as Trustee's Answer to Plaintiff's Verified Complaint in Eminent Domain; Defendant HQ Metro, LLC's Counterclaims	7/9/2013	3	0668-0679
Defendants HQ Metro, LLC, Project Alta, LLC, Project Alta II, LLC, Project Alta III, LLC, Project Alta Liquidating Trust U/A/D 12/31/09 by and thru Mark L. Fine & Associates' Answer to Plaintiff's First Amended Verified Complaint in Eminent Domain; Defendant HQ Metro, LLC's Counterclaims	7/11/2016	7	1518-1524
Errata to Defendant Landowners Opposition to Clark County's Countermotion for Partial Summary Judgment and Application for Withdrawal for Funds Deposited for the Permanent Easement	2/4/2016	7	1407-1444
Judgment and Final Order of Condemnation	9/20/2016	8	1570-1603

Las Vegas Metropolitan Police Department's Answer to First Amended Complaint	2/8/2016	7	1453-1457
Notice of Entry of Order RE: Defendant HQ Metro LLC's Motion for Apportionment of Funds Pursuant to NRS 37.115 and February 25, 2016 Court Order	11/9/2016	8	1713-1718
Order 2.25.16	2/25/2016	7	1465-1469
Order Granting Immediate Occupancy Pending Entry of Judgment	10/15/2013	3	0680-0681
Order RE: Defendant HQ Metro LLC's Motion for Apportionment of Funds Pursuant to NRS 37.115 and February 25, 2016 Court Order	11/9/2016	8	1710-1712
Plaintiff Nevada Power Company d/b/a NV Energy's Limited Opposition(s) to: (1) Defendant Las Vegas Metropolitan Police Department's Counter-Motion for Partial Summary Judgment and Application for Distribution of Funds Allocable to Temporary Construction Easement; and (2) Defendant Clark County's Counter-Motion for Partial Summary Judgment and Application for Withdrawal of Funds Deposited for the Permanent Easement	2/2/2016	7	1351-1406
Plaintiff's First Amended Verified Complaint in Eminent Domain	1/15/2016	6	1297-1338
Plaintiff's Motion for Immediate Occupancy	5/20/2013	1 2 3	0030-0250 0251-0500 0501-0625
Plaintiff's Verified Complaint in Eminent Domain	5/10/2013	1	0001-0029

Reply Points and Authorities in Support of Clark County's Countermotion for Partial Summary Judgment and Application for Withdrawal of Funds Deposited for the Permanent Easement	2/11/2016	7	1458-1464
Stipulated Judgment and Order	9/20/2016	7	1525-1569
Stipulation and Order for Immediate Occupancy	10/15/2013	3	0682-0715
Summons – Civil (Clark County)	6/6/2013	3	0644-0646
Summons – Civil (HQ Metro, LLC)	6/6/2013	3	0626-0628
Summons – Civil (Mark L. Fine and Associates)	6/6/2013	3	0638-0640
Summons – Civil (Project Alta II)	6/6/2013	3	0629-0631
Summons – Civil (Project Alta III)	6/6/2013	3	0632-0634
Summons – Civil (Project Alta Liquidating Trust U/A/D 12/31/09)	6/6/2013	3	0635-0637
Summons – Civil (Project Alta, LLC)	6/6/2013	3	0647-0649
Summons – Civil (Wells Fargo Bank, National Association)	6/6/2013	3	0641-0643
Transcript of Proceedings All Pending Motion February 16, 2016	3/21/2016	7	1470-1517

CLERK OF THE COURT

1 **OPPM**
2 **LEACH JOHNSON SONG & GRUCHOW**
3 **KIRBY C. GRUCHOW, JR., ESQ.**
4 Nevada Bar No. 6663
5 E-mail: kgruchow@leachjohnson.com
6 8945 West Russell Road, Suite 330
7 Las Vegas, Nevada 89148
8 Telephone: (702) 538-9074
9 Facsimile: (702) 538-9113

10 Attorneys for Plaintiff

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 NEVADA POWER COMPANY, a Nevada
14 corporation, d/b/a NV ENERGY,

15 Plaintiff,

16 vs.

17 HQ METRO, LLC, an Arizona limited liability
18 company; LAS VEGAS METROPOLITAN
19 POLICE DEPARTMENT, a metropolitan
20 police department; PROJECT ALTA, LLC, a
21 Nevada limited liability company; PROJECT
22 ALTA II, LLC, a Nevada limited liability
23 company; PROJECT ALTA III, LLC, a
24 Nevada limited liability company; PROJECT
25 ALTA LIQUIDATING TRUST U/A/D
26 12/31/09, by and through MARK L. FINE &
27 ASSOCIATES, a Nevada corporation,
28 individually and as Trustee; WELLS FARGO
BANK, NATIONAL ASSOCIATION, a
Delaware corporation; NEVADA TITLE
COMPANY, a Nevada corporation;
CENTRAL TELEPHONE COMPANY, a
Delaware corporation; COX
COMMUNICATIONS LAS VEGAS, INC., a
Delaware corporation; LAS VEGAS VALLEY
WATER DISTRICT, a quasi-municipal
corporation; CITY OF LAS VEGAS, a
municipal corporation; CLARK COUNTY, a
political subdivision of the State of Nevada; all
other persons unknown claiming any right,
title, estate, lien or interest in the real property
described in the Complaint; DOES I through
X; and ROE CORPORATIONS XI through
XX, inclusive,

Defendants.

Case No.: A-13-681632-C

Dept. No.: XXVIII

**PLAINTIFF NEVADA POWER
COMPANY d/b/a NV ENERGY'S
LIMITED OPPOSITION(S) TO:**

**(1) DEFENDANT LAS VEGAS
METROPOLITAN POLICE
DEPARTMENT'S COUNTER-MOTION
FOR PARTIAL SUMMARY
JUDGMENT AND APPLICATION FOR
DISTRIBUTION OF FUNDS
ALLOCABLE TO TEMPORARY
CONSTRUCTION EASEMENT; AND**

**(2) DEFENDANT CLARK COUNTY'S
COUNTER-MOTION FOR PARTIAL
SUMMARY JUDGMENT AND
APPLICATION FOR WITHDRAWAL
OF FUNDS DEPOSITED FOR THE
PERMANENT EASEMENT**

Date of Hearing: FEBRUARY 16, 2016

Time of Hearing: 10:00 A.M.

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

1 **PLAINTIFF NEVADA POWER COMPANY d/b/a NV ENERGY'S LIMITED**
 2 **OPPOSITION(S) TO:**

3 **(1) DEFENDANT LAS VEGAS METROPOLITAN POLICE DEPARTMENT'S**
 4 **COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT AND APPLICATION**
 5 **FOR DISTRIBUTION OF FUNDS ALLOCABLE TO TEMPORARY CONSTRUCTION**
 6 **EASEMENT; AND**

7 **(2) DEFENDANT CLARK COUNTY'S COUNTER-MOTION FOR PARTIAL**
 8 **SUMMARY JUDGMENT AND APPLICATION FOR WITHDRAWAL OF FUNDS**
 9 **DEPOSITED FOR THE PERMANENT EASEMENT**

10 Plaintiff NEVADA POWER COMPANY d/b/a NV ENERGY ("NV Energy"), by and
 11 through its undersigned counsel, of the law firm LEACH JOHNSON SONG & GRUCHOW,
 12 hereby submits its Limited Opposition(s) to: (1) Defendant Las Vegas Metropolitan Police
 13 Department's ("LVMPD") Counter-Motion for Partial Summary Judgment and Application for
 14 Distribution of Funds Allocable to Temporary Construction Easement ("LVMPD Motion"); and
 15 (2) Defendant Clark County's ("Clark County") Counter-Motion for Partial Summary Judgment
 16 and Application for Withdrawal of Funds Deposited for the Permanent Easement ("Clark
 17 County Motion") (collectively, the "Opposition").

18 This Opposition is made and based upon all of the papers and pleadings on file herein,
 19 the attached Memorandum of Points and Authorities, and the Declaration of Adelma Thom
 20 ("Thom Declaration") attached hereto as **Exhibit "A"**, together with such other and further
 21 evidence and argument as may be presented and considered by this Court at any hearing on these
 22 pleadings.

23 DATED this 2nd day of February, 2016.

24 LEACH JOHNSON SONG & GRUCHOW

25 By: _____

26 **KIRBY C. GRUCHOW, JR., ESQ.**
 27 Nevada Bar No. 6663
 28 8945 West Russell Road, Suite 330
 Las Vegas, Nevada 89148
 Phone: (702) 538-9074
 Attorneys for Plaintiff Nevada Power
 Company d/b/a NV Energy

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 PRELIMINARY STATEMENT/SUMMARY OF ARGUMENT

4 NV Energy commenced this Fifth Amendment eminent domain action to condemn
5 certain easement interests on a portion of the property generally located at 400 South Martin L.
6 King Boulevard, Las Vegas, Nevada 89106, and recognized by the Clark County Recorder's
7 Office as APN 139-33-202-009 (the "Property"). NV Energy's eminent domain action was
8 required to obtain the property rights necessary to relocate and reconstruct NV Energy's pre-
9 existing electrical facilities that NDOT required NV Energy to remove due to NDOT's Project
10 Neon roadway improvements, which include NDOT's widening of I-15 between the Spaghetti
11 Bowl and Sahara Avenue.

12 NV Energy therefore commenced this eminent domain action to acquire a permanent
13 easement on the Property (the "PE Area"), as well as a temporary construction easement on the
14 Property (the "TCE Area") (collectively, the "Acquisition Area"), which easements were
15 required to relocate and reconstruct NV Energy's necessary electrical facilities. Exhibits
16 depicting the location of NV Energy's PE Area and the alignment of NV Energy's electrical
17 facilities within the PE Area, including identification of the two electrical poles that have been
18 installed, are attached to the Thom Declaration as **Exhibit "1"**. NV Energy's replacement
19 facilities within the PE Area, as depicted in the foregoing Exhibit, have already been fully
20 constructed and energized, with construction having been fully completed within the PE Area on
21 or about May 11, 2015.

22 In order to complete construction prior to entry of a Final Judgment and Order of
23 Condemnation, NV Energy obtained occupancy of the Acquisition Area at the outset of this case
24 pursuant to NRS 37.100. In order to obtain occupancy, NV Energy filed a Motion for Immediate
25 Occupancy, which was contested by LVMPD, Clark County and/or the Landowner Defendants,
26 including HQ Metro, LLC. The objections raised by LVMPD, Clark County and/or the
27 Landowner Defendants were focused on restricting and limiting NV Energy's use within the
28 TCE Area and NV Energy's timing of actual use within the TCE Area in order to eliminate or

1 minimize any perceived impacts to LVMPD and/or the other Defendants. Those objections
2 resulted in, among other things, the following:

3 (1) Defendants restricted NV Energy's actual use timing of the TCE Area to ensure
4 that LVMPD, Clark County and/or the Landowner Defendants had free and unfettered use of the
5 TCE Area from until such time as NV Energy actually entered the Property to use the TCE Area
6 for construction within the PE Area. As part of these limitations, the parties negotiated a
7 provision that provided that NV Energy had no right to enter and use the TCE Area without
8 providing a written notice of NV Energy's intent to actually use the TCE Area and holding of a
9 pre-construction meeting with representatives of LVMPD and the Landowner Defendants. This
10 was memorialized pursuant to a Stipulation and Order filed October 15, 2013, a complete copy
11 of which is attached to the Thom Declaration as **Exhibit "2"**. As a result of prior and ongoing
12 discussions, it was also understood and accepted that NV Energy's actual use period of the TCE
13 Area would not be longer than ninety (90) days in order to eliminate and/or minimize any
14 perceived impacts on LVMPD and/or the Landowner Defendants;

15 (2) Defendants required limitations on NV Energy's actual use within the TCE Area
16 once NV Energy began actually using the TCE Area, including but not limited to the following:
17 (a) limitations on closures of the Driveway and Sidewalk, which could not exceed a total of
18 fifteen (15) days in duration over the ninety (90) day actual use period for the TCE Area to
19 which NV Energy agreed; (b) flaggers for traffic controls; (c) weekly construction meeting; and
20 (d) that NV Energy would keep the Drive Area open and free from obstruction except during a
21 specified Wire Pull Period.¹

22 (3) Defendants required NV Energy to modify the easement documentation
23 associated with its temporary construction easement, and required NV Energy to amend its
24 Verified Complaint in Eminent Domain to include the newly negotiated easement
25 documentation.

26
27 ¹ Capitalized terms are as defined throughout the October 15, 2013, Stipulation and Order for Occupancy and
28 associated exhibits. These terms are also associated with NV Energy's ninety (90) day actual use schedule for the
TCE Area.

1 Based on the foregoing, Defendants negotiated specific terms associated with NV
2 Energy's use and timing of the TCE Area. NV Energy committed not to exceed a ninety (90)
3 day actual use period for the TCE Area, and NV Energy lived up to its promise. NV Energy
4 actually and physically occupied and used the TCE Area between January 12, 2015, and April
5 10, 2015, which is a period of approximately eighty-nine (89) days. See Thom Declaration.

6 LVMPD now, apparently, wishes to make the TCE Area use period a material, contested
7 factual issue at trial. However, it is inappropriate for determination at this time and in this
8 situation based on the limited discovery conducted to date (there have been no depositions taken
9 by any party) and the fact that these are material and now apparently disputed factual issues that
10 focus on the weight of the testimony to be presented to the jury at trial, not its admissibility.
11 These issues have no bearing on which Defendant receives the deposit on file, which is the focus
12 of the pleadings.

13 NV Energy has no fight over which Defendant receives the final just compensation award
14 in this case – that is a fight for Defendants to wage pursuant to their pleadings and/or NRS
15 37.115. Regardless who gets the ultimate just compensation award to be paid by NV Energy in
16 this case after trial, the amount of the occupancy deposit and its release to any Defendant is not
17 admissible evidence at trial. See NRS 37.100(7). Notwithstanding this fact, LVMPD has
18 strangely filed a Counter-Motion against the Landowner Defendants relative to release of the
19 deposit, and in that Counter-Motion seeks to limit NV Energy's trial evidence relative to the
20 TCE Area use period. This has nothing to do with release of the money to LVMPD.
21 Additionally, it is a procedurally improper and premature attempt to have this Court make
22 advance evidentiary determinations regarding admissibility of evidence regarding NV Energy's
23 actual use period for the TCE Area. It also involves disputed issues of material fact relative to
24 NV Energy's actual use of the TCE Area, and is therefore not appropriate for a summary
25 judgment-type motion. Clark County is strangely taking a somewhat similar approach, albeit
26 limited to the addendum of NV Energy's appraiser associated with the effect an easement has on
27 the valuations to be presented by the parties at trial. Again, this issue has no bearing on who
28 receives the deposit on file, which is the subject of the Landowner Defendants' original Motion,

1 and is instead related solely to admissibility of trial evidence.

2 As set forth herein, NV Energy has no objection to release of the entire deposit amount to
3 whichever Defendant the Court decides. However, NV Energy does object to any Defendants'
4 attempt to improperly have this Court make advance evidentiary determinations relative to
5 material and disputed factual issues that have no impact on who receives the deposit, but which
6 instead separately involve ultimate trial valuations to be presented by the parties. Moreover, NV
7 Energy objects to the extent LVMPD and/or Clark County might inappropriately attempt to use
8 the Court's rulings relative to release of the deposit to exclude or limit any testimony or other
9 evidence at trial. See NRS 37.100(7).

10 II.

11 SUMMARY OF ARGUMENT

12 A. NV Energy Does Not Oppose Clark County's And LVMPD's Request For Release
13 Of The Funds On Deposit.

14 NV Energy has deposited \$281,000.00 pursuant to the Stipulation and Order entered
15 October 15, 2013. This entire amount may be released upon application by one of the
16 Defendants pursuant to NRS 37.100(6), which provides that the distribution and receipt of any
17 deposited money to that Defendant is "conditioned upon the waiver of all defenses except those
18 relating to the amount of compensation." See NRS 37.100(6). However, the actual amount of
19 the deposit "is not admissible in evidence on final hearing." See NRS 37.100(7). Thus,
20 Defendants cannot attempt to admit the deposit amount into evidence at trial and/or use this
21 amount or its release to any of the Defendants against NV Energy, as LVMPD and/or Clark
22 County appear to be suggesting in their respective Counter-Motions.

23 Again, NV Energy does not contest release of any portion of the deposit to any Defendant
24 the Court deems appropriate. The Court does not need to address the superfluous and disputed
25 evidentiary issues raised by LVMPD and Clark County that have no bearing on release of the
26 \$281,000.00 deposit to LVMPD, Clark County and/or the Landowner Defendants.

27 ...

28 ...

1 **B. NV Energy Contests LVMPD's And/Or Clark County's Attempts To Preclude NV**
2 **Energy From Presenting Trial Evidence Associated With NV Energy's Actual Use**
3 **And Occupancy Period Of The TCE Area.**

4 In the event that LVMPD and Clark County withdraw their evidentiary disputes
5 pertaining to trial valuations and the TCE Area actual use period, which have no association with
6 or impact on release of the \$281,000.00 deposit among them and/or the Landowner Defendants,
7 then NV Energy has no opposition to the Landowner Defendants Motion and/or LVMPD's and
8 Clark County's Counter-Motions. As set forth above, NV Energy does not contest release of the
9 entire \$281,000.00 to any Defendant.

10 If, however, LVMPD and/or Clark County persist in seeking some type of improper
11 advance evidentiary ruling from this Court relative to admissibility of the actual use timing and
12 use period of the TCE Area and/or admissibility of any evidence related to the ultimate valuation
13 to be presented at trial, then NV Energy does object. Those issues are contested, factual issues
14 that have no bearing on release of the deposit and/or are material, disputed factual issues to be
15 handled at trial or, alternatively, after discovery has been conducted and completed on the issues.
16 To date, there has been no deposition or written discovery associated with those trial evidentiary
17 issues that LVMPD and/or Clark County now seem to be attempting to limit and/or exclude at
18 trial. As a result, LVMPD's and/or Clark County's Counter-Motions for Partial Summary
19 Judgment must be summarily denied to the extent they are related to such disputed trial issues
20 and/or seek to exclude certain evidence at the time of trial. Moreover, any disputes related to
21 such issues goes to the weight of the evidence and its believability by the jury, not the
22 admissibility of the evidence.

23 Succinctly put, LVMPD restricted NV Energy's use of the TCE Area, and now it wants
24 to act as if it obtained no restrictions on use or use periods, and it further wishes to preclude NV
25 Energy from fairly seeking to admit evidence of the parties negotiations and concessions that
26 LVMPD forced upon NV Energy in obtaining the Stipulation and Order entered on October 15,
27 2013. LVMPD and any other Defendant are free to cross-exam the witnesses and/or try to
28 impeach the witnesses on that evidence at trial and/or the reliance by NV Energy's expert
appraiser on such evidence in determining his expert valuation. With respect to the "blanket

1 easement” issue raised by Clark County, an independent appraiser has evaluated that in his trial
2 appraisal – Clark County and any other Defendant is free to cross-exam the witness and/or try to
3 impeach him at trial on that evidence and his expert testimony. It will be up to the jury to decide
4 which expert testimony carries more weight when the jury reaches its verdict. It is inappropriate
5 for Clark County to attempt to exclude an expert appraiser witness’ trial testimony during a
6 hearing addressing release of the NRS 37.100 deposit on file.

7 III.

8 CONCLUSION

9 For all of the reasons set forth above, NV Energy respectfully requests that this
10 Honorable Court provide the following relief in this matter:

11 1. That the Court order release of the \$281,000.00 deposit to whichever Defendant
12 the Court finds is entitled to the money pursuant to NRS 37.100, NRS 37.115, any contract
13 documents between Defendants and/or any law the Court finds applicable to Defendants’ request
14 to release the deposit.


15 2. That the Court deny LVMPD’s request to exclude evidence of the actual use
16 period of the TCE Area at trial.

17 3. That the Court deny Clark County’s request to exclude expert testimony of NV
18 Energy’s appraiser at trial.

19 4. For any other relief this Court deems just and proper.

20 DATED this 2nd day of February, 2016.

21 LEACH JOHNSON SONG & GRUCHOW

22
23 By: 
24 KIRBY C. GRUCHOW, JR., ESQ.
25 Nevada Bar No. 6663
26 8945 West Russell Road, Suite 330
27 Las Vegas, Nevada 89158
28 Phone: (702) 538-9074
Attorneys for Plaintiff Nevada Power
Company d/b/a NV Energy

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), the undersigned, an employee of LEACH JOHNSON SONG & GRUCHOW, hereby certified that on the 29th day of February, 2016, s/he served a true and correct copy of the foregoing, PLAINTIFF NEVADA POWER COMPANY d/b/a NV ENERGY'S LIMITED OPPOSITION(S) TO: (1) DEFENDANT LAS VEGAS METROPOLITAN POLICE DEPARTMENT'S COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT AND APPLICATION FOR DISTRIBUTION OF FUNDS ALLOCABLE TO TEMPORARY CONSTRUCTION EASEMENT; AND (2) DEFENDANT CLARK COUNTY'S COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT AND APPLICATION FOR WITHDRAWAL OF FUNDS DEPOSITED FOR THE PERMANENT EASEMENT, by:

- Depositing for mailing, in a sealed envelope, U.S. postage prepaid, at Las Vegas, Nevada
- Personal Delivery
- Facsimile
- Federal Express/Airborne Express/Other Overnight Delivery
- Las Vegas Messenger Service
- Electronic Service -- Via E-mail -- Eighth Judicial District Court E-Filing System

addressed as follows:

<p>Brian C. Padgett, Esq. E-mail: brian@brianepadgett.com Amy L. Sugden, Esq. E-mail: amy@brianepadgett.com Law Offices of Brian C. Padgett 611 South Sixth Street Las Vegas, Nevada 89101 Attorneys for Defendants HQ Metro, LLC, Project Alta, LLC, Project Alta II, LLC, Project Alta III, LLC, Project Alta Liquidating Trust U/A/D 12/31/09, Mark L. Fine & Associates and Wells Fargo Bank, National Association</p>	<p>Michael D. Rawlins, Esq. E-mail: mrawlins@djlplaw.com Bradley S. Slighting, Esq. Durham Jones & Pinegar, PC 10785 West Twain Avenue, Suite 200 Las Vegas, Nevada 89135 Attorneys for Defendant Las Vegas Metropolitan Police Department</p>
--	--

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Matthew C. Addison, Esq. E-mail: maddison@mcdonaldcarano.com McDonald Carano Wilson LLP 100 West Liberty Street, Tenth Floor Reno, Nevada 89501 Attorneys for Defendant Central Telephone Company	Philip R. Byrnes, Esq. E-mail: phyrnes@lasvegasnevada.gov City of Las Vegas Office of the City Attorney 495 South Main Street, Sixth Floor Las Vegas, Nevada 89101 Attorney for Defendant City of Las Vegas
Leslie A. Nielsen, Esq. E-mail: leslie.nielsen@clarkcountynvda.com Office of the District Attorney -- Civil Division 500 South Grand Central Parkway P.O. Box 552215 Las Vegas, Nevada 89155 Attorney for Defendant Clark County	

Abraham S. Kellen
An employee of LEACH JOHNSON SONG &
GRUCHOW

EXHIBIT “A”

EXHIBIT “A”

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3 Nevada Bar No. 6663
4 E-mail: kgruchow@leachjohnson.com
5 8945 West Russell Road, Suite 330
6 Las Vegas, Nevada 89148
7 Telephone: (702) 538-9074
8 Facsimile: (702) 538-9113

9 Attorneys for Plaintiff

10 DISTRICT COURT

11 CLARK COUNTY, NEVADA

12 NEVADA POWER COMPANY, a Nevada
13 corporation, d/b/a NV ENERGY,

14 Plaintiff,

15 vs.

16 HQ METRO, LLC, an Arizona limited liability
17 company; LAS VEGAS METROPOLITAN
18 POLICE DEPARTMENT, a metropolitan
19 police department; PROJECT ALTA, LLC, a
20 Nevada limited liability company; PROJECT
21 ALTA II, LLC, a Nevada limited liability
22 company; PROJECT ALTA III, LLC, a
23 Nevada limited liability company; PROJECT
24 ALTA LIQUIDATING TRUST U/A/D
25 12/31/09, by and through MARK L. FINE &
26 ASSOCIATES, a Nevada corporation,
individually and as Trustee; WELLS FARGO
BANK, NATIONAL ASSOCIATION, a
Delaware corporation; NEVADA TITLE
COMPANY, a Nevada corporation;
CENTRAL TELEPHONE COMPANY, a
Delaware corporation; COX
COMMUNICATIONS LAS VEGAS, INC., a
Delaware corporation; LAS VEGAS VALLEY
WATER DISTRICT, a quasi-municipal
corporation; CITY OF LAS VEGAS, a
municipal corporation; CLARK COUNTY, a
political subdivision of the State of Nevada; all
other persons unknown claiming any right,
title, estate, lien or interest in the real property
described in the Complaint; DOES I through
X; and ROE CORPORATIONS XI through
XX, inclusive,

27 Defendants.

Case No.: A-13-681632-C

Dept. No.: XXVIII

**DECLARATION OF ADELMA THOM,
SENIOR PROJECT MANAGER, IN
SUPPORT OF PLAINTIFF NEVADA
POWER COMPANY d/b/a NV
ENERGY'S LIMITED OPPOSITION(S)
TO:**

**(1) DEFENDANT LAS VEGAS
METROPOLITAN POLICE
DEPARTMENT'S COUNTER-MOTION
FOR PARTIAL SUMMARY
JUDGMENT AND APPLICATION FOR
DISTRIBUTION OF FUNDS
ALLOCABLE TO TEMPORARY
CONSTRUCTION EASEMENT; AND**

**(2) DEFENDANT CLARK COUNTY'S
COUNTER-MOTION FOR PARTIAL
SUMMARY JUDGMENT AND
APPLICATION FOR WITHDRAWAL
OF FUNDS DEPOSITED FOR THE
PERMANENT EASEMENT**

1 **DECLARATION OF ADELMA THOM, SENIOR PROJECT MANAGER, IN SUPPORT**
2 **OF PLAINTIFF NEVADA POWER COMPANY d/b/a NV ENERGY'S LIMITED**
3 **OPPOSITION(S) TO:**

4 **(1) DEFENDANT LAS VEGAS METROPOLITAN POLICE DEPARTMENT'S**
5 **COUNTER-MOTION FOR PARTIAL SUMMARY JUDGMENT AND APPLICATION**
6 **FOR DISTRIBUTION OF FUNDS ALLOCABLE TO TEMPORARY CONSTRUCTION**
7 **EASEMENT; AND**

8 **(2) DEFENDANT CLARK COUNTY'S COUNTER-MOTION FOR PARTIAL**
9 **SUMMARY JUDGMENT AND APPLICATION FOR WITHDRAWAL OF FUNDS**
10 **DEPOSITED FOR THE PERMANENT EASEMENT**

11 I, ADELMA THOM, hereby declare under penalty of perjury under the laws of the State
12 of Nevada that the following is true and correct:

13 1. I am over the age of eighteen years and, if called as a witness, could and would
14 testify competently to the matters set forth herein from my own personal knowledge, except for
15 those matters attested to upon information and belief.

16 2. I am the Senior Project Manager for Plaintiff Nevada Power Company d/b/a NV
17 Energy ("**NV Energy**") in the above-entitled matter, and I make this Declaration in support of
18 NV Energy's Limited Opposition(s) to: (1) Defendant Las Vegas Metropolitan Police
19 Department's ("**LVMPD**") Counter-Motion for Partial Summary Judgment and Application for
20 Distribution of Funds Allocable to Temporary Construction Easement ("**LVMPD Motion**"); and
21 (2) Defendant Clark County's ("**Clark County**") Counter-Motion for Partial Summary Judgment
22 and Application for Withdrawal of Funds Deposited for the Permanent Easement ("**Clark**
23 **County Motion**") (collectively, the "**Opposition**").

24 3. NV Energy commenced this eminent domain action to condemn certain easement
25 interests on a portion of the property generally located at 400 South Martin L. King Boulevard,
26 Las Vegas, Nevada 89106, and recognized by the Clark County Recorder's Office as APN 139-
27 33-202-009 (the "**Property**"). NV Energy's eminent domain action was required to obtain the
28 property rights necessary to relocate and reconstruct NV Energy's pre-existing electrical
facilities that NDOT required NV Energy to remove due to NDOT's Project Neon roadway
improvements, which include NDOT's widening of I-15 between the Spaghetti Bowl and Sahara
Avenue.

1 4. NV Energy therefore commenced this eminent domain action to acquire a
2 permanent easement on the Property (the "PE Area"), as well as a temporary construction
3 easement on the Property (the "TCE Area") (collectively, the "Acquisition Area"), which
4 easements were required to relocate and reconstruct NV Energy's necessary electrical facilities.
5 Exhibits depicting the location of NV Energy's PE Area and the alignment of NV Energy's
6 electrical facilities within the PE Area, including identification of the two electrical poles that
7 have been installed, are attached hereto as Exhibit "1". NV Energy's replacement facilities
8 within the PE Area, as depicted in the foregoing Exhibit, have already been fully constructed and
9 energized, with construction having been fully completed within the PE Area on or about May
10 11, 2015.

11 5. In order to complete construction within the PE Area prior to entry of a Final
12 Judgment and Order of Condemnation, NV Energy obtained occupancy of the Acquisition Area
13 at the outset of this case pursuant to NRS 37.100. In order to obtain occupancy, NV Energy filed
14 a Motion for Immediate Occupancy, which was contested by Defendants, including LVMPD,
15 Clark County and/or the Landowner Defendants. The objections raised by LVMPD, Clark
16 County and/or the Landowner Defendants were focused on restricting and limiting NV Energy's
17 use within the TCE Area as well as NV Energy's timing of actual use within the TCE Area in
18 order to eliminate or minimize any perceived impacts to LVMPD and/or the other Defendants.

19 6. Defendants' objections to NV Energy's occupancy to construct within the PE
20 Area resulted in, among other things, the following:

21 a. Defendants restricted NV Energy's actual use timing of the TCE Area to
22 ensure that LVMPD, Clark County and/or the Landowner Defendants had free and unfettered use
23 of the TCE Area from until such time as NV Energy actually entered the Property to use the TCE
24 Area for construction within the PE Area. As part of these limitations, the parties negotiated a
25 provision that provided that NV Energy had no right to enter and use the TCE Area without
26 providing a written notice of NV Energy's intent to actually use the TCE Area and holding of a
27 pre-construction meeting with representatives of LVMPD and the Landowner Defendants. This
28 was memorialized pursuant to a Stipulation and Order filed October 15, 2013, a complete copy

1 of which is attached hereto as **Exhibit “2”** for the Court’s convenience.

2 b. Defendants required limitations on NV Energy’s actual use within the
3 TCE Area once NV Energy began actually using the TCE Area, including but not limited to the
4 following: (a) limitations on closures of the Driveway and Sidewalk, which could not exceed a
5 total of fifteen (15) days in duration over the ninety (90) day actual use period for the TCE Area
6 to which NV Energy agreed; (b) flaggers for traffic controls; (c) weekly construction meeting;
7 and (d) that NV Energy would keep the Drive Area open and free from obstruction except during
8 a specified Wire Pull Period.¹

9 c. Defendants required NV Energy to modify the easement documentation
10 associated with its temporary construction easement, and required NV Energy to amend its
11 Verified Complaint in Eminent Domain to include the newly negotiated easement
12 documentation.

13 7. As a result of discussions before and after the Stipulation and Order entered on
14 October 15, 2013, it was also understood and accepted by the parties that NV Energy’s actual use
15 period of the TCE Area would not be longer than ninety (90) days in order to eliminate and/or
16 minimize any perceived impacts on LVMPD and/or the Landowner Defendants. In this regard, I
17 participated in pre- and post-occupancy meetings and discussions with various representatives of
18 Defendants related to NV Energy’s schedule of construction activities and timing of actual use
19 within the TCE Area. I also prepared and provided to those representatives schedules of NV
20 Energy’s construction activities with timing approximations for each construction activity and
21 timing of actual use period, including because Defendants required that NV Energy specifically
22 identify and outline its construction activities and time frames so that Defendants could hold NV
23 Energy to an actual use period for the TCE Area of less than ninety (90) days. An example of
24 those schedule(s) is attached hereto as **Exhibit “3”**.

25 ...

26
27 ¹ Capitalized terms are as defined throughout the October 15, 2013, Stipulation and Order for Occupancy and
28 associated exhibits. These terms are also associated with NV Energy’s ninety (90) day actual use schedule that I
prepared for the TCE Area.

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8. NV Energy started construction of its facilities on January 8, 2015, and concluded construction and removed all fencing on May 11, 2015. This total construction period involves work within the PE Area, as well as the temporary use of the TCE Area during only a portion of the total construction time.

9. With respect to the TCE Area specifically, NV Energy actually and physically occupied and used the TCE Area between January 12, 2015, and April 10, 2015. This is a period of approximately eighty-nine (89) days.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

DATED this 2 day of February, 2016.

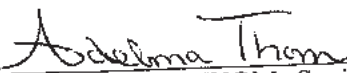
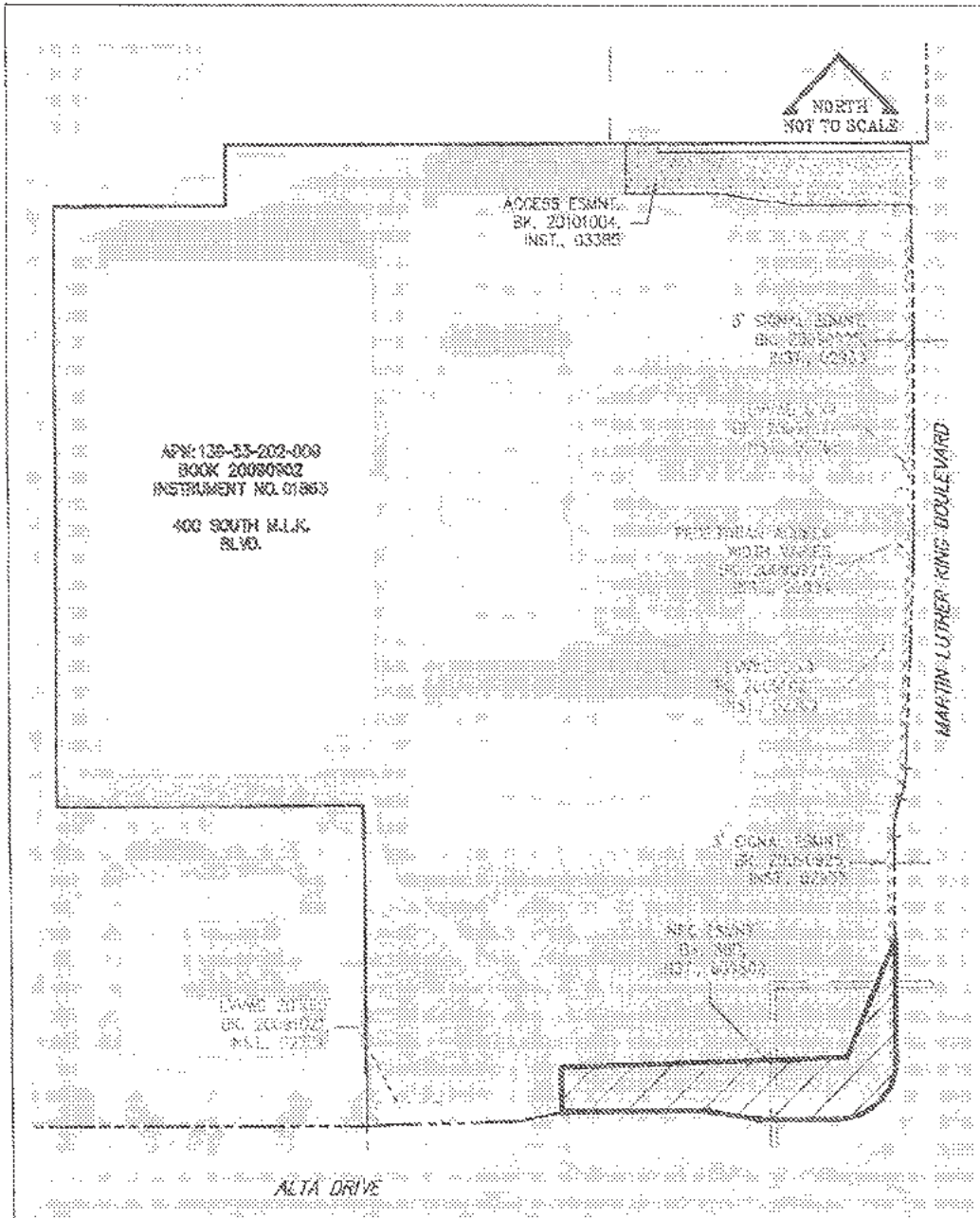

ADELMA THOM, Senior Project Manager
for Nevada Power Company d/b/a NV
Energy


EXHIBIT “1”

EXHIBIT “1”

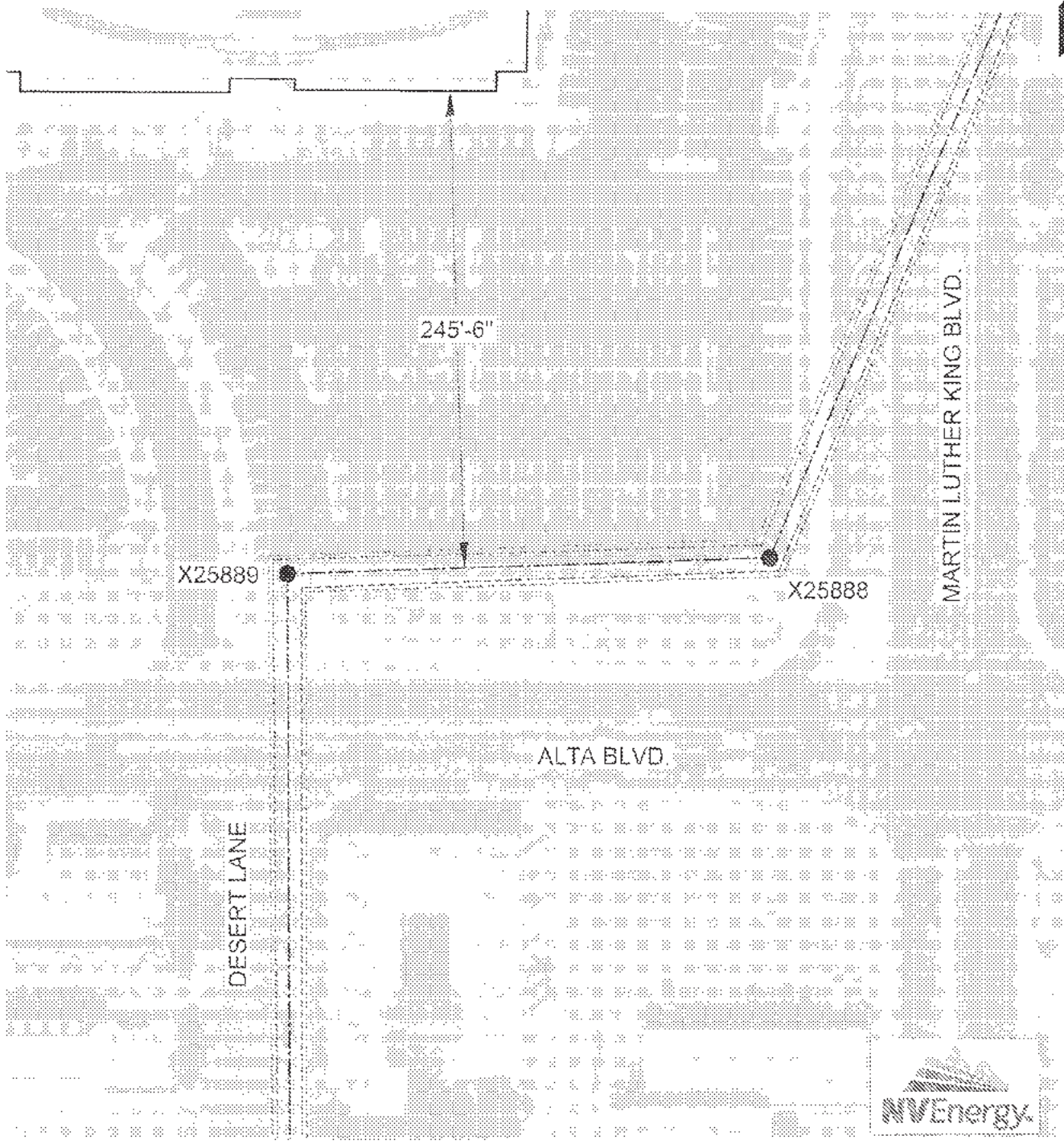


NOTE:

* BOOK 20081106, INST. 00712, GRANT'S NPC (JOC "NV ENERGY"), A BLANKET EASEMENT OVER "ALL AREAS NOT OCCUPIED BY A BUILDING STRUCTURE" FOR ELECTRICAL DISTRIBUTION, FIXTURES AND INGRESS/EGRESS.

EXHIBIT OF CONDITION AFTER NV ENERGY NEW EASEMENT		
	PROJECT: PROJECT NEON APN: 139-33-202-008	DATE: 29 MAY 2013 PROJECT ID: LR897NLR2
	SEC. 35 1:20 S., R-01 E. SURVEYOR: DRAWN BY: CV CHECKED BY:	PAGE: 1 OF 1

LEGEND:
 ----- 250kV
 ----- 138kV
 ----- 69kV
 ----- 138kV
 ----- CENTERLINE
 ----- NOT TO SCALE



DRAWING INFO.		
DRAWN	8/7/13	AMC
DESIGN	8/9/13	DJM
CHECK	8/10/13	BJM
APP'D	8/20/13	MF
DATE	BY	BY DATE

PLAN VIEW
 EXHIBIT
 HQ METRO PROPERTY

ISSUED FOR EXHIBIT
 REV: 0/0/0
 SHEET: 1 OF 1
 R.O. #

EXHIBIT “2”

EXHIBIT “2”

CLERK OF THE COURT

1 **SAO**
2 **LEACH JOHNSON SONG & GRUCHOW**
3 **KIRBY C. GRUCHOW, JR., ESQ.**
4 Nevada Bar No. 6663
5 **MICHAEL W. MCKELLEB, ESQ.**
6 Nevada Bar No. 12040
7 8945 West Russell Road, Suite 330
8 Las Vegas, Nevada 89148
9 Telephone: (702) 538-9074
10 Facsimile: (702) 538-9113

11 Attorneys for Plaintiff

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 **NEVADA POWER COMPANY, a Nevada**
15 **corporation, d/b/a NV ENERGY,**

16 Plaintiff,

17 vs.

18 **HQ METRO, LLC, an Arizona limited liability**
19 **company; LAS VEGAS METROPOLITAN**
20 **POLICE DEPARTMENT, a metropolitan**
21 **police department; PROJECT ALTA, LLC, a**
22 **Nevada limited liability company; PROJECT**
23 **ALTA II, LLC, a Nevada limited liability**
24 **company; PROJECT ALTA III, LLC, a**
25 **Nevada limited liability company; PROJECT**
26 **ALTA LIQUIDATING TRUST U/A/D**
27 **12/31/09, by and through MARK L. FINE &**
28 **ASSOCIATES, a Nevada corporation,**
individually and as Trustee; WELLS FARGO
BANK, NATIONAL ASSOCIATION, a
Delaware corporation; NEVADA TITLE
COMPANY, a Nevada corporation;
CENTRAL TELEPHONE COMPANY, a
Delaware corporation; COX
COMMUNICATIONS LAS VEGAS, INC., a
Delaware corporation; LAS VEGAS VALLEY
WATER DISTRICT, a quasi-municipal
corporation; CITY OF LAS VEGAS, a
municipal corporation; CLARK COUNTY, a
political subdivision of the State of Nevada; all
other persons unknown claiming any right,
title, estate, lien or interest in the real property
described in the Complaint; DOES I through
X; and ROE CORPORATIONS XI through
XX, inclusive,

Defendants.

Case No.: A-13-681632-C

Dept. No.: XXVIII

STIPULATION AND ORDER FOR
IMMEDIATE OCCUPANCY

Date of Hearing: October 10, 2013

Time of Hearing: 9:00 A.M.

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

10/4/13 28

1 4. NV Energy requires the Easements for the public use and purpose of permitting,
2 construction, operation and maintenance of 230kV/138kV/69kV transmission lines, and
3 associated facilities, which will be generally located in the area of Interstate 15 and Charleston
4 Boulevard, in the County of Clark, State of Nevada, as identified in NV Energy's Complaint (the
5 "Project").

6 5. Pursuant to NRS 37.100(4) and NRS 37.010(1)(g), Plaintiff is acquiring the
7 Easements for a public use for public utilities purposes.

8 6. Pursuant to NRS 37.100, NV Energy is hereby granted occupancy of the
9 Easement Areas for the purposes described in paragraph 4 above.

10 7. Pursuant to NRS 37.100(6), this Stipulation and Order for Occupancy is
11 conditioned upon NV Energy depositing with the Clerk of the Court the sum of TWO
12 HUNDRED EIGHTY-ONE THOUSAND and NO/100 DOLLARS (\$281,000.00) (the
13 "Deposit"). Defendants do not waive and specifically retain all rights to contest the amount of
14 compensation due for the Easements.

15 8. Pursuant to NRS 37.100(8), upon entry of this Stipulation and Order by the Court,
16 Defendants herein are restrained and enjoined from hindering or interfering with the occupation
17 and performance of the work required for the easements in and upon the Easement Areas.

18 9. NV Energy shall require its authorized agents, including employees and
19 contractors, who perform work on the Property within the Easement Areas to abide by the terms
20 of the TCE attached hereto as Exhibit "2", as well as the following paragraphs:

21 (a) During construction, appropriate safety measures, including flaggers, will
22 be employed in compliance with all local, state, and federal laws.

23 (b) Thirty (30) days prior to commencing work, unless this provision is
24 waived by LVMPD and Landowner Defendants in writing, a designated
25 representative of NV Energy ("NVE Designated Representative") shall
26 hold a pre-construction meeting with a designated representative of
27 LVMPD and Landowner Defendants (each, a "Designated
28 Representative") to discuss the timing and sequence of construction

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work, access, traffic controls, and restoration work.

(c) During the course of construction, NV Energy's Designated Representative shall at least on a weekly basis notify the Designated Representative of LVMPD and Landowner Defendants, by phone or e-mail of the sequence, timing, and progress of construction work, and NV Energy, LVMPD, and Landowner Defendants shall take reasonable steps to cooperate with each other to accomplish the work.

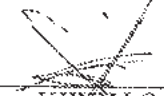
(d) No later than the pre-construction meeting described above, NV Energy shall provide LVMPD and Landowner Defendants with the identity of NV Energy's Designated Representative and his or her contact information, including mobile phone number, so that LVMPD and Landowner Defendants can reach NV Energy's Designated Representative or superintendent(s) on a 24/7 basis.

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

1 (e) No later than the pre-construction meeting described above, LVMPD and
2 Landowner Defendants shall provide NV Energy the identity of the
3 Designated Representative for LVMPD and Landowner Defendants and
4 his or her contact information, including mobile phone number, so that
5 NV Energy can reach each Designated Representative on a 24/7 basis.
6 Unless another Designated Representative has been identified by LVMPD,
7 the LVMPD Designated Representative shall be Ken Thomas. Unless
8 another Designated Representative has been identified by Landowner
9 Defendants, the Landowner Defendants' Designated Representative shall
10 be Joe Cain.

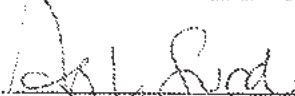
11 DATED this 17th day of ~~September~~ ^{October}, 2013.

12 LEACH JOHNSON SONG & GRUCHOW

13 By: 
14 KIRBY C. GRUCHOW, JR., ESQ.
15 Nevada Bar No. 6663
16 MICHAEL W. MCKELLEB, ESQ.
17 Nevada Bar No. 12040
18 8945 West Russell Road, Suite 330
19 Las Vegas, Nevada 89148
20 Phone: (702) 538-9074
21 Attorneys for Plaintiff Nevada Power
22 Company d/b/a NV Energy

DATED this 23rd day of September, 2013.

LAW OFFICES OF BRIAN C. PADGETT

By: 
BRIAN C. PADGETT, ESQ.
Nevada Bar No. 7474
611 South Sixth Street
Las Vegas, Nevada 89101
Phone: (702) 304-0123
Attorneys for Defendants HQ Metro,
LLC, Project Alta, LLC, Project Alta
II, LLC, Project Alta III, LLC, Project
Alta Liquidating Trust U/A/D 12/31/09,
Mark L. Fine & Associates and Wells
Fargo Bank, National Association

20 DATED this _____ day of September, 2013.

21 DURHAM JONES & PINEGAR, PC

22
23 By: _____
24 MICHAEL D. RAWLINS, ESQ.
25 Nevada Bar No. 5467
26 BRADLEY S. SLIGHTING, ESQ.
27 Nevada Bar No. 10225
28 10785 West Twain Avenue, Suite 200
Las Vegas, Nevada 89135
Phone: (702) 870-6060
Attorneys for Defendant Las Vegas
Metropolitan Police Department

DATED this _____ day of September, 2013.

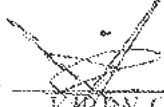
OFFICE OF THE DISTRICT ATTORNEY -
CIVIL DIVISION

By: _____
LESLIE A. NIELSEN, ESQ.
Nevada Bar No. 2764
LAURA C. REHFELDT, ESQ.
Nevada Bar No. 5101
500 South Grand Central Parkway
P.O. Box 552215
Las Vegas, Nevada 89155
Phone: (702) 455-4761
Attorney for Defendant Clark County


LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Fax: (702) 538-9115

1 (c) No later than the pre-construction meeting described above, LVMPD and
2 Landowner Defendants shall provide NV Energy the identity of the
3 Designated Representative for LVMPD and Landowner Defendants and
4 his or her contact information, including mobile phone number, so that
5 NV Energy can reach each Designated Representative on a 24/7 basis.
6 Unless another Designated Representative has been identified by LVMPD,
7 the LVMPD Designated Representative shall be Ken Thomas. Unless
8 another Designated Representative has been identified by Landowner
9 Defendants, the Landowner Defendants' Designated Representative shall
10 be Joe Cain.

11 DATED this 15th day of October September, 2013. DATED this _____ day of September, 2013.
12 LEACH JOHNSON SONG & GRUCHOW LAW OFFICES OF BRIAN C. PADGETT

13 By:  By: _____
14 BRIAN C. GRUCHOW, JR., ESQ. BRIAN C. PADGETT, ESQ.
15 Nevada Bar No. 6663 Nevada Bar No. 7474
16 MICHAEL W. MCKELLEB, ESQ. 611 South Sixth Street
17 Nevada Bar No. 12040 Las Vegas, Nevada 89101
18 8945 West Russell Road, Suite 330 Phone: (702) 304-0123
19 Las Vegas, Nevada 89148 Attorneys for Defendants HQ Metro,
20 Phone: (702) 538-9074 Alta II, LLC, Project Alta III, LLC, Project
21 Attorneys for Plaintiff Nevada Power Alta Liquidating Trust U/A/D 12/31/09,
22 Company d/b/a NV Energy Mark L. Fine & Associates and Wells
23 Fargo Bank, National Association

20 DATED this 24 day of September, 2013. DATED this _____ day of September, 2013.
21 DURHAM JONES & PINEGAR, PC OFFICE OF THE DISTRICT ATTORNEY -
22 CIVIL DIVISION


23 By:  By: _____
24 MICHAEL D. RAWLINS, ESQ. LESLIE A. NIELSEN, ESQ.
25 Nevada Bar No. 5467 Nevada Bar No. 2764
26 BRADLEY S. SLIGHTING, ESQ. LAURA C. REHFELDT, ESQ.
27 Nevada Bar No. 10225 Nevada Bar No. 5101
28 10785 West Twain Avenue, Suite 200 500 South Grand Central Parkway
Las Vegas, Nevada 89135 P.O. Box 552215
Phone: (702) 870-6060 Las Vegas, Nevada 89155
Attorneys for Defendant Las Vegas Phone: (702) 455-4761
Metropolitan Police Department Attorney for Defendant Clark County

LEACH, JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

1 (e) No later than the pre-construction meeting described above, LVMPD and
2 Landowner Defendants shall provide NV Energy the identity of the
3 Designated Representative for LVMPD and Landowner Defendants and
4 his or her contact information, including mobile phone number, so that
5 NV Energy can reach each Designated Representative on a 24/7 basis.
6 Unless another Designated Representative has been identified by LVMPD,
7 the LVMPD Designated Representative shall be Ken Thomas. Unless
8 another Designated Representative has been identified by Landowner
9 Defendants, the Landowner Defendants' Designated Representative shall
10 be Joe Cain.

11 DATED this 25th day of September, 2013.

12 LEACH JOHNSON SONG & GRUCHOW

13 By: 
14 KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
15 MICHAEL W. MCKELLED, ESQ.
Nevada Bar No. 12040
16 8945 West Russell Road, Suite 330
Las Vegas, Nevada 89148
17 Phone: (702) 538-9074
Attorneys for Plaintiff Nevada Power
18 Company d/b/a NV Energy

DATED this _____ day of September, 2013.

LAW OFFICES OF BRIAN C. PADGETT

By: _____
BRIAN C. PADGETT, ESQ.
Nevada Bar No. 7474
611 South Sixth Street
Las Vegas, Nevada 89101
Phone: (702) 304-0123
Attorneys for Defendants HQ Metro,
LLC, Project Alta, LLC, Project Alta
II, LLC, Project Alta III, LLC, Project
Alta Liquidating Trust U/A/D 12/31/09,
Mark L. Fine & Associates and Wells
Fargo Bank, National Association

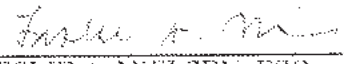
20 DATED this _____ day of September, 2013.

21 DURHAM JONES & PINEGAR, PC

22
23 By: _____
24 MICHAEL D. RAWLINS, ESQ.
Nevada Bar No. 5467
25 BRADLEY S. SLIGHTING, ESQ.
Nevada Bar No. 10225
10785 West Twain Avenue, Suite 200
26 Las Vegas, Nevada 89135
Phone: (702) 870-6060
27 Attorneys for Defendant Las Vegas
Metropolitan Police Department

DATED this 24th day of September, 2013.

OFFICE OF THE DISTRICT ATTORNEY --
CIVIL DIVISION

By: 
LESLIE A. NIELSEN, ESQ.
Nevada Bar No. 2764
LAURA C. REHFELDT, ESQ.
Nevada Bar No. 5101
500 South Grand Central Parkway
P.O. Box 552215
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Phone: (702) 455-4761
Attorney for Defendant Clark County

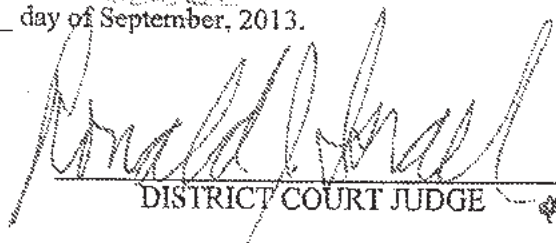
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ORDER

The Court having considered the foregoing and good cause appearing:

IT IS HEREBY ORDERED that the Stipulation and Order for Immediate Occupancy is APPROVED and GRANTED.

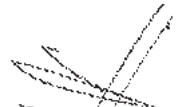
IT IS SO ORDERED this 7 day of October September, 2013.

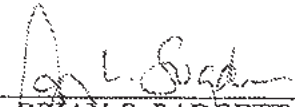

DISTRICT COURT JUDGE

Prepare and respectfully submitted by:

LEACH JOHNSON SONG & GRUCHOW

LAW OFFICES OF BRIAN C. PADGETT

By: 
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
MICHAEL W. MCKELLEB, ESQ.
Nevada Bar No. 12040
8945 West Russell Road, Suite 330
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Phone: (702) 538-9074
Attorneys for Plaintiff Nevada Power
Company d/b/a NV Energy

By: 
BRIAN C. PADGETT, ESQ.
Nevada Bar No. 7474
611 South Sixth Street
Las Vegas, Nevada 89101
Phone: (702) 304-0123
Attorneys for Defendants HQ Metro,
LLC, Project Alta, LLC, Project Alta
II, LLC, Project Alta III, LLC, Project
Alta Liquidating Trust U/A/D 12/31/09,
Mark L. Fine & Associates and Wells
Fargo Bank, National Association

DURHAM JONES & PINEGAR, PC

OFFICE OF THE DISTRICT ATTORNEY -
CIVIL DIVISION

By: MICHAEL D. RAWLINS, ESQ.
Nevada Bar No. 5467
BRADLEY S. SLIGHTING, ESQ.
Nevada Bar No. 10225
10785 West Twain Avenue, Suite 200
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Phone: (702) 870-6060
Attorneys for Defendant Las Vegas
Metropolitan Police Department

By: LESLIE A. NIELSEN, ESQ.
Nevada Bar No. 2764
LAURA C. REHFELDT, ESQ.
Nevada Bar No. 5101
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8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

ORDER

The Court having considered the foregoing and good cause appearing:

IT IS HEREBY ORDERED that the Stipulation and Order for Immediate Occupancy is APPROVED and GRANTED.

IT IS SO ORDERED (this October day of September, 2013).


DISTRICT COURT JUDGE

Prepare and respectfully submitted by:

LEACH JOHNSON SONG & GRUCHOW

LAW OFFICES OF BRIAN C. PADGETT

By: 

KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
MICHAEL W. MCKELLEB, ESQ.
Nevada Bar No. 12040
8945 West Russell Road, Suite 330
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Phone: (702) 538-9074
Attorneys for Plaintiff Nevada Power
Company d/b/a NV Energy

By: _____

BRIAN C. PADGETT, ESQ.
Nevada Bar No. 7474
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Las Vegas, Nevada 89101
Phone: (702) 304-0123
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LLC, Project Alta, LLC, Project Alta
II, LLC, Project Alta III, LLC, Project
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Mark L. Fine & Associates and Wells
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DURHAM JONES & PINEGAR, PC

OFFICE OF THE DISTRICT ATTORNEY -
CIVIL DIVISION

By: 

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BRADLEY S. SLIGHTING, ESQ.
Nevada Bar No. 10225
10785 West Twain Avenue, Suite 200
Las Vegas, Nevada 89135
Phone: (702) 870-6060
Attorneys for Defendant Las Vegas
Metropolitan Police Department

By: _____

LESLIE A. NIELSEN, ESQ.
Nevada Bar No. 2764
LAURA C. REHFELDT, ESQ.
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500 South Grand Central Parkway
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ORDER

The Court having considered the foregoing and good cause appearing:

IT IS HEREBY ORDERED that the Stipulation and Order for Immediate Occupancy is APPROVED and GRANTED.

IT IS SO ORDERED this _____ day of September, 2013.

[Signature]
DISTRICT COURT JUDGE

Prepare and respectfully submitted by:

LEACH JOHNSON SONG & GRUCHOW

LAW OFFICES OF BRIAN C. PADGETT

By: *[Signature]*
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
MICHAEL W. MCKELLEB, ESQ.
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8945 West Russell Road, Suite 330
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DURHAM JONES & PINEGAR, PC

OFFICE OF THE DISTRICT ATTORNEY --
CIVIL DIVISION

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MICHAEL D. RAWLINS, ESQ.
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10785 West Twain Avenue, Suite 200
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By: *[Signature]*
LESLIE A. NIELSEN, ESQ.
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LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

EXHIBIT "1"

EXHIBIT "1"

APN: 139-33-202-009

PERPETUAL EASEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy and its successors and assigns ("NV Energy"), for use by them and their employees and contractors, hereby acquire a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("Utility Facilities") upon, over, under and through the property described in **Exhibit "A"** hereto (the "Easement Area");
2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area and the property described in **Exhibit "B"** hereto (the "Property");
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from the Easement Area and the Property; and
4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as NV Energy may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

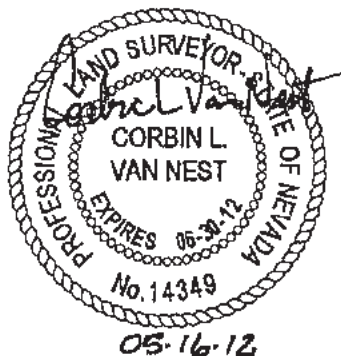
NV Energy will be responsible for any damages, proximately caused by NV Energy negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by the property owners and located on the Easement Area after the date that NV Energy obtains occupancy of the Easement Area pursuant to NRS Chapter 37. However, this paragraph does not apply to, and NV Energy is not responsible for, any damages caused when NV Energy exercises its rights under numbered Paragraph 4 above.

The property owner covenants for the benefit of NV Energy, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of NV Energy (which NV Energy will not unreasonably withhold), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. NV Energy and the property owner must document NV Energy's consent by both NV Energy and the property owner signing NV Energy's standard, recordable use agreement. The property owner retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with NV Energy's rights herein and are in all respects consistent with NV Energy's rights herein, NV Energy's electrical practices, and the National Electrical Safety Code.



EXHIBIT A

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009
14 MAY, 2012
PREPARED BY: CV
CHECKED BY: SD
PAGE 1 OF 3



LAND DESCRIPTION:

A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN "GRANT BARGAIN AND SALE DEED" RECORDED SEPTEMBER 2, 2009 IN BOOK 20090902 AS INSTRUMENT NO. 01863 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 00°01'49" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 267.13 FEET; THENCE NORTH 89°58'11" WEST, DEPARTING SAID EAST LINE, 34.50 FEET TO THE **POINT OF BEGINNING**, SAME BEING THE WESTERLY RIGHT-OF-WAY OF MARTIN LUTHER KING BOULEVARD (WIDTH VARIES) DESCRIBED IN THAT CERTAIN "GRANT DEED" RECORDED AUGUST 26, 2009 IN BOOK 20090826 AS INSTRUMENT NO. 02171 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; THENCE ALONG SAID RIGHT-OF-WAY AND THE UNBROKEN TRANSITION THEREOF ONTO AND ALONG THE NORTHERLY RIGHT-OF-WAY OF ALTA DRIVE, BEING DESCRIBED IN THOSE CERTAIN 'GRANT DEEDS' RECORDED AUGUST 26, 2009 IN BOOK 20090826 AS INSTRUMENT NUMBERS 02169, 02170 AND 02172 OF SAID OFFICIAL RECORDS, THE FOLLOWING EIGHT (8) COURSES: 1) SOUTH 00°01'49" WEST, 108.38 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 54.00 FEET; 2) SOUTHWESTERLY ALONG SAID CURVE, 84.67 FEET THROUGH A CENTRAL ANGLE OF 89°50'12"; 3) SOUTH 89°52'01" WEST, 70.41 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET; 4) NORTHWESTERLY ALONG SAID CURVE, 3.30 FEET THROUGH A CENTRAL

P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 4226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 30150, RENO, NEVADA 89520-3150 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com

ANGLE OF 09°27'51"; 5) NORTH 80°40'08" WEST, 44.51 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, 6) NORTHWESTERLY ALONG SAID CURVE, 4.96 FEET THROUGH A CENTRAL ANGLE OF 09°27'51"; 7) SOUTH 89°52'01" WEST, 125.84 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; 8) SOUTHWESTERLY ALONG SAID CURVE, 5.22 FEET THROUGH A CENTRAL ANGLE OF 09°58'09"; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 00°12'40" WEST, 40.93 FEET; THENCE NORTH 88°02'57" EAST, 262.90 FEET; THENCE NORTH 23°03'40" EAST, 104.67 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 16,861 SQUARE FEET.

BASIS OF BEARINGS:

NORTH 00°01'49" EAST BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MEASURED IN THE NEVADA EAST ZONE (2701) STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83)

END OF LAND DESCRIPTION.

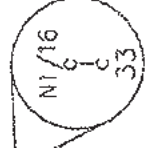
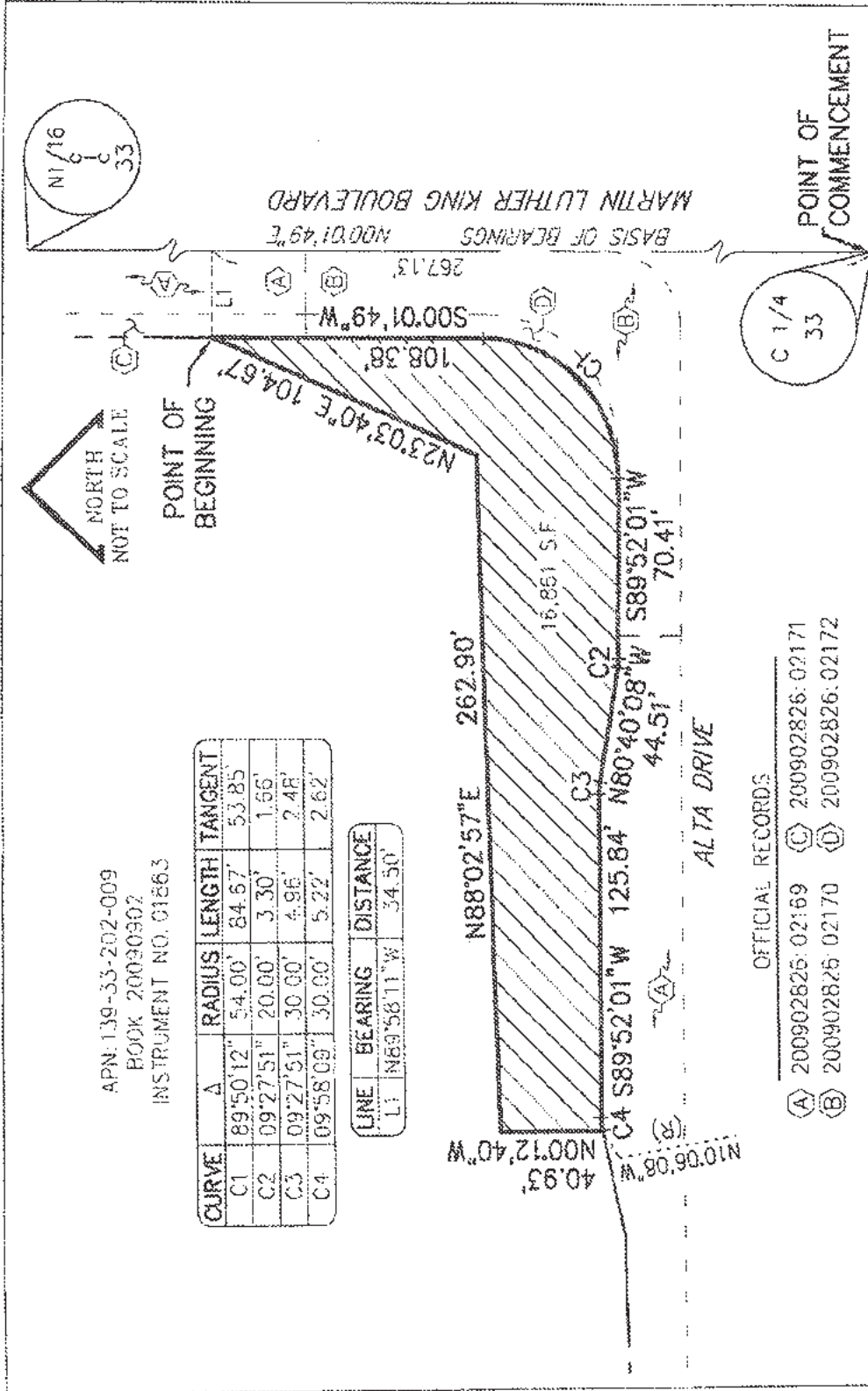
NOTE: THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

CORBIN L, VAN NEST, PLS
STATE OF NEVADA NO. 14349
FOR AND AT THE INSTANCE OF NV ENERGY

APN: 139-33-202-009
 BOOK 20090902
 INSTRUMENT NO. 01863

CURVE	Δ	RADIUS	LENGTH	TANGENT
C1	89°50'12"	54.00'	84.67'	53.85'
C2	09°27'51"	20.00'	3.30'	1.66'
C3	09°27'51"	30.00'	4.96'	2.48'
C4	09°58'09"	30.00'	5.22'	2.62'

LINE	BEARING	DISTANCE
L1	N89°58'11"W	34.50'



OFFICIAL RECORDS
 (A) 200902826: 02169 (C) 200902826: 02171
 (B) 200902826: 02170 (D) 200902826: 02172

	PROJECT: PROJECT NEON APN: 139-33-202-009 EXHIBIT A	EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION SEC: 33 T: 20 S: R: 61 E. SURVEYOR: GE/SB DRAWN BY: CV CHECKED BY:	DATE: 14 MAY 2012 PAGE: 3 OF 3 PROJECT ID: LR697NULR2
	POINT OF BEGINNING POINT OF COMMENCEMENT		

Exhibit B

Situate in the City of Las Vegas, County of Clark, State of Nevada is that portion of the Northwest Quarter (NW ¼) of Section 33, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, described as follows:

That parcel of land as described in Grant Bargain and Sale Deed recorded September 2, 2009 in Book 20090902, as Instrument No, 01863, Official Records, Clark County, Nevada.

EXHIBIT “2”

EXHIBIT “2”

APN: 139-33-202-009

TEMPORARY CONSTRUCTION EASEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy and its successors and assigns ("NV Energy"), for use by them and their employees and contractors, hereby acquire a temporary right and easement on the real property situated in Clark County, Nevada, identified on **Exhibit "A"** hereto, and commonly known as APN 139-33-202-009 (the "Property"):

1. to use and restore an area approximately one hundred (100) feet by one hundred eighty-one (181) feet and one hundred eleven (111) feet by one hundred eighty-one (181) feet for construction staging (including but not limited to parking vehicles and storing materials), pulling cable, and wire tensioning in the location identified on **Exhibit "B"** hereto ("Temporary Easement Area");
2. to perform final cleanup of and restore to its before condition the Temporary Easement Area;
3. except as described below, for the unrestricted passage of vehicles and pedestrians within, on, over and across the Temporary Easement Area; and
4. except as described below, for the unrestricted, continuous access of vehicles and pedestrians along and through the Property to the Temporary Easement Area, for the ingress of vehicles and pedestrians to the Temporary Easement Area from the Property, and for the egress of vehicles and pedestrians from the Temporary Easement Area over the Property.

Additional Terms of Temporary Construction Easement

1. NV Energy has the right to remove or clear any and all materials, trees, brush, debris, signs, and any other obstruction from the Temporary Easement Area that in NV Energy's reasonable judgment may interfere with or endanger NV Energy's use of or activities on the Temporary Easement Area.
2. After NV Energy obtains occupancy of the Temporary Easement Area pursuant to NRS Chapter 37, NV Energy will be responsible for any damages, proximately caused by NV Energy's negligent use of or activities on the Temporary Easement Area, to any tangible, personal property or improvements owned by the property owner and located on or adjacent to the Temporary Easement Area prior to the date that NV Energy obtains occupancy of the Temporary Easement Area pursuant to NRS Chapter 37. NV Energy further agrees that, if NV Energy performs work that damages the Temporary Easement Area, NV Energy will restore the Temporary Easement Area to as close to its before condition as is commercially reasonable as soon as is practicable upon completion of the construction activities, even if such construction activities conclude before the expiration of the term of the Temporary Construction Easement.

3. The Temporary Easement Area is roughly bisected by a curved driveway leading from Alta Drive on the South toward the building to the North and parking garage to the Northwest (the "**Driveway**"). Along the eastern edge of the Driveway, separated by a strip of landscaping, is a sidewalk (the "**Sidewalk**"). The Driveway and Sidewalk are highlighted on the map attached hereto as **Exhibit "C"**. NV Energy shall, throughout the duration of the Temporary Construction Easement, keep the Driveway and Sidewalk continuously open and free from obstruction, so that vehicles and pedestrians can pass through the Driveway and Sidewalk in the ordinary course, except as follows:
 - a. NV Energy may intermittently close the Driveway and Sidewalk to vehicular and pedestrian traffic as is necessary for safety purposes for a period not to exceed a total of 15 days (which may be non-consecutive) in duration (the "**Wire Pulling Period**"), during which NV Energy is pulling wires through either of the two poles being erected on the perpetual easement that NV Energy is acquiring contemporaneously herewith ("**Perpetual Easement**"). The location of the Perpetual Easement is shown in Exhibit "1" attached to NV Energy's Verified Complaint in Eminent Domain filed May 10, 2013, a copy of which is attached hereto as **Exhibit "D"**. The approximate location of the poles are shown on page 96 of the March 11, 2013, Summary Appraisal Report by Glenn Anderson provided by NV Energy, which page is attached hereto as **Exhibit "E"**.
 - b. The intermittent closures allowed in the preceding paragraph shall not last for more than 30 minutes per hour during Peak Hours. Peak Hours include the following times: Monday thru Friday from 6:30 a.m. to 8:30 a.m., 11:00 a.m. to 1:00 p.m., and 3:30 p.m. to 5:00 p.m. During such intermittent closures, NV Energy shall provide safety personnel to notify vehicles and pedestrians of the closures, and to keep them at a safe distance.
 - c. In cases of emergency, such as a need for the Las Vegas Metropolitan Police Department to mobilize police personnel and utilize the Driveway during such an intermittent closure, NV Energy shall suspend its wire pulling operations as soon as can safely be accomplished so as to be able to allow passage of vehicles through the Driveway.
4. The northernmost edge of the Temporary Easement Area overlaps a drive area whereby vehicles pass between the building and the row of parking to the south (the "**Drive Area**"). The Drive Area is highlighted on **Exhibit "F"**, attached hereto. Except during the Wire Pulling Period, NV Energy shall, throughout the duration of the Temporary Construction Easement, keep the Drive Area continuously open and free from obstruction, so that

vehicles and pedestrians can pass through the Drive Area in the ordinary course.

5. At any time during the Temporary Construction Easement when NV Energy has any heavy vehicles or heavy equipment on the Property, whether or not within the Temporary Easement Area or the Perpetual Easement, NV Energy shall not leave such vehicles or equipment unattended, and shall provide reasonable security measures to prevent such vehicles from being used by unauthorized persons.

This Temporary Construction Easement terminates on June 30, 2015, and, upon termination, has no further effect.

EXHIBIT "A"

EXHIBIT "A"

Exhibit A

The above referred to parcel of land, situate in the City of Las Vegas, County of Clark, State of Nevada, is that portion of the Northwest Quarter (NW ¼) of Section 33, Township 20 South, Range 61 East, M.D.M., Nevada, described as follows:

That parcel of land as described in Grant Bargain and Sale Decd recorded September 2, 2009 in Book 20090902, as Instrument No. 01863, Official Records, Clark County, Nevada.

EXHIBIT “B”

EXHIBIT “B”



EXHIBIT B

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009-TE
15 JANUARY, 2012
PREPARED BY: CV
CHECKED BY: SD
PAGE 1 OF 3



LAND DESCRIPTION:

A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN "GRANT BARGAIN AND SALE DEED" RECORDED SEPTEMBER 2, 2009 IN BOOK 20090902 AS INSTRUMENT NO. 01863 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH 89°52'01" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 522.43 FEET; THENCE NORTH 00°07'59" WEST, DEPARTING SAID SOUTH LINE, 100.94 FEET TO THE SOUTHWEST CORNER OF SAID LAND, SAME BEING THE POINT OF BEGINNING; THENCE NORTH 00°07'59" WEST ALONG THE WEST LINE OF SAID LAND, 111.74' FEET; THENCE NORTH 89°52'01" EAST DEPARTING SAID WEST LINE, 160.97' FEET; THENCE NORTH 00°07'59" WEST 125.32 FEET; THENCE NORTH 89°52'01" EAST 100.00 FEET; THENCE SOUTH 00°07'59" EAST 181.98 FEET; THENCE SOUTH 88°02'57" WEST 80.25 FEET; THENCE SOUTH 00°12'40" EAST 40.93 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID LAND, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 10°06'08" WEST; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING THREE (3) COURSES: 1) SOUTHWESTERLY 1.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°03'32"; 2) SOUTH 77°50'20" WEST 39.69 FEET; 3) SOUTH 88°35'42" WEST, 140.97 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 30150, RENO, NEVADA 89520-3150 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009-TE
PAGE 2 OF 3

CONTAINING 36,863 SQUARE FEET.

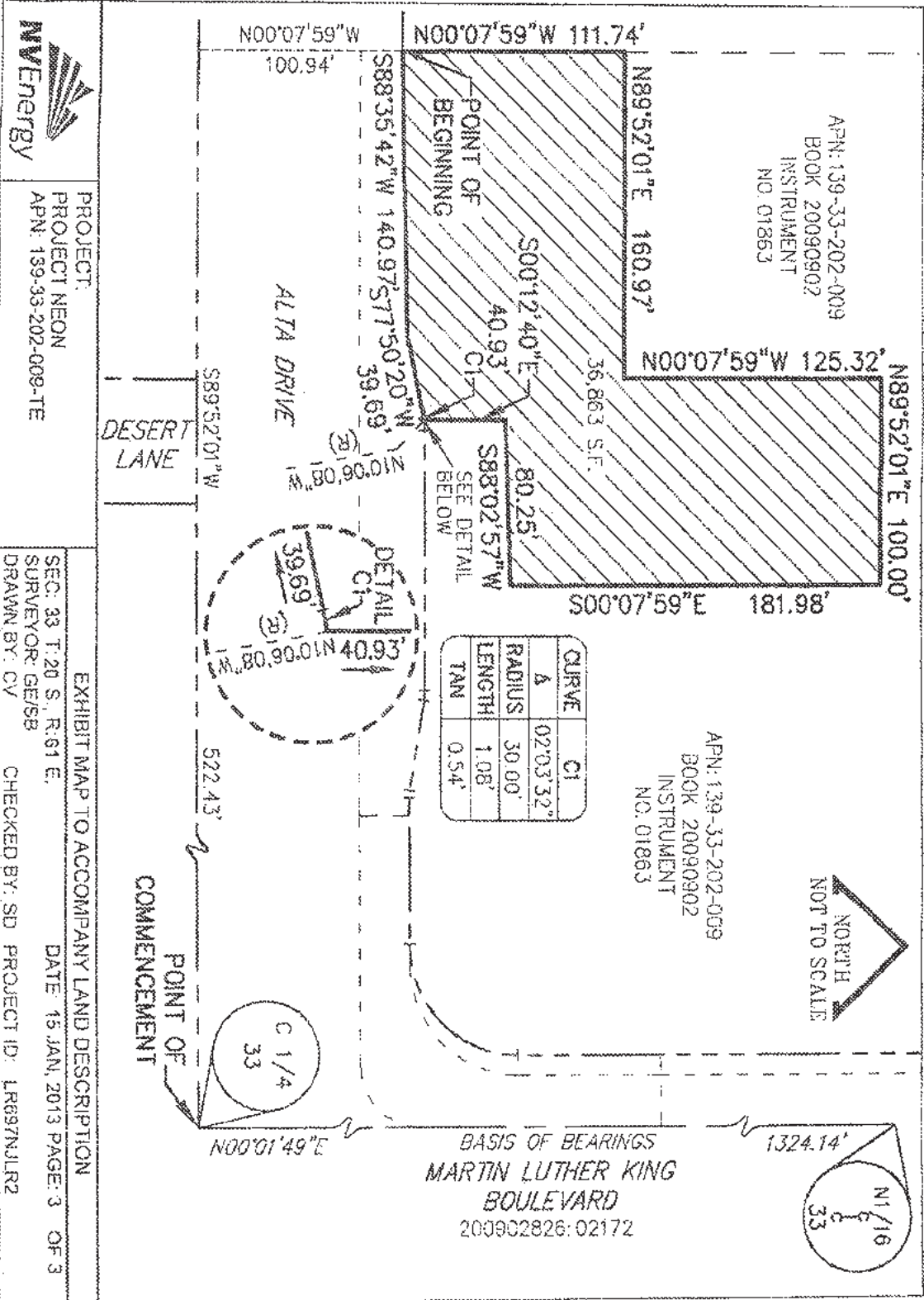
BASIS OF BEARINGS:

NORTH 00°01'49" EAST BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MEASURED IN THE NEVADA EAST ZONE (2701) STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83).

END OF LAND DESCRIPTION.

NOTE: THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

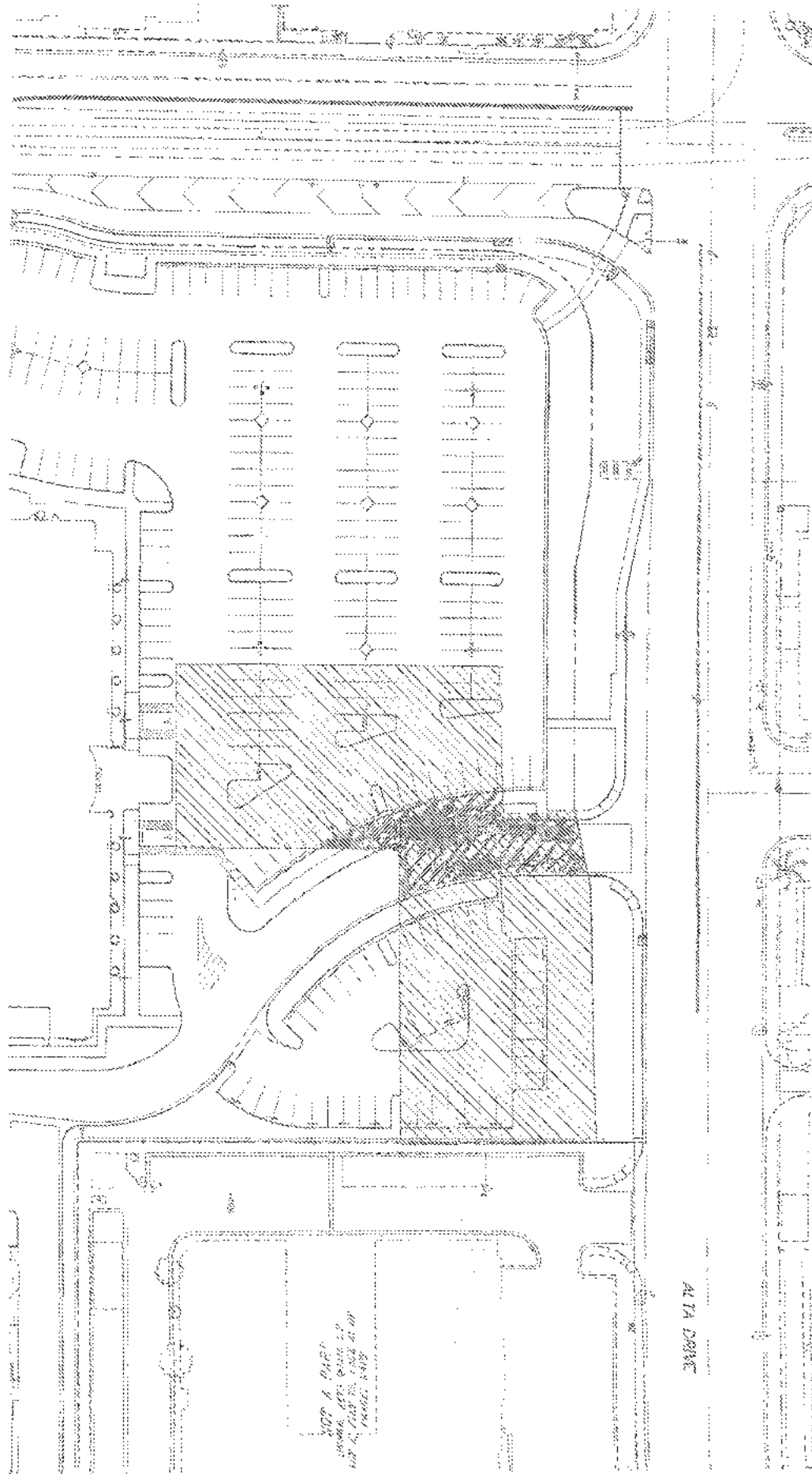
CORBIN L, VAN NEST, PLS
STATE OF NEVADA NO. 14349
FOR AND AT THE INSTANCE OF NV ENERGY



NVEnergy
 PROJECT: PROJECT NEON
 APN: 139-33-202-009-TE
 EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION
 SEC. 33 T.20 S., R.61 E. DATE: 15 JAN. 2013 PAGE: 3 OF 3
 SURVEYOR: G/ESB CHECKED BY: SD PROJECT ID: LR697NJR2
 DRAWN BY: CV

EXHIBIT “C”

EXHIBIT “C”



Ex 7

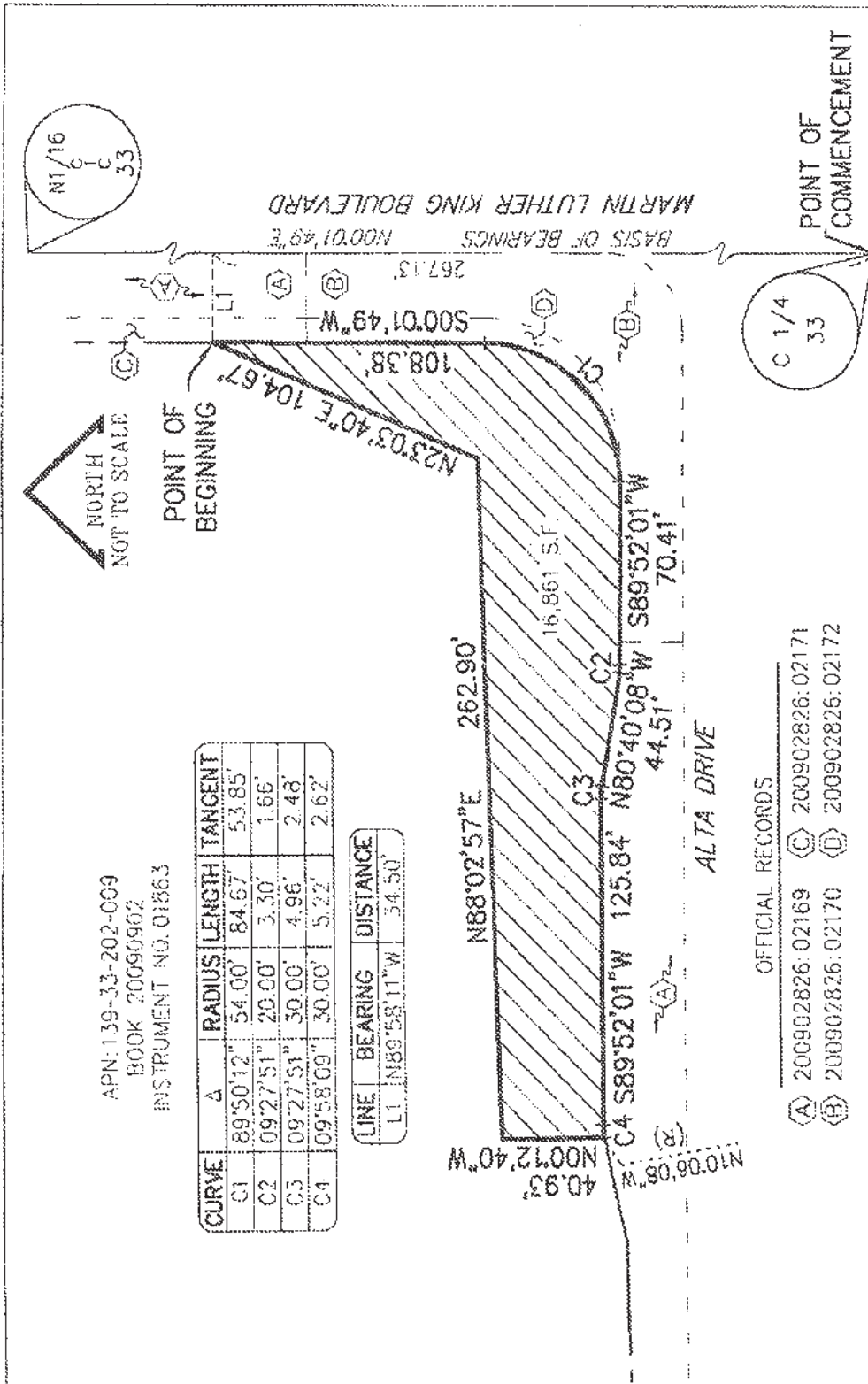
EXHIBIT “D”

EXHIBIT “D”

APN: 139-33-202-009
 BOOK 20090902
 INSTRUMENT NO. 01863

CURVE	Δ	RADIUS	LENGTH	TANGENT
C1	89°50'12"	54.00'	84.67'	53.85'
C2	09°27'51"	20.00'	3.30'	1.66'
C3	09°27'51"	30.00'	4.96'	2.48'
C4	09°58'09"	30.00'	5.22'	2.62'

LINE	BEARING	DISTANCE
L1	N89°58'11"W	34.50'



OFFICIAL RECORDS
 (A) 200902826: 02169 (C) 200902826: 02171
 (B) 200902826: 02170 (D) 200902826: 02172

	PROJECT: PROJECT NEON APN: 139-33-202-009 EXHIBIT A	EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION SEC. 33 T.20 S., R.61 E. SURVEYOR: GE/SSB DRAWN BY: CV	DATE: 14 MAY 2012 PAGE: 3 OF 3 CHECKED BY: PROJECT ID: LR697NJLR2
	PROJECT: PROJECT NEON APN: 139-33-202-009 EXHIBIT A		

EXHIBIT “E”

EXHIBIT “E”

Pole Placement Map:

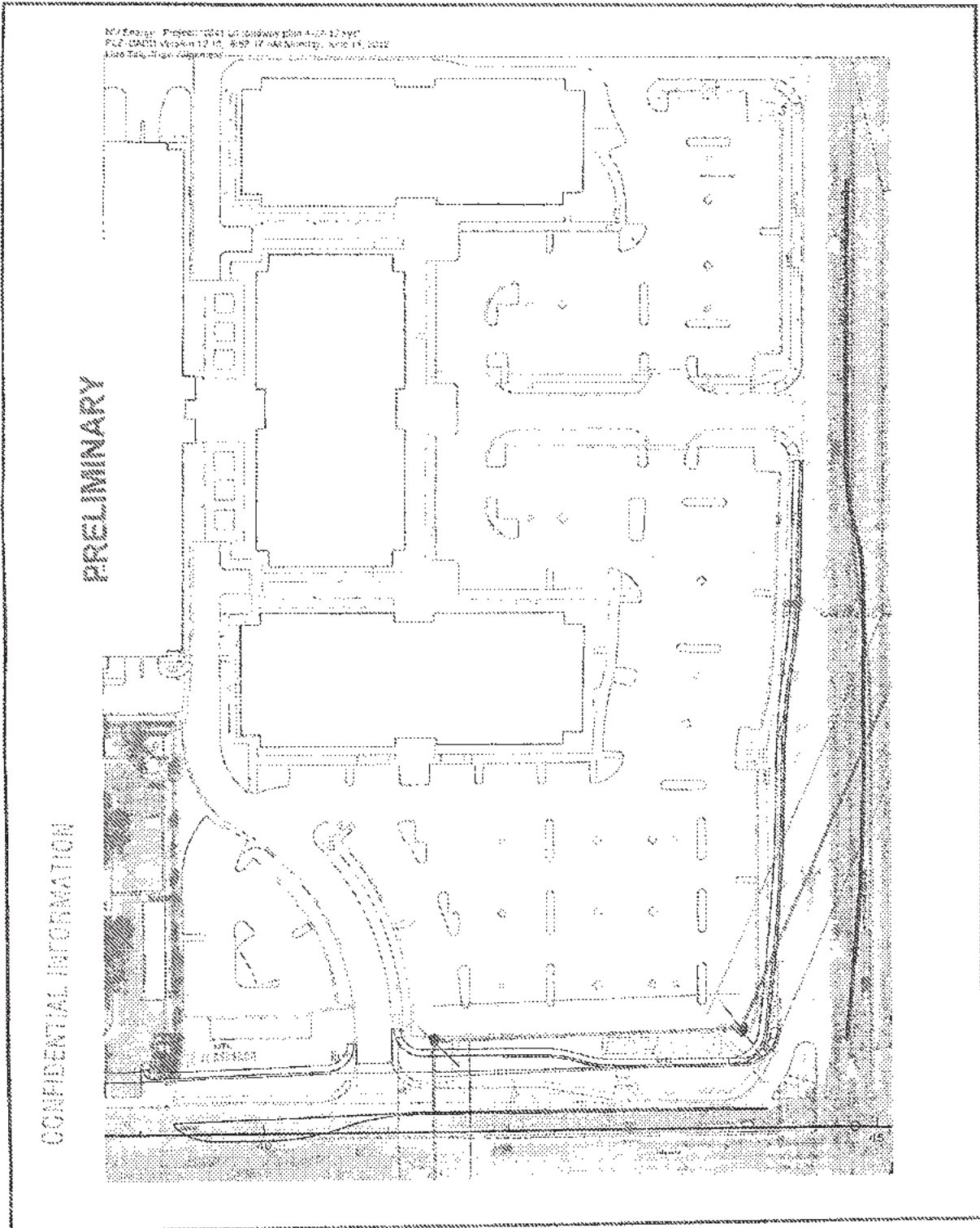
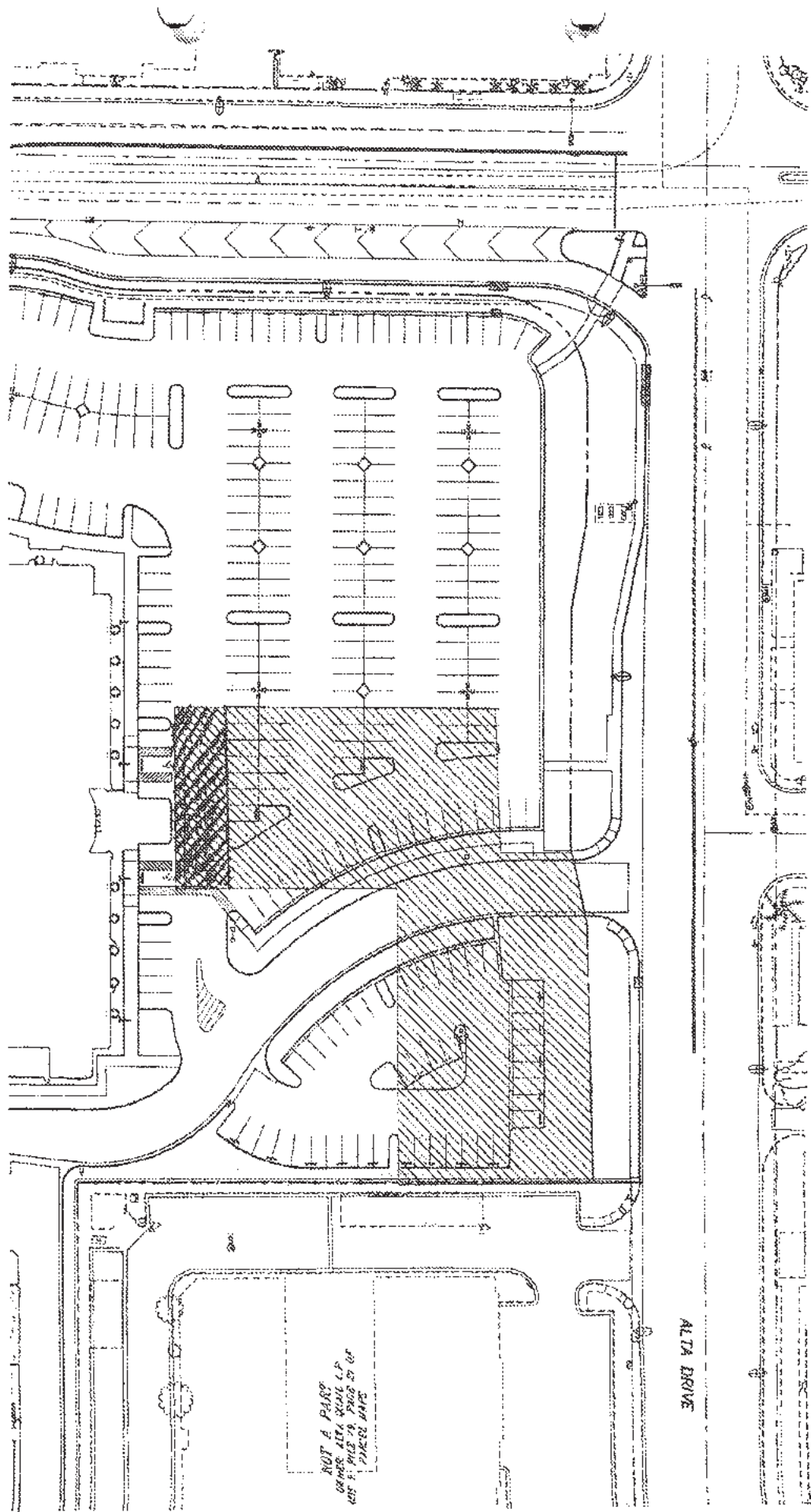


EXHIBIT "F"

EXHIBIT "F"



Ex. 2

EXHIBIT “3”

EXHIBIT “3”



Description of Construction Activities

HQ Metro LLC Parcel No. 139-33-202-009

Two steel structures will be installed on this property. NV Energy is currently at 60 percent design, therefore the below information is preliminary and subject to change.

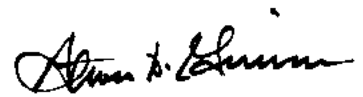
X25889- Corner Structure: This structure will be located in the planter area. The foundation diameter below grade is 9-10 feet, the approximate structure height is 135-140 feet above ground and the structure diameter above grade is 7-8 feet. A section of the existing planter curb might be removed and replaced during construction. The two existing palm trees on the east side of the driveway will be removed. Please reference the Transmission Use Agreement in Section "E"

X25888- Corner Structure: This structure will be located in the parking space and planter area. The foundation diameter below grade is 9-10 feet, the approximate structure height is 135-140 feet above ground and the structure diameter above grade is 7-8 feet. The installation of this structure will take one of the existing parking spaces. The existing planter area curbing will be modified to go around the structure.

Below is a list of the construction activities that will take place on the property. The durations are approximate and there could be inactive periods between the activities.

Construction Activities	Approximate Duration
Remove landscape material	Five (5) days
Drill holes for the two structures	Eighteen (18) days
Build anchor bolt cages and pour concrete	Twelve (12) days
Set and build the transmission structures	Ten (10) days
Pull wire, sag wire, pull static wire, clip wire install jumpers	Six (6) days
Pull fiber	Three (3) days
Remove existing structure	Three (3) days
Clean up (curbing, landscape, paving)	Five (5) days

During construction of both structures, we will temporarily occupy parking stalls and the drive path to and from the parking stalls as identified on the drawing in Section 2d depicting the proposed temporary construction areas. At this time we do not anticipate an impact to the driveway off of Alta Dr. All landscape affected by NV Energy's construction will be restored. NV Energy's contractor will coordinate the work schedule with the owner.



CLERK OF THE COURT

1 **ERR**
2 LAW OFFICES OF BRIAN C. PADGETT
3 Brian C. Padgett, Bar No. 7474
4 Amy L. Sugden, Bar No. 9983
5 Jeremy B. Duke, Bar No. 13110
6 611 South Sixth Street
7 Las Vegas, Nevada 89101
8 Telephone: (702) 304-0123
9 Facsimile: (702) 368-0123

10 *Attorneys for Defendants HQ Metro, LLC*
11 *Project Alta, LLC, Project Alta II, LLC,*
12 *Project Alta III, LLC, Project Alta*
13 *Liquidating Trust U/A/D 12/31/09,*
14 *Wells Fargo Bank, N.A., as trustee*

10 **EIGHTH JUDICIAL DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 NEVADA POWER COMPANY, a Nevada)
13 corporation d/b/a NV ENERGY,)
14)
15 Plaintiff)
16 vs.)

Case No.: A-13-681632-C
Dept. No.: XXVIII

17 HQ METRO, LLC, an Arizona limited liability)
18 company; LAS VEGAS METROPOLITAN POLICE)
19 DEPARTMENT, a metropolitan police department;)
20 PROJECT ALTA, LLC, a Nevada limited liability)
21 company; PROJECT ALTA II, LLC, a Nevada limited)
22 liability company; PROJECT ALTA III, LLC, a)
23 Nevada limited liability company; PROJECT ALTA)
24 LIQUIDATING TRUST U/A/D 12/31/09, by and)
25 through MARK L. FINE & ASSOCIATES, a Nevada)
26 corporation, individually and as Trustee; WELLS)
27 FARGO BANK, NATIONAL ASSOCIATION, a)
28 Delaware corporation; NEVADA TITLE)
COMPANY, a Delaware corporation; COX)
COMMUNICATIONS LAS VEGAS, INC., a)
Delaware corporation; LAS VEGAS VALLEY)
WATER DISTRICT, a quasi-municipal corporation;)
CITY OF LAS VEGAS, a municipal corporation;)
CLARK COUNTY, a political subdivision of the State)
of Nevada; all other persons unknown claiming any)
right, title, estate, lien or interest in the real property)
described in the Complaint; DOES I through X; and)
ROE CORPORATIONS XI through XX, inclusive)
Defendants.)

ERRATA TO
DEFENDANT LANDOWNERS'
OPPOSITION TO CLARK
COUNTY'S COUNTERMOTION
FOR PARTIAL SUMMARY
JUDGMENT AND APPLICATION
FOR WITHDRAWAL OF FUNDS
DEPOSITED FOR THE
PERMANENT EASEMENT

LAW OFFICES OF BRIAN C. PADGETT
611 SOUTH SIXTH STREET
LAS VEGAS, NEVADA 89101
PHONE (702) 304-0123
FACSIMILE (702) 368-0123

LAW OFFICES OF BRIAN C. PADGETT
611 SOUTH 6TH STREET
LAS VEGAS, NEVADA 89101
PHONE (702) 304-0123
FACSIMILE (702) 368-0123

1 COME NOW, Defendants HQ Metro, LLC; Project Alta, LLC; Project Alta II, LLC;
2 Project Alta III, LLC; Project Alta Liquidating Trust U/A/D 12/31/09; and Wells Fargo Bank,
3 N.A., as trustee (collectively, "Landowners") by and through its undersigned counsel, the Law
4 Offices of Brian C. Padgett, and hereby submit the following Errata to Defendant Landowners'
5 Opposition to Clark County's Countermotion for Partial Summary Judgment and Application for
6 Withdrawal of Funds Deposited for The Permanent Easement ("Opposition").
7

8 The Errata is solely to replace the existing Exhibit "1" (October 15, 2023, Order Granting
9 Immediate Occupancy Pending Entry of Judgment) in support of and companion to Defendant
10 Landowners' Opposition, with the attached October 15, 2013, Stipulation and Order for Immediate
11 Occupancy as the citation in Defendant's Opposition is to the latter document and intended to be
12 originally attached to the Opposition.
13

14 DATED this 4th day of February, 2016.

15 THE LAW OFFICES OF BRIAN C. PADGETT

16 /s/ Amy L. Sugden

17 BRIAN C. PADGETT

18 Nevada Bar No. 7474

19 AMY L. SUGDEN

20 Nevada Bar No. 9983

21 JEREMY B. DUKE

22 Nevada Bar No. 13110

23 611 South Sixth St.

24 Las Vegas, NV 89101

25 *Attorneys for Defendants HQ Metro, LLC*
26 *Project Alta, LLC, Project Alta II, LLC,*
27 *Project Alta III, LLC, Project Alta*
28 *Liquidating Trust U/A/D 12/31/09,*
Wells Fargo Bank, N.A., as trustee

LAW OFFICES OF BRIAN C. PADGETT
611 SOUTH 6th STREET
LAS VEGAS, NEVADA 89101
PHONE (702) 304-0123
FACSIMILE (702) 368-0123

CERTIFICATE OF SERVICE

I certify that I am an employee of the Law Offices of Brian C. Padgett, and that I served the foregoing document(s): ERRATA TO DEFENDANT LANDOWNERS' OPPOSITION TO CLARK COUNTY'S COUNTERMOTION FOR PARTIAL SUMMARY JUDGMENT AND APPLICATION FOR WITHDRAWAL OF FUNDS DEPOSITED FOR THE PERMANENT EASEMENT on the parties set forth below by:

[x] Odyssey E-File and Serve System

TO: KIRBY C. GRUCHOW, JR., ESQ.
8945 West Russell Road, Suite 330
Las Vegas, Nevada 89148
Attorneys for Plaintiff
Nevada Power Company d/b/a NV Energy

MICHAEL D. RAWLINS, ESQ.
BRADLEY S. SLIGHTING, ESQ.
10785 West Twain Avenue, Suite 200
Las Vegas, Nevada 89135
Attorneys for Defendant LVMPD

PHILIP R. BYRNES, ESQ.
495 South Main Street, Sixth Floor
Las Vegas, Nevada 89101
Attorney for Defendant City of Las Vegas

LESLIE A. NIELSEN, ESQ.
LAURA C. REHFELDT, ESQ.
500 South Grand Central Parkway
P.O. Box 552215
Las Vegas, Nevada 89155
Attorney for Defendant Clark County

Executed this 4th day of February, 2016.

/s/ Ruth Ramos-Avala
Law Offices of Brian C. Padgett

EXHIBIT “1”

ORIGINAL

APN: 139-33-202-009

Electronically Filed
10/15/2013 09:34:47 AM

CLERK OF THE COURT

1 SAO
2 LEACH JOHNSON SONG & GRUCHOW
3 KIRBY C. GRUCHOW, JR., ESQ.
4 Nevada Bar No. 6663
5 MICHAEL W. MCKELLEB, ESQ.
6 Nevada Bar No. 12040
7 8945 West Russell Road, Suite 330
8 Las Vegas, Nevada 89148
9 Telephone: (702) 538-9074
10 Facsimile: (702) 538-9113

11 Attorneys for Plaintiff

12 DISTRICT COURT

13 CLARK COUNTY, NEVADA

14 NEVADA POWER COMPANY, a Nevada
15 corporation, d/b/a NV ENERGY,

16 Plaintiff,

17 vs.

18 HQ METRO, LLC, an Arizona limited liability
19 company; LAS VEGAS METROPOLITAN
20 POLICE DEPARTMENT, a metropolitan
21 police department; PROJECT ALTA, LLC, a
22 Nevada limited liability company; PROJECT
23 ALTA II, LLC, a Nevada limited liability
24 company; PROJECT ALTA III, LLC, a
25 Nevada limited liability company; PROJECT
26 ALTA LIQUIDATING TRUST U/A/D
27 12/31/09, by and through MARK L. FINE &
28 ASSOCIATES, a Nevada corporation,
individually and as Trustee; WELLS FARGO
BANK, NATIONAL ASSOCIATION, a
Delaware corporation; NEVADA TITLE
COMPANY, a Nevada corporation;
CENTRAL TELEPHONE COMPANY, a
Delaware corporation; COX
COMMUNICATIONS LAS VEGAS, INC., a
Delaware corporation; LAS VEGAS VALLEY
WATER DISTRICT, a quasi-municipal
corporation; CITY OF LAS VEGAS, a
municipal corporation; CLARK COUNTY, a
political subdivision of the State of Nevada; all
other persons unknown claiming any right,
title, estate, lien or interest in the real property
described in the Complaint; DOES I through
X; and ROE CORPORATIONS XI through
XX, inclusive,

Defendants.

Case No.: A-13-681632-C

Dept. No.: XXVIII

STIPULATION AND ORDER FOR IMMEDIATE OCCUPANCY

Date of Hearing: October 10, 2013

Time of Hearing: 9:00 A.M.

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

10/4/13 (28)

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

STIPULATION AND ORDER FOR IMMEDIATE OCCUPANCY

1
2 Plaintiff, NEVADA POWER COMPANY d/b/a NV ENERGY (“Plaintiff” or “NV
3 Energy”), by and through its undersigned counsel, of the law firm LEACH JOHNSON SONG &
4 GRUCHOW, Defendants HQ METRO, LLC, PROJECT ALTA, LLC, PROJECT ALTA II,
5 LLC, PROJECT ALTA III, LLC, PROJECT ALTA LIQUIDATING TRUST U/A/D 12/31/09,
6 MARK L. FINE & ASSOCIATES and WELLS FARGO BANK, N.A. (collectively,
7 “Landowner Defendants”), by and through their undersigned counsel, of THE LAW OFFICES
8 OF BRIAN C. PADGETT, LAS VEGAS METROPOLITAN POLICE DEPARTMENT
9 (“LVMPD”), by and through its undersigned counsel, of the law firm DURHAM JONES &
10 PINEGAR, PC, and CLARK COUNTY, by and through its undersigned counsel, hereby
11 stipulate and agree as follows:

12 1. NV Energy commenced this eminent domain action to acquire certain easement
13 interests on a portion of the property generally located at 400 South Martin L. King Boulevard,
14 Las Vegas, Nevada 89106, and recognized by the Clark County Recorder’s Office as APN 139-
15 33-202-009 (the “Property”).

16 2. In this action, NV Energy is acquiring a permanent easement on the Property (the
17 “PE”), as well as a temporary construction easement on the Property (the “TCE”) (collectively,
18 the “Easements”), as identified in NV Energy’s Verified Complaint in Eminent Domain
19 (“Complaint”) on file herein. The PE and TCE, including the legal descriptions of the area to be
20 encumbered by the Easements (the “Easement Areas”), are respectively attached to NV
21 Energy’s Complaint as Exhibits “2” and “3”. The PE is attached to this Stipulation as Exhibit
22 “1”.

23 3. The terms of the TCE, attached as Exhibit “3” to the Complaint, have been
24 addressed in negotiations between the parties, which negotiations have resulted in modifications
25 to the TCE that NV Energy will be acquiring in this action. As such, the parties stipulate that
26 NV Energy shall amend NV Energy’s Complaint to replace the TCE attached to the Complaint
27 as Exhibit “3” with the modified TCE that is attached hereto as Exhibit “2”.
28 ...

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

1 4. NV Energy requires the Easements for the public use and purpose of permitting,
2 construction, operation and maintenance of 230kV/138kV/69kV transmission lines, and
3 associated facilities, which will be generally located in the area of Interstate 15 and Charleston
4 Boulevard, in the County of Clark, State of Nevada, as identified in NV Energy's Complaint (the
5 "Project").

6 5. Pursuant to NRS 37.100(4) and NRS 37.010(1)(g), Plaintiff is acquiring the
7 Easements for a public use for public utilities purposes.

8 6. Pursuant to NRS 37.100, NV Energy is hereby granted occupancy of the
9 Easement Areas for the purposes described in paragraph 4 above.

10 7. Pursuant to NRS 37.100(6), this Stipulation and Order for Occupancy is
11 conditioned upon NV Energy depositing with the Clerk of the Court the sum of TWO
12 HUNDRED EIGHTY-ONE THOUSAND and NO/100 DOLLARS (\$281,000.00) (the
13 "Deposit"). Defendants do not waive and specifically retain all rights to contest the amount of
14 compensation due for the Easements.

15 8. Pursuant to NRS 37.100(8), upon entry of this Stipulation and Order by the Court,
16 Defendants herein are restrained and enjoined from hindering or interfering with the occupation
17 and performance of the work required for the easements in and upon the Easement Areas.

18 9. NV Energy shall require its authorized agents, including employees and
19 contractors, who perform work on the Property within the Easement Areas to abide by the terms
20 of the TCE attached hereto as Exhibit "2", as well as the following paragraphs:

21 (a) During construction, appropriate safety measures, including flaggers, will
22 be employed in compliance with all local, state, and federal laws.

23 (b) Thirty (30) days prior to commencing work, unless this provision is
24 waived by LVMPD and Landowner Defendants in writing, a designated
25 representative of NV Energy ("NVE Designated Representative") shall
26 hold a pre-construction meeting with a designated representative of
27 LVMPD and Landowner Defendants (each, a "Designated
28 Representative") to discuss the timing and sequence of construction

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8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 -- Facsimile (702) 538-9113

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work, access, traffic controls, and restoration work.

(c) During the course of construction, NV Energy's Designated Representative shall at least on a weekly basis notify the Designated Representative of LVMPD and Landowner Defendants, by phone or e-mail of the sequence, timing, and progress of construction work, and NV Energy, LVMPD, and Landowner Defendants shall take reasonable steps to cooperate with each other to accomplish the work.

(d) No later than the pre-construction meeting described above, NV Energy shall provide LVMPD and Landowner Defendants with the identity of NV Energy's Designated Representative and his or her contact information, including mobile phone number, so that LVMPD and Landowner Defendants can reach NV Energy's Designated Representative or superintendent(s) on a 24/7 basis.

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

(e) No later than the pre-construction meeting described above, LVMPD and Landowner Defendants shall provide NV Energy the identity of the Designated Representative for LVMPD and Landowner Defendants and his or her contact information, including mobile phone number, so that NV Energy can reach each Designated Representative on a 24/7 basis. Unless another Designated Representative has been identified by LVMPD, the LVMPD Designated Representative shall be Ken Thomas. Unless another Designated Representative has been identified by Landowner Defendants, the Landowner Defendants' Designated Representative shall be Joe Cain.

DATED this 17th day of September, 2013.

LEACH JOHNSON SONG & GRUCHOW

By: 

KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
MICHAEL W. MCKELLEB, ESQ.
Nevada Bar No. 12040
8945 West Russell Road, Suite 330
Las Vegas, Nevada 89148
Phone: (702) 538-9074
Attorneys for Plaintiff Nevada Power
Company d/b/a NV Energy

DATED this 23rd day of September, 2013.

LAW OFFICES OF BRIAN C. PADGETT

By: 

BRIAN C. PADGETT, ESQ.
Nevada Bar No. 7474
611 South Sixth Street
Las Vegas, Nevada 89101
Phone: (702) 304-0123
Attorneys for Defendants HQ Metro,
LLC, Project Alta, LLC, Project Alta
II, LLC, Project Alta III, LLC, Project
Alta Liquidating Trust U/A/D 12/31/09,
Mark L. Fine & Associates and Wells
Fargo Bank, National Association

DATED this _____ day of September, 2013.

DURHAM JONES & PINEGAR, PC

By: _____

MICHAEL D. RAWLINS, ESQ.
Nevada Bar No. 5467
BRADLEY S. SLIGHTING, ESQ.
Nevada Bar No. 10225
10785 West Twain Avenue, Suite 200
Las Vegas, Nevada 89135
Phone: (702) 870-6060
Attorneys for Defendant Las Vegas
Metropolitan Police Department

DATED this _____ day of September, 2013.

OFFICE OF THE DISTRICT ATTORNEY -
CIVIL DIVISION

By: _____

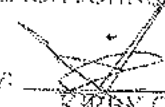
LESLIE A. NIELSEN, ESQ.
Nevada Bar No. 2764
LAURA C. REHFELDT, ESQ.
Nevada Bar No. 5101
500 South Grand Central Parkway
P.O. Box 552215
Las Vegas, Nevada 89155
Phone: (702) 455-4761
Attorney for Defendant Clark County

LEACH JOHNSON SONG & GRUCHOW
5945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

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(c) No later than the pre-construction meeting described above, LVMPD and Landowner Defendants shall provide NV Energy the identity of the Designated Representative for LVMPD and Landowner Defendants and his or her contact information, including mobile phone number, so that NV Energy can reach each Designated Representative on a 24/7 basis. Unless another Designated Representative has been identified by LVMPD, the LVMPD Designated Representative shall be Ken Thomas. Unless another Designated Representative has been identified by Landowner Defendants, the Landowner Defendants' Designated Representative shall be Joe Cain.

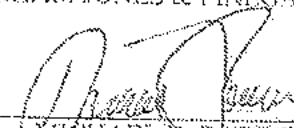
DATED this 15th day of ~~October~~ September, 2013.
LEACH JOHNSON SONG & GRUCHOW

By: 
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
MICHAEL W. MCKELLEB, ESQ.
Nevada Bar No. 12040
8945 West Russell Road, Suite 330
Las Vegas, Nevada 89148
Phone: (702) 538-9074
Attorneys for Plaintiff Nevada Power
Company d/b/a NV Energy

DATED this _____ day of September, 2013.
LAW OFFICES OF BRIAN C. PADGETT

By: _____
BRIAN C. PADGETT, ESQ.
Nevada Bar No. 7474
611 South Sixth Street
Las Vegas, Nevada 89101
Phone: (702) 304-0123
Attorneys for Defendants HQ Metro,
LLC, Project Alta, LLC, Project Alta
II, LLC, Project Alta III, LLC, Project
Alta Liquidating Trust U/A/D 12/31/09,
Mark L. Fine & Associates and Wells
Fargo Bank, National Association

DATED this 24 day of September, 2013.
DURREHAM JONES & PINEGAR, PC

By: 
MICHAEL D. RAWLINS, ESQ.
Nevada Bar No. 5467
BRADLEY S. SLIGHTING, ESQ.
Nevada Bar No. 10225
10785 West Twain Avenue, Suite 200
Las Vegas, Nevada 89135
Phone: (702) 870-6060
Attorneys for Defendant Las Vegas
Metropolitan Police Department

DATED this _____ day of September, 2013.
OFFICE OF THE DISTRICT ATTORNEY -
CIVIL DIVISION


By: _____
LESLIE A. NIELSEN, ESQ.
Nevada Bar No. 2764
LAURA C. REHFELDT, ESQ.
Nevada Bar No. 5101
500 South Grand Central Parkway
P.O. Box 552215
Las Vegas, Nevada 89155
Phone: (702) 455-4761
Attorney for Defendant Clark County

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

1 (e) No later than the pre-construction meeting described above, LVMPD and
2 Landowner Defendants shall provide NV Energy the identity of the
3 Designated Representative for LVMPD and Landowner Defendants and
4 his or her contact information, including mobile phone number, so that
5 NV Energy can reach each Designated Representative on a 24/7 basis.
6 Unless another Designated Representative has been identified by LVMPD,
7 the LVMPD Designated Representative shall be Ken Thomas. Unless
8 another Designated Representative has been identified by Landowner
9 Defendants, the Landowner Defendants' Designated Representative shall
10 be Joe Cain.

11 DATED this 29th day of September, 2013.

12 LEACH JOHNSON SONG & GRUCHOW

13 By: 
14 KIRBY C. GRUCHOW, JR., ESQ.
15 Nevada Bar No. 6663
16 MICHAEL W. MCKELLED, ESQ.
17 Nevada Bar No. 12040
18 8945 West Russell Road, Suite 330
19 Las Vegas, Nevada 89148
20 Phone: (702) 538-9074
21 Attorneys for Plaintiff Nevada Power
22 Company d/b/a NV Energy

DATED this _____ day of September, 2013.

LAW OFFICES OF BRIAN C. PADGETT

By: _____
BRIAN C. PADGETT, ESQ.
Nevada Bar No. 7474
611 South Sixth Street
Las Vegas, Nevada 89101
Phone: (702) 304-0123
Attorneys for Defendants HQ Metro,
LLC, Project Alta, LLC, Project Alta
II, LLC, Project Alta III, LLC, Project
Alta Liquidating Trust U/A/D 12/31/09,
Mark L. Fine & Associates and Wells
Fargo Bank, National Association

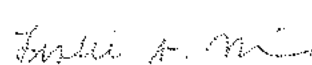
20 DATED this _____ day of September, 2013.

21 DURHAM JONES & PINEGAR, PC

22 By: _____
23 MICHAEL D. RAWLINS, ESQ.
24 Nevada Bar No. 5467
25 BRADLEY S. SLIGHTING, ESQ.
26 Nevada Bar No. 10225
27 10785 West Twain Avenue, Suite 200
28 Las Vegas, Nevada 89135
Phone: (702) 870-6060
Attorneys for Defendant Las Vegas
Metropolitan Police Department

DATED this 29th day of September, 2013.

OFFICE OF THE DISTRICT ATTORNEY -
CIVIL DIVISION

By: 
LESLIE A. NIELSEN, ESQ.
Nevada Bar No. 2764
LAURA C. REHFELDT, ESQ.
Nevada Bar No. 5101
500 South Grand Central Parkway
P.O. Box 552215
Las Vegas, Nevada 89155
Phone: (702) 455-4761
Attorney for Defendant Clark County

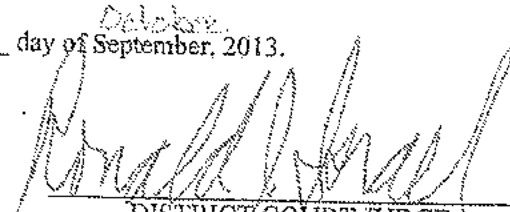
LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

ORDER

The Court having considered the foregoing and good cause appearing:

IT IS HEREBY ORDERED that the Stipulation and Order for Immediate Occupancy is APPROVED and GRANTED.

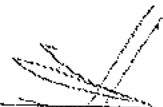
IT IS SO ORDERED this 7 day of ^{October} September, 2013.

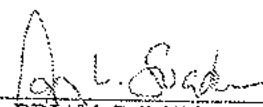

DISTRICT COURT JUDGE

Prepare and respectfully submitted by:

LEACH JOHNSON SONG & GRUCHOW

LAW OFFICES OF BRIAN C. PADGETT

By: 
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
MICHAEL W. MCKELLEB, ESQ.
Nevada Bar No. 12040
8945 West Russell Road, Suite 330
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Phone: (702) 538-9074
Attorneys for Plaintiff Nevada Power
Company d/b/a NV Energy

By: 
BRIAN C. PADGETT, ESQ.
Nevada Bar No. 7474
611 South Sixth Street
Las Vegas, Nevada 89101
Phone: (702) 304-0123
Attorneys for Defendants HQ Metro,
LLC, Project Alta, LLC, Project Alta
II, LLC, Project Alta III, LLC, Project
Alta Liquidating Trust U/A/D 12/31/09,
Mark L. Fine & Associates and Wells
Fargo Bank, National Association

DURHAM JONES & PINEGAR, PC

OFFICE OF THE DISTRICT ATTORNEY -
CIVIL DIVISION

By: _____
MICHAEL D. RAWLINS, ESQ.
Nevada Bar No. 5467
BRADLEY S. SLIGHTING, ESQ.
Nevada Bar No. 10225
10785 West Twain Avenue, Suite 200
Las Vegas, Nevada 89135
Phone: (702) 870-6060
Attorneys for Defendant Las Vegas
Metropolitan Police Department

By: _____
LESLIE A. NIELSEN, ESQ.
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LAURA C. REHFELDT, ESQ.
Nevada Bar No. 5101
500 South Grand Central Parkway
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ORDER

The Court having considered the foregoing and good cause appearing:

IT IS HEREBY ORDERED that the Stipulation and Order for Immediate Occupancy is APPROVED and GRANTED.


IT IS SO ORDERED this October day of September, 2013.


DISTRICT COURT JUDGE

Prepare and respectfully submitted by:

LEACH JOHNSON SONG & GRUCHOW


LAW OFFICES OF BRIAN C. PADGETT

By: 
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
MICHAEL W. MCKELLEN, ESQ.
Nevada Bar No. 12040
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By: _____
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DURHAM JONES & BINEGAR, PC

OFFICE OF THE DISTRICT ATTORNEY -
CIVIL DIVISION

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ORDER

The Court having considered the foregoing and good cause appearing:
IT IS HEREBY ORDERED that the Stipulation and Order for Immediate Occupancy is
APPROVED and GRANTED.

IT IS SO ORDERED this October day of ~~September~~, 2013.


DISTRICT COURT JUDGE

Prepare and respectfully submitted by:

LEACH JOHNSON SONG & GRUCHOW

LAW OFFICES OF BRIAN C. PADGETT

By: 

By: _____

KIRBY C. GRUCHOW, JR., ESQ.
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DURHAM JONES & PINEGAR, PC

OFFICE OF THE DISTRICT ATTORNEY -
CIVIL DIVISION

By: _____

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BRADLEY S. SLIGHTING, ESQ.
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P.O. Box 552215
Las Vegas, Nevada 89155
Phone: (702) 455-4761
Attorney for Defendant Clark County

EXHIBIT "1"

EXHIBIT "1"

APN: 139-33-202-009

PERPETUAL EASEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy and its successors and assigns ("NV Energy"), for use by them and their employees and contractors, hereby acquire a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("Utility Facilities") upon, over, under and through the property described in Exhibit "A" hereto (the "Easement Area");
2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area and the property described in Exhibit "B" hereto (the "Property");
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from the Easement Area and the Property; and
4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as NV Energy may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

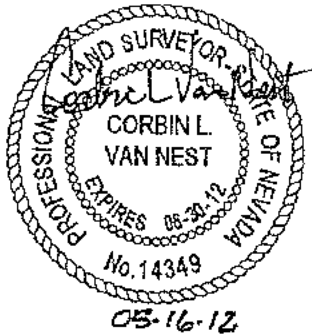
NV Energy will be responsible for any damages, proximately caused by NV Energy negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by the property owners and located on the Easement Area after the date that NV Energy obtains occupancy of the Easement Area pursuant to NRS Chapter 37. However, this paragraph does not apply to, and NV Energy is not responsible for, any damages caused when NV Energy exercises its rights under numbered Paragraph 4 above.

The property owner covenants for the benefit of NV Energy, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of NV Energy (which NV Energy will not unreasonably withhold), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. NV Energy and the property owner must document NV Energy's consent by both NV Energy and the property owner signing NV Energy's standard, recordable use agreement. The property owner retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with NV Energy's rights herein and are in all respects consistent with NV Energy's rights herein, NV Energy's electrical practices, and the National Electrical Safety Code.



EXHIBIT A

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009
14 MAY, 2012
PREPARED BY: CV
CHECKED BY: SD
PAGE 1 OF 3



LAND DESCRIPTION:

A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN "GRANT BARGAIN AND SALE DEED" RECORDED SEPTEMBER 2, 2009 IN BOOK 20090902 AS INSTRUMENT NO. 01863 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 00°01'49" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 267.13 FEET; THENCE NORTH 89°58'11" WEST, DEPARTING SAID EAST LINE, 34.50 FEET TO THE POINT OF BEGINNING, SAME BEING THE WESTERLY RIGHT-OF-WAY OF MARTIN LUTHER KING BOULEVARD (WIDTH VARIES) DESCRIBED IN THAT CERTAIN "GRANT DEED" RECORDED AUGUST 26, 2009 IN BOOK 20090826 AS INSTRUMENT NO. 02171 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; THENCE ALONG SAID RIGHT-OF-WAY AND THE UNBROKEN TRANSITION THEREOF ONTO AND ALONG THE NORTHERLY RIGHT-OF-WAY OF ALTA DRIVE, BEING DESCRIBED IN THOSE CERTAIN 'GRANT DEEDS' RECORDED AUGUST 26, 2009 IN BOOK 20090826 AS INSTRUMENT NUMBERS 02169, 02170 AND 02172 OF SAID OFFICIAL RECORDS, THE FOLLOWING EIGHT (8) COURSES: 1) SOUTH 00°01'49" WEST, 108.38 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 54.00 FEET; 2) SOUTHWESTERLY ALONG SAID CURVE, 84.67 FEET THROUGH A CENTRAL ANGLE OF 89°50'12"; 3) SOUTH 89°52'01" WEST, 70.41 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET; 4) NORTHWESTERLY ALONG SAID CURVE, 3.30 FEET THROUGH A CENTRAL

P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 30150, RENO, NEVADA 89520-3150 6190 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com

ANGLE OF 09°27'51"; 5) NORTH 80°40'08" WEST, 44.51 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, 6) NORTHWESTERLY ALONG SAID CURVE, 4.96 FEET THROUGH A CENTRAL ANGLE OF 09°27'51"; 7) SOUTH 89°52'01" WEST, 125.84 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; 8) SOUTHWESTERLY ALONG SAID CURVE, 5.22 FEET THROUGH A CENTRAL ANGLE OF 09°58'09"; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 00°12'40" WEST, 40.93 FEET; THENCE NORTH 88°02'57" EAST, 262.90 FEET; THENCE NORTH 23°03'40" EAST, 104.67 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 16,861 SQUARE FEET.

BASIS OF BEARINGS:

NORTH 00°01'49" EAST BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MEASURED IN THE NEVADA EAST ZONE (2701) STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83)

END OF LAND DESCRIPTION.

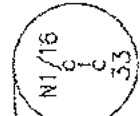
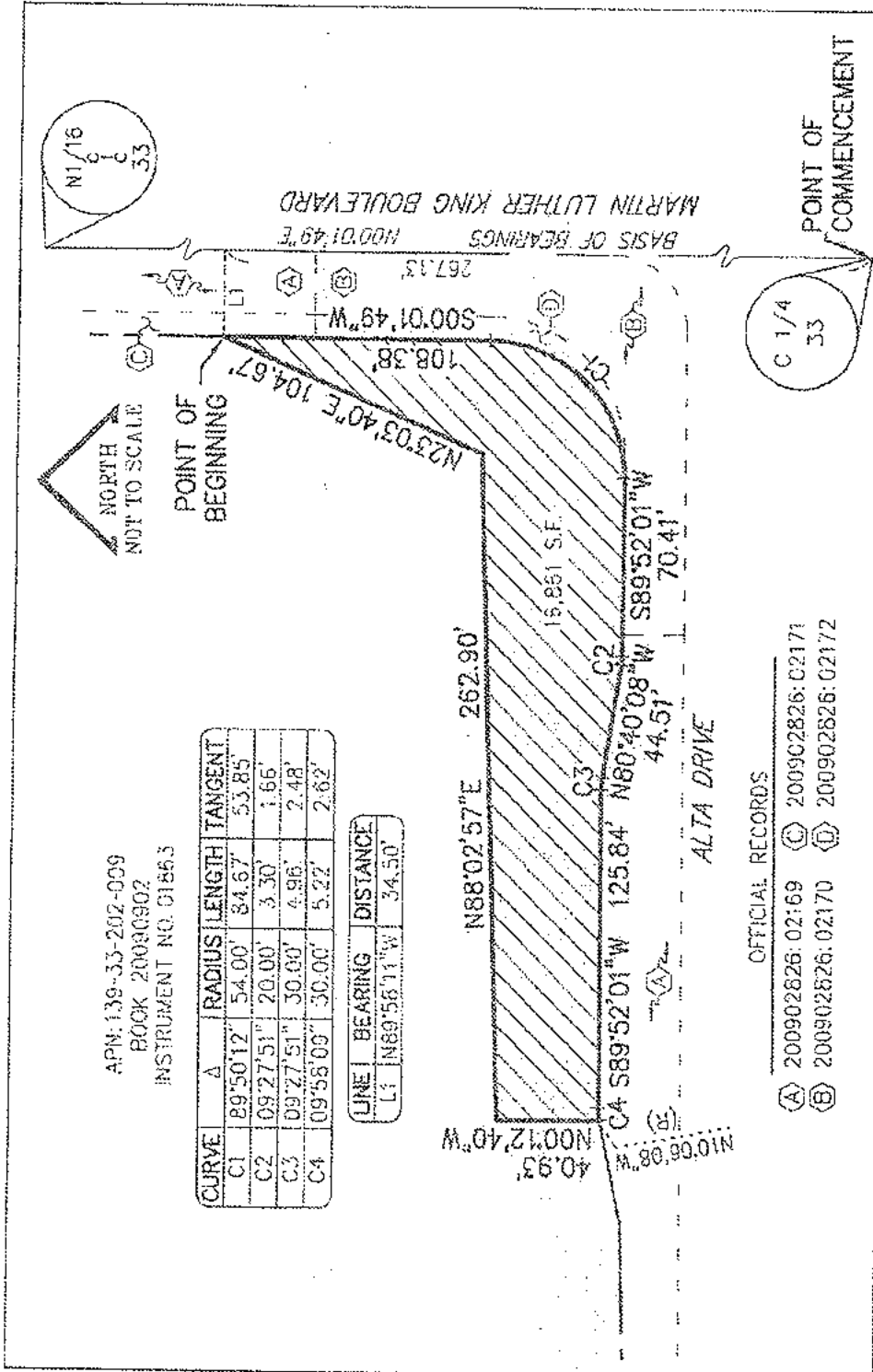
NOTE: THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

CORBIN L, VAN NEST, PLS
STATE OF NEVADA NO. 14349
FOR AND AT THE INSTANCE OF NV ENERGY

APN: 139-33-202-009
 BOOK 20090302
 INSTRUMENT NO. 01863

CURVE	Δ	RADIUS	LENGTH	TANGENT
C1	89°50'12"	54.00'	84.67'	53.85'
C2	09°27'51"	20.00'	3.30'	1.66'
C3	09°27'51"	30.00'	4.96'	2.48'
C4	09°58'09"	30.00'	5.22'	2.62'

LINE	BEARING	DISTANCE
L1	N89°56'11"W	34.50'



NORTH
 NOT TO SCALE

POINT OF
 BEGINNING



POINT OF
 COMMENCEMENT

OFFICIAL RECORDS

- (A) 200902826: 02169 (C) 200902826: 02171
- (B) 200902826: 02170 (D) 200902826: 02172



PROJECT:
 PROJECT NEON
 APN: 139-33-202-009
 EXHIBIT A

EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION
 SEC. 33 T. 20 S., R. 61 E. DATE: 14 MAY 2012 PAGE: 3 OF 3
 SURVEYOR: GE/SB CHECKED BY: CV PROJECT ID: LR697NULR2

Exhibit B

Situate in the City of Las Vegas, County of Clark, State of Nevada is that portion of the Northwest Quarter (NW ¼) of Section 33, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, described as follows:

That parcel of land as described in Grant Bargain and Sale Deed recorded September 2, 2009 in Book 20090902, as Instrument No, 01863, Official Records, Clark County, Nevada.

EXHIBIT "2"

EXHIBIT "2"

APN: 139-33-202-009

TEMPORARY CONSTRUCTION EASEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy and its successors and assigns ("NV Energy"), for use by them and their employees and contractors, hereby acquire a temporary right and easement on the real property situated in Clark County, Nevada, identified on Exhibit "A" hereto, and commonly known as APN 139-33-202-009 (the "Property"):

1. to use and restore an area approximately one hundred (100) feet by one hundred eighty-one (181) feet and one hundred eleven (111) feet by one hundred eighty-one (181) feet for construction staging (including but not limited to parking vehicles and storing materials), pulling cable, and wire tensioning in the location identified on Exhibit "B" hereto ("Temporary Easement Area");
2. to perform final cleanup of and restore to its before condition the Temporary Easement Area;
3. except as described below, for the unrestricted passage of vehicles and pedestrians within, on, over and across the Temporary Easement Area; and
4. except as described below, for the unrestricted, continuous access of vehicles and pedestrians along and through the Property to the Temporary Easement Area, for the ingress of vehicles and pedestrians to the Temporary Easement Area from the Property, and for the egress of vehicles and pedestrians from the Temporary Easement Area over the Property.

Additional Terms of Temporary Construction Easement

1. NV Energy has the right to remove or clear any and all materials, trees, brush, debris, signs, and any other obstruction from the Temporary Easement Area that in NV Energy's reasonable judgment may interfere with or endanger NV Energy's use of or activities on the Temporary Easement Area.
2. After NV Energy obtains occupancy of the Temporary Easement Area pursuant to NRS Chapter 37, NV Energy will be responsible for any damages, proximately caused by NV Energy's negligent use of or activities on the Temporary Easement Area, to any tangible, personal property or improvements owned by the property owner and located on or adjacent to the Temporary Easement Area prior to the date that NV Energy obtains occupancy of the Temporary Easement Area pursuant to NRS Chapter 37. NV Energy further agrees that, if NV Energy performs work that damages the Temporary Easement Area, NV Energy will restore the Temporary Easement Area to as close to its before condition as is commercially reasonable as soon as is practicable upon completion of the construction activities, even if such construction activities conclude before the expiration of the term of the Temporary Construction Easement.

3. The Temporary Easement Area is roughly bisected by a curved driveway leading from Alta Drive on the South toward the building to the North and parking garage to the Northwest (the "Driveway"). Along the eastern edge of the Driveway, separated by a strip of landscaping, is a sidewalk (the "Sidewalk"). The Driveway and Sidewalk are highlighted on the map attached hereto as Exhibit "C". NV Energy shall, throughout the duration of the Temporary Construction Easement, keep the Driveway and Sidewalk continuously open and free from obstruction, so that vehicles and pedestrians can pass through the Driveway and Sidewalk in the ordinary course, except as follows:
 - a. NV Energy may intermittently close the Driveway and Sidewalk to vehicular and pedestrian traffic as is necessary for safety purposes for a period not to exceed a total of 15 days (which may be non-consecutive) in duration (the "Wire Pulling Period"), during which NV Energy is pulling wires through either of the two poles being erected on the perpetual easement that NV Energy is acquiring contemporaneously herewith ("Perpetual Easement"). The location of the Perpetual Easement is shown in Exhibit "1" attached to NV Energy's Verified Complaint in Eminent Domain filed May 10, 2013, a copy of which is attached hereto as Exhibit "D". The approximate location of the poles are shown on page 96 of the March 11, 2013, Summary Appraisal Report by Glenn Anderson provided by NV Energy, which page is attached hereto as Exhibit "E".
 - b. The intermittent closures allowed in the preceding paragraph shall not last for more than 30 minutes per hour during Peak Hours. Peak Hours include the following times: Monday thru Friday from 6:30 a.m. to 8:30 a.m., 11:00 a.m. to 1:00 p.m., and 3:30 p.m. to 5:00 p.m. During such intermittent closures, NV Energy shall provide safety personnel to notify vehicles and pedestrians of the closures, and to keep them at a safe distance.
 - c. In cases of emergency, such as a need for the Las Vegas Metropolitan Police Department to mobilize police personnel and utilize the Driveway during such an intermittent closure, NV Energy shall suspend its wire pulling operations as soon as can safely be accomplished so as to be able to allow passage of vehicles through the Driveway.
4. The northernmost edge of the Temporary Easement Area overlaps a drive area whereby vehicles pass between the building and the row of parking to the south (the "Drive Area"). The Drive Area is highlighted on Exhibit "F", attached hereto. Except during the Wire Pulling Period, NV Energy shall, throughout the duration of the Temporary Construction Easement, keep the Drive Area continuously open and free from obstruction, so that

vehicles and pedestrians can pass through the Drive Area in the ordinary course.

5. At any time during the Temporary Construction Easement when NV Energy has any heavy vehicles or heavy equipment on the Property, whether or not within the Temporary Easement Area or the Perpetual Easement, NV Energy shall not leave such vehicles or equipment unattended, and shall provide reasonable security measures to prevent such vehicles from being used by unauthorized persons.

This Temporary Construction Easement terminates on June 30, 2015, and, upon termination, has no further effect.

EXHIBIT "A"

EXHIBIT "A"

Exhibit A

The above referred to parcel of land, situate in the City of Las Vegas, County of Clark, State of Nevada, is that portion of the Northwest Quarter (NW ¼) of Section 33, Township 20 South, Range 61 East, M.D.M., Nevada, described as follows:

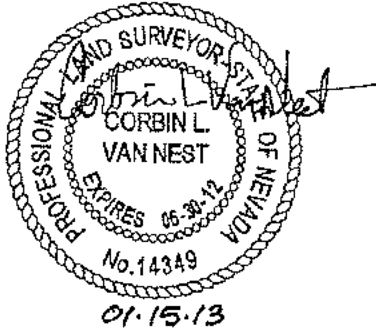
That parcel of land as described in Grant Bargain and Sale Deed recorded September 2, 2009 in Book 20090902, as Instrument No. 01863, Official Records, Clark County, Nevada.

EXHIBIT "B"

EXHIBIT "B"



EXHIBIT B



PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009-TE
15 JANUARY, 2012
PREPARED BY: CV
CHECKED BY: SD
PAGE 1 OF 3

LAND DESCRIPTION:

A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN "GRANT BARGAIN AND SALE DEED" RECORDED SEPTEMBER 2, 2009 IN BOOK 20090902 AS INSTRUMENT NO. 01863 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH 89°52'01" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 522.43 FEET; THENCE NORTH 00°07'59" WEST, DEPARTING SAID SOUTH LINE, 100.94 FEET TO THE SOUTHWEST CORNER OF SAID LAND, SAME BEING THE POINT OF BEGINNING; THENCE NORTH 00°07'59" WEST ALONG THE WEST LINE OF SAID LAND, 111.74 FEET; THENCE NORTH 89°52'01" EAST DEPARTING SAID WEST LINE, 160.97 FEET; THENCE NORTH 00°07'59" WEST 125.32 FEET; THENCE NORTH 89°52'01" EAST 100.00 FEET; THENCE SOUTH 00°07'59" EAST 181.98 FEET; THENCE SOUTH 88°02'57" WEST 80.25 FEET; THENCE SOUTH 00°12'40" EAST 40.93 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID LAND, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 10°06'08" WEST; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING THREE (3) COURSES: 1) SOUTHWESTERLY 1.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°03'32"; 2) SOUTH 77°50'20" WEST 39.69 FEET; 3) SOUTH 88°35'42" WEST, 140.97 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 30150, RENO, NEVADA 89520-3150 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009-TE
PAGE 2 OF 3

CONTAINING 36,863 SQUARE FEET.

BASIS OF BEARINGS:

NORTH 00°01'49" EAST BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MEASURED IN THE NEVADA EAST ZONE (2701) STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83).

END OF LAND DESCRIPTION.

NOTE: THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

CORBIN L, VAN NEST, PLS
STATE OF NEVADA NO. 14349
FOR AND AT THE INSTANCE OF NV ENERGY



PROJECT:
PROJECT NEON
APN: 139-33-202-009-1E

EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION
SEC: 33 T: 20 S., R: 61 E.
SURVEYOR: GE/SB
DRAWN BY: CV

CHECKED BY: SD PROJECT ID: LR697NULR2
DATE: 15 JAN, 2013 PAGE: 3 OF 3

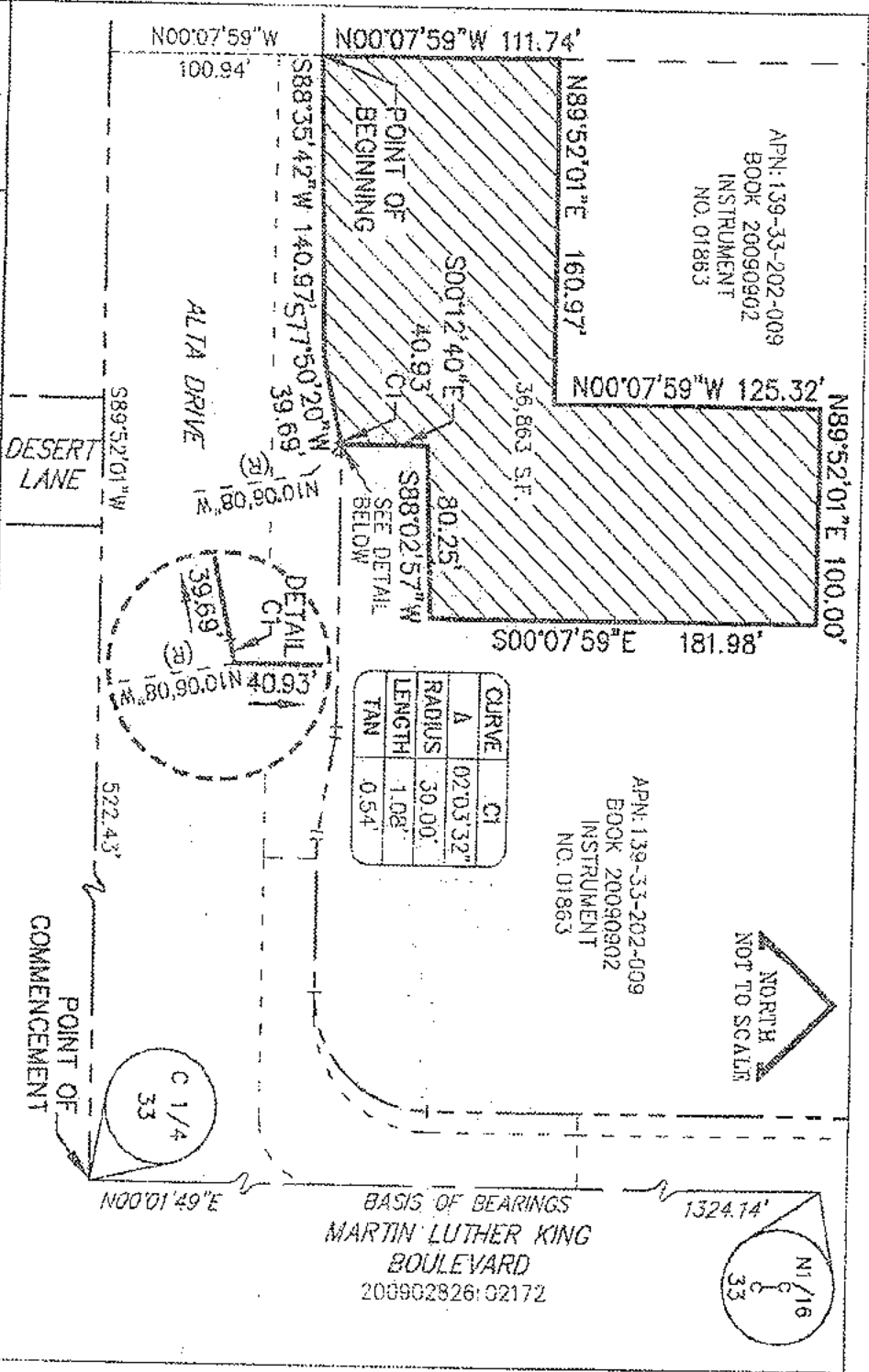


EXHIBIT "C"

EXHIBIT "C"

EXHIBIT "D"

EXHIBIT "D"

APN: 139-33-202-009
 BOOK 20090902
 INSTRUMENT NO. 010663

CURVE	A	RADIUS	LENGTH	TANGENT
C1	89°50'12"	54.00'	84.67'	53.65'
C2	09°27'51"	20.00'	3.30'	1.66'
C3	09°27'51"	30.00'	4.96'	2.48'
C4	09°58'09"	30.00'	5.22'	2.62'

LINE	BEARING	DISTANCE
LT	N89°58'11"W	34.50'

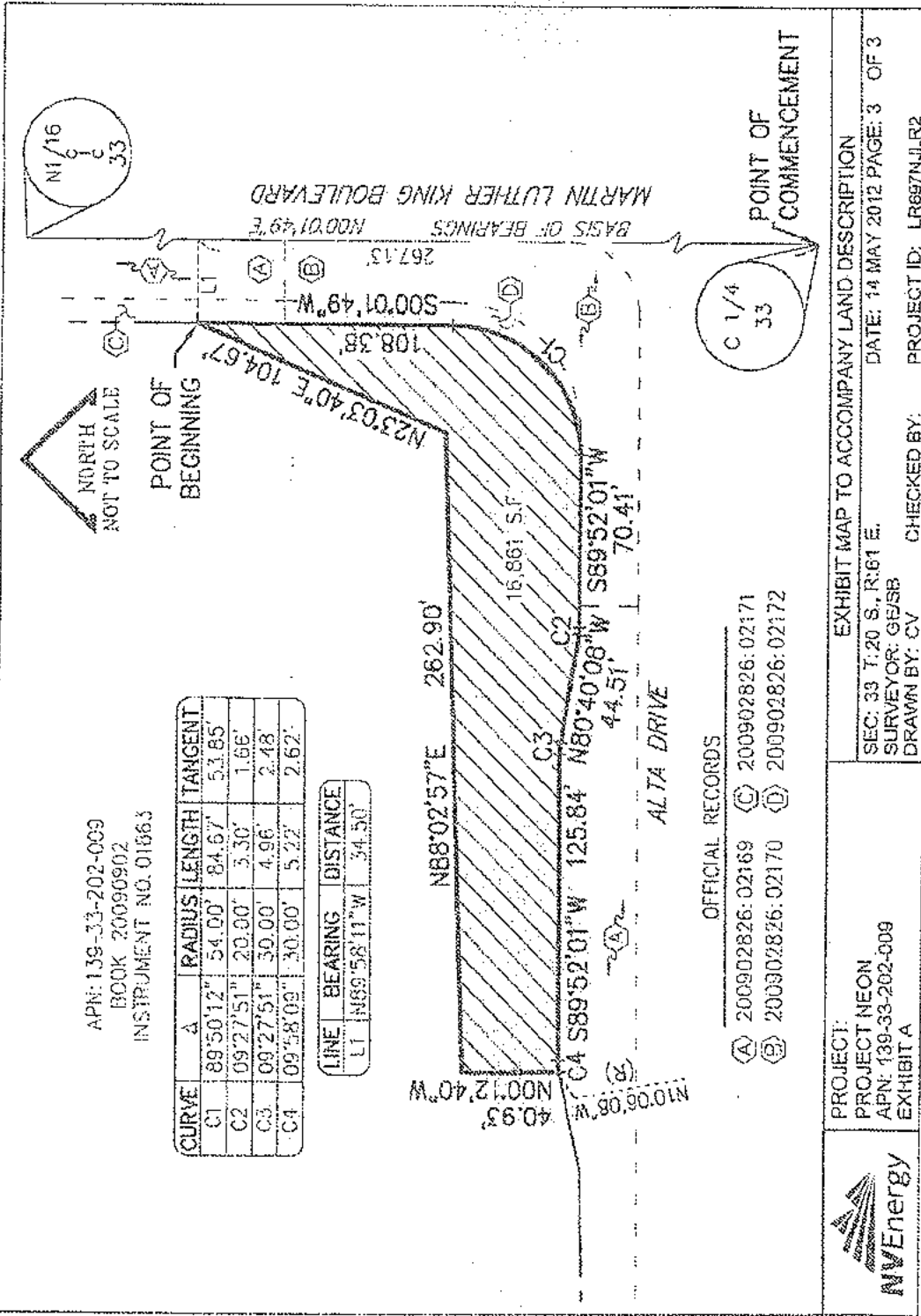


EXHIBIT "E"

EXHIBIT "E"

Pole Placement Map:

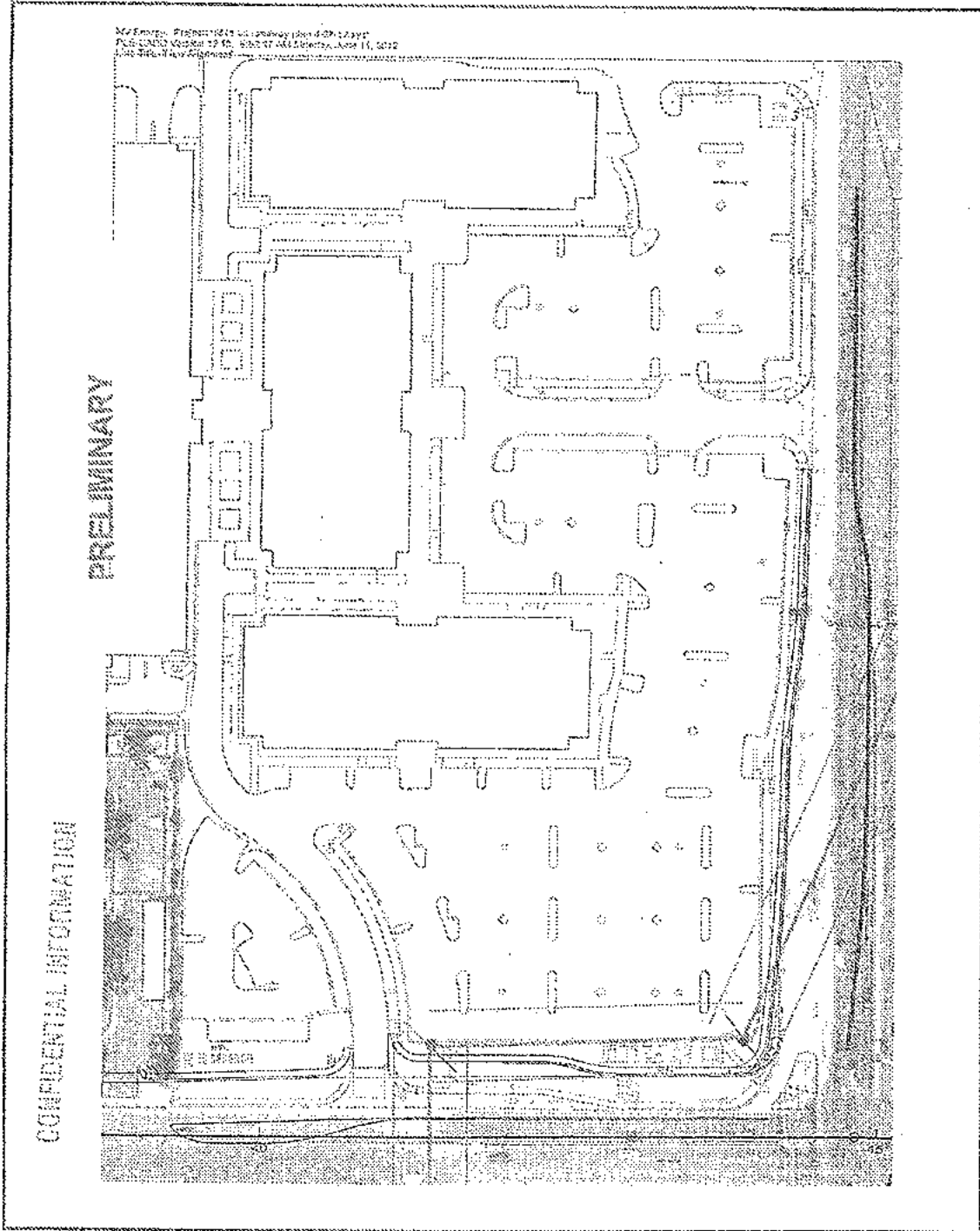
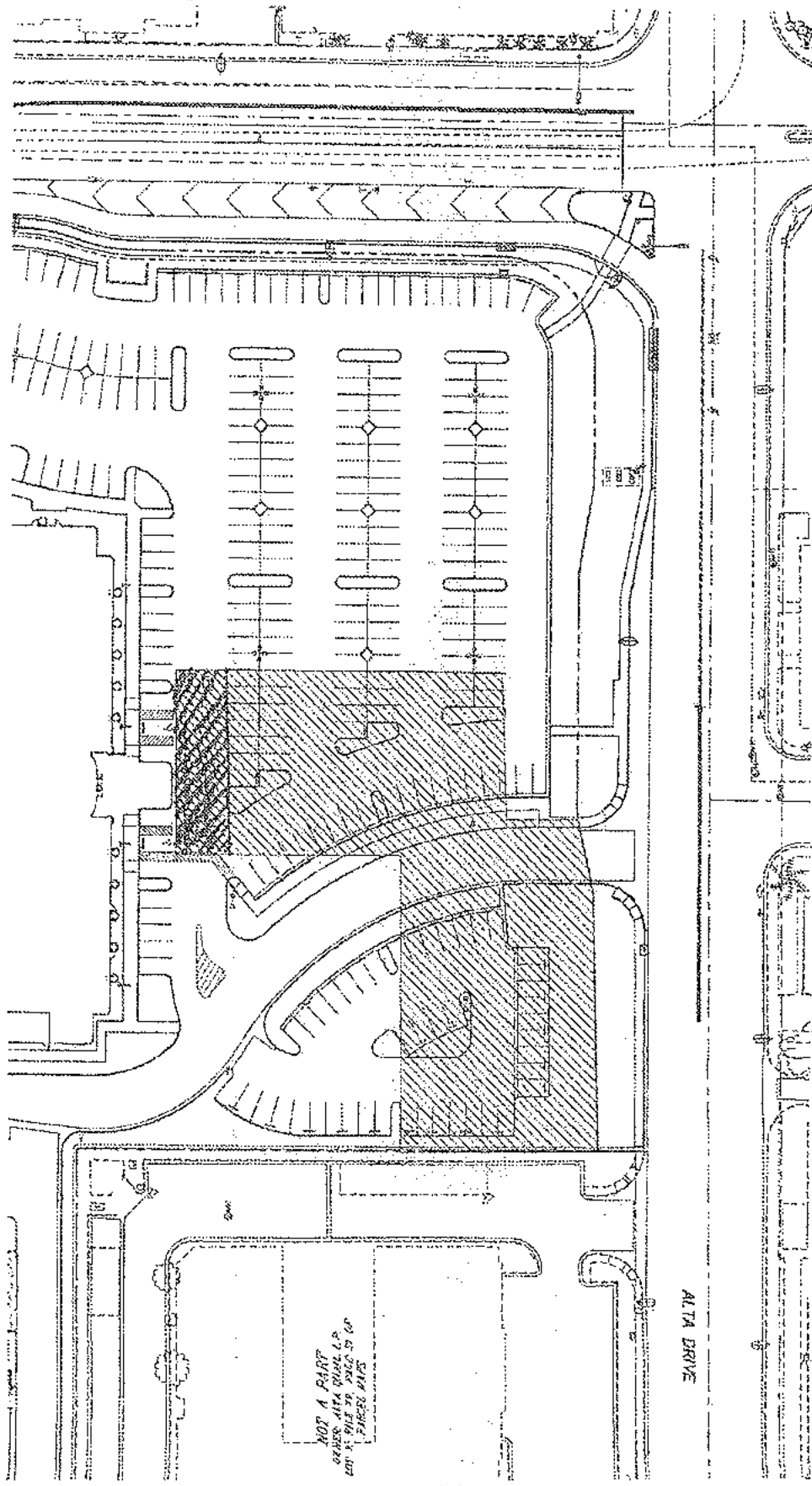
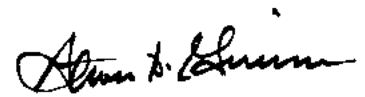


EXHIBIT "F"

EXHIBIT "F"



Ex. 2



CLERK OF THE COURT

1 ANAC
2 BRADFORD R. JERBIC
3 City Attorney
4 Nevada Bar No. 1056
5 By: PHILIP R. BYRNES
6 Deputy City Attorney
7 Nevada Bar No. 166
8 495 South Main Street, Sixth Floor
9 Las Vegas, NV 89101
10 (702) 229-6629
11 (702) 386-1749 (fax)
12 Email: pbyrnes@lasvegasnevada.gov
13 Attorneys for CITY OF LAS VEGAS

DISTRICT COURT

CLARK COUNTY, NEVADA

14 NEVADA POWER COMPANY, a Nevada
15 corporation, d/b/a NV ENERGY,

16 Plaintiff,

17 vs.

18 HIO METRO, LLC, an Arizona limited liability
19 company; LAS VEGAS METROPOLITAN POLICE
20 DEPARTMENT, a metropolitan police department;
21 PROJECT ALTA, LLC, a Nevada limited liability
22 company; PROJECT ALTA II, LLC, a Nevada limited
23 liability company; PROJECT ALTA III, LLC, a
24 Nevada limited liability company; PROJECT ALTA
25 LIQUIDATING TRUST U/A/D 12/31/09, by and
26 through MARK L. FINE & ASSOCIATES, a Nevada
27 corporation, individually and as Trustee; WELLS
28 FARGO BANK, NATIONAL ASSOCIATION, a
Delaware corporation; NEVADA TITLE COMPANY,
a Nevada corporation; CENTRAL TELEPHONE
COMPANY, a Delaware corporation; COX
COMMUNICATIONS LAS VEGAS, INC., a
Delaware corporation; LAS VEGAS VALLEY
WATER DISTRICT, a quasi-municipal corporation;
CITY OF LAS VEGAS, a municipal corporation;
CLARK COUNTY, a political subdivision of the State
of Nevada; all other persons unknown claiming any
right title, estate, lien or interest in the real property
described in the Complaint; DOES I through X; and
ROE CORPORATIONS XI through XX, inclusive,

Defendants.

CASE NO. A-13-681632-C
DEPT. NO. XXVIII

**CITY OF LAS VEGAS' ANSWER TO
FIRST AMENDED COMPLAINT IN EMINENT DOMAIN**

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Defendant CITY OF LAS VEGAS, through its attorneys, BRADFORD R. JERBIC, City Attorney, by PHILIP R. BYRNES, Deputy City Attorney, files its Answer to Plaintiff's First Amended Verified Complaint in Eminent Domain as follows:

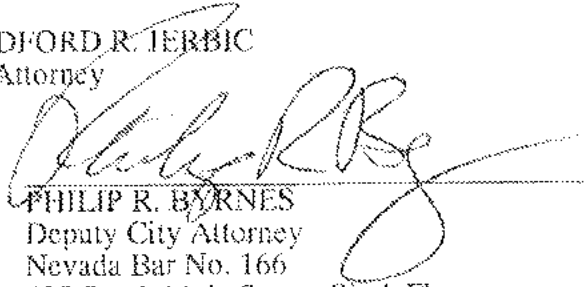
1. Defendant CITY OF LAS VEGAS admits the allegations contained in Paragraph 8(L) of Plaintiff's First Amended Verified Complaint in Eminent Domain to the extent it alleges Defendant CITY OF LAS VEGAS may have an interest in the subject property. However, the City states it does, in fact, have an interest in the acquisition area since it affirmatively alleges it is the owner of a streetlight easement [APN 139-33-202-009 (recorded September 25, 2009) with document number 20090925-02933], a pedestrian walkway easement [APN 139-33-202-009 (recorded September 25, 2009) with document number 20090925-02934], a traffic easement [APN 139-33-202-009 (recorded September 25, 2009) with document number 20090925-02935] which are currently being utilized and will be so utilized into the future.

2. Defendant CITY OF LAS VEGAS is without sufficient knowledge and information sufficient to form a belief as to the truth of the allegations contained in the remaining paragraphs of Plaintiff's First Amended Verified Complaint in Eminent Domain, and therefore denies them in their entirety.

3. Any allegations of Plaintiff's First Amended Verified Complaint in Eminent Domain which have not been expressly answered above or inadvertently omitted are hereby denied in their entirety.

DATED this 4th day of February, 2016.

BRADFORD R. JERBIC
City Attorney

By: 
PHILIP R. BYRNES
Deputy City Attorney
Nevada Bar No. 166
495 South Main Street, Sixth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

CERTIFICATE OF SERVICE

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I hereby certify that on February 4, 2016, I served a true and correct copy of the foregoing CITY OF LAS VEGAS' ANSWER TO FIRST AMENDED COMPLAINT IN EMINENT DOMAIN by depositing the same in the United States Mail at Las Vegas, Nevada, postage fully prepaid and addressed to:

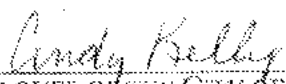
Kirby C. Gruchow, Jr., Esq.
LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, #330
Las Vegas, NV 89148
Attorneys for NEVADA POWER COMPANY D/B/A
NV ENERGY

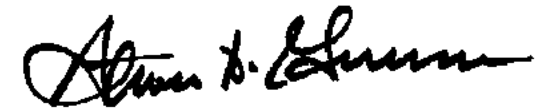
Michael D. Rawlins, Esq.
DURHAM JONES & PINEGAR, P.C.
10785 West Twain Avenue, #200
Las Vegas, NV 89135
Attorneys for LVMPD

Brian C. Padgett, Esq.
LAW OFFICES OF BRIAN C. PADGETT
611 South Sixth Street
Las Vegas, NV 89101
Attorneys for HQ METRO, PROJECT ALTA, II,
III, LIQUIDATING TRUST

Leslie A. Nielsen, Esq.
CLARK COUNTY DISTRICT ATTORNEY'S
OFFICE
Civil Division
500 South Grand Central Parkway
P.O. Box 552215
Las Vegas, NV 89155-2215
Attorneys for CLARK COUNTY

Matthew C. Addison, Esq.
MCDONALD CARANO WILSON LLP
100 West Liberty Street, Tenth Floor
Reno, NV 89501
Attorneys for CENTRAL TELEPHONE COMPANY


AN EMPLOYEE OF THE CITY OF LAS VEGAS



CLERK OF THE COURT

1 ANAC
2 STEVEN B. WOLFSON
3 District Attorney
4 CIVIL DIVISION
5 State Bar No. 001565
6 By: LESLIE A. NIELSEN
7 Deputy District Attorney
8 State Bar No. 002764
9 500 South Grand Central Pkwy.
10 P. O. Box 552215
11 Las Vegas, Nevada 89155-2215
12 (702) 455-4761
13 Fax (702) 382-5178
14 E-Mail: Leslie.Nielsen@ClarkCountyDA.com
15 Attorneys for Defendant
16 Clark County

DISTRICT COURT

CLARK COUNTY, NEVADA

11 NEVADA POWER COMPANY, a Nevada
12 corporation d/b/a NV ENERGY,

Plaintiff,

vs.

14 HQ METRO, LLC, an Arizona Limited
15 liability company; LAS VEGAS
16 METROPOLITAN POLICE
17 DEPARTMENT, a metropolitan police
18 department; PROJECT ALTA, LLC, a
19 Nevada limited liability company; PROJECT
20 ALTA LIQUIDATING TRUST U/A/D
21 12/31/09, by and through MARK L. FINE &
22 Company, a Nevada corporation, individually
23 and as Trustee; WELLS FARGO BANK,
24 NATIONAL ASSOCIATION, a Delaware
25 corporation; NEVADA TITLE COMPANY,
26 a Nevada corporation; CENTRAL
27 TELEPHONE COMPANY, a Delaware
28 corporation; COX COMMUNICATIONS
LAS VEGAS, INC., a Delaware corporation;
LAS VEGAS VALLEY WATER
DISTRICT, a quasi-municipal corporation;
CITY OF LAS VEGAS, a municipal
corporation; CLARK COUNTY, a political
subdivision of the State of Nevada; all other
persons unknown claiming any right, title,
estate, lien or interest in the real property

Case No: A-13-681632-C
Dept No: 28

**DEFENDANT CLARK COUNTY'S
ANSWER TO FIRST AMENDED
COMPLAINT IN EMINENT
DOMAIN**

1 described in the Complaint; DOES I Through)
2 X; and ROE CORPORATIONS XI through
3 XX, inclusive.

4 Defendants.

5 COMES NOW, Defendant, CLARK COUNTY, by and through its attorneys,
6 STEVEN B. WOLFSON, District Attorney, by LESLIE A. NIELSEN, Deputy District
7 Attorney, and files its Answer to Plaintiff's First Amended Verified Complaint in Eminent
8 Domain as follows:

9 1. Answering the allegations contained in Paragraphs 1, 2 and 3, Defendant
10 CLARK COUNTY admits the allegations contained therein.

11 2. Answering the allegations contained in Paragraphs 4, 5, 6, 7 and 13, Defendant
12 CLARK COUNTY is without sufficient knowledge or information upon which to base a
13 belief as to the truth of the allegations contained therein, and upon said ground, denies those
14 allegations.

15 3. Answering the allegations contained in Paragraph 8(M), Defendant CLARK
16 COUNTY admits that it is a political subdivision of the State of Nevada, and that it has an
17 interest in the real property sought to be condemned as evidenced by, among other
18 documents, the (a) Grant, Bargain and Sale Deed recorded with the Clark County Recorder
19 in Book no. 20141028 as Instrument no. 0000190, in which Defendant HQ Metro, LLC,
20 conveyed the real property being condemned herein to Defendant CLARK COUNTY, and
21 (b) Memorandum of Lease and Purchase Option recorded September 2, 2009, in Book No.
22 20090902, as Instrument No. 0000688, of the Official Records of the Clark County
23 Recorder. Defendant CLARK COUNTY is without sufficient knowledge or information
24 upon which to base a belief as to the truth of the allegations contained in the remainder of
25 Paragraph 8, and upon said ground, denies each and every of those allegations.

26 4. Answering the allegations contained in Paragraph 9, Defendant CLARK
27 COUNTY admits that the Acquisition Area is part of a larger parcel, but is without sufficient
28

1 knowledge or information upon which to base a belief as to the truth of the remaining
2 allegations, and upon said ground, denies the remaining allegations.

3 5. Answering the allegations contained in Paragraphs 10 and 12, these allegations
4 constitute statements of law and/or statements of Plaintiff's intent, therefore, no answer or
5 denial is required. To the extent any response is required, Defendant CLARK COUNTY
6 denies each and every allegation contained in those paragraphs.

7 6. Answering the allegations contained in Paragraph 11, Defendant CLARK
8 COUNTY denies the allegations contained therein.

9 AFFIRMATIVE DEFENSES

10 1. Plaintiff has failed to state a claim upon which relief can be granted.

11 2. Plaintiff has failed to join a party under NRCP 19.

12 3. Plaintiff's claims for relief are barred, in whole or in part, by the equitable
13 doctrines of waiver, estoppel and laches.

14 4. Plaintiff has failed to satisfy the conditions precedent to entry of judgment of
15 condemnation as set forth in NRS 37.040.

16 5. Defendant CLARK COUNTY is entitled to compensation as allowed and
17 required by the Federal and Nevada Constitutions and all related federal and Nevada statutes
18 and regulations relating to the taking of the subject property, including, but not limited to,
19 reimbursement of Defendant's relocation expenses and any damages caused by Plaintiff's
20 interference with Defendant's operations.

21 6. Defendant CLARK COUNTY is entitled to recover the fair market value of its
22 interest in the subject property.

23 7. The amount deposited by Plaintiff with the Court is insufficient to compensate
24 all Defendants for the value of the subject property, plus damages.

25 8. Defendant CLARK COUNTY alleges that the fair market value of its interest
26 in the subject real property has yet to be ascertained, and Defendant CLARK COUNTY
27 therefore requests that compensation be determined and awarded according to law.

28

1 9. All possible affirmative defenses may not have been alleged herein insofar as
2 sufficient facts were not available after reasonable inquiry upon the filing of this Answer
3 and, therefore, Defendant CLARK COUNTY reserves all rights to amend this Answer and to
4 allege additional affirmative defenses if subsequent investigation so warrants.

5 WHEREFORE, having fully answered the First Amended Complaint, Defendant
6 CLARK COUNTY respectfully demands judgment in its favor as follows:

7 A. If the Court determines that Plaintiff is entitled to take the subject property by
8 eminent domain, Defendant CLARK COUNTY be awarded damages, including, but not
9 limited to, the costs and expenses associated with any damages caused by Plaintiff's project.

10 B. Defendant CLARK COUNTY be awarded interest, its costs of suit herein
11 incurred, and attorney's fees reasonably incurred in the defense of Plaintiff's action.

12 C. For such other and further relief as the Court may deem just and proper.

13 DATED this 7th day of February, 2016.

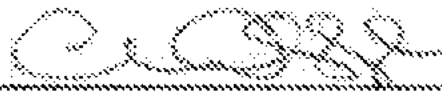
14 STEVEN B. WOLFSON
15 DISTRICT ATTORNEY

16 By: Leslie A. Nielsen
17 LESLIE A. NIELSEN
18 District Attorney
19 State Bar No. 002764
20 500 South Grand Central Pkwy, 5th Flr.
21 P. O. Box 552215
22 Las Vegas, Nevada 89155-2215
23 Attorney for Defendant
24 Clark County
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Office of the Clark County District Attorney and that on this 8th day of February, 2016, I served a true and correct copy of the foregoing **DEFENDANT CLARK COUNTY'S ANSWER TO FIRST AMENDED COMPLAINT IN EMINENT DOMAIN** to the following parties by the method shown below:

ATTORNEYS OF RECORD	PARTIES REPRESENTED	SERVICE METHOD
Kirby C. Gruchow, Jr. Esq. Leach Johnson Song & Gruchow 8945W. Russell Road, Suite 330 Las Vegas, NV 89148	<i>Plaintiff Nevada Power Company d/b/a NV Energy</i>	<input checked="" type="checkbox"/> Wiznet <input type="checkbox"/> Fax Service <input type="checkbox"/> Mail Service <input type="checkbox"/> Personal Service (ROC)
Brian C. Padgett, Esq. Law Offices of Brian C. Padgett 611 South Sixth Street Las Vegas, NV 89101	<i>Defendant HQ Metro, LLC</i>	<input checked="" type="checkbox"/> Wiznet <input type="checkbox"/> Fax Service <input type="checkbox"/> Mail Service <input type="checkbox"/> Personal Service (ROC)
Michael D. Rawlins, Esq. Bradley S. Slighting, Esq. Durham Jones & Pinegar, P.C. 10785 West Twain Avenue, Suite 200 Las Vegas, NV 89135	<i>Defendant Las Vegas Metropolitan Police Department</i>	<input checked="" type="checkbox"/> Wiznet <input type="checkbox"/> Fax Service <input type="checkbox"/> Mail Service <input type="checkbox"/> Personal Service (ROC)
Philip R. Byrnes, Esq. 495 South Main Street, Sixth Floor Las Vegas, NV 89101	<i>City of Las Vegas</i>	<input checked="" type="checkbox"/> Wiznet <input type="checkbox"/> Fax Service <input type="checkbox"/> Mail Service <input type="checkbox"/> Personal Service (ROC)


An Employee of the Clark County District
Attorney's Office – Civil Division


CLERK OF THE COURT

1 **ANSW**
2 MICHAEL RAWLINS, ESQ.
3 Nevada Bar No. 5467
4 BRADLEY S. SLIGHTING, ESQ.
5 Nevada Bar No. 10225
6 **DURHAM JONES & PINEGAR**
7 10785 W. Twain Ave., Suite 200
8 Las Vegas, Nevada 89135
9 Telephone: (702) 870-6060
10 Facsimile: (702) 870-6090
11 mrawlins@djplaw.com
12 bslighting@djplaw.com
13 *Attorneys for Las Vegas Metropolitan Police Dept.*

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 NEVADA POWER COMPANY, a Nevada
11 corporation, d/b/a NV ENERGY,

11 Plaintiff,

12 vs.

13 HQ METRO, LLC, an Arizona limited liability
14 company; LAS VEGAS METROPOLITAN
15 POLICE DEPARTMENT, a metropolitan
16 police department; PROJECT ALTA, LLC, a
17 Nevada limited liability company; PROJECT
18 ALTA II, LLC, a Nevada limited liability
19 company; PROJECT ALTA III, LLC, a
20 Nevada limited liability company; PROJECT
21 ALTA LIQUIDATING TRUST U/A/D
22 12/31/09, by and through MARK L. FINE &
23 ASSOCIATES, a Nevada corporation,
24 individually and as Trustee; WELLS FARGO
25 BANK, NATIONAL ASSOCIATION, a
26 Delaware corporation; NEVADA TITLE
27 COMPANY, a Nevada corporation;
28 CENTRAL TELEPHONE COMPANY, a
Delaware corporation; COX
COMMUNICATIONS LAS VEGAS, INC., a
Delaware corporation; LAS VEGAS VALLEY
WATER DISTRICT, a quasi-municipal
corporation; CITY OF LAS VEGAS, a
municipal corporation; CLARK COUNTY, a
political subdivision of the State of Nevada; all
other persons unknown claiming any right,
title, estate, lien or interest in the real property
described in the Complaint; DOES I through
X; and ROE CORPORATIONS XI through
XX, inclusive,

Defendants.

CASE NO.: A-13-681632-C
DEPT. NO.: XXVIII

**LAS VEGAS METROPOLITAN
POLICE DEPARTMENT'S ANSWER
TO FIRST AMENDED COMPLAINT**

1 Las Vegas Metropolitan Police Department ("Metro"), through its undersigned counsel,
2 answers PLAINTIFF'S FIRST AMENDED VERIFIED COMPLAINT IN EMINENT DOMAIN
3 as follows:

4 1. Metro lacks knowledge or information sufficient to form a belief as to the truth of
5 the allegations in paragraphs 1, 2, 4, 5, 6, 7, 8A, 8C, 8D, 8E, 8F, 8G, 8H, 8I, 8J, 8K, 8L, 8M, 8N,
6 9, 11, and 13, and therefore denies each of those allegations.

7 2. Metro admits the allegations of paragraphs 3 and 8B.

8 3. Paragraphs 10 and 12 call for legal conclusions, and Metro denies those
9 allegations to the extent they are incomplete or inconsistent with controlling law.

10 4. Except as expressly admitted above, Metro denies each of the allegations of
11 Plaintiff's First Amended Verified Complaint in Eminent Domain.

12 AFFIRMATIVE DEFENSES

13 1. Metro is entitled to just compensation for any taking of its property.

14 2. To the extent the property sought to be taken is not for necessary for a public use
15 and a more necessary public use than that to which it has been already appropriated, plaintiff has
16 failed to state a claim upon which relief can be granted.

17 3. To the extent the property sought to be taken has not been located in the manner
18 most compatible with the greatest public good and the least private injury, plaintiff has failed to
19 state a claim upon which relief can be granted.

20 WHEREFORE, Las Vegas Metropolitan Police Department prays as follows:

21 1. That Plaintiff take nothing by way of its first amended complaint;

22 2. For just compensation;

23 3. For an award of attorneys' fees and costs incurred in the defense of this action;

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4. For such other and further relief the Court deems proper.
DATED this 8th day of February, 2016.

DURHAM JONES & PINEGAR, PC

By: /s/ Michael D. Rawlins
MICHAEL D. RAWLINS, ESQ.
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Telephone: (702) 870-6060
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bslighting@djplaw.com

*Attorneys for Defendant, Las Vegas
Metropolitan Police Department*

1 **CERTIFICATE OF SERVICE**

2 The undersigned hereby certifies that on the 8th day of February, 2016, a true and correct
3 copy of the forgoing, *Las Vegas Metropolitan Police Department's Answer to First Amended*
4 *Complaint*, was served by electronically filing and serving with the Clerk of the Court using the
5 Wiznet Electronic Service System and serving all parties with an email address on record in this
6 action as listed below:
7

8 **E-Service Master List
For Case**

9 **Nevada Power Company, Plaintiff(s) vs. HQ Metro, LLC, Defendant(s)**

10 **City of Las Vegas-City Attorney's Office**

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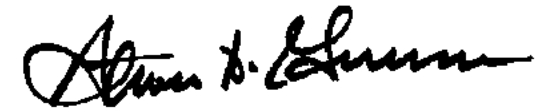
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/s/ Cindy Simmons

Cindy Simmons

An Employee of DURHAM JONES & PINEGAR



CLERK OF THE COURT

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15 Attorneys for Defendant **Clark County**

DISTRICT COURT
CLARK COUNTY, NEVADA

13 NEVADA POWER COMPANY, a Nevada
14 corporation d/b/a NV ENERGY,

14 Plaintiff,

15 vs.

16 HQ METRO, LLC, an Arizona Limited
17 liability company; et al.;

18 Defendants.

Case No.: A-13-681632-C
Dept. No.: 28

REPLY POINTS AND AUTHORITIES IN
SUPPORT OF CLARK COUNTY'S
COUNTERMOTION FOR PARTIAL
SUMMARY JUDGMENT AND
APPLICATION FOR WITHDRAWAL OF
FUNDS DEPOSITED FOR THE
PERMANENT EASEMENT

Date of Hearing: February 16, 2016
Time of Hearing: 9:00 a.m.

21 Defendant, CLARK COUNTY, by and through its attorney, STEVEN B. WOLFSON,
22 District Attorney, by LESLIE A. NIELSEN, Deputy District Attorney, submits this reply
23 memorandum of points and authorities in support of its Countermotion for Partial Summary
24 Judgment and Application for Withdrawal of Funds Deposited for the Permanent Easement
25 ("County's Motion").

26 Under *Argier v. Nevada Power Company*, 114 Nev. 137, 141, 952 P.2d 1390, 1393 (1998),
27 as between successive owners, the right to compensation vests "when the condemning agency enters
28 into possession of the landowner's property[.]" because "the government effects a taking when it

1 requires the landowner to submit to the physical occupation of her land.” 114 Nev. at 141, 952 P.2d
2 at 1392.

3 The Declaration of Senior Project Manager Adelma Thom establishes irrefutably that “NV
4 Energy started construction of its facilities on January 8, 2015.”¹ The start of construction equates to
5 both entry into possession and the physical occupation of the subject property and it constitutes a
6 taking under applicable Nevada law. *See Argier*, 114 Nev. at 193; and *Buzz Stew LLC v. City of No.*
7 *Las Vegas*, 131 Nev. Adv. Op. 1, 341 P.3d 646, 648, 650 (2015)(en banc).

8 In *Argier*, NV Energy installed power lines along the easement being acquired in the
9 condemnation case, exactly as was done in our case, pursuant to a district court order granting
10 immediate occupancy, 114 Nev. at 138, 952 P.2d at 1390. There is nothing in either *Argier* or *Buzz*
11 *Stew* remotely suggesting that the taking occurs and the right to compensation vests:

- 12 (1) when NV Energy “first set foot” on the Property,²
- 13 (2) when NV Energy may have conducted preliminary site visits to check for utility
14 conflicts, mark installation areas, or take soil borings or samples, etc.,³
- 15 (3) when the order for immediate occupancy was signed on October 7, 2013,⁴
- 16 (4) when NV Energy first occupied the Property (the date of which would be established
17 through additional discovery),⁵ or
- 18 (5) at “the initiation of this lawsuit.”⁶

21 ¹ See par. 8 of Exhibit A to Plaintiff Nevada Power Company’s limited opposition to the County’s Motion filed on
22 February 2, 2016 (“**Limited Opposition**”). Any distinction between the “start of” and “extensive” construction, as
argued by Prior Owners, is irrelevant, particularly when Ms. Thom does not say that “extensive” construction started on
January 8, 2015.

23 ² See p. 6, lines 1 and 21, p. 7, line 3, of Defendant Landowners’ Opposition to Clark County’s Countermotion for Partial
Summary Judgment and Application for Withdrawal of Funds Deposited for the Permanent Easement (“**Prior Owners’**
24 **Opposition**”).

25 ³ See p. 6, lines 23-26 of Prior Owners’ Opposition.

26 ⁴ See p. 5, lines 16-22, and p. 6, lines 14-19 of Prior Owners’ Opposition (“Thus, the “time of taking” vested on October
7, 2013.”)

27 ⁵ See p. 6, lines 26-27 of Prior Owners’ Opposition (“Moreover, discovery has not yet been completed on this issue of
when NV Energy first occupied the Subject Property.”)

28 ⁶ Prior Owners have made this argument twice. First, in the argument heading at the top of page 8 of Defendant
Landowners’ Motion for Summary Judgment, and second, in Prior Owners’ Opposition by arguing, “[T]he County, has
not and cannot prove as a matter of law that it is legally entitled to any portion of the funds on deposit by virtue of
purchasing the Subject Property a year and half [sic] after the initiation of this lawsuit. Therefore, the County cannot
sustain any request for partial summary judgment in its favor on that issue,” citing *Argier*.

1 The Prior Owners have submitted no admissible evidence as required by NRCP 56(c) and are
 2 grasping at straws by arguing alternatively and inconsistently that any of these five events
 3 constitutes the "taking" to avoid entry of summary judgment in Clark County's favor. As explained
 4 in *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005), "[T]he substantive law
 5 controls which factual disputes are material and will preclude summary judgment; other factual
 6 disputes are irrelevant." Any factual disputes raised in Prior Owners' Opposition are irrelevant to the
 7 substantive law stated in *Argiers* and *Buzz Stew*.

8 The following chronology contains both the relevant, admissible facts and events that Prior
 9 Owners urge the Court to accept as the date of taking:

10	Date	Event	Source
11	pre-5/10/2013	NV Energy's preliminary studies (surveys, soil tests, appraisals) performed under NRS 37.050	speculation
12			
13	5/10/2013	NV Energy's complaint is filed	court file
14	10/7/2013	Order for immediate occupancy is signed	court file
15	10/28/2014	Clark County's deed is recorded	Tarr Declaration
16	1/8/2015	NV Energy starts construction on the Property	Thom Declaration

17
 18 **A. THE RIGHT TO COMPENSATION VESTED IN CLARK COUNTY ON THE DATE**
 19 **CONSTRUCTION STARTED**

20 Under both *Argier* and *Buzz Stew*, the start of construction equates to both entry into
 21 possession and the physical occupation of the subject property and it constitutes the taking. Quoting
 22 from *Nichols on Eminent Domain* § 5.02[3](1997) in its *Argier* decision, the Nevada Supreme Court
 23 stated,

24 If a parcel of land is sold after a portion of it has been taken *or after it has been*
 25 *injuriouslly affected by the construction of some authorized public work*, the right to
 26 compensation, constitutional or statutory, does not run with the land but remains a
 27 personal claim in the hands of the vendor, unless it has been assigned by special
 28 assignment or by a provision in the deed Conversely, if the land is sold after
 condemnation proceedings have been instituted but before the *punctum temporis* of
 the taking, the purchaser, and not the vendor, is entitled to the compensation.

1 114 Nev. at 139, 952 P.2d at 1391 (emphasis in original)(footnote omitted).

2 Likewise, the Nevada Supreme Court revisited the issue posed by successive owners last
3 year in *Buzz Stew*, stating,

4 [W]e conclude that the evidence presented at trial did not establish that a taking
5 occurred while Buzz Stew maintained an interest in the property, either by the
6 eventual construction of a drainage system on the property or by any prior water
invasion.

7 341 P.3d at 648. The Court reiterated the significance of construction later in its opinion, stating,

8 Buzz Stew had a legitimate interest in the property affected by the City's project only
9 from 2002-2004, when it owned the parcel. Therefore, we conclude that the eventual
construction . . . does not evince a taking of Buzz Stew's property.

10
11 341 P.3d at 648, 660. In light of the Court's language in both of these cases, it is not reasonable to
12 argue that any event other than the start of construction on the Property dictates when the right to
13 compensation vests.

14 **B. NONE OF THE EARLIER EVENTS CONSTITUTES A TAKING**

15 Apparently, Prior Owners argue that when NV Energy "first set foot" on the Property, that
16 constituted a taking. They also argue without any supporting evidence that NV Energy typically
17 makes initial site visits to mark installation areas, check for conflicts with other existing utilities,
18 conduct borings, take soil samples, etc. For purposes of this motion, Clark County accepts as true
19 that NV Energy conducted such preliminary onsite investigations before commencing its
20 condemnation action similar to what was likely done before construction of its power line project
21 on the *Argier* property. However, under NRS 37.050(3), such entry is deemed explicitly to "not
22 give rise to any cause of action in favor of the owner or occupant of the land, except for actual
23 damages sustained to the land or any improvements thereon and all injuries resulting from
24 negligence, wantonness or malice." (Emphasis added)

25 As previously argued, the order for immediate occupancy merely gave NV Energy *the right*
26 to enter, occupy and construct its project in the easement areas. NV Energy did not exercise that
27 right until January 8, 2015. There is no evidence showing otherwise. Prior Owners have not sought
28 to postpone consideration of the County's Motion under NRCP 56(f) by submitting an affidavit

1 explaining why it cannot present the evidence essential to justify their opposition to the County's
2 Motion. Indeed, Prior Owners would bear a heavy burden to explain how additional discovery
3 would produce a genuine issue of material fact, having initiated four stipulations and one motion to
4 extend discovery⁷ and without having taken a single deposition nor having served any pertinent
5 written discovery. Failure to provide an affidavit in support of any request for a continuance of
6 Clark County's Motion to conduct discovery into when NV Energy "occupied" the Property justifies
7 denial of the request for continuance. *Choy v. Ameristar Casinos, Inc.*, 127 Nev. Adv. Rep. 78, 265
8 P.3d 698, 700 (2011). There is simply no evidence in this record showing NV Energy occupied the
9 Property before January 8, 2015.

10 Prior Owners have not cited to *Argiers* or *Buzz Stew* or to the law of any jurisdiction to
11 support their argument that an order for immediate occupancy constitutes a taking for purposes of
12 determining which of successive owners is vested with the right to compensation. There is,
13 obviously, a difference between having the right to occupy property and the physical occupation
14 which does constitute a taking.

15 **C. CLARK COUNTY'S MOTION FOR SUMMARY JUDGMENT WAS TIMELY**

16 Although there is a signed stipulation to extend the deadline for dispositive motions, the
17 current deadline was February 2, 2016, and therefore, Clark County's Motion was timely. Prior
18 Owners argue Clark County waited 27 months to file its motion, but it is not clear why this is
19 relevant. Prior Owners themselves waited 26 months to file their dispositive motion. Because Clark
20 County never intended to contest the original offer of compensation by NV Energy, there was no
21 sense in Clark County hiring any experts (as Prior Owners did) or in pursuing any discovery. As
22 previously explained, Clark County filed its motion soon after NV Energy served its Rule 16.1
23 supplement along with appraiser Glenn Anderson's letter reporting when construction started on the
24 Property.

25 **D. NV ENERGY DOES NOT OPPOSE WITHDRAWAL OF THE ENTIRE \$166,000**
26 **REPRESENTING COMPENSATION DUE FOR THE PERMANENT EASEMENT**

27
28 ⁷ The motion was filed on April 29, 2014, and stipulations were filed on December 23, 2014, June 3, 2015, December 8,
2015, and there is a stipulation pending signature on the order.

1 Assuming this Court agrees with Clark County that summary judgment in its favor is
2 appropriate, NV Energy's Limited Opposition makes clear that NV Energy does not oppose
3 withdrawal of the \$166,000 deposited with the Clerk. NV Energy's Limited Opposition also asserts
4 that Clark County's Motion could be read as requesting the exclusion of expert testimony of NV
5 Energy's appraiser at trial. This is not true. Clark County is merely asking the Court to allow Clark
6 County to withdraw the entire \$166,000 under NRS 37.100(6) which, in theory, could require Clark
7 County to reimburse any difference between that amount and the compensation awarded for the
8 permanent easement at trial.

9 **CONCLUSION**

10 Clark County has established under the applicable law in *Argier* and *Buzz Stew* that no
11 genuine issue of material fact exists as to who owned the Property when NV Energy entered into
12 possession for the purpose of installing its transmission line. Instead of responding to Clark
13 County's assertion that Prior Owners' 2013 appraisal contained no deduction for NV Energy's
14 acquisition, they complained that Clark County is not an authorized user of the report.⁸ Thus, were
15 Clark County's Motion to be denied, Clark County would suffer a loss and Prior Owners would
16 receive a windfall similar to the one contemplated in *Argier*. 114 Nev. at 140, 952 P.2d at 1392.
17 Because the purchase price was negotiated based in part on the 2013 DiFederico appraisal, without
18 regard for the lost interest in the Property, Clark County should receive the compensation rather than
19 Prior Owners whose sale proceeds were not reduced accordingly.

20 DATED this 11th day of February, 2016.

21 STEVEN B. WOLFSON
22 DISTRICT ATTORNEY

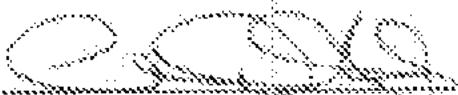
23 By: Leslie A. Nielsen
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25 District Attorney
26 Nevada Bar No. 2764
27 500 South Grand Central Pkwy, 5th Flr.
28 P. O. Box 552215
Las Vegas, Nevada 89155-2215
Attorneys for Defendant Clark County

⁸ It would appear that ship sailed when Prior Owners gave it to Clark County with the demand that Clark County pay \$225,000,000 for the Property. The 2013 DiFederico appraisal is now a public record under NRS chapter 239, is discoverable in this case, and should have been submitted by Prior Owners under Rule 16.1.

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Office of the Clark County District Attorney and that on this 11 day of February, 2016, I served a true and correct copy of the foregoing **REPLY POINTS AND AUTHORITIES IN SUPPORT OF CLARK COUNTY'S COUNTERMOTION FOR PARTIAL SUMMARY JUDGMENT AND APPLICATION FOR WITHDRAWAL OF FUNDS DEPOSITED FOR THE PERMANENT EASEMENT** by:

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Brian C. Padgett, Esq. Law Offices of Brian C. Padgett 611 South Sixth Street Las Vegas, NV 89101	<i>Defendant HQ Metro, LLC</i>	<input checked="" type="checkbox"/> Wiznet <input type="checkbox"/> Fax Service <input type="checkbox"/> Mail Service <input type="checkbox"/> Personal Service (ROC)
Michael D. Rawlins, Esq. Bradley S. Slighting, Esq. Durham Jones & Pinegar, P.C. 10785 West Twain Avenue, Suite 200 Las Vegas, NV 89135	<i>Defendant Las Vegas Metropolitan Police Department</i>	<input checked="" type="checkbox"/> Wiznet <input type="checkbox"/> Fax Service <input type="checkbox"/> Mail Service <input type="checkbox"/> Personal Service (ROC)
Philip R. Byrnes, Esq. 495 South Main Street, Sixth Floor Las Vegas, NV 89101	<i>City of Las Vegas</i>	<input checked="" type="checkbox"/> Wiznet <input type="checkbox"/> Fax Service <input type="checkbox"/> Mail Service <input type="checkbox"/> Personal Service (ROC)


An Employee of the Clark County District Attorney's Office -- Civil Division

CLERK OF THE COURT

ORDER

Judge Ronald J. Israel
Eighth Judicial District Court
Department XXVIII
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155
(702)671-3631

DISTRICT COURT

CLARK COUNTY, NEVADA

NEVADA POWER COMPANY, a Nevada,
Corporation, d/b/a NV ENERGY,

Plaintiff,

vs.

HQ METRO, LLC, an Arizona limited liability
company; LAS VEGAS METROPOLITAN
POLICE DEPARTMENT, a metropolitan
police department; et al.,

Defendants.

Case No. A-13-681632-C
Dept. No. XXVIII

Hearing Date: 02/16/2016
Hearing Time: 9:00 a.m.

ORDER

Both Plaintiff and Defendants filed competing motions for summary judgment. Based upon the following undisputed facts there are three separate issues of law that can be decided at this time. The Court can decide which party is entitled to damages from the permanent easement, which party is entitled to damages from the temporary construction easement, and the time period for determining damages under the temporary construction easement.

FACTS

The Las Vegas Metropolitan Police Department (LVMPD) entered into a long-term lease agreement with HQ Metro, LLC, to lease the entirety of the property, herein after referred to as "the Property." LVMPD was the sole tenant of the Property including all structures, land, and parking lots on the Property.

2/25/16

1 In October of 2013, Nevada Power filed a verified Complaint in Eminent Domain seeking
2 both temporary and permanent easements on the property owned by HQ Metro, LLC.

3 On May 5, 2013, Plaintiff filed a Motion for Immediate Occupancy.

4 On October 15, 2013, parties filed a Stipulation and Order for Immediate Occupancy.
5 Exhibit 2 to the Stipulation discusses both the temporary construction easement along with the
6 temporary construction easement area. Pursuant to the temporary construction easement,
7 construction vehicles must be allowed on the property during the duration of the temporary
8 construction easement.

9 Based on the foregoing facts, the court considers:

10 The first issue: who is entitled to damages under the permanent construction easement. The
11 Court FINDS that HQ Metro, LLC, is entitled to damages because HQ Metro, LLC, was the owner
12 of the subject property at the time of the initiation of the permanent construction easement in
13 October 2013; not Clark County who purchased the property in 2015.

14 The second issue: who is entitled to damages under the temporary construction easement.
15 The Court FINDS that LVMPD is entitled to the damages. NRS 37.020 refers to a fee simple or
16 lesser estate in real property. Clearly, the legislature realized that lesser estates, such as a tenant,
17 could be affected by the taking. The fee simple owner was not effected in any way by the temporary
18 taking but the tenant clearly was. Balancing the harms clearly are one-sided in LVMPD's favor.

19 The third issue: when does the time period for determining damages under the temporary
20 construction easement begin and end. The Court FINDS that the time period for damages under the
21 temporary construction easement is the full period of the easement, not the 89 days of actual
22 construction. The temporary construction easement began on October 15, 2013, as Nevada Power
23 had the right to immediate possession for construction purposes.

24 Questions of fact remain as to the damages themselves; specifically what damages were
25 suffered under the temporary construction easement, when was LVMPD placed on notice that
26 construction would begin, and when was Nevada Power on the property.

27 Further, questions of fact remain as to how the preparation affected the temporary
28 construction easement damages.

1 Clearly, the parties allowed for activities to take place on the premises in preparation for the
2 construction in the temporary easement area. Although the majority of the disturbance to the tenant
3 was due to the temporary construction itself, there was certainly some disturbance also caused by the
4 preparation. Just as the appraiser apportioned the use of the property due to the temporary
5 construction area, there clearly were other uses of the property by the Plaintiff that need to be
6 quantified.

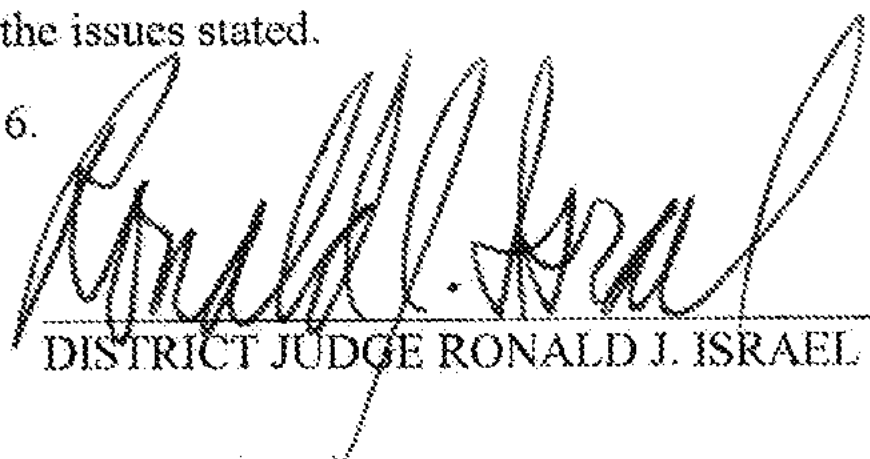
7 NRS 37.110 relates to the ascertainment and assessment of damages, stating

8 Separately, how much the portion not sought to be condemned, and
9 each estate or interest therein, will be benefited, if at all, by the
10 construction of the improvement proposed by the plaintiff; and if
11 the benefit shall be equal to the damages assessed, under
12 subsection 2 of this section, the owner of the parcel shall be
13 allowed no compensation except the value of the portion taken; but
14 if the benefit shall be less than the damages so assessed, the former
15 shall be deducted from the latter, and the remainder shall be the
16 only damages allowed in addition to the value of the portion taken.

17 Clearly, the statute refers to any interests therein. The Legislature realized that lesser estates
18 could be affected by the taking and may be entitled to damages from the taking, but the damage is a
19 question of fact still to be decided.

20 Partial summary judgment is granted as to the issues stated.

21 DATED this 25 day of February, 2016.


DISTRICT JUDGE RONALD J. ISRAEL

22 ///
23 ///
24 ///
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26 ///
27 ///

28

CERTIFICATE OF SERVICE

I hereby certify that on the 25 day of February, 2016, I electronically served a true and correct copy of the foregoing ORDER as follows:

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Law Offices of Brian C. Padgett			
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Kirby Gruchow	kuruchow@leachjohnson.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Leach Johnson Song & Gruchow

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McDonald Carano Wilson LLP

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Nancy Hoy	nhoy@mcdonaldcarano.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>

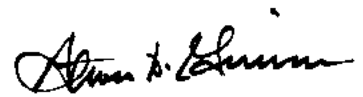
The Law Office of Brian C Padgett

Name	Email		Select
Brian C Padgett	brian@briancpadgett.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Sandra Jeter, Judicial Executive Assistant
A-13-681632-C
Order

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CLERK OF THE COURT

1 TRAN

DISTRICT COURT

CLARK COUNTY, NEVADA

* * * * *

5 NEVADA POWER COMPANY,)
6)
7 Plaintiff,)

CASE NO. A-13-681632-C

8 vs.)

DEPT. NO. XXVIII

9 EQ METRO, LLC, CLARK COUNTY,)
10 CITY OF LAS VEGAS, CENTRAL)
11 TELEPHONE COMPANY, WELLS FARGO)
12 BANK NATIONAL ASSOCIATION,)
13 PROJECT ALTA LIQUIDATING)
14 TRUST, ET AL.,)
15 Defendants.)

Transcript of Proceedings

BEFORE THE HONORABLE RONALD J. ISRAEL, DISTRICT COURT JUDGE

ALL PENDING MOTIONS

TUESDAY, FEBRUARY 16, 2016

APPEARANCES:

For the Plaintiff: KIRBY C. GRUCHOW, JR., ESQ.

For the Defendants: LESLIE A. NIELSEN, ESQ.
AMY L. SUGDEN, ESQ.
MICHAEL D. RAWLINS, ESQ.
RUTH MILLER, ESQ.

RECORDED BY: JUDY CHAPPELL, DISTRICT COURT
TRANSCRIBED BY: KRISTEN LUNKWITZ

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

1 TUESDAY, FEBRUARY 16, 2016 AT 9:39 A.M.

2

3 THE CLERK: Case number A681632, Nevada Power
4 Company versus HQ Metro. I believe -- I don't know if Mr.
5 --

6 MR. RAWLINS: I don't see anyone here from NV
7 Energy.

8 THE CLERK: I have a message that he thought it
9 was 10 and that he was on his way.

10 MS. SUGDEN: Yeah, Your Honor, I actually did send
11 Mr. Gruchow a message as well and that was my
12 understanding. He said: I'm sorry. I thought it was at
13 10. He's in route. I expect that he will be here any
14 minute.

15 THE COURT: All right. We'll -- we have a few
16 other things though.

17 THE CLERK: Well, no. We start our 9:45s. That's
18 the last of the 9 o'clocks. So, --

19 MS. SUGDEN: Your Honor, if I may?

20 THE COURT: Yeah.

21 MS. SUGDEN: I do believe that there's two
22 motions, my plaintiff's motions -- I'm sorry, plaintiffs.
23 The landowner's motions that don't involve NV Energy's
24 input but then the countermotions are what they did a
25 limited opposition to from Metro and Clark County. So, if

1 you wanted to get started because I do believe there's four
2 millions pending.

3 THE COURT: No. Counsel's not here and they're on
4 their way so let's -- I think as a professional courtesy,
5 let's at least wait. We're --

6 THE CLERK: Then do you want to start the 9:45s?

7 THE COURT: Yeah. Go ahead. We'll go with --

8 THE CLERK: Okay.

9 [Colloquy between the Clerk and the Court]

10 [Case trailed at 9:40 a.m.]

11 [Case recalled at 10:06 a.m.]

12 THE CLERK: *Nevada Power*, page 3 and 4. Case
13 number A681632. *Nevada Power Company versus HQ Metro*.

14 THE COURT: Counsel, state your appearance.

15 MR. RAWLINS: Michael Rawlins and Ruth Miller for
16 Las Vegas Metropolitan Police Department.

17 MS. SUGDEN: Good morning, Your Honor. Amy Sugden
18 for HQ Metro, LLC, Project Alta, LLC, Project II, LLC, III
19 -- let's see -- and Wells Fargo.

20 MR. GRUCHEW: Good morning, Your Honor. Kirby
21 Gruchow on behalf of the plaintiff NV Energy.

22 MS. SUGDEN: And just because the defendants'
23 table is full I'm going to share Mr. Gruchow's table if
24 that's all right with everyone.

25 MR. GRUCHEW: That's fine.

1 MS. SUCDEN: Thanks.

2 THE COURT: Okay. So, which one do you have as
3 first? All right. Nevada Power and EQ Metro, D,
4 Landowner's Motion for Declaratory Relief. We'll go with
5 that.

6 MS. SUCDEN: Yes, Your Honor. Thank you.

7 THE COURT: And just so it's clear, when you say
8 defendant landowners, you're no longer the defendant
9 landowner?

10 MS. SUCDEN: Correct, Your Honor, and I'll
11 definitely address that in my arguments.

12 As you noted, you called the Motion for
13 Declaratory Relief. That was originally filed on OSM back
14 in December and when we came before Your Honor, I do think
15 there was some discussion that it was -- should be more
16 presented as a Motion for Summary Judgment. So, I would
17 like to argue those two together. They definitely overlap.

18 We're asking for, essentially, relief from this
19 Court to determine who is entitled to the just compensation
20 at issue in this case. You know, we are here for an
21 eminent domain action whereby NV Energy has acquired a
22 permanent easement to install some electrical utilities and
23 also a temporary construction easement to actually do the
24 work to install those utilities. I know last time there
25 was a few questions --

1 THE COURT: And the work's all already been
2 completed?

3 MS. SUGDEN: Correct, Your Honor. And what I
4 wanted to show is this exhibit, which I've already cleared
5 with everybody, as far as to actually show you the
6 facilities that were installed because I do think there's
7 some questions. I'm a visual person. I like to know. I
8 think it makes more sense.

9 This is the southern portion of the property,
10 which is the Metropolitan Police Department. And you can
11 see these two black dots. These are actually the overhead
12 transmission lines that were installed in the property.
13 So, they are up. On the flip side there is the actual
14 depiction of the permanent easement that was acquired. So,
15 NV Energy has acquired this easement area that's shaded to
16 actually have those two poles installed. And because of
17 the wires that were strung between, I believe national
18 electrical security clearance requires that they have room
19 to swing. So, they acquired, my understanding is, this
20 easement area in bold for those utilities.

21 So, everything has been installed and now we're
22 fighting over who is entitled to money. We did have some
23 significant progress since this case was filed in May of
24 2013. We did go to a settlement conference a couple months
25 ago and the landowners, that's my clients, that own the

1 property at the time of the taking, were very close to
2 resolving this issue with Nevada Power. Unfortunately,
3 some things came up that prevented us from doing that.

4 So, I did file the Motion for Declaratory Relief
5 on OST and then subsequently the Motion for Summary
6 Judgment which asked this Court simply to determine who is
7 entitled to the money. Now, I think Clark County and Metro
8 muddied the waters quite a bit with their counter motions,
9 asking this Court to have them entitled to withdraw the
10 money that's been on deposit, as well as get into some
11 substantive issues on the actual way in which these two
12 easements were valued. Now, I think that we should put all
13 of those distractions aside and really focus on our Nevada
14 Constitution, the Nevada Supreme Court which has two cases
15 directly on point for what we're going to talk about today,
16 and NRS Chapter 37. Just one minute.

17 Now, the general rule in eminent domain is that
18 the landowner at the time of the taking is entitled to the
19 just compensation. That's clear. Our Nevada Supreme Court
20 says, in *Argier versus Nevada Power Company*, which is 114
21 Nevada 137, 1998, quote:

22 It is well settled that when there is a taking of
23 property by eminent domain in compliance with law, it
24 is the owner of the property at the time of the taking
25 who is entitled to the compensation.

1 Now, this is in line with the Nevada Constitution
2 which also says, under Article 1, section 22, clause 4:

3 In all eminent domain actions, just compensation
4 shall be defined as that sum of money necessary to
5 place the property owner back in the same position
6 monetarily without any governmental offsets as if the
7 property had never been taken.

8 We also see this same language in NRS Chapter 37,
9 under NRS 37.1203 it reiterates:

10 In all actions in eminent domain the Court shall
11 award just compensation to the owner of the property
12 that is being taken. Just compensation is that sum of
13 money necessary to place the property owner in the same
14 position monetarily as if it had never been taken.

15 Now, we see the word owner 44 times in NRS 37.
16 There's no reference to tenant.

17 THE COURT: Let's talk about the taking though.

18 MS. SUGDEN: Okay.

19 THE COURT: It says the taking. Well, when is the
20 taking?

21 MS. SUGDEN: Great question.

22 THE COURT: Is the taking when the -- all the
23 litigation or when it's actually used, if you will? And
24 that's the whole point of both these cross motions.

25 MS. SUGDEN: Correct. So, Argiers also asks, or

1 answers that question that Your Honor just posed. They
2 hold that:

3 Equity mandates vesting when the condemning agency
4 enters into possession of the landowner's property.

5 The condemning authority, NV Energy in this case,
6 got possession by Your Honor's Order in October of 2013
7 when it got occupancy. TL got possession. TL was able to
8 go into that property and use that easement from there on
9 out and that is the time of the taking. And that only
10 makes sense. That's when they were required to put up the
11 money. They deposited those funds at that same time. That
12 gives them the right to interfere with and go into the
13 property.

14 This is the first time -- I mean, I was shocked to
15 hear Clark County come 27 months after we've been
16 litigating this case. Clark County has not produced one
17 appraisal in this case. Clark County has not sent out any
18 discovery until about 30 days ago. We're the one. We're
19 the landowners that have spent \$30,000 to produce an
20 appraisal. We've sent out discovery to NV Energy.

21 Now, I think Clark County, trying to support
22 Metro, to claim all the money for the -- you know, despite
23 the fact that they've purchased the property a year and a
24 half after litigation was instituted.

25 Now, it definitely makes sense if you --

1 THE COURT: Why wasn't it -- if litigation was
2 taking place, why wasn't this made part of the agreement?
3 I mean, did you guys -- somehow all these attorneys
4 overlooked that in a, what I think is a \$100 million
5 purchase? How much?

6 MS. SUGDEN: It's more than that, Your Honor --

7 THE COURT: Yeah.

8 MS. SUGDEN: But actually it does -- if you look
9 at the Purchase and Sale Agreement, which I know Clark
10 County attached to his Opposition and countermotion, it
11 says it was taken the sale and it was acknowledged that
12 there was this title report that had all these encumbrances
13 on there and it specifically identified this litigation.

14 And when you go back and look at *Argiers*, it says
15 not unless -- that the basic rule, again, is that it stays
16 with the landowner unless it's specifically contracted
17 away. It was not contracted away. It doesn't say -- and,
18 you know, I know that Clark County brought up the
19 landowner's -- we used the same appraiser that did -- that
20 appraised the property for the eminent domain as it did for
21 the sale to county. And the county's own appraiser says it
22 didn't consider the NV Energy acquisition because it just
23 assumed it would be worked out between the landowner and
24 tenant. I have a copy of that if Your Honor would like to
25 see it. But I don't believe that we need to go there

1 because, again, the general rule is it stays with the
2 landowner at the time of taking.

3 The taking occurred when they got possession and
4 that's very clear under *Argiers*. It says -- there's a
5 Supreme Court case, *United States versus Dow* that *Argiers*
6 cites to and it says there:

7 The government obtained a judgment of immediate --
8 I'm sorry --
9 -- immediate possession for an easement and it
10 subsequently laid a pipeline across the owner's
11 property.

12 That's exactly what happened here. You issued an
13 order for immediate possession of an easement. And in, you
14 know, *Argier* follows the *United States versus Dow* saying:
15 Let's look at when the government interferes with the
16 landowner's possession of the property. And that occurred
17 back in October of 2013. Actually, it probably would have
18 occurred a little bit earlier but there was some
19 negotiations going on with the stipulation. It would have
20 occurred maybe in July -- bless you.

21 So, if Your Honor has any more questions, I can go
22 on to Metro because they have a different claim based on
23 their lease hold.

24 THE COURT: Yeah. Why not.

25 MS. SUGDEN: Okay. So, we've gone over the

1 general rule again that it goes to the property owner and I
2 think it's really important to understand the Nevada
3 Constitution, the Supreme Court, and all of NRS 37 says:
4 We recognize the property owner gets the compensation in
5 these cases. However, there are exceptions to that rule
6 but they must be -- they're exceptions. They must be
7 contracted for or somehow otherwise obtained.

8 And in this case, Metro is unhappy that its lease,
9 which it negotiated and agreed to, doesn't contain a
10 provision that allows it to have a temporary construction
11 easement. There is a lease that we all agreed to. It
12 governs -- you know, Metro was named, along with, you know,
13 11 other defendants, for its interest in the property. It
14 has its interest in the property, pursuant to its
15 contractual obligation as a lessor.

16 Now, that contract gives the rights to both
17 parties involved. Respectfully, Your Honor, it's asking
18 you to go back, Metro wants you to rewrite their lease and
19 add a new term that wasn't bargained for. He wants to have
20 you come in and say: It doesn't mean what these other
21 provisions say under Section 16.1.

22 THE COURT: Well, didn't a temporary affect the
23 parking in that corner?

24 MS. SUGDEN: No.

25 THE COURT: It certainly appears to me that it --

1 and all the construction, etcetera, and that is in the
2 lease.

3 MS. SUGDEN: Your Honor, they don't make a claim
4 under Section 16.1 or 2, or 3, for an -- there was no
5 taking of the parking.

6 THE COURT: 16.01.

7 MS. SUGDEN: Yeah. I believe that that's not a
8 disputed issue, that there was no -- nothing under the
9 current lease that they're looking to for compensation.
10 They're looking outside the lease and saying -- I mean,
11 it's very clear in their Opposition. The lease doesn't
12 address this so, we think by some equitable argument, we're
13 entitled to this.

14 THE COURT: How about -- what's that *Sandal Wood*
15 [sic]? Is that --

16 THE CLERK: *Shadow Wood*.

17 THE COURT: *Shadow Wood*. How about *Shadow Wood*,
18 which you're probably not familiar with, has to do with 6 -
19 - NRS 116. The Supreme Court came out and they talked
20 about equity and they said even -- or in -- it was a
21 fairly, if you will -- it was an important case because NRS
22 116, the HOA fight, if you will, was regarding the statutes
23 and they came out very strongly and said that equity, in
24 regards to this, controlled over -- potentially, over the
25 statute.

1 In fact, the statute says that those declarations
2 in a foreclosure or deed regarding foreclosure, it says,
3 you know, by giving you this deed we grant -- we state that
4 everything was done in the foreclosure properly. And the
5 Supreme Court said: Wait a second. You know, that's not
6 exactly the case, that equity is important and we need to
7 show blah, blah, blah, blah.

8 Anyway, what I'm saying is the Supreme Court said
9 equity was extremely important in that and here we have,
10 you know, a lease which does talk about at least the
11 parking being used. How is it in equity the landowner
12 would, and we're talking a lease of the entirety of the
13 space of the land, wouldn't be entitled to the temporary.
14 What interest at all does the landowner have, other than a
15 windfall?

16 MS. SUGDEN: Well, Your Honor, one, I think that
17 it's important, again, to know that --

18 THE COURT: And I'm just talking the temporary.

19 MS. SUGDEN: I understand that. And I know that
20 they've made that argument that they're the sole possessor
21 but if you look at the rent, the rent is based on the
22 building, and the square footage, and some parking. As far
23 as, you know, the landscape buffer and a lot of the area
24 that they're talking about, I don't think that -- you know,
25 they're claiming they're harmed. I'm not sure how they're

1 harmed. They didn't ask us for -- my client for a
2 reduction in rent, which they could have very easily done
3 saying we can't use this. They weren't actually harmed. I
4 think they're trying to make a money grab just like Clark
5 County at the end of the case. When you talk about equity,
6 I understand --

7 THE COURT: I'm sure they'd say the same for you
8 but go on.

9 MS. SUGDEN: Right. And I understand that but,
10 Your Honor, there's -- the Nevada Constitution, you know,
11 governs just compensation and while I think that I
12 understand your arguments about equity and I'm sorry I'm
13 not familiar with *Shadow Wood*. I'm happy to look it up.

14 THE COURT: No. It's totally out of your area,
15 I'm sure. So --

16 MS. SUGDEN: The problem is, I don't want to get
17 involved with HOA law again, but I think that at the end of
18 it we have *Musser*, which if we didn't have that case and
19 the Supreme Court speaking specifically that says when
20 there's a -- the parties have an allocation of condemnation
21 awards, you have to look to the lease terms to govern. I
22 think -- to go outside of that, you're rendering their
23 lease, you know, terms invalid in rewriting new terms that
24 go against the Nevada Supreme Court's own law.

25 So, they've had the opportunity in this case, it

1 was similar. The landowner had a 49 year lease. There was
2 a long term lease. I'm sorry, the tenant, and there was a
3 dispute about what they were entitled to. They wanted a
4 portion of the condemnation award and --

5 THE COURT: And -- so it's clear on the record,
6 the lease was for everything. The entire of the -- in the
7 entirety of the property. Correct?

8 MS. SUGDEN: Well, it definitely encumbers that
9 the building and the parking is what they were paying for.
10 Yes.

11 THE COURT: Okay. So, tell me why you guys should
12 be entitled to it when, assuming there were trucks, and
13 cranes, and whatever to put up those towers, either on the
14 street or certainly in the parking lot, why, at all, you
15 have an equity interest in it? The temporary, again.

16 MS. SUGDEN: Your Honor, one, I think that the law
17 provides that we do have -- we're the owner of the property
18 and the default is it goes to them unless it was contracted
19 away. I know that NV -- or, I'm sorry, Metro is unhappy
20 that it agreed to those provisions but, at the end of the
21 day, just like all these other easements are referenced on
22 this exhibit, there's all sorts of other encumbrances on
23 that property. This is just another encumbrance.

24 THE COURT: Oh, just so you -- I've got it for
25 you. *Sandal Wood HOA* [sic] 132 Nevada advanced opinion 5.

1 It's 2016, just last month, I believe.

2 MS. SUDEN: Okay. Thank you.

3 THE COURT: So, anyway. Thank you. They had it.
4 Go on.

5 MS. SUDEN: I was just saying, Your Honor, that
6 there are a number of other encumbrances that you can see.
7 You know, there's a signal easement, a water district --
8 all of these other encumbrances are on there and anytime,
9 you know, those people can go on and access those, it
10 doesn't mean then that Metro gets to come back and ask my
11 client for money saying: Wait, you know, there's all of
12 these other restrictions and now because we're the sole
13 possessor of the property, we're just entitled equitably.

14 I understand the argument but the law -- it's so
15 in contradiction of -- the Nevada supreme Court has spoke
16 to this issue, specifically, and the only support, Your
17 Honor, respectfully, that they have to even go to it is two
18 cases that are more than 50 years old that have the Supreme
19 Court -- I'm sorry, Nevada -- New York, and they're not
20 even on point.

21 So, while I think that we can always understand,
22 hopefully there's a good faith to any argument, the law
23 here is very clear that the lease governs. And I think if
24 you were to allow them any rights the temporary
25 construction easement. One, we all are going to have to go

1 to trial and then, two, the fact is that their -- it's not
2 in conformance with the law. It just totally throws out
3 *Musser*. It throws out the lease and *Argiers*.

4 THE COURT: All right. Thank you.

5 MS. SUGDEN: Thanks.

6 MS. NIELSEN: Good morning, Your Honor. Leslie
7 Nielsen on behalf of Clark County. I'm going to start --
8 This is a unique situation where we have two Nevada Supreme
9 Court cases that are directly on point. Now, obviously we
10 disagree with Ms. Sugden with respect to what they mean but
11 very clearly they both say that the right to compensation
12 vests as between two successive owners when they're -- at
13 the moment that there has been a taking. And as Your Honor
14 pointed out, that would contemplate when they -- the
15 condemning agency actually uses the property.

16 Ms. Sugden has argued that the order for occupancy
17 is the appropriate time that the right to compensation
18 vests but from reading *Argier* and *Buzz Stew*, it's clear as
19 day that the Order for Occupancy is not the event that
20 triggers the right to compensation. In fact, there's no
21 case that I've ever seen that says that an Order for
22 Occupancy constitutes a taking. And that's what we're
23 looking at here is: When was the taking?

24 THE COURT: But couldn't Nevada Power have gone in
25 the next day and said: Okay. Now, we're going to start

1 doing our thing. Even though they didn't, they had that
2 ability.

3 MS. NIELSEN: They absolutely had the right to go
4 on the property and start building their project at that
5 point, Your Honor, but they did not. They waited until --
6 for whatever reason, they waited until January 8th, 2015 to
7 go on the property to build their project. There --
8 really, those three terms are used interchangeably between
9 all the cases, that is the physical occupancy, the physical
10 possession, and the taking. And what we're talking about
11 here is the physical occupancy and going on and
12 constructing the project.

13 So, there are only two dates that are relevant to
14 these motions and that is October 28th, 2014, when the deed
15 conveying the property to Clark County's recorded, and then
16 January 8th, 2015, when Nevada Power went on the property
17 and started construction. So, the only difference between
18 *Argier* and our case, may I assert, is that in *Argier*, the
19 property transferred after construction of the transmission
20 line and in our case, the property transferred before the
21 transmission line was constructed. So, in *Argier* there was
22 also an Order for Occupancy but the focus is when the
23 transmission line was constructed.

24 The same is true in the *Buzz Stew* case that we've
25 cited, in 2015. In *Buzz Stew*, there was no Order for

1 Occupancy at all and the property transferred before
2 construction of the drainage channel on the properties.
3 So, that's exactly what happened here. And that is the
4 property transferred before construction of the project.

5 So, there are no cases that say that when the
6 condemning agency goes on the property initially to conduct
7 studies, appraisals, soil testing, surveys, that that
8 constitutes a taking. There is no case law, Your Honor,
9 that asserts that. And counsel has not cited to any case
10 law that says that.

11 The -- counsel also cited to this case, the 1958
12 United States Supreme Court case of *United States versus*
13 *Dow*. And, Your Honor, it's very important that they cited
14 to that because in that case it makes very, very clear that
15 the Order for Occupancy is not the event that constitutes
16 the taking. And, so, in the first -- in the second
17 paragraph of that opinion, the Court states:

18 As requested in the petition, the District Court
19 ordered the United States into immediate possession of
20 this strip. Within the next 10 days, the United States
21 entered into physical possession and began laying the
22 pipeline through the tract.

23 So, this United States Supreme Court case they
24 cited in *Argier*, and that was cited by counsel just a
25 moment ago, makes crystal clear that the Order for

1 Occupancy is not the triggering event. It's the entry into
2 physical possession.

3 So, Your Honor, I would also assert that no
4 additional discovery would be necessary. Although counsel
5 did not just now argue for additional discovery, it was
6 argued in the papers. And the reason that I would suggest
7 that no additional discovery would assist in determining
8 when was -- when Nevada Power first occupied the property
9 is that Metro, of course, would be in the best position to
10 know when that date was because they, of course, were
11 occupying all of the property. And Metro would also be
12 motivated in this context to provide an affidavit that
13 shows that occupancy occurred earlier than January 8th, 2015
14 and they have not provided any such affidavit. So, there
15 is -- I don't know of any witness who can explain how it
16 was that Nevada Power occupied the property before the
17 start of construction.

18 Counsel also cited to the Purchase and Sale
19 Agreement when Clark County purchased the property. Of
20 course, Clark County was aware of the litigation. You
21 know, obviously I was counsel of record at the time. I was
22 involved in both the purchase of the property and in this
23 litigation. So, there is nothing -- when counsel argues
24 that the right to compensation stays with the landowner
25 unless it's contracted away, Your Honor, I would assert

1 that there was no right to compensation yet, at the time
2 that purchase and sale was negotiated, because there had
3 been no taking. So, under *Argier*, it's clear that -- and
4 under *Buzz Stow*, it's clear that you can't contract away a
5 right to compensation that you don't own.

6 So, respectfully, we'd request that the Court
7 grant our Motion for Withdraw of the \$166,000 deposited on
8 account of the permanent easement and grant our Motion for
9 Summary Judgment because we assert that Ms. Sugden's
10 clients have not shown any material fact at issue. They've
11 only argued irrelevant facts and that is when was the first
12 -- when did Nevada Power first set foot on the property and
13 they're also arguing that the initiation of the lawsuit
14 might trigger the vesting. But in any event, it's clear
15 from both Nevada Power -- or excuse me, yeah, the *Argier*
16 case and the *Buzz Stow* case, that compensation vests when
17 there's physical possession, physical occupation,
18 construction, and that constitutes the taking. Thank you.

19 THE COURT: Thank you.

20 MR. RAWLINS: Your Honor, the map doesn't show
21 where the temporary easement is but if I had two Post-IT
22 notes, I could show you where it is. Does somebody have --

23 THE CLERK: I have big ones.

24 MR. RAWLINS: These might be little. I have a map
25 as Exhibit 1 to my counter-motion but I want Your Honor to

1 get an idea of what's going on. There was -- these are a
2 little bit too big. There was a rectangle here and a
3 rectangle here. And the idea was to pull the wires through
4 the pole here. They needed to station a crane over here so
5 they had an area over here. And then these wires head off
6 this direction so, they needed another staging area up in
7 here. So, this is where the temporary construction
8 easement is. You can get the exact dimensions by looking
9 on my Exhibit 1.

10 But -- so, I am not here to talk about, Your
11 Honor, the permanent easement today. I'm here to talk
12 about the temporary construction easement and my
13 counter-motion was to simply ask the Court to recognize that
14 as between a landlord and a tenant, the tenant should be
15 entitled to the temporary construction easement money.

16 Your Honor, I want to point out just a couple of
17 fallacies that HQ Metro has engaged in. One is they are
18 pretending that the word owner in NRS Chapter 37 only
19 refers to a fee owner. It clearly doesn't and I cited
20 several statutes in my brief. For instance, NRS Chapter
21 37.020 says:

22 The fee simple or lesser estate in real property
23 and any other property are subject to be taken for
24 public use from the owners thereof.

25 So, not only a fee owner can have a taking occur

1 against them but somebody with a lesser estate such as a
2 lease hold interest can. NRS 37.070 says:

3 The name of all owners, occupants, and claimants
4 of the property must be put into the Complaint.

5 And so, when Nevada Energy sued, they rightfully
6 brought in anybody who had a plausible interest in the
7 property that is being taken which included the landlord,
8 the tenant, the subsequent landlord, they brought in
9 everybody. So, there is no one owner who can come into the
10 Court and say: By default I got the money.

11 Now, what the *Musser* case says and I agree with
12 what she says. The *Musser* case says if there's a lease
13 that answers the questions who as between the landlord and
14 the tenant gets the money, then you go with what the lease
15 says. Well, what we have -- but what *Musser* does not say
16 is that there is some kind of default that if the lease
17 doesn't mention it that it goes to the fee owner. *Musser*
18 doesn't say that. If the lease doesn't solve the problem,
19 it doesn't tell the Court who, as between the landlord and
20 the tenant gets the money for a temporary easement, then
21 you have to go to the common law and that's what we have to
22 do here because the lease, in this case, doesn't help us.
23 The lease talks about what happens if permanent parking is
24 taken and that the landlord might have to rebuild. And it
25 talks about if there is portions of buildings taken and the

1 landlord might have to do some things. It never mentions
2 an easement or a temporary easement.

3 So, we are now -- the Court is now in the position
4 of having to say: What makes sense? Who suffered the
5 damages? And I can tell from your Court's comments already
6 that you -- you asked the question isn't it the tenant that
7 suffered the damages here because the tenant had to put up
8 with the construction and the interference and that's
9 exactly right.

10 The two cases I cited out of New York are right on
11 point, Your Honor. One is the *Great American* case where
12 there was a temporary construction easement. There was no
13 lease provision that could assist the Court in -- the
14 landlord and the tenant had never allocated in the lease
15 who got temporary construction easement money. So, the
16 Court asked the obvious questions. Did the tenant pay rent
17 during this time period? Was the tenant the person that
18 was entitled to possess the property during the time
19 period? And isn't it the tenant that had to live with the
20 construction during that time period? And the Court
21 ultimately concluded it's the tenant not the landlord that
22 gets the money.

23 The other case that I cited to you was a United
24 States Supreme Court case, I believe it's from World War I,
25 a landlord owned a pier, leased the pier to the tenant, and

1 then the government came along and said: We're seizing
2 your pier for the duration of the war because we need it.
3 And the tenant continued to pay rent during that time
4 period and then when the war was over the government gave
5 the pier back to the tenant and then they said: Tenant,
6 how much are you owed? And that case was about some
7 valuation issues but it was clear that it was the tenant
8 that got the money. And, in fact, the Court referred to
9 the tenant as the owner of the property. It says:

10 The government's obligation is to put the owners
11 in as good position, pecuniarily, as if they -- the use
12 of the their property had not been taken.

13 They are entitled to have the full equivalent of
14 the value of such at the time of the taking paid
15 contemporary in use of the taking.

16 So, the government treated the tenant as the owner
17 because it was the tenant who suffered from the taking.

18 So, Your Honor, I think as between the landlord
19 and the tenant, it's very clear here that the tenant gets
20 the money.

21 Now, I have asked the Court to issue a ruling on
22 that. That is a pure question of law. If there was a
23 dispute as to whether the tenant had paid the rent or there
24 was a dispute as to what the lease said, then that might be
25 an issue of fact that would require trial. But nobody has

1 disputed the basic facts that my client was the tenant, and
2 my client paid the rent during the entire term of the TCE,
3 and that my client was the one that suffered the damages
4 from the taking.

5 So, I think you can and should rule as a matter of
6 law that the tenant gets the money. And I think that will
7 do more to settle this case than anything else that could
8 happen because the parties will kind of know where they're
9 aligned and then they can go with Nevada Energy and settle.

10 The other finding I've asked the Court to make is
11 that compensation is owed for the entire duration of the
12 temporary construction easement. Both appraisers in this
13 case, NV Energy's appraiser and the IQ Metro's appraisers,
14 both valued this the same. They said we need to look at
15 the duration of the temporary construction easement and
16 they both found it to be about 20 months. And we need to
17 find a rental value for that land. What does it cost to
18 rent that land? And they came up with their values.

19 Their values are different because their dollars
20 per square foot were different but they both used the same
21 methodology and I'm simply asking the Court to find that
22 the duration of the temporary construction easement, by its
23 own terms, was 20 and a half months. That's because this
24 Court entered an order for immediate occupancy in October
25 of 2013 and the temporary construction easement, on its own

1 terms, expired in July of 2015. That's 20 and a half
2 months and we're just saying that if you give us 20 and a
3 half months at the NV Energy's rate, that's \$107,000 and
4 change. And we've asked the Court -- there's actually
5 \$115,000 on deposit with this Court for the temporary
6 construction easement but the easement was a little bit
7 shorter than the appraiser who did it before the easement
8 went into effect. So, we're not asking for the full amount
9 of the 115 today. We're just asking for 107 and change
10 that's in my brief.

11 And that's what we're asking the Court to do is
12 just find two findings, that the tenant is entitled to the
13 money, which is Metro, and that they're entitled to it for
14 the full duration of the temporary construction easement.

15 I cited to the Court authorities saying that the
16 tenant is entitled to -- or that somebody is entitled to
17 the full duration of the temporary construction easement.
18 It is the policy of NDOT in this state to pay for the
19 entire duration of the temporary construction easement.
20 It's the policy of CAL DOT. I showed you that in the brief
21 that CAL DOT said we can't ask for 20 and a half months of
22 an easement and then later on come in and say: Oh, we're
23 only asking -- we're only going to pay for 60 days because
24 that's the only time that we used it for construction.

25 And I also cited you a case, the Nassau case, I

1 think that was out of New York, where the Court said that
2 you owe it for the duration of the easement, not just for
3 the days of construction.

4 So, if you will make those two findings and then
5 make a -- or direct the Clerk of the Court to distribute
6 107,000 and change to my client, that's what we're asking
7 for, Your Honor. If you have any questions I'll be happy
8 to answer them.

9 THE COURT: Well, even if I was to decide in your
10 favor on the overall question, isn't there still a dispute
11 as to the actual amount?

12 MR. RAWLINS: Yes. What happens in the statute,
13 Your Honor, is when somebody comes in to get a temporary --
14 a certificate of occupancy before trial, they have to post
15 a bond or they have to post cash with the Court for the
16 amount that their appraiser has valued the easement. And
17 they've done that and the statute also says that the
18 parties can then ask to have that withdrawn. That does not
19 get rid of the issue at trial. You're going to have to
20 decide at trial whether it's \$17 a foot is the land value,
21 which is what XV Energy's expert claims, or whether it's
22 \$30 per foot, which is what EQ Metro's appraiser has, or
23 whether it's some number in between. And, so, it's
24 possible that we will be owed more money later.

25 But that doesn't -- the fact that there is that

1 issue as to the ultimate disposition, under Chapter 37 you
2 can still distribute the funds that are with the Court.
3 So, we're not getting rid of that factual issue. What
4 we're doing is if you decide as I asked, you would settle
5 the dispute as to the landlord and the tenant as to who
6 gets the money and you would settle the dispute as to do
7 they owe it for the entire duration of the temporary
8 construction easement or do they only owe it for the
9 construction period? Both of which are questions of law.

10 THE COURT: Okay. Thank you.

11 [Colloquy between the Court and the Clerk]

12 THE COURT: So, your trial has been reset until
13 August. Did you guys know that?

14 MS. SUGDEN: Yes, Your Honor. I mean, we,
15 unfortunately, due to all these latent claims now to the
16 money, had to move trial because if they're bringing up all
17 these new claims -- like I said, I haven't seen one expert
18 opinion from either of these other two defendants that we
19 now have to -- I mean, I need to take depositions and all
20 these things. You know, we were ready to be done with this
21 case until this happened. So, that's why we sought relief
22 from Your Honor.

23 THE COURT: So, the Commissioner moved it and so --
24 -- okay. Reply.

25 MS. SUGDEN: Thank you, Your Honor, just briefly.

1 I really want to hit home that as far as Clark
2 County, if the Supreme Court meant that construction was
3 the time in which a taking occurred, it very clearly and
4 easily could have used the word construction. It did not.
5 It used the word possession. That means the legal right to
6 enter into the property which you had noted they had the
7 right to do as of October 2013 when the landowners, my
8 clients, still owned the property. We don't need to go
9 into more discovery because I didn't need to submit an
10 affidavit asking for more discovery because the on-site
11 that Clark County refers to to say: Hey. Ah-ha.
12 Construction did not occur until January 2015, therefore
13 we're now entitled to all the money.

14 That own appraiser, one sentence down, says:
15 There was clear occupancy in the permanent easement prior
16 to that time. So, that in and of itself is a disputed
17 issue of fact, preventing Clark County from getting its
18 Motion for Summary Judgment.

19 However, we don't -- that disputed fact does not
20 negate what happened in getting occupancy and possession in
21 2013. So, I would just ask that we enforce your order
22 which you entered and respect the right that the -- NV
23 Energy had from that point moving forward. And, again,
24 they put up the money at that time. That allowed their
25 possession. I think that Dow, contrary to Ms. Nielsen's

1 argument, is referred to in *Argier* for the fact that the
2 government, again, it says, quote:

3 Therefore, the government had obtained a judgment
4 of immediate possession for an easement and
5 subsequently laid a pipeline across the property's
6 owner.

7 And it said: The Court held --

8 Further down: That when the government enters
9 into possession of property prior to acquiring title,
10 it is the former event which constitutes the taking.

11 That possession occurred when they got the
12 immediate occupancy here in this case. End of story. So,
13 that addresses Clark County.

14 As far as Metro, you know, going on their
15 argument, any tenant -- which I know it hasn't been nearly
16 as long maybe as my colleagues but I've done this for eight
17 years now, doing landowner work. I've never seen a tenant
18 get the temporary construction easement. So, they're
19 asking you to rewrite and come up with this very --
20 according to them, clear out law which doesn't exist. We
21 have *Musser*, we have *Argiers*, and the only thing they could
22 look to, the only things they could look to were a 1968 and
23 a 1927 case, which I do want to address a little more in
24 detail because Mr. Rawlins did.

25 *Great Atlantic and Pac. Tea Co. versus State*, the

1 first case he referenced, is immediately distinguishable
2 because the first thing they noticed, I think in like the
3 third paragraph of the decision, is that there was no
4 lease, quote:

5 No condemnation clause was included in the lease.

6 We have one here, Your Honor, and it's not just --
7 these aren't unsophisticated parties. They know what they
8 were bargaining for. It's a 30-page long lease. And
9 you've got a detailed analysis of when Metro's entitled to
10 things under that lease, 16.1, .2, .3. Again, Your Honor,
11 I don't want to have you become now a party to the lease
12 and write a new term that wasn't there.

13 Now, the other case they referred to, the 1927
14 case of *Phelps*, doesn't talk about what we are talking
15 about here. They, again as Mr. Rawlins noted, only
16 reference the word tenant as an owner. I mean, that's, I
17 think, the best they could do should show you that there
18 really is not any law supporting their claims when we've
19 got *Musser* which is very clear. You have to look at two
20 sentences and it says, quote:

21 If there exists a prior agreement between a
22 landlord and tenant as to the allocation of
23 condemnation proceeds, that agreement governs the
24 disposition of those proceeds.

25 I just ask that Your Honor follow the Nevada

1 Supreme Court, this case law on point, to support -- you
2 know, the landowner that's done. Again, all the discovery,
3 I haven't seen one thing produced or prosecuted to dispute
4 now what I think they're trying to say I think they're owed
5 more money. If they really thought that they were just
6 entitled to the temporary construction easement and PE
7 money, they would have went to NV Energy 20 some odd months
8 ago and said: Hey. Just give us what's on deposit. We're
9 done.

10 THE COURT: I'm reading 16.02 and -- go ahead and
11 take a minute and get to it.

12 MS. SUGDEN: : --

13 THE COURT: In the event of a taking by eminent
14 domain resulting in a termination of this lease, in
15 whole or in part, tenant shall be entitled to
16 participate in any award for the taking to the extent
17 that any award includes loss of the then value of the
18 improvements installed by tenant and contained in the
19 lease property. If this lease does not terminate --

20 It goes on. It talks about parking spaces,
21 et cetera. Doesn't that show certainly that they are
22 entitled to something if there's a taking?

23 MS. SUGDEN: Well, Your Honor, two things. One,
24 Metro itself doesn't actually say that this provision
25 applies. We agree to that. It's undisputed that there's

1 nothing in the lease, particularly section 16 of eminent
2 domain, that governs the temporary construction easement.

3 What happens is if you look at 16.02: In the
4 event of a taking by eminent domain resulting in a
5 termination of this lease --

6 And then it goes on to say: The tenant can
7 participate.

8 Here, and it relates back to 16.01 which talks
9 about:

10 In the event a material portion of any building is
11 taken by eminent domain, either party may terminate.

12 And, so, first there has to be a termination and
13 then the lessor has the right at that point to go in under
14 16.02 and .03 -- sorry I keep calling them just .1, .2, .3
15 but to then get whatever portion of the proceeds from the
16 termination but that has not occurred.

17 You know, that's why I wanted to bring you the
18 exhibit so you could see the minimal, you know, the actual
19 permanent easement area and then by the Post-its now, the
20 temporary construction easement area. You know, Metro
21 never came and complained and said: Hey. Give us a rent
22 reduction. We're being harmed. You know, they all sat
23 back and waited, apparently they really wanted us to go to
24 trial, get as much money as we could and then come in after
25 and claim it because that's the only logical explanation we

1 have left.

2 So, no one's claiming that they're entitled --
3 that Metro gets rights under 16.02. So, I don't think you
4 actually need to, you know, even go there.

5 THE COURT: Is that the case?

6 MR. RAWLINS: Well, Your Honor, I can say it this
7 way: Section 16 envisions some circumstances in which the
8 tenant would be entitled to some of the taking. I don't
9 think 16.02 applies because that's in the event of an
10 eminent domain resulting in the termination of the lease.
11 Our position is simply that none of those three paragraphs
12 in the lease talk about this situation at all. And, so, in
13 essence, there is no lease provision to help you.

14 THE COURT: All right. I just was asking about
15 that. Go ahead.

16 MS. SUGDEN: Okay. Well, Your Honor, just to wrap
17 up, I mean, as far as the countermotions to withdraw the
18 funds, one, I think you noted that it's a disputed issue as
19 far as the value of the TCR. I think that Metro is trying
20 to get you to make some determinations about that valuation
21 at this point but I would obviously strenuously object to
22 any withdraw given all the disputes to the money and I
23 think we can resolve this clearly by, again, applying
24 *Musser*, applying *Argiers*, the Nevada Constitution. We know
25 the general rule, they have not, unfortunately, proven that

1 they're entitled to any exception. And so neither Clark
2 County, by becoming a subsequent purchaser a year and a
3 half after the property was acquired and interfered with,
4 nor Metro is entitled to any of the compensation in this
5 case. Thank you.

6 THE COURT: All right. Thank you.

7 MR. GRUCHEW: Your Honor, I just had a brief
8 comment.

9 THE COURT: Yeah.

10 MR. GRUCHEW: Yeah.

11 THE COURT: Okay.

12 MR. GRUCHEW: Good morning, Kirby Gruchow on
13 behalf of plaintiff NV Energy. I was hoping not to have to
14 --

15 THE COURT: So you can justify being here. Sorry,
16 I just had to --

17 MR. GRUCHEW: No. Well, there actually is an
18 important reason. I was hoping not to have to speak today
19 but Mr. Rawlins has made an argument that affects my
20 client's trial presentation. You know, Metropolitan Police
21 Department is arguing that the temporary construction
22 easement should be valued a trial as a 20-month period and
23 there's a couple problems with that. Number one, that's
24 not what we're here today for. My client has no problem in
25 releasing all the money to whichever defendant you order.

1 So, there doesn't need to be made any determinations that
2 affect our trial presentation as to the valuation
3 components of the value of the land, the value of the
4 temporary construction easement, the length of the terms,
5 or any of these things. That doesn't need to be done today
6 and, in fact, NRS 37.100 contemplates that nothing that
7 happens today is admissible in court. So, the corollary
8 area is there shouldn't be anything created today that
9 should become admissible in court against my client's
10 interest, including whatever you do to release the money.

11 So, the second important point is that
12 Metropolitan Police Department and Clark County cannot
13 argue that the vesting occurred on January 2015 and then
14 try to charge my client as if the vesting occurred in
15 October of 2013. So, if you rule today that the county
16 and/or Metropolitan Police Department got the money because
17 the vesting occurred in my client and to the property on
18 January 2015, it doesn't make any sense to value the
19 temporary construction easement prior to that. It would be
20 valued from January 8, 2015 until the construction was
21 completed.

22 On the corollary, if you decide that the vesting
23 occurred on the occupancy order in October of 2013, we
24 presented you evidence that you shouldn't be making advance
25 trial decisions and evidentiary rulings in this context

1 over disputed facts. Again, NRS 37 --

2 THE COURT: What are the disputed facts regarding
3 that?

4 MR. GRUCEW: Well, Your Honor, the money was
5 deposited based on an appraisal that contemplated there
6 would be a 20 or 22-month term to the temporary
7 construction easement. Once the case was filed in June of
8 2013, there were four months of negotiations that changed
9 the temporary construction easement and resulted in a
10 stipulation order for occupancy that required my client to
11 amend its Complaint to add a brand new temporary
12 construction easement to the Complaint. That occurred in
13 October of 2013. That contemplated that my client would
14 not be using the property until that gave advance notice
15 and warning and had a preconstruction meeting with
16 Metropolitan Police Department. So, the Metropolitan
17 Police Department had free, uninterrupted use of that
18 property between the time of the filing of the Complaint in
19 June of 2013, until my client gave notice and came onto the
20 property in January of 2016.

21 So, the pre-Complaint appraisal that valued this
22 property based on a 20 or 22-month term, contemplated that
23 my client would have the right to come into the property at
24 any time between January 2013 and June of 2016. That
25 didn't occur. What happened was Metropolitan Police

1 Department negotiated a completely changed temporary
2 construction easement that had massively changed terms, and
3 you'll see that in the documents we submitted, required my
4 client to amend the Complaint to recognize those changed
5 terms, and then what happened and what they're complaining
6 about is now my -- when we couldn't settle the case, we
7 amended the Complaint as we were required to do, and my
8 appraiser came in and valued it based on the Amended
9 Complaint and said: Okay. Here's what the actual use
10 period of the temporary construction easement was.

11 Again, I submit you don't have to make any of
12 those findings today because they're disputed issues based
13 on negotiations. The law doesn't assist Metro. NRS 37.100
14 says that nothing that happens today is admissible at trial
15 anyway. So, you shouldn't do the corollary and make
16 decisions that now bind my client's hands at trial and
17 preclude my client from entering into evidence at trial,
18 evidence as to the negotiations on the temporary
19 construction easement, the first Amended Complaint that
20 changed the terms, when my client came into the property.

21 So, to the extent Metropolitan Police Department
22 is asking the money, I don't have a problem with him
23 getting the money. My client's protected regardless of
24 what you order on that. To the extent they're asking you
25 to make these, quote, other findings that my client is now

1 bound to a 20 --

2 THE COURT: Well, wait -- so, you're saying that
3 you don't have any interest, you don't care whether Metro
4 gets the money but yet -- I absolutely don't understand.

5 MR. GRUCEW: The way the law works, Your Honor,
6 is that, again, nothing that occurs in a deposit or lease
7 hearing is admissible in evidence at trial.

8 THE COURT: Okay.

9 MR. GRUCEW: They can have the money and at trial
10 the [indiscernible] and the valuations, if the money comes
11 in higher they can -- more money. If the money comes in
12 lower, then there's some case law that says that my client
13 may be able to ask them to return some of the money. And
14 Clark County emanates that in their own briefing that says,
15 theoretically, if they get the money and they weren't
16 entitled to it or the jury comes in with less, there's some
17 case law that supports my client asking them to repay the
18 difference.

19 THE COURT: Okay. Anything else?

20 MR. GRUCEW: My only concern is that you
21 shouldn't be making advance evidentiary rulings on what are
22 essentially summary judgment issues on the temporary
23 construction easement. There's been no discovery on it.
24 We've submitted affidavits that have proven to you the
25 actual use period of the temporary construction easement.

1 We submitted the evidence that shows all the negotiations
2 that occurred.

3 And, again, it would be inconsistent for you to
4 rule that this vesting occurred in January 2015 when my
5 client entered the property but then charge my client as if
6 we actually entered the property and the vesting occurred
7 prior to that. Thank you, Your Honor.

8 MS. MILLER: Your Honor, I'm Ruth Miller. I'm the
9 assistant general counsel on behalf of LVMPD and I'm very
10 concerned that they're lawyering you and confusing you on a
11 very, very simple issue in this case. And it goes down to
12 fairness. We were named as defendants as along with the
13 County. The landowners, the Milnes, they purchased -- do
14 you how much they got for that property? \$205,000,000.
15 We're asking for \$107,000 for the temporary easement. You
16 have to make a decision. When did the taking occur? We
17 already know that. It's in papers that have been filed.
18 When did you get occupancy? We figure out when did the
19 taking occur, then you're going to determine who the owner
20 is, and then you're going to talk about who is entitled to
21 what. The taking occurred, the occupancy order was entered
22 in 2013 for immediate occupancy. Nevada Energy's arguing -
23 -

24 THE COURT: He's saying it was amended.

25 MS. MILLER: It was not amended. Absolutely not.

1 We got -- they got -- Nevada Energy got occupancy of the
2 property in October of 2013. What he's talking about, he's
3 taking you down some path to confuse you. These aren't
4 that complicated issues. This is a very simple
5 condemnation case in the scheme of condemnations. There
6 was a permanent easement that was taking the police --

7 THE COURT: Temporary.

8 MS. MEMBER: -- we only are interested in the
9 temporary easement. But once you decide when the taking
10 occurred, then you're going to be able to determine who is
11 entitled to that taking.

12 Now, Nevada Energy decided to file for immediate
13 occupancy in 2013. They could have filed for occupancy any
14 time they wanted to file, but they filed it in 2013 because
15 they wanted flexibility. They wanted to be able to go on
16 Metro's property whenever they needed to because for
17 staging or their own contractor purposes maybe beyond their
18 control, they needed that flexibility. Now, they only want
19 to pay Metro for the temporary easement for 80 days instead
20 of the entire duration that they held the easement, the
21 temporary easement, to come and go.

22 It's not this complicated. If you look back at
23 fairness and you look at the Chapter 37 on when you got
24 occupancy and the possessory interest, it's not just Mark
25 Fine that's the owner. Why was the Police Department named

1 as a defendant? Because we had an interest.

2 And Ms. Sueden said: Oh, well there's all kinds
3 of easements on the property. There are but you know who
4 they benefit? Metro. It's the phone company for our
5 phones, our cable lines for the possession of the property
6 itself.

7 THE COURT: Well, and if they had takings, then
8 we'd be here on that issue, also. Anyway --

9 MR. RAWLINS: Your Honor, can I clarify the
10 question that you just asked? There was an amendment to
11 the temporary construction easement but that happened at
12 the time we did the stipulation and order for immediate
13 occupancy. They came in front of the Court and said: We
14 need immediate occupancy of this premises. And rather than
15 opposing that motion, the county and Metro said: Can we
16 meet with you and let's just see what you're doing on your
17 construction and come to some kind of understanding?

18 So, we had a group meeting. Construction people
19 were there. We said: When's construction going to occur?
20 And they said: We don't really don't but we need a 22-
21 month period or 20 and a half month-period. And we said:
22 let's just come up with some stipulations that would
23 resolve some of Metro's concerns. We want to make sure
24 there are safety people out there. We want to make sure if
25 you're blocking our driveway and some kind of code blue

1 comes up and all the officers need to escape the property,
2 that you'll clear out.

3 And, so, we put little provisions in there. He
4 talks about massive changes. The massive changes are we
5 want to preconstruction meeting 30 days before
6 construction, just let us know what is going to happen. We
7 want to have the name of somebody who we can call when we
8 want to know amount construction, a person on site and
9 we'll give you our names so Metro's facilities person can
10 be in touch with your contractor, and we want flaggers. We
11 want you to clear out in case of emergency if that happens.
12 And I think there was another one that said: How long are
13 you going to need to actually pull wires? And they said:
14 We'll do that within a two-week period. We said: Fine,
15 let's -- we'll give you a two week period to do that.

16 And at that moment, we negotiated an amended
17 temporary construction easement that contained some of
18 these provisions.

19 So, when this Court said, in October of 2013, that
20 you, NV Energy, have immediate occupancy of these premises,
21 they know exactly at that moment what the temporary
22 construction easement is. And their appraiser went and
23 revalued the temporary construction easement and he didn't
24 say: Wow. These provisions that Metro has added has
25 changed the value. All he said was: The temporary

1 construction easement didn't go into effect until October,
2 so I'm shortening my 22-month period to 20 and a half
3 months to recognize the exact duration of the easement.

4 It was only three months ago that he came out and
5 said: You know what? I see that you made those additional
6 changes --

7 THE COURT: And he only used it for 89 days or
8 whatever. I got it.

9 MR. RAWLINS: Yeah. And so, now I'm going go 89
10 days and I'm asking the Court to rule as a matter of law
11 that you have to pay for the full duration of the easement.
12 You can't ask for 20 and a half months and then when it's
13 all done say: Really, we only needed 89 days. And I've
14 cited you authorities that say that that's inappropriate.

15 THE COURT: All right. Thank you. Anybody else
16 want --

17 MS. NIMLSSEN: Your Honor, yes. May I just point
18 out that with respect to the statements just now made on
19 behalf of Metro? May I please distinguish between the
20 vesting that we're -- pardon me? Thank you.

21 Your Honor, may I point out that I slightly
22 disagree with comments made by Metro's counsel in terms of
23 the vesting. Under the Argier and Buzz Stew case, the
24 significance of vesting is when you have successive owners
25 and when was there a taking. And clear from the case laws,

1 as a argued already, that we're talking about physical
2 possession, actual occupancy and construction of the
3 project. That is what -- that is the taking that triggers
4 the right to compensation as between two successive owners.
5 What Metro is arguing is that the right in the Order for
6 Immediate Occupancy entered in October of 2013 gave NV
7 Energy the right to come on. And that -- as we pointed
8 out, that Order for Occupancy was recorded. It's a
9 recorded document and that recorded document -- to me,
10 that's like a lease entered into with the landlord that
11 gives you 22 months and if I, as a Tenant, don't move in
12 until the last 90 days, I can't ask my landlord for the
13 money back.

14 And, so, that's -- I think there is very -- I
15 think that our arguments are not inconsistent and that
16 vesting is not when you have entry for an Order for
17 Occupancy, immediate occupancy, giving NV Energy the right
18 to come on and immediately occupy the property and
19 construct their project, those two things are different and
20 our positions are not inconsistent. Thank you.

21 THE COURT: All right.

22 MR. GRUCROW: Your Honor, again as I said, you
23 don't need to resolve this issue between us in order to
24 order who gets the money. But to say that our 3-page
25 temporary construction easement was not modified into this

1 lengthy document and say there was no negotiations and make
2 advanced evidentiary rulings that affect my client today,
3 it's just wrong. Reserve that to a different day. That's
4 all I'm asking. Thank you.

5 THE COURT: All right. Thank you. All right. I
6 need to reread *Argiers* and I will have a decision by next
7 Wednesday.

8 THE CLERK: February 24th in chambers.

9 MR. GRUCHEW: Thank you, Your Honor.

10 MS. NIELSEN: Thank you, Your Honor.

11 MR. RAWLINS: Thank you, Your Honor.

12

13 PROCEEDING CONCLUDED AT 11:02 A.M.

14 * * * * *

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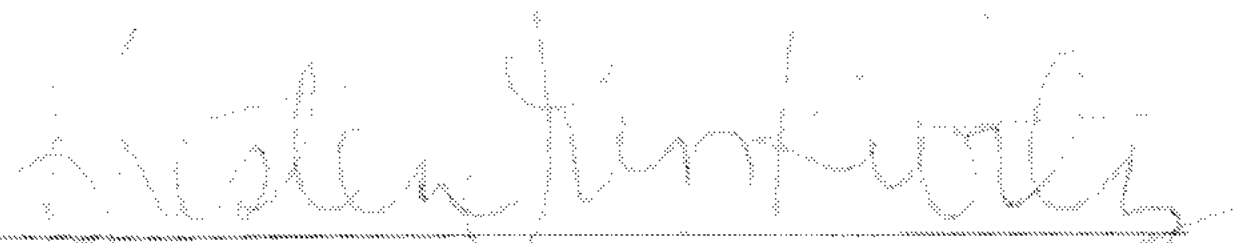
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CERTIFICATION

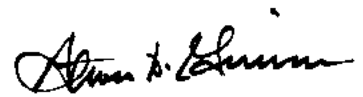
I certify that the foregoing is a correct transcript from the audio-visual recording of the proceedings in the above-entitled matter.

AFFIRMATION

I affirm that this transcript does not contain the social security or tax identification number of any person or entity.



KRISTEN LUNKWITZ
INDEPENDENT TRANSCRIBER



CLERK OF THE COURT

1 ANAC
2 LAW OFFICES OF BRIAN C. PADGETT
3 Brian C. Padgett, Bar No. 7474
4 Amy L. Sugden, Bar No. 9983
5 Jeremy B. Duke, Bar No. 13110
6 611 South Sixth Street
7 Las Vegas, Nevada 89101
8 Telephone: (702) 304-0123
9 Facsimile: (702) 368-0123

10 *Attorneys for Plaintiffs HQ Metro, LLC*
11 *Project Alta, LLC, Project Alta II, LLC,*
12 *Project Alta III, LLC, Project Alta*
13 *Liquidating Trust U/A/D 12/31/09,*
14 *Wells Fargo Bank, N.A., as trustee*

15 DISTRICT COURT
16 CLARK COUNTY, NEVADA

17 *****

18 NEVADA POWER COMPANY, a Nevada
19 corporation d/b/a NV ENERGY,

20 Plaintiff

21 vs.

22 HQ METRO, LLC, an Arizona limited liability
23 company; LAS VEGAS METROPOLITAN POLICE
24 DEPARTMENT, a metropolitan police department;
25 PROJECT ALTA, LLC, a Nevada limited liability
26 company; PROJECT ALTA II, LLC, a Nevada limited
27 liability company; PROJECT ALTA III, LLC, a
28 Nevada limited liability company; PROJECT ALTA
LIQUIDATING TRUST U/A/D 12/31/09, by and
through MARK L. FINE & ASSOCIATES, a Nevada
corporation, individually and as Trustee; WELLS
FARGO BANK, NATIONAL ASSOCIATION, a
Delaware corporation; NEVADA TITLE
COMPANY, a Nevada corporation; CENTRAL
TELEPHONE COMPANY, a Delaware corporation;
COX COMMUNICATIONS LAS VEGAS, INC., a
Delaware corporation; LAS VEGAS VALLEY
WATER DISTRICT, a quasi-municipal corporation;
CITY OF LAS VEGAS, a municipal corporation;
CLARK COUNTY, a political subdivision of the State
of Nevada; all other persons unknown claiming any
right, title, estate, lien or interest in the real property
described in the Complaint; DOES I through X; and
ROE CORPORATIONS XI through XX, inclusive

Defendants.

Case No.: A-13-681632-C

Dept. No.: XXVIII

**DEFENDANTS HQ METRO, LLC,
PROJECT ALTA, LLC, PROJECT
ALTA II, LLC, PROJECT ALTA III,
LLC, PROJECT ALTA LIQUIDATING
TRUST U/A/D 12/31/09 BY AND THRU
MARK L. FINE & ASSOCIATES'
ANSWER TO PLAINTIFF'S FIRST
AMENDED VERIFIED COMPLAINT
IN EMINENT DOMAIN; DEFENDANT
HQ METRO, LLC'S
COUNTERCLAIMS**

**Arbitration Exempt:
Action Concerning Title
To Real Property**

LAW OFFICES OF BRIAN C. PADGETT
611 SOUTH 6TH STREET
LAS VEGAS, NEVADA 89101
PHONE (702) 304-0123
FACSIMILE (702) 368-0123

1 DEFENDANTS HQ METRO, LLC, PROJECT ALTA, LLC, PROJECT ALTA II, LLC,
2 PROJECT ALTA III, LLC, PROJECT ALTA LIQUIDATING TRUST U/A/D 12/31/09 BY AND
3 THRU MARK L. FINE & ASSOCIATES' ANSWER TO PLAINTIFF'S FIRST AMENDED
4 VERIFIED COMPLAINT IN EMINENT DOMAIN; DEFENDANT HQ METRO, LLC'S
5 COUNTERCLAIMS

6 COMES NOW DEFENDANTS HQ METRO, LLC (hereinafter referred to as the
7 "Landowner"), PROJECT ALTA, LLC; PROJECT ALTA II, LLC; PROJECT ALTA III, LLC;
8 and PROJECT ALTA LIQUIDATING TRUST U/A/D 12/31/09 BY AND THRU MARK L. FINE
9 & ASSOCIATES, (collectively referred to as "Defendants") by and through their attorneys, the
10 Law Offices of Brian C. Padgett, and for their Answer to Plaintiff's First Amended Verified
11 Complaint in Eminent Domain ("Complaint"), answer and aver as follows:

12 1. Answering Paragraphs 1, 2, 3, 4, 5, 6, 7, 8H, 8I, 8J, 8K, 8L, 8M, 8N, 9, 10, and 11
13 of Plaintiff's Complaint, the Defendants are without sufficient information and/or knowledge upon
14 which to form a reasonable belief as to the allegations in this paragraph and therefore deny the
15 same.

16 2. Answering Paragraph 8A of Plaintiff's Complaint, Defendants admit that HQ
17 Metro, LLC is the record owner of the Acquisition Area at the time of filing the Complaint; as to
18 the remainder of the paragraph, Defendants are without sufficient information and/or knowledge
19 upon which to form a reasonable belief as to any remaining allegations in this paragraph and
20 therefore deny the same.

21 3. Answering Paragraph 8B of the Plaintiff's Complaint, Defendants admit that Las
22 Vegas Metropolitan Police Department has an interest in the Property pursuant to an unrecorded
23 lease at the time of filing the Complaint; as to the remainder of the paragraph, Defendants are
24 without sufficient information and/or knowledge upon which to form a reasonable belief as to any
25 remaining allegations in this paragraph and therefore deny the same.

26 4. Answering Paragraph 8C of Plaintiff's Complaint, Defendants admit that Project
27 Alta, LLC, a Nevada limited liability company, has an interest in the Property at the time of filing
28 the Complaint; as to the remainder of this paragraph, Defendants are without sufficient information

LAW OFFICES OF BRIAN C. PADGETT
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1 and/or knowledge upon which to form a reasonable belief as to the remaining allegations in this
2 paragraph and therefore deny the same.

3 5. Answering Paragraph 8D of Plaintiff's Complaint, Defendants admit that Project
4 Alta II, LLC, a Nevada limited liability company, has an interest in the Property at the time of
5 filing the Complaint; as to the remainder of this paragraph, Defendants are without sufficient
6 information and/or knowledge upon which to form a reasonable belief as to the remaining
7 allegations in this paragraph and therefore deny the same.

8 6. Answering Paragraph 8E of Plaintiff's Complaint, Defendants admit that Project
9 Alta III, LLC, a Nevada limited liability company, has an interest in the Property at the time of
10 filing the Complaint; as to the remainder of this paragraph, Defendants are without sufficient
11 information and/or knowledge upon which to form a reasonable belief as to the remaining
12 allegations in this paragraph and therefore deny the same.

13 7. Answering Paragraph 8F of Plaintiff's Complaint, Defendants admit that Project
14 Alta Liquidating Trust U/A/D 12/31/09, by and through Mark L. Fine & Associates, a Nevada
15 corporation, has an interest in the Property at the time of filing the Complaint; as to the remainder
16 of this paragraph, Defendants are without sufficient information and/or knowledge upon which to
17 form a reasonable belief as to the remaining allegations in this paragraph and therefore deny the
18 same.

19 8. Answering Paragraph 8G of Plaintiff's Complaint, Defendants admit that Wells
20 Fargo Bank, National Association, as trustee, has an interest in the Property at the time of filing
21 the Complaint; as to the remainder of this paragraph, Defendants are without sufficient information
22 and/or knowledge upon which to form a reasonable belief as to the remaining allegations in this
23 paragraph and therefore deny the same.

24 9. Answering Paragraphs 10, 12 and 13 of Plaintiff's Complaint, the allegations in
25 these paragraphs call for legal conclusions and therefore no response is necessary; to the extent the
26 allegations in these paragraphs are factual allegations, the Defendants are without sufficient
27

28

1 information and/or knowledge upon which to form a reasonable belief as to the remaining
2 allegations in this paragraph and therefore deny the same.

3 **AFFIRMATIVE DEFENSES**

4 **FIRST AFFIRMATIVE DEFENSE**

5 Plaintiff's Complaint fails to state a claim upon which relief can be granted and/or fails to
6 state ultimate facts sufficient to constitute a claim for relief against these Defendants.

7 **SECOND AFFIRMATIVE DEFENSE**

8 Plaintiff's claims are barred by the doctrines of laches, waiver and estoppel.

9 **THIRD AFFIRMATIVE DEFENSE**

10 Plaintiff has failed to join all parties that are necessary and/or indispensable to this action.

11 **FOURTH AFFIRMATIVE DEFENSE**

12 These Defendants hereby incorporate by reference those Affirmative Defenses enumerated
13 in NRCP 8(c) as if fully set forth herein. Some of the foregoing Affirmative Defenses have been
14 pled for purposes of non-waiver in accordance with NRCP 8(c). These Defendants have not fully
15 conducted discovery in this matter and specifically reserve the right to amend this Answer to
16 amend their Affirmative Defenses and/or allege additional Affirmative Defenses if further
17 investigation or discovery of the facts so warrants.

18 **FIFTH AFFIRMATIVE DEFENSE**

19 Pursuant to NRCP 11, all possible Affirmative Defenses may not have been alleged herein
20 insofar as sufficient facts are not available after reasonable inquiry upon the filing of this Answer,
21 and therefore these Defendants reserve the right to amend this Answer to amend its Affirmative
22 Defenses and/or allege additional Affirmative Defenses if further investigation or discovery of the
23 facts so warrants.

24 WHEREFORE, these Defendants pray that this Honorable Court enter an order and/or
25 judgment as follows:
26
27
28

- 1 1. An award of just compensation according to proof for the taking and/or damaging
- 2 of their real and/or personal property, or property rights, by inverse
- 3 condemnation,
- 4
- 5 2. An award for precondemnation damages;
- 6
- 7 3. An award for any and all other category of damages recognized by law;
- 8
- 9 4. Attorney fees, litigation costs, and expert/appraisal fees actually or reasonably
- 10 incurred in this action;
- 11
- 12 5. An award for prejudgment interest; and
- 13
- 14 6. Such other relief as this Court deems just and proper.

DEFENDANT HQ METRO, LLC'S COUNTERCLAIMS

15 Defendant HQ METRO, LLC, (hereinafter the "Landowner") by and through their
16 attorneys, the LAW OFFICES OF BRIAN C. PADGETT, as and for its Counterclaims allege as
17 follows:

18 1. Plaintiff, Nevada Power Company d/b/a NV Energy (hereinafter "NV Energy") is
19 a Nevada corporation, having its principal place of business in the County of Clark, State of
20 Nevada, and operating as a public utility under an exclusive franchise granted by the State of
21 Nevada.

22 2. At all times herein alleged, Landowner was the owner in fee simple of property
23 situated in the City of Las Vegas, County of Clark, State of Nevada, more fully described in the
24 Plaintiff's Complaint in this action. The property is identified as Assessor's parcel number is 139-
25 33-202-009. This property is hereinafter referred to as the "Landowner's Property" or the
26 "Property".

1 3. Nevada law requires a condemnor to file a condemnation action within a reasonable
2 time once the condemnor officially announces its intent to acquire property. Any delay beyond
3 this reasonable time entitles the owner of the property to damages to his property which result
4 from the unreasonable delay.

5 4. Six months is a reasonable time within which to file a condemnation action once a
6 condemnor officially announces its intent to acquire property.

7 5. In this case, Plaintiff unreasonably delayed filing its condemnation complaint.

8 6. As a result of the Plaintiff's unreasonable delay the Landowner has suffered
9 damages to which it is entitled in addition to pre-judgment interest and compensation for the
10 property taken, and the resultant damage to the Landowner's remaining Property.

11 7. Based upon information and belief, the Plaintiff's construction project adjacent to
12 the Landowner's Property will occur over an extended period of time which is presently unknown.

13 8. A cloud which will negatively affect the value of the Landowner's Property will be
14 placed over the Landowner's Property during this construction period or construction delay.

15 9. This cloud over the Landowner's Property resulting from the Plaintiff's
16 construction project reduces the appeal of the Property to prospective buyers, lowers the market
17 value of the Property, freezes the development potential and investment value of the Property, and
18 creates a real and present taking and/or damage to the Property.

19 10. The Plaintiff is required to pay just compensation for this taking and/or all resultant
20 damages to the Landowner's Property from this acquisition pursuant to the Nevada State
21 Constitution and the United States Constitution.

22 11. The Plaintiff, however, has declined to pay just compensation for the damages
23 suffered by the Landowner for the delay, taking and damaging of its Property.

24 WHEREFORE, the Landowner prays for:

LAW OFFICES OF BRIAN C. PADGETT
611 SOUTH 6TH STREET
LAS VEGAS, NEVADA 89101
PHONE (702) 304-0123
FACSIMILE (702) 368-0123

1. An award of just compensation according to proof for the taking and/or damaging of their real and/or personal property, or property rights, by inverse condemnation,
2. An award for precondemnation damages;
3. An award for any and all other category of damages recognized by law;
4. Attorney fees, litigation costs, and expert/appraisal fees actually or reasonably incurred in this action;
5. An award for prejudgment interest; and
6. Such other relief as this Court deems just and proper.

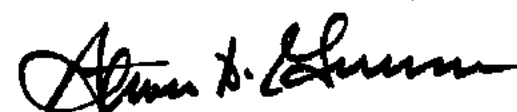
DATED this 11th day of July, 2016.

LAW OFFICES OF BRIAN C. PADGETT



Brian C. Padgett
Nevada Bar No. 7474
Amy L. Sugden
Nevada Bar No. 9983

*Attorneys for Defendants HQ Metro, LLC,
Project Alta, LLC, Project Alta II, LLC,
Project Alta III, LLC, Project Alta
Liquidating Trust U/A/D 12/31/09,
Wells Fargo Bank, N.A., as trustee*



CLERK OF THE COURT

1 JUDGE
2 LEACH JOHNSON SONG & GRUCHOW
3 KIRBY C. GRUCHOW, JR., ESQ.
4 Nevada Bar No. 6663
5 E-mail: kgruchow@leachjohnson.com
6 8945 West Russell Road, Suite 330
7 Las Vegas, Nevada 89148
8 Telephone: (702) 538-9074
9 Facsimile: (702) 538-9113

10 Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

11 NEVADA POWER COMPANY, a Nevada
12 corporation, d/b/a NV ENERGY,

13 Plaintiff,

14 vs.

15 HQ METRO, LLC, an Arizona limited liability
16 company; LAS VEGAS METROPOLITAN
17 POLICE DEPARTMENT, a metropolitan
18 police department; PROJECT ALTA, LLC, a
19 Nevada limited liability company; PROJECT
20 ALTA II, LLC, a Nevada limited liability
21 company; PROJECT ALTA III, LLC, a
22 Nevada limited liability company; PROJECT
23 ALTA LIQUIDATING TRUST U/A/D
24 12/31/09, by and through MARK L. FINE &
25 ASSOCIATES, a Nevada corporation,
26 individually and as Trustee; WELLS FARGO
27 BANK, NATIONAL ASSOCIATION, a
28 Delaware corporation; NEVADA TITLE
COMPANY, a Nevada corporation;
CENTRAL TELEPHONE COMPANY, a
Delaware corporation; COX
COMMUNICATIONS LAS VEGAS, INC., a
Delaware corporation; LAS VEGAS VALLEY
WATER DISTRICT, a quasi-municipal
corporation; CITY OF LAS VEGAS, a
municipal corporation; CLARK COUNTY, a
political subdivision of the State of Nevada; all
other persons unknown claiming any right,
title, estate, lien or interest in the real property
described in the Complaint; DOES I through
X; and ROE CORPORATIONS XI through
XX, inclusive,

Defendants.

Case No.: A-13-681632-C

Dept. No.: XXVIII

**STIPULATED JUDGMENT AND
ORDER**

<input type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input checked="" type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Def(s)	<input type="checkbox"/> Judgment of Arbitration

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9/20/16 (28)

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 – Facsimile (702) 538-9113

STIPULATED JUDGMENT AND ORDER

1
2 It is hereby STIPULATED and AGREED by Plaintiff NEVADA POWER COMPANY,
3 d/b/a NV ENERGY (“NV Energy”), by and through its undersigned counsel, of the law firm
4 LEACH JOHNSON SONG & GRUCHOW, Defendants HQ METRO, LLC, PROJECT ALTA,
5 LLC, PROJECT ALTA II, LLC, PROJECT ALTA III, LLC, and PROJECT ALTA
6 LIQUIDATING TRUST U/A/D 12/31/09, by and through MARK L. FINE & ASSOCIATES
7 (collectively, “Prior Owners”), by and through their undersigned counsel, of the LAW
8 OFFICES OF BRIAN C. PADGETT, Defendant LAS VEGAS METROPOLITAN POLICE
9 DEPARTMENT (“LVMPD”), by and through its undersigned counsel, of the law firm
10 DURHAM JONES & PINEGAR, PC, Defendant CITY OF LAS VEGAS (“CLV”), by and
11 through its undersigned counsel, PHILIP R. BYRNES, ESQ., and Defendant CLARK
12 COUNTY, by and through its undersigned counsel, LESLIE A. NIELSEN, ESQ. (individually, a
13 “Party” and collectively, the “Parties”) as follows:

14 1. The Judgment and Final Order of Condemnation (the “Final Judgment”) that is
15 attached hereto as Exhibit “A”, shall be executed and entered by the Court. Also provided
16 contemporaneously herewith is the original Final Judgment along with the appropriate copies for
17 this Court’s review, approval and execution;

18 2. An Order Re-Setting Civil Jury Trial for October 10, 2016, was entered by the
19 Court on February 23, 2016. The Parties hereby stipulate and agree that the October 10, 2016,
20 jury trial date and any and all dates and/or deadlines associated with the October 10, 2016, jury
21 trial date are hereby vacated;

22 3. On or about May 10, 2013, NV Energy filed its Verified Complaint in Eminent
23 Domain, seeking to condemn a portion of the property generally located at 400 South Martin L.
24 King Boulevard, Las Vegas, Nevada 89106, and recognized by the Clark County Recorder’s
25 Office as APN 139-33-202-009 (the “Property”). On or about January 15, 2016, NV Energy
26 filed its First Amended Verified Complaint in Eminent Domain;

27 ...
28 ...

1 4. On or October 17, 2013, in connection with NV Energy's right to immediate
2 occupancy, NV Energy deposited the amount of Two Hundred Eighty-One Thousand and
3 No/100 Dollars (\$281,000.00) (the "**Deposit**") with the Clerk of Court for the Eighth Judicial
4 District Court, Clark County, Nevada (the "**Clerk**") – Receipt No. 2013-126698-CCCLK –
5 which funds remain on deposit with the Clerk;

6 5. As soon as practicable, but not later than thirty (30) days after entry of this
7 Stipulated Judgment and Order, NV Energy shall deposit with the Clerk a check in the amount of
8 Five Hundred Sixty-Nine Thousand and No/100 Dollars (\$569,000.00) (the "**Additional**
9 **Payment**"). The Deposit and Additional Payment collectively total Eight Hundred Fifty
10 Thousand and No/100 Dollars (\$850,000.00) (the "**Total Payment**");

11 6. Any jury fees or amounts other than the Total Payment paid to the Clerk by NV
12 Energy, shall be released to NV Energy pursuant to a check made payable to "NV ENERGY";

13 7. As soon as practicable after the Additional Payment is deposited with the Clerk,
14 the Clerk shall pay Seventy-Five Thousand and No/100 Dollars (\$75,000.00) ("**LVMPD**
15 **Distribution**") to LVMPD from the Total Payment on deposit with the Clerk, which amount
16 represents the total amount the parties have agreed is due as just compensation for the
17 Temporary Construction Easement at issue in the Lawsuit. LVMPD waives any right to any part
18 of the Total Payment aside from the LVMPD Distribution, and agrees that the balance of the
19 Total Payment represents compensation for the remaining issues and/or claims at issue in the
20 Lawsuit, including the Permanent Easement at issue in the Lawsuit, to which only Prior Owners
21 and/or Clark County shall have a claim;

22 8. Pursuant to NRS 37.115, the Prior Owners and Clark County shall ask the Court
23 to determine and make the remaining apportionment award (for the Total Payment less the
24 LVMPD Distribution) ("**Remaining Apportionment Award**") between Prior Owners and Clark
25 County. Alternatively, Prior Owners and Clark County, without the involvement of NV Energy
26 or LVMPD, may enter into a mutual agreement regarding the Remaining Apportionment Award.
27 In this event, Prior Owners and Clark County shall provide the Court and the Clerk with the
28 appropriate documentation reflecting the Remaining Apportionment Award. Any interest that

1 may have accrued on the Deposit and/or the Additional Payment while on deposit with the Clerk,
2 shall be included in the Remaining Apportionment Award;

3 9. Nothing contained in this Stipulated Judgment shall affect any rights between the
4 Prior Owners and/or Clark County regarding their respective rights and/or interest to
5 disbursement of the Remaining Apportionment Award, including pursuant to NRS 37.115;

6 10. This Stipulated Judgment is filed as a result of a settlement and compromise of all
7 claims and defenses that are or that could be made between NV Energy and the Parties in this
8 lawsuit and, except for those claims remaining between Prior Owners and Clark County as set
9 forth above, this Stipulated Judgment resolves those other claims and defenses between NV
10 Energy, on the one hand, and Prior Owners, LVMPD and Clark County on the other, relating in
11 any way to this lawsuit, including NV Energy's acquisition of its easement interests identified in
12 NV Energy's First Amended Verified Complaint in Eminent Domain in a portion of APN 139-
13 33-202-009 (the "Easements"), the compensation owed for the Easements, any inverse
14 condemnation claims, any claims for interest, costs or attorney fees, and any claims for damages,
15 including any severance damages; and

16 11. This Stipulated Judgment, and NV Energy's Deposit, Additional Payment and/or
17 payment of any funds in this matter shall not be construed as the Parties' opinion of value and is
18 not an admission by any Party as to the fair market value of the Easements or any other matter.


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LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 -- Facsimile (702) 538-9115

1 12. There will be no prejudice caused to any Party and pursuant to NRCP Rule 54(b),
2 there is no just reason for delay and the judgment should be certified as final, thereby terminating
3 the action as to all parties except for Clark County and Prior Owners as provided above.

4 DATED this 22nd day of August, 2016.
5 LEACH JOHNSON SONG & GRUCHOW

DATED this 22nd day of August 2016.
LAW OFFICES OF BRIAN C. PADGETT

6
7 By: 
8 KIRBY C. GRUCHOW, JR., ESQ.
9 Nevada Bar No. 6663
10 8945 West Russell Road, Suite 330
11 Las Vegas, Nevada 89148
12 Phone: (702) 538-9074
13 Attorneys for Plaintiff Nevada Power
14 Company d/b/a NV Energy

By: 
BRIAN C. PADGETT, ESQ.
Nevada Bar No. 7474
AMY L. SUGDEN, ESQ.
Nevada Bar No. 9983
611 South Sixth Street
Las Vegas, Nevada 89101
Phone: (702) 304-0123
Attorneys for Defendants HQ Metro,
LLC, Project Alta, LLC, Project Alta
II, LLC, Project Alta III, LLC, Project
Alta Liquidating Trust U/A/D
12/31/09, and Mark L. Fine &
Associates

15 DATED this _____ day of _____, 2016.
16 DURHAM JONES & PINEGAR, PC

DATED this _____ day of _____, 2016.
BRADFORD R. JERBIC, City Attorney

17
18 By: _____
19 MICHAEL D. RAWLINS, ESQ.
20 Nevada Bar No. 5467
21 BRADLEY S. SLIGHTING, ESQ.
22 Nevada Bar No. 10225
23 10785 West Twain Avenue, Suite 200
24 Las Vegas, Nevada 89135
25 Phone: (702) 870-6060
26 Attorneys for Defendant Las Vegas
27 Metropolitan Police Department
28

By: _____
PHILIP R. BYRNES, ESQ.
Nevada Bar No. 166
495 South Main Street, Sixth Floor
Las Vegas, Nevada 89101
Phone: (702) 229-6629
Attorney for Defendant City of Las
Vegas


23 ...
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28 ...

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

1 12. There will be no prejudice caused to any Party and pursuant to NRCP Rule 54(b),
2 there is no just reason for delay and the judgment should be certified as final, thereby terminating
3 the action as to all parties except for Clark County and Prior Owners as provided above.

4 DATED this 22nd day of August, 2016. DATED this _____ day of _____, 2016.


5 LEACH JOHNSON SONG & GRUCHOW LAW OFFICES OF BRIAN C. PADGETT

6
7 By: 
8 KIRBY C. GRUCHOW, JR., ESQ.
9 Nevada Bar No. 6663
10 8945 West Russell Road, Suite 330
11 Las Vegas, Nevada 89148
12 Phone: (702) 538-9074
13 Attorneys for Plaintiff Nevada Power
14 Company d/b/a NV Energy

By: _____
BRIAN C. PADGETT, ESQ.
Nevada Bar No. 7474
AMY L. SUGDEN, ESQ.
Nevada Bar No. 9983
611 South Sixth Street
Las Vegas, Nevada 89101
Phone: (702) 304-0123
Attorneys for Defendants HQ Metro,
LLC, Project Alta, LLC, Project Alta
II, LLC, Project Alta III, LLC, Project
Alta Liquidating Trust U/A/D
12/31/09, and Mark L. Fine &
Associates

14 DATED this 22nd day of August, 2016. DATED this _____ day of _____, 2016.

15 DURHAM JONES & PINEGAR, PC BRADFORD R. JERBIC, City Attorney

16
17 By: 
18 MICHAEL D. RAWLINS, ESQ.
19 Nevada Bar No. 5467
20 BRADLEY S. SLIGHTING, ESQ.
21 Nevada Bar No. 10225
22 10785 West Twain Avenue, Suite 200
23 Las Vegas, Nevada 89135
24 Phone: (702) 870-6060
25 Attorneys for Defendant Las Vegas
26 Metropolitan Police Department

By: _____
PHILIP R. BYRNES, ESQ.
Nevada Bar No. 166
495 South Main Street, Sixth Floor
Las Vegas, Nevada 89101
Phone: (702) 229-6629
Attorney for Defendant City of Las
Vegas


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LEACH JOHNSON SONG & GRUCHOW
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1 12. There will be no prejudice caused to any Party and pursuant to NRCF Rule 54(b),
2 there is no just reason for delay and the judgment should be certified as final, thereby terminating
3 the action as to all parties except for Clark County and Prior Owners as provided above.

4 DATED this 22nd day of August, 2016. DATED this _____ day of _____, 2016.

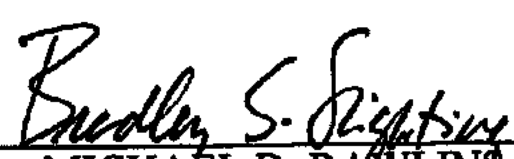
5 LEACH JOHNSON SONG & GRUCHOW LAW OFFICES OF BRIAN C. PADGETT

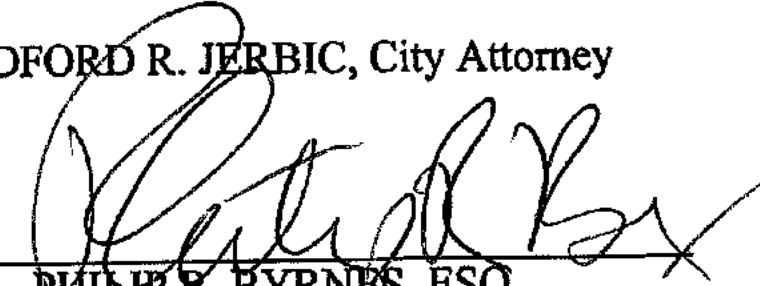
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14 Company d/b/a NV Energy

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II, LLC, Project Alta III, LLC, Project
Alta Liquidating Trust U/A/D
12/31/09, and Mark L. Fine &
Associates

15 DATED this 22nd day of August, 2016.
16 DURHAM JONES & PINEGAR, PC

DATED this 30th day of August, 2016.
BRADFORD R. JERBIC, City Attorney

17 By: 
18 MICHAEL D. RAWLINS, ESQ.
19 Nevada Bar No. 5467
20 BRADLEY S. SLIGHTING, ESQ.
21 Nevada Bar No. 10225
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1 DATED this 19th day of August, 2016.

2 OFFICE OF THE DISTRICT ATTORNEY -
3 CIVIL DIVISION

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12 Phone: (702) 455-4761
13 Attorney for Defendant Clark County

14 **ORDER**

15 IT IS HEREBY ORDERED that the Stipulated Judgment and Order in connection with
16 the matter entitled Nevada Power Company d/b/a NV Energy vs. HQ Metro, LLC, et al., Case
17 No. A-13-681632-C, is APPROVED and GRANTED

18 IT IS SO ORDERED this 8 day of September, 2016.

19 Ronald J. Small
20 DISTRICT COURT JUDGE
21 BB

22 **Prepared and respectfully submitted by:**

23 LEACH JOHNSON SONG & GRUCHOW LAW OFFICES OF BRIAN C. PADGETT

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EXHIBIT “A”

EXHIBIT “A”

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10 Attorneys for Plaintiff

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 NEVADA POWER COMPANY, a Nevada
14 corporation, d/b/a NV ENERGY,

15 Plaintiff,

16 vs.

17 HQ METRO, LLC, an Arizona limited liability
18 company; LAS VEGAS METROPOLITAN
19 POLICE DEPARTMENT, a metropolitan
20 police department; PROJECT ALTA, LLC, a
21 Nevada limited liability company; PROJECT
22 ALTA II, LLC, a Nevada limited liability
23 company; PROJECT ALTA III, LLC, a
24 Nevada limited liability company; PROJECT
25 ALTA LIQUIDATING TRUST U/A/D
26 12/31/09, by and through MARK L. FINE &
ASSOCIATES, a Nevada corporation,
individually and as Trustee; WELLS FARGO
BANK, NATIONAL ASSOCIATION, a
Delaware corporation; NEVADA TITLE
COMPANY, a Nevada corporation;
CENTRAL TELEPHONE COMPANY, a
Delaware corporation; COX
COMMUNICATIONS LAS VEGAS, INC., a
Delaware corporation; LAS VEGAS VALLEY
WATER DISTRICT, a quasi-municipal
corporation; CITY OF LAS VEGAS, a
municipal corporation; CLARK COUNTY, a
political subdivision of the State of Nevada; all
other persons unknown claiming any right,
title, estate, lien or interest in the real property
described in the Complaint; DOES I through
X; and ROE CORPORATIONS XI through
XX, inclusive,

27 Defendants.

Case No.: A-13-681632-C

Dept. No.: XXVIII

**JUDGMENT AND FINAL ORDER OF
CONDEMNATION**

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JUDGMENT AND FINAL ORDER OF CONDEMNATION

1
2 The above-entitled matter having come before the Court for entry of Judgment and Final
3 Order of Condemnation pursuant to the Stipulated Judgment and Order executed by Plaintiff
4 NEVADA POWER COMPANY, d/b/a NV ENERGY (“NV Energy”), Defendants HQ
5 METRO, LLC, PROJECT ALTA, LLC, PROJECT ALTA II, LLC, PROJECT ALTA III, LLC,
6 PROJECT ALTA LIQUIDATING TRUST U/A/D 12/31/09, by and through MARK L. FINE &
7 ASSOCIATES (collectively, “Prior Owners”), Defendant LAS VEGAS METROPOLITAN
8 POLICE DEPARTMENT (“LVMPD”), Defendant CITY OF LAS VEGAS (“CLV”), and
9 Defendant CLARK COUNTY, the Court having considered the Stipulated Judgment and Order
10 and all papers, pleadings and documents on file herein, the Court finding that Disclaimers of
11 Interest having been filed with the Court as follows: (i) Disclaimer of Interest of Defendant Cox
12 Communications Las Vegas, Inc. filed on June 13, 2013; (ii) Disclaimer of Interest of Defendant
13 Nevada Title Company filed on June 13, 2013; (iii) Disclaimer of Interest of Defendant Las
14 Vegas Valley Water District filed on July 3, 2013; (iv) Disclaimer of Interest of Defendant Central
15 Telephone Company filed on December 1, 2014; and (v) Disclaimer of Interest of Defendant
16 Wells Fargo Bank, National Association filed on June 23, 2016, and the Court being fully
17 advised, it is hereby ORDERED, ADJUDGED and DECREED as follows:

18 1. On or about May 10, 2013, NV Energy filed its Verified Complaint in Eminent
19 Domain (“**Complaint**”) to acquire certain easement interests necessary for the public purpose of
20 permitting, construction, operation and maintenance of 230kV/138kV/69kV transmission lines,
21 and associated facilities, generally located in the area of Interstate 15 and Charleston Boulevard,
22 in the County of Clark, State of Nevada (the “**Project**”). On or about January 15, 2016, NV
23 Energy filed its First Amended Verified Complaint in Eminent Domain (“**First Amended**
24 **Complaint**”).

25 2. Through this action, NV Energy sought to acquire certain easement interests on a
26 portion of the property generally located at 400 South Martin L. King Boulevard, Las Vegas,
27 Nevada 89106, and recognized by the Clark County Recorder’s Office as APN 139-33-202-009
28 (the “**Property**”) at the time the Complaint was filed. Through this action, NV Energy is

1 acquiring an approximately 16,861 square foot permanent easement (the “**Permanent**
2 **Easement**”) on the Property as well as an approximately 36,863 square foot temporary
3 construction easement (the “**Temporary Construction Easement**”) (collectively, the
4 “**Easements**”) on the Property. The Permanent Easement is specifically identified in the
5 documents attached hereto as **Exhibit “1”**. The Temporary Construction Easement is
6 specifically identified in the documents attached hereto as **Exhibit “2”**, and by its express terms,
7 terminated on June 30, 2015.

8 3. NV Energy’s acquisition does not extinguish the following CLV existing rights
9 and/or interests in the Property:

10 (a) Right of Way Grant for Streetlight Purposes recorded September 25, 2009,
11 in Book No. 20090925, as Instrument No. 0002933;

12 (b) Right of Way Grant for Pedestrian Walkway Purposes recorded
13 September 25, 2009, in Book No. 20090925, as Instrument No. 0002934; and

14 (c) Right of Way Grant for Traffic Purposes recorded September 25, 2009, in
15 Book No. 20090925, as Instrument No. 0002935 (collectively, “**CLV’s Existing Interests**”).

16 To the extent of any overlap of NV Energy’s Permanent Easement and CLV’s Existing Interests,
17 these interests will co-exist.

18 4. NV Energy is hereby awarded the relief specified in the First Amended
19 Complaint. The Easements are hereby condemned to NV Energy for the uses specified in the
20 First Amended Complaint. The Easements are needed for a public use and NV Energy’s
21 acquisition of the Easements is needed and necessary for that public use.

22 5. On or about October 17, 2013, in connection with NV Energy’s right to
23 immediate occupancy, NV Energy deposited the amount of Two Hundred Eighty-One Thousand
24 and No/100 Dollars (\$281,000.00) (the “**Deposit**”) with the Clerk of Court for the Eighth
25 Judicial District Court, Clark County, Nevada (the “**Clerk**”) – Receipt No. 2013-126698-
26 CCCLK – which funds remain on deposit with the Clerk.

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1 6. As soon as practicable, but not later than thirty (30) days after entry of the
2 Stipulated Judgment and Order, NV Energy shall deposit with the Clerk a check in the amount of
3 Five Hundred Sixty-Nine Thousand and No/100 Dollars (\$569,000.00) (the “**Additional**
4 **Payment**”). The Deposit and Additional Payment collectively total Eight Hundred Fifty
5 Thousand and No/100 Dollars (\$850,000.00) (the “**Total Payment**”).

6 7. As soon as practicable after the Additional Payment is deposited with the Clerk, the
7 Clerk shall pay Seventy-Five Thousand and No/100 Dollars (\$75,000.00) (“**LVMPD Distribution**”)
8 to LVMPD from the Total Payment on deposit with the Clerk, which amount represents the total
9 amount the parties have agreed is due as just compensation for the Temporary Construction
10 Easement at issue in the Lawsuit. LVMPD waives any right to any part of the Total Payment aside
11 from the LVMPD Distribution, and agrees that the balance of the Total Payment represents
12 compensation for the remaining issues and/or claims at issue in the Lawsuit, including the Permanent
13 Easement at issue in the Lawsuit, to which only Prior Owners and/or Clark County shall have a
14 claim.

15 8. Pursuant to NRS 37.115, the Prior Owners and Clark County shall ask the Court to
16 determine and make the remaining apportionment award (for the Total Payment less the LVMPD
17 Distribution) (“**Remaining Apportionment Award**”) between Prior Owners and Clark County.
18 Alternatively, Prior Owners and Clark County, without the involvement of NV Energy or LVMPD,
19 may enter into a mutual agreement regarding the Remaining Apportionment Award. In this event,
20 Prior Owners and Clark County shall provide the Court and the Clerk with the appropriate
21 documentation reflecting the Remaining Apportionment Award. Any interest that may have accrued
22 on the Deposit and/or the Additional Payment while on deposit with the Clerk, shall be included in
23 the Remaining Apportionment Award.

24 9. Nothing contained in this Judgment and Final Order shall negatively affect any
25 appellate or other rights between the Prior Owners and/or Clark County regarding their
26 respective rights and/or interest to disbursement of the Remaining Apportionment Award,
27 including pursuant to NRS 37.115.

28 ...

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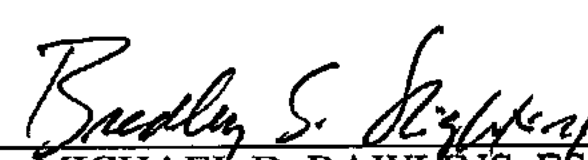
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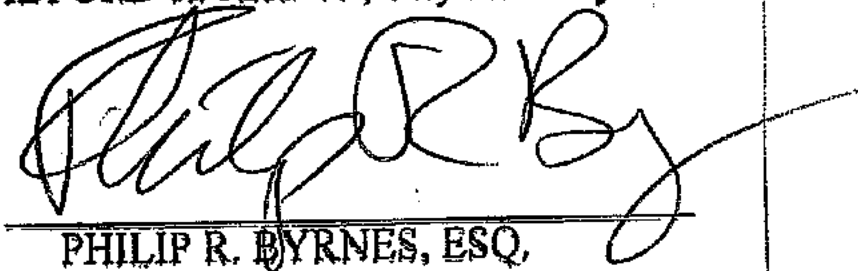
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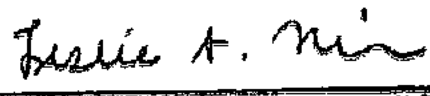
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EXHIBIT “1”

EXHIBIT “1”

APN: 139-33-202-009

PERPETUAL EASEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy and its successors and assigns ("NV Energy"), for use by them and their employees and contractors, hereby acquire a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("Utility Facilities") upon, over, under and through the property described in Exhibit "A" hereto (the "Easement Area");
2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area and the property described in Exhibit "B" hereto (the "Property");
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from the Easement Area and the Property; and
4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as NV Energy may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

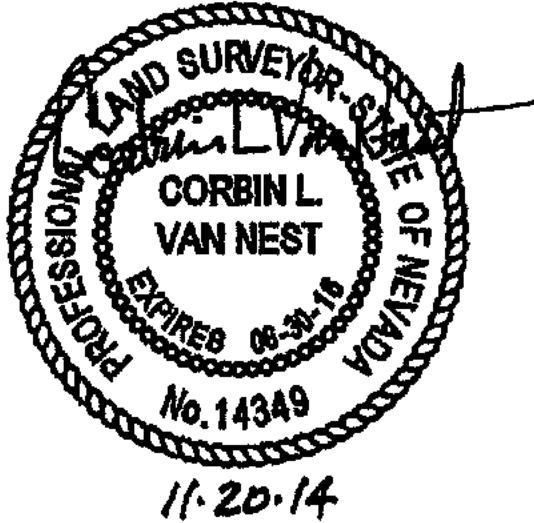
NV Energy will be responsible for any damages, proximately caused by NV Energy negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by the property owners and located on the Easement Area after the date that NV Energy obtains occupancy of the Easement Area pursuant to NRS Chapter 37. However, this paragraph does not apply to, and NV Energy is not responsible for, any damages caused when NV Energy exercises its rights under numbered Paragraph 4 above.

The property owner covenants for the benefit of NV Energy, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of NV Energy (which NV Energy will not unreasonably withhold), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. NV Energy and the property owner must document NV Energy's consent by both NV Energy and the property owner signing NV Energy's standard, recordable use agreement. The property owner retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with NV Energy's rights herein and are in all respects consistent with NV Energy's rights herein, NV Energy's electrical practices, and the National Electrical Safety Code.



EXHIBIT A

PROJECT ID: LR697NCLR2
PROJECT NEON
APN: 139-33-202-009
20 NOV, 2014
PREPARED BY: CV
CHECKED BY: SD
PAGE 1 OF 3



LAND DESCRIPTION:

A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN "GRANT BARGAIN AND SALE DEED" RECORDED SEPTEMBER 2, 2009 IN BOOK 20090902 AS INSTRUMENT NO. 01863 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 00°01'49" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 267.13 FEET; THENCE NORTH 89°58'11" WEST, DEPARTING SAID EAST LINE, 34.50 FEET TO THE POINT OF BEGINNING, SAME BEING THE WESTERLY RIGHT-OF-WAY OF MARTIN LUTHER KING BOULEVARD (WIDTH VARIES) DESCRIBED IN THAT CERTAIN "GRANT DEED" RECORDED AUGUST 26, 2009 IN BOOK 20090826 AS INSTRUMENT NO. 02171 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; THENCE ALONG SAID RIGHT-OF-WAY AND THE UNBROKEN TRANSITION THEREOF ONTO AND ALONG THE NORTHERLY RIGHT-OF-WAY OF ALTA DRIVE, BEING DESCRIBED IN THOSE CERTAIN 'GRANT DEEDS' RECORDED AUGUST 26, 2009 IN BOOK 20090826 AS INSTRUMENT NUMBERS 02169, 02170 AND 02172 OF SAID OFFICIAL RECORDS, THE FOLLOWING EIGHT (8) COURSES: 1) SOUTH 00°01'49" WEST, 108.38 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 54.00 FEET; 2) SOUTHWESTERLY ALONG SAID CURVE, 84.67 FEET THROUGH A CENTRAL ANGLE OF 89°50'12"; 3) SOUTH 89°52'01" WEST, 70.41 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET; 4) NORTHWESTERLY ALONG SAID CURVE, 3.30 FEET THROUGH A CENTRAL

P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 30150, RENO, NEVADA 89520-3150 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009
PAGE 2 OF 3

ANGLE OF 09°27'51"; 5) NORTH 80°40'08" WEST, 44.51 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, 6) NORTHWESTERLY ALONG SAID CURVE, 4.96 FEET THROUGH A CENTRAL ANGLE OF 09°27'51"; 7) SOUTH 89°52'01" WEST, 125.84 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; 8) SOUTHWESTERLY ALONG SAID CURVE, 5.22 FEET THROUGH A CENTRAL ANGLE OF 09°58'09"; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 00°12'40" WEST, 40.93 FEET; THENCE NORTH 88°02'57" EAST, 262.90 FEET; THENCE NORTH 23°03'40" EAST, 114.67 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 16,861 SQUARE FEET.

BASIS OF BEARINGS:

NORTH 00°01'49" EAST BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MEASURED IN THE NEVADA EAST ZONE (2701) STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83).

END OF LAND DESCRIPTION.

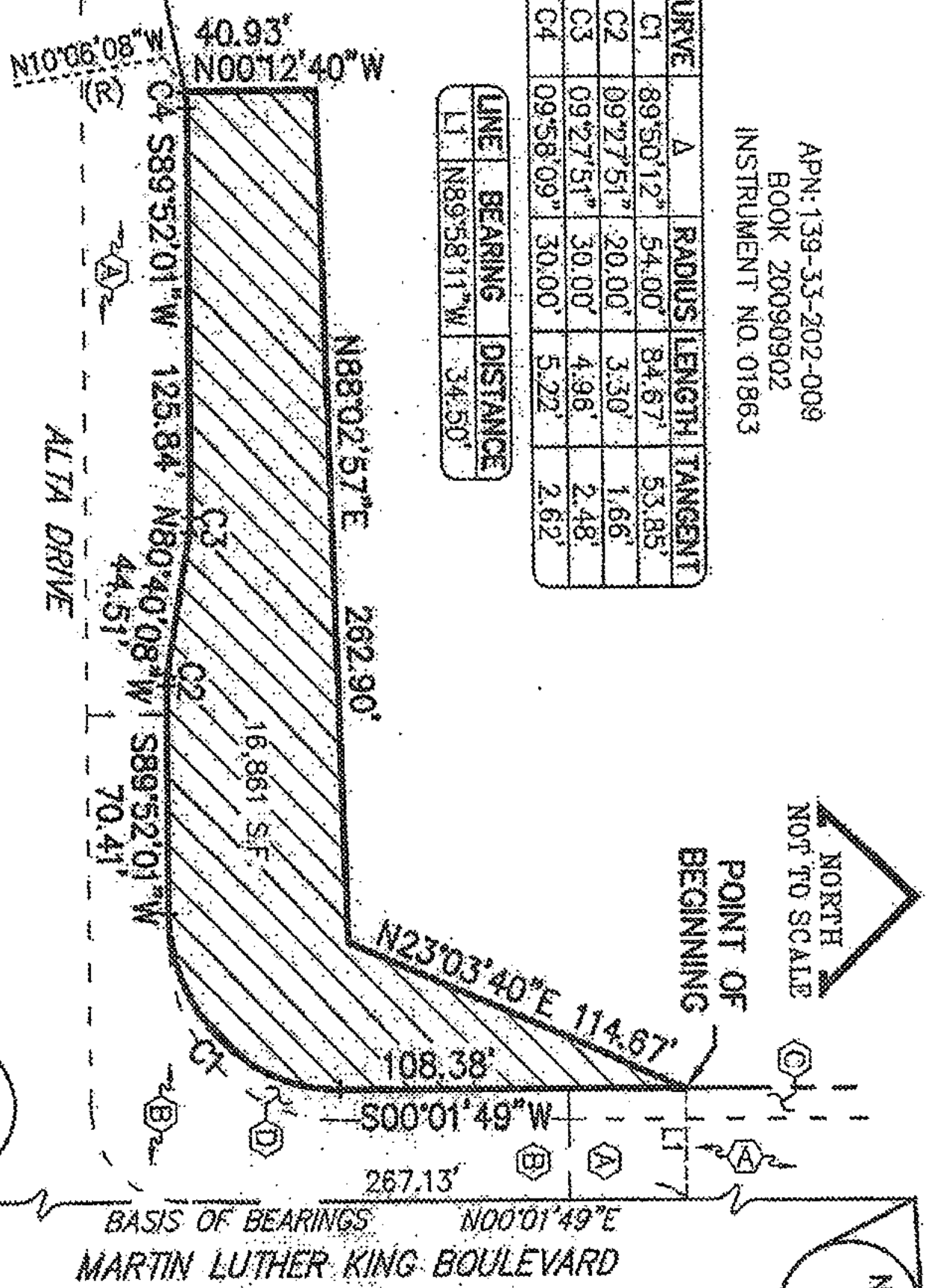
NOTE: THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

CORBIN L, VAN NEST, PLS
STATE OF NEVADA NO. 14349
FOR AND AT THE INSTANCE OF NV ENERGY

APN: 139-33-202-009
 BOOK 20090826
 INSTRUMENT NO. 01863

CURVE	A	RADIUS	LENGTH	TANGENT
C1	89°50'12"	54.00'	84.67'	53.85'
C2	09°27'51"	20.00'	3.30'	1.66'
C3	09°27'51"	30.00'	4.96'	2.48'
C4	09°58'09"	30.00'	5.22'	2.62'

LINE	BEARING	DISTANCE
L1	N89°58'11"W	34.50'



- OFFICIAL RECORDS
- (A) 20090826:02169
 - (B) 20090826:02170
 - (C) 20090826:02171
 - (D) 20090826:02172

PROJECT:
 PROJECT NEON
 APN: 139-33-202-009
 EXHIBIT A

EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION

SEC. 33 T.20 S., R.61 E.
 SURVEYOR: GE/SB
 DRAWN BY: CV

DATE: 20 NOV. 14. PAGE: 3 OF 3

CHECKED BY: PROJECT ID: LR697NULR2

C 1/4
33

POINT OF
COMMENCEMENT

Exhibit B

Situate in the City of Las Vegas, County of Clark, State of Nevada is that portion of the Northwest Quarter (NW ¼) of Section 33, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, described as follows:

That parcel of land as described in Grant Bargain and Sale Deed recorded September 2, 2009 in Book 20090902, as Instrument No, 01863, Official Records, Clark County, Nevada.

EXHIBIT “2”

EXHIBIT “2”

APN: 139-33-202-009

TEMPORARY CONSTRUCTION EASEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy and its successors and assigns ("NV Energy"), for use by them and their employees and contractors, hereby acquire a temporary right and easement on the real property situated in Clark County, Nevada, identified on Exhibit "A" hereto, and commonly known as APN 139-33-202-009 (the "Property"):

1. to use and restore an area approximately one hundred (100) feet by one hundred eighty-one (181) feet and one hundred eleven (111) feet by one hundred eighty-one (181) feet for construction staging (including but not limited to parking vehicles and storing materials), pulling cable, and wire tensioning in the location identified on Exhibit "B" hereto ("Temporary Easement Area");
2. to perform final cleanup of and restore to its before condition the Temporary Easement Area;
3. except as described below, for the unrestricted passage of vehicles and pedestrians within, on, over and across the Temporary Easement Area; and
4. except as described below, for the unrestricted, continuous access of vehicles and pedestrians along and through the Property to the Temporary Easement Area, for the ingress of vehicles and pedestrians to the Temporary Easement Area from the Property, and for the egress of vehicles and pedestrians from the Temporary Easement Area over the Property.

Additional Terms of Temporary Construction Easement

1. NV Energy has the right to remove or clear any and all materials, trees, brush, debris, signs, and any other obstruction from the Temporary Easement Area that in NV Energy's reasonable judgment may interfere with or endanger NV Energy's use of or activities on the Temporary Easement Area.
2. After NV Energy obtains occupancy of the Temporary Easement Area pursuant to NRS Chapter 37, NV Energy will be responsible for any damages, proximately caused by NV Energy's negligent use of or activities on the Temporary Easement Area, to any tangible, personal property or improvements owned by the property owner and located on or adjacent to the Temporary Easement Area prior to the date that NV Energy obtains occupancy of the Temporary Easement Area pursuant to NRS Chapter 37. NV Energy further agrees that, if NV Energy performs work that damages the Temporary Easement Area, NV Energy will restore the Temporary Easement Area to as close to its before condition as is commercially reasonable as soon as is practicable upon completion of the construction activities, even if such construction activities conclude before the expiration of the term of the Temporary Construction Easement.

3. The Temporary Easement Area is roughly bisected by a curved driveway leading from Alta Drive on the South toward the building to the North and parking garage to the Northwest (the "Driveway"). Along the eastern edge of the Driveway, separated by a strip of landscaping, is a sidewalk (the "Sidewalk"). The Driveway and Sidewalk are highlighted on the map attached hereto as Exhibit "C". NV Energy shall, throughout the duration of the Temporary Construction Easement, keep the Driveway and Sidewalk continuously open and free from obstruction, so that vehicles and pedestrians can pass through the Driveway and Sidewalk in the ordinary course, except as follows:
 - a. NV Energy may intermittently close the Driveway and Sidewalk to vehicular and pedestrian traffic as is necessary for safety purposes for a period not to exceed a total of 15 days (which may be non-consecutive) in duration (the "Wire Pulling Period"), during which NV Energy is pulling wires through either of the two poles being erected on the perpetual easement that NV Energy is acquiring contemporaneously herewith ("Perpetual Easement"). The location of the Perpetual Easement is shown in Exhibit "1" attached to NV Energy's Verified Complaint in Eminent Domain filed May 10, 2013, a copy of which is attached hereto as Exhibit "D". The approximate location of the poles are shown on page 96 of the March 11, 2013, Summary Appraisal Report by Glenn Anderson provided by NV Energy, which page is attached hereto as Exhibit "E".
 - b. The intermittent closures allowed in the preceding paragraph shall not last for more than 30 minutes per hour during Peak Hours. Peak Hours include the following times: Monday thru Friday from 6:30 a.m. to 8:30 a.m., 11:00 a.m. to 1:00 p.m., and 3:30 p.m. to 5:00 p.m. During such intermittent closures, NV Energy shall provide safety personnel to notify vehicles and pedestrians of the closures, and to keep them at a safe distance.
 - c. In cases of emergency, such as a need for the Las Vegas Metropolitan Police Department to mobilize police personnel and utilize the Driveway during such an intermittent closure, NV Energy shall suspend its wire pulling operations as soon as can safely be accomplished so as to be able to allow passage of vehicles through the Driveway.
4. The northernmost edge of the Temporary Easement Area overlaps a drive area whereby vehicles pass between the building and the row of parking to the south (the "Drive Area"). The Drive Area is highlighted on Exhibit "F", attached hereto. Except during the Wire Pulling Period, NV Energy shall, throughout the duration of the Temporary Construction Easement, keep the Drive Area continuously open and free from obstruction, so that

vehicles and pedestrians can pass through the Drive Area in the ordinary course.

5. At any time during the Temporary Construction Easement when NV Energy has any heavy vehicles or heavy equipment on the Property, whether or not within the Temporary Easement Area or the Perpetual Easement, NV Energy shall not leave such vehicles or equipment unattended, and shall provide reasonable security measures to prevent such vehicles from being used by unauthorized persons.

This Temporary Construction Easement terminates on June 30, 2015, and, upon termination, has no further effect.

EXHIBIT "A"

EXHIBIT "A"

Exhibit A

The above referred to parcel of land, situate in the City of Las Vegas, County of Clark, State of Nevada, is that portion of the Northwest Quarter (NW ¼) of Section 33, Township 20 South, Range 61 East, M.D.M., Nevada, described as follows:

That parcel of land as described in Grant Bargain and Sale Deed recorded September 2, 2009 in Book 20090902, as Instrument No. 01863, Official Records, Clark County, Nevada.

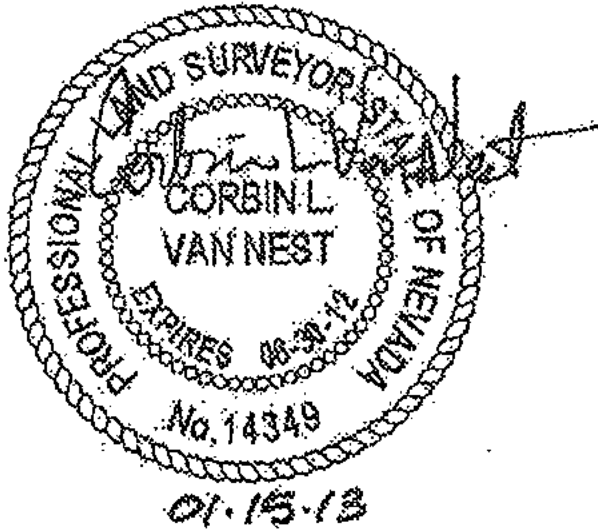
EXHIBIT "B"

EXHIBIT "B"



EXHIBIT B

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009-TE
15 JANUARY, 2012
PREPARED BY: CV
CHECKED BY: SD
PAGE 1 OF 3



LAND DESCRIPTION:

A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN "GRANT BARGAIN AND SALE DEED" RECORDED SEPTEMBER 2, 2009 IN BOOK 20090902 AS INSTRUMENT NO. 01883 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH 89°52'01" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 522.43 FEET; THENCE NORTH 00°07'59" WEST, DEPARTING SAID SOUTH LINE, 100.94 FEET TO THE SOUTHWEST CORNER OF SAID LAND, SAME BEING THE POINT OF BEGINNING; THENCE NORTH 00°07'59" WEST ALONG THE WEST LINE OF SAID LAND, 111.74 FEET; THENCE NORTH 89°52'01" EAST DEPARTING SAID WEST LINE, 160.97 FEET; THENCE NORTH 00°07'59" WEST 125.32 FEET; THENCE NORTH 89°52'01" EAST 100.00 FEET; THENCE SOUTH 00°07'59" EAST 181.98 FEET; THENCE SOUTH 88°02'57" WEST 80.25 FEET; THENCE SOUTH 00°12'40" EAST 40.93 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID LAND, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30'00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 10°06'08" WEST; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING THREE (3) COURSES: 1) SOUTHWESTERLY 1.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°03'32"; 2) SOUTH 77°50'20" WEST 39.69 FEET; 3) SOUTH 88°35'42" WEST, 140.97 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

P.O. BOX 98710, LAS VEGAS, NEVADA 89151-0001 6224 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 30150, RENO, NEVADA 89520-9150 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009-TE
PAGE 2 OF 3

CONTAINING 36,863 SQUARE FEET.

BASIS OF BEARINGS:

NORTH 00°01'49" EAST BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MEASURED IN THE NEVADA EAST ZONE (2701) STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83).

END OF LAND DESCRIPTION.

NOTE: THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

CORBIN L, VAN NEST, PLS
STATE OF NEVADA NO. 14349
FOR AND AT THE INSTANCE OF NV ENERGY



PROJECT:
PROJECT NEON
APN: 139-33-202-009-1E

EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION
SEC: 33 T: 20 S, R: 61 E
SURVEYOR: GE/SB
DRAWN BY: CV

DATE: 15 JAN, 2013 PAGE: 3 OF 3
CHECKED BY: SD PROJECT ID: LR897NJJLR2

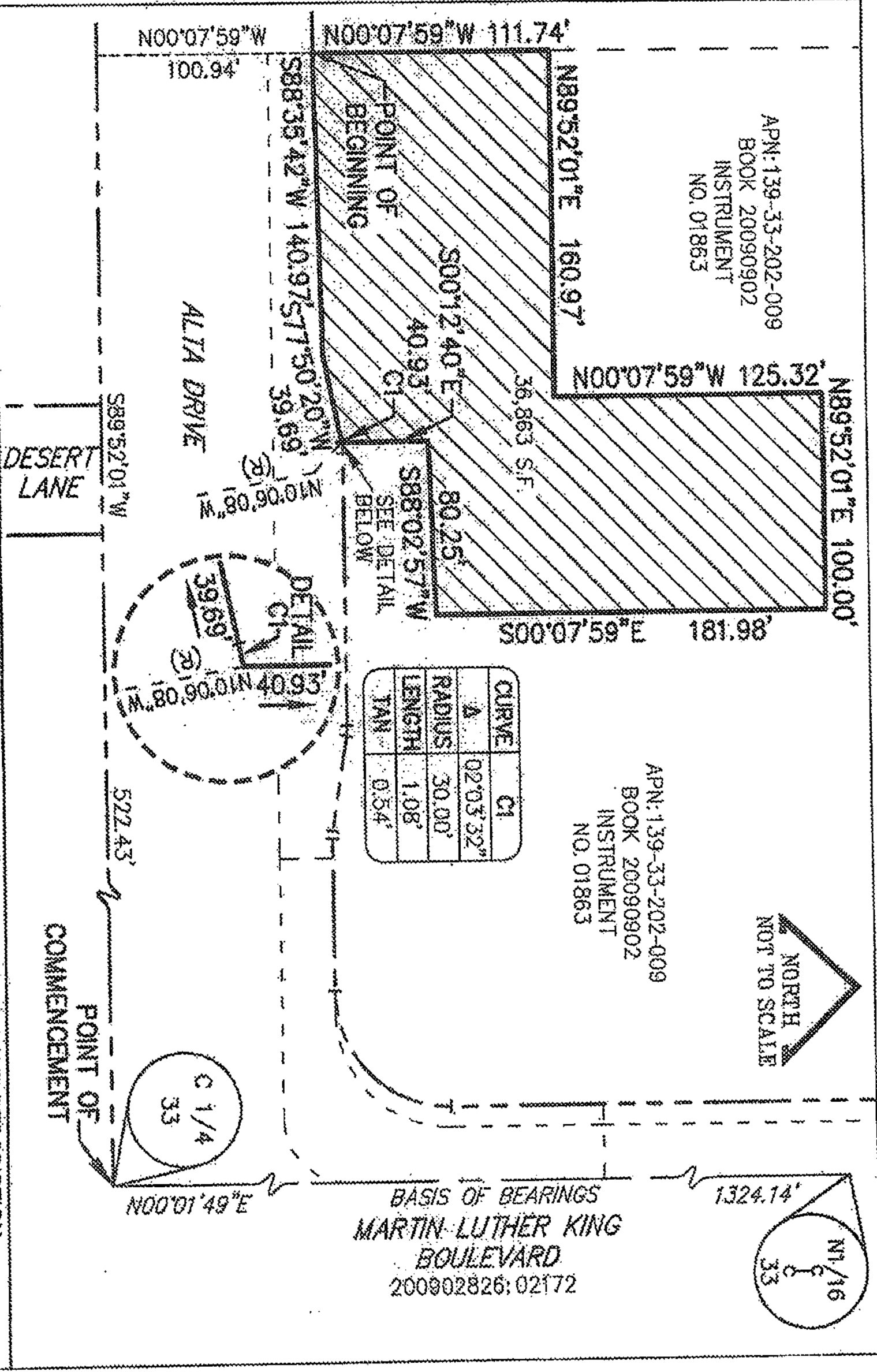


EXHIBIT "C"

EXHIBIT "C"

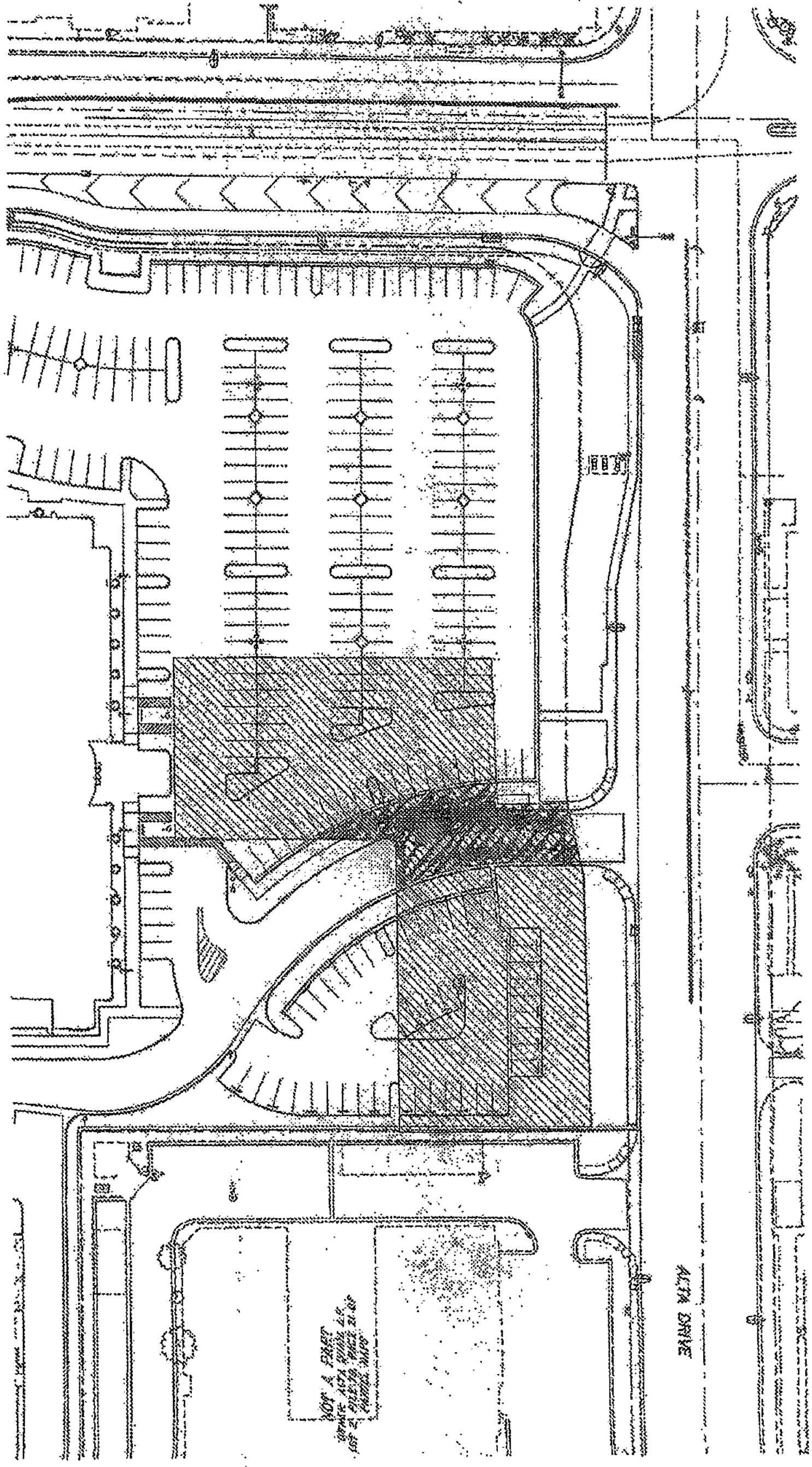


Fig 7

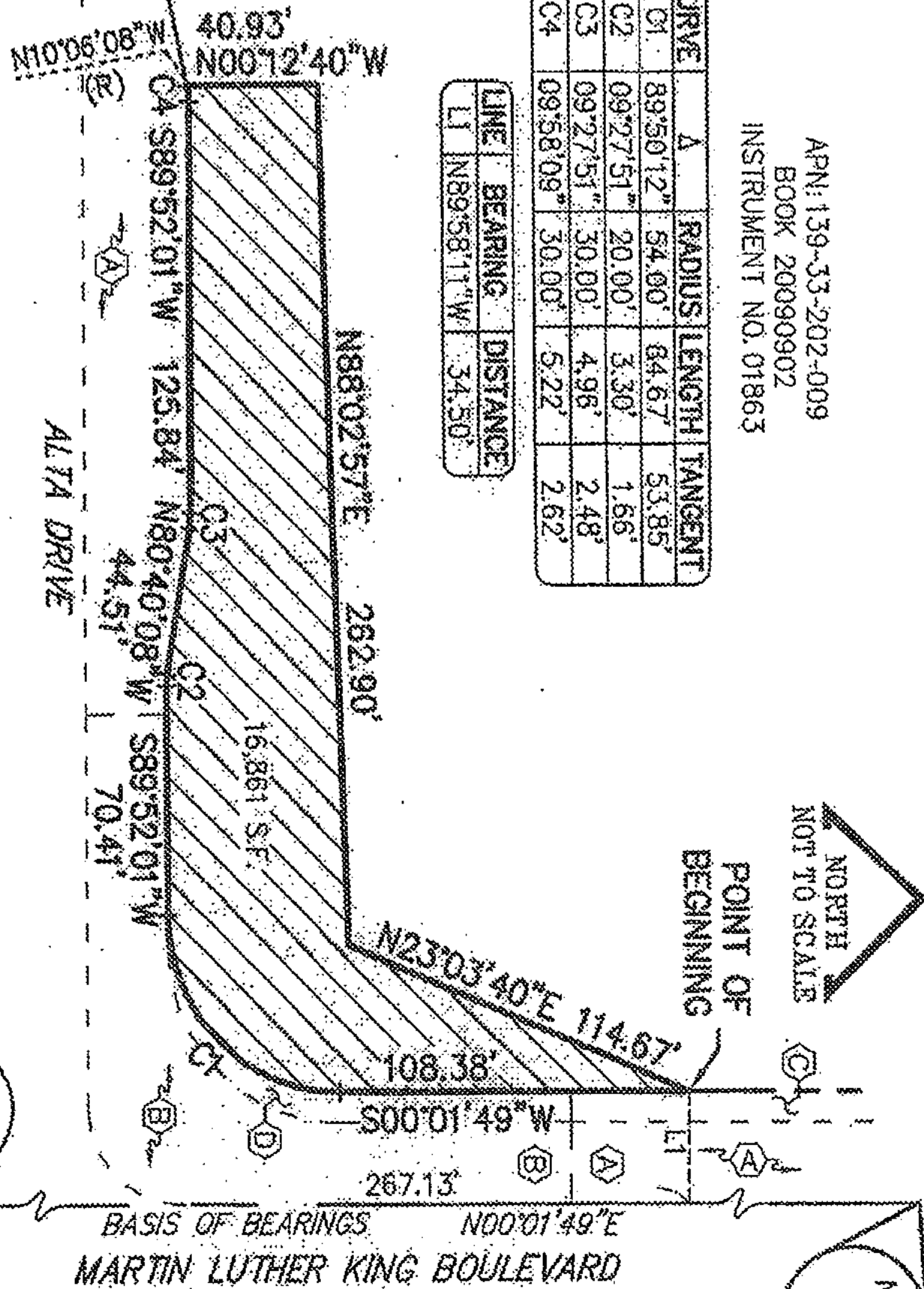
EXHIBIT "D"

EXHIBIT "D"

APN: 139-33-202-009
 BOOK 20090902
 INSTRUMENT NO. 01863

CURVE	Δ	RADIUS	LENGTH	TANGENT
C1	89°50'12"	54.00'	64.67'	53.85'
C2	09°27'51"	20.00'	3.30'	1.66'
C3	09°27'51"	30.00'	4.96'	2.48'
C4	09°58'09"	30.00'	5.22'	2.62'

LINE	BEARING	DISTANCE
L1	N89°58'11"W	34.50'



OFFICIAL RECORDS

- (A) 20090826:02169 (C) 20090826:02171
- (B) 20090826:02170 (D) 20090826:02172

NV Energy

PROJECT: PROJECT NEON
 APN: 139-33-202-009
 EXHIBIT A

EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION

SEC: 33 T:20 S, R:81 E
 SURVEYOR: GE/SB
 DRAWN BY: GV

DATE: 20 NOV/14 PAGE: 3 OF 3

CHECKED BY: PROJECT ID: LR697NJJR2

EXHIBIT "E"

EXHIBIT "E"

Pole Placement Map:

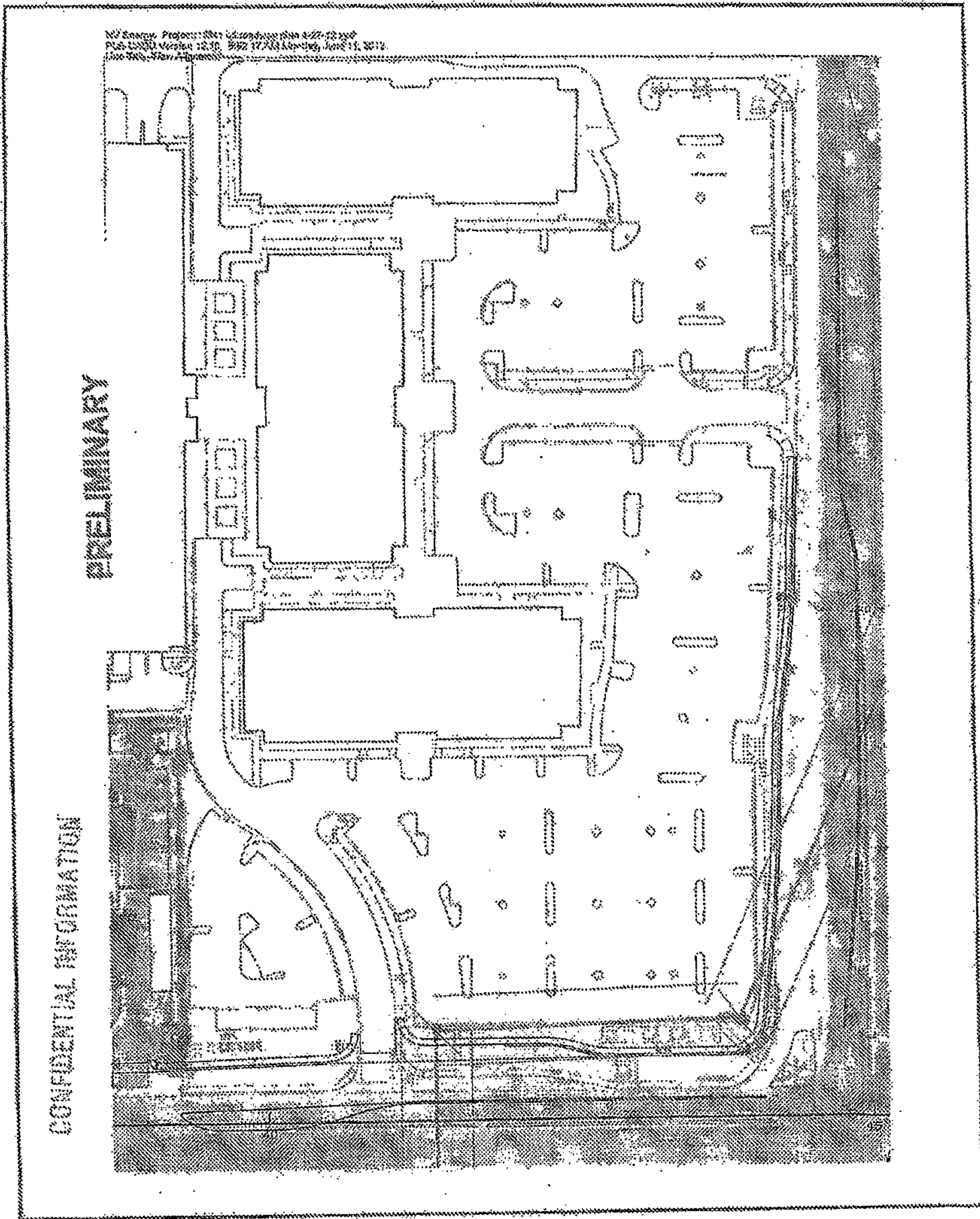
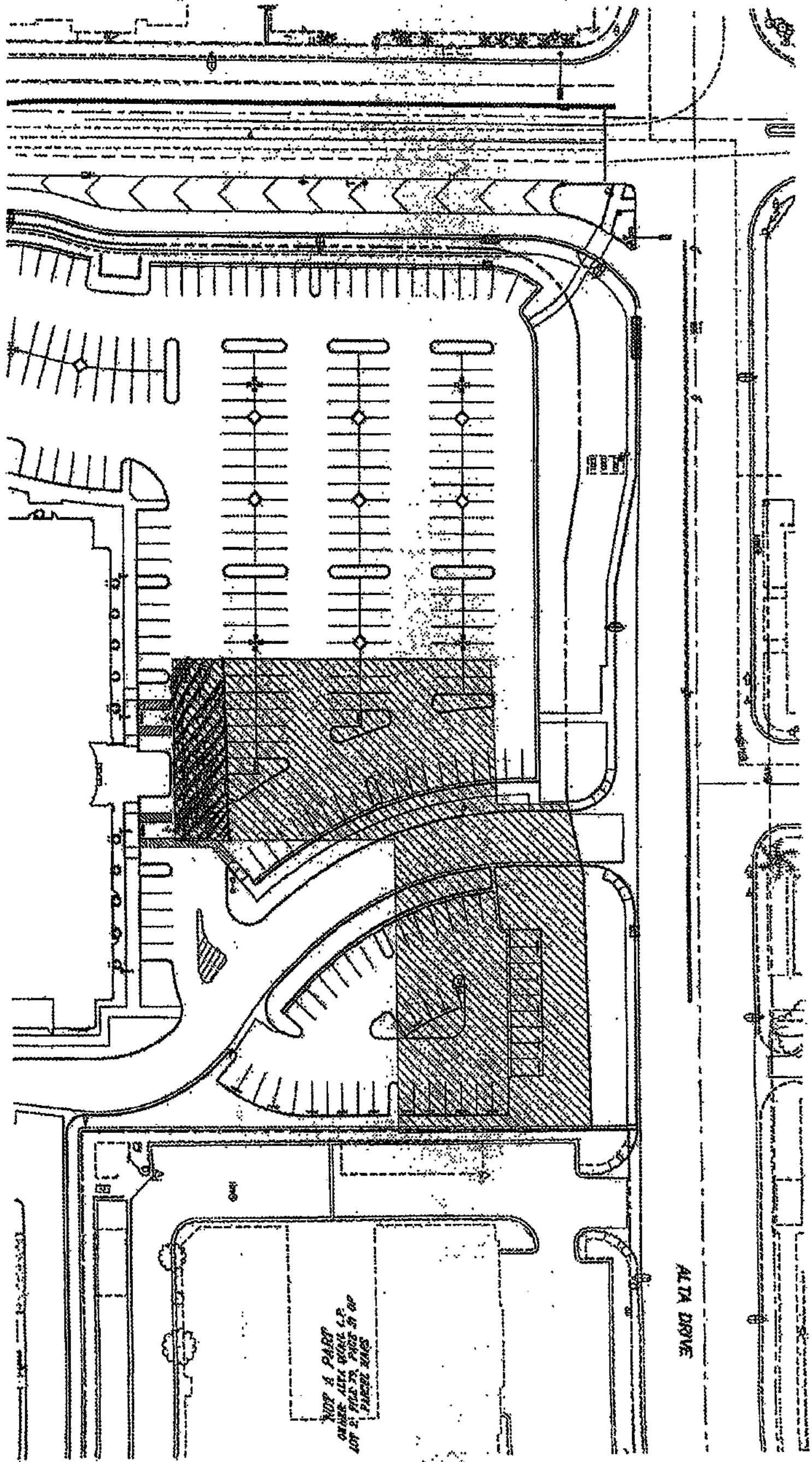


EXHIBIT "F"

EXHIBIT "F"



PART OF PART
 OF THE CITY OF
 LOS ANGELES
 PLANNING

ALTA DRIVE

Ex. 2

IN THE SUPREME COURT OF THE STATE OF NEVADA

CLARK COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
NEVADA,
Appellant,
vs.
HQ METRO, LLC, AN ARIZONA
LIMITED LIABILITY COMPANY;
PROJECT ALTA, LLC, A NEVADA
LIMITED LIABILITY COMPANY;
PROJECT ALTA II, LLC, A
NEVADA LIMITED LIABILITY
COMPANY PROJECT ALTA III,
LLC, A NEVADA LIMITED
LIABILITY COMPANY; AND
PROJECT ALTA LIQUIDATING
TRUST U/A/D 12/31/09, BY AND
THROUGH MARK L. FINE &
ASSOCIATES, A NEVADA
CORPORATION, INDIVIDUALLY
AND AS TRUSTEE,
Respondents.

Electronically Filed
Supreme Court No. 71877 01:46 p.m.
District Court Case No. Elizabeth A. Brown
A681632 Clerk of Supreme Court

JOINT APPENDIX

Volume 6

Pages 1105-1350

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NEVADA POWER COMPANY V. HQ METRO, LLC, ET AL

Case No: A-13-681632-C

Dept No: 28

<u>Document</u>	<u>Filed</u>	<u>Volume</u>	<u>Bates No.</u>
Answer of Las Vegas Metropolitan Police Department	7/9/2013	3	0664-0667
Central Telephone Company's Answer to Complaint	6/13/2013	3	0650-0655
Certificate of Cash Deposit	10/17/2013	3	0716-0719
City of Las Vegas' Answer to Complaint in Eminent Domain	7/8/2013	3	0656-0658
City of Las Vegas' Answer to First Amended Complaint in Eminent Domain	2/4/2016	7	1445-1447
Defendant Clark County's Answer to Complaint	7/8/2013	3	0659-0663
Defendant Clark County's Answer to First Amended Complaint in Eminent Domain	2/8/2016	7	1448-1452
Defendant Clark County's Notice of Appeal	11/29/2016	8	1719-1720
Defendant Clark County's Opposition to Defendant Landowners' Motion for Summary Judgment and Countermotion for Partial Summary Judgment and Application for Withdrawal of Funds Deposited for the Permanent Easement	1/13/2016	5 6	0855-1104 1105-1296
Defendant Clark County's Opposition to HQ Metro, LLC's Motion for Apportionment of Funds	10/4/2016	8	1698-1703
Defendant HQ Metro LLC's Motion for Apportionment of Funds Pursuant to NRS 37.115 and February 25, 2016 Court Order	9/20/2016	8	1604-1697

Defendant HQ Metro, LLC's Reply to Motion for Apportionment of Funds Pursuant to NRS 37.115 and February 25, 2016 Court Order	10/19/2016	8	1704-1709
Defendant Landowner's Motion for Summary Judgment	12/30/2015	4	0720-0854
Defendant Landowners' Opposition to Clark County's Countermotion for Partial Summary Judgment & Application for Withdrawal of Funds Deposited for the Permanent Easement	2/1/2016	6	1339-1350
Defendants HQ Metro, LLC, Project Alta, LLC, Project Alta II, LLC, Project Alta III, LLC, Project Alta Liquidating Trust U/A/D 12/31/09 by and Thru Mark L. Fine & Associates, and Wells Fargo Bank, National Association, as Trustee's Answer to Plaintiff's Verified Complaint in Eminent Domain; Defendant HQ Metro, LLC's Counterclaims	7/9/2013	3	0668-0679
Defendants HQ Metro, LLC, Project Alta, LLC, Project Alta II, LLC, Project Alta III, LLC, Project Alta Liquidating Trust U/A/D 12/31/09 by and thru Mark L. Fine & Associates' Answer to Plaintiff's First Amended Verified Complaint in Eminent Domain; Defendant HQ Metro, LLC's Counterclaims	7/11/2016	7	1518-1524
Errata to Defendant Landowners Opposition to Clark County's Countermotion for Partial Summary Judgment and Application for Withdrawal for Funds Deposited for the Permanent Easement	2/4/2016	7	1407-1444
Judgment and Final Order of Condemnation	9/20/2016	8	1570-1603

Las Vegas Metropolitan Police Department's Answer to First Amended Complaint	2/8/2016	7	1453-1457
Notice of Entry of Order RE: Defendant HQ Metro LLC's Motion for Apportionment of Funds Pursuant to NRS 37.115 and February 25, 2016 Court Order	11/9/2016	8	1713-1718
Order 2.25.16	2/25/2016	7	1465-1469
Order Granting Immediate Occupancy Pending Entry of Judgment	10/15/2013	3	0680-0681
Order RE: Defendant HQ Metro LLC's Motion for Apportionment of Funds Pursuant to NRS 37.115 and February 25, 2016 Court Order	11/9/2016	8	1710-1712
Plaintiff Nevada Power Company d/b/a NV Energy's Limited Opposition(s) to: (1) Defendant Las Vegas Metropolitan Police Department's Counter-Motion for Partial Summary Judgment and Application for Distribution of Funds Allocable to Temporary Construction Easement; and (2) Defendant Clark County's Counter-Motion for Partial Summary Judgment and Application for Withdrawal of Funds Deposited for the Permanent Easement	2/2/2016	7	1351-1406
Plaintiff's First Amended Verified Complaint in Eminent Domain	1/15/2016	6	1297-1338
Plaintiff's Motion for Immediate Occupancy	5/20/2013	1 2 3	0030-0250 0251-0500 0501-0625
Plaintiff's Verified Complaint in Eminent Domain	5/10/2013	1	0001-0029

Reply Points and Authorities in Support of Clark County's Countermotion for Partial Summary Judgment and Application for Withdrawal of Funds Deposited for the Permanent Easement	2/11/2016	7	1458-1464
Stipulated Judgment and Order	9/20/2016	7	1525-1569
Stipulation and Order for Immediate Occupancy	10/15/2013	3	0682-0715
Summons – Civil (Clark County)	6/6/2013	3	0644-0646
Summons – Civil (HQ Metro, LLC)	6/6/2013	3	0626-0628
Summons – Civil (Mark L. Fine and Associates)	6/6/2013	3	0638-0640
Summons – Civil (Project Alta II)	6/6/2013	3	0629-0631
Summons – Civil (Project Alta III)	6/6/2013	3	0632-0634
Summons – Civil (Project Alta Liquidating Trust U/A/D 12/31/09)	6/6/2013	3	0635-0637
Summons – Civil (Project Alta, LLC)	6/6/2013	3	0647-0649
Summons – Civil (Wells Fargo Bank, National Association)	6/6/2013	3	0641-0643
Transcript of Proceedings All Pending Motion February 16, 2016	3/21/2016	7	1470-1517

GENERAL INFORMATION

IDENTIFICATION OF SUBJECT

The larger subject site from which the PE and TCE are being acquired is located at 400 Martin Luther King (M.L.K) Boulevard, which is at the northwest corner of M.L.K and Alta Drive. The property can also be identified as Assessor Parcel Number (APN) 139-33-202-009. A brief legal description of the property is as follows:

A PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF THE
NORTHWEST QUARTER (NW ¼) OF SECTION 33, TOWNSHIP 20-
SOUTH, RANGE 61-EAST, M.D.M., CLARK COUNTY, NEVADA

According to the Complaint, the PE will encumber 16,861 square feet along the eastern and southern boundaries of the larger site and the TCE will encumber 36,863 square feet along the southern boundary of the same larger site. Complete legal descriptions of these areas are located in Addendum D to this report.

CURRENT OWNERSHIP AND SALES HISTORY

A guideline of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) is that any pending or prior sales of the subject property over the three (3) years prior to the effective date of value must be analyzed.

According to public records, as of May 13, 2013 the property was under the ownership of HQ Metro, LLC. While there were two (2) property transfers in the prior three (3) years, they involved ownerships related to HQ metro, LLC. It is my understanding that the property has not been involved in an arm's-length transaction since January of 2006, and at that time it was vacant land.

To the best of my knowledge, no arm's-length sale or transfer of ownership had occurred within the three years prior to the effective date of value and the property has not been listed for sale during that period. However, there were options to purchase included in the original thirty (30) year lease that commenced on July 1, 2011. The tenant had an option to purchase the Leased Property at any time during the initial Term following the earlier of the third (3rd) annual anniversary of the Commencement Date of the last Building, or (ii) the first day of the forty-seventh (47th) month after the Commencement Date of the first Building. The price to be paid by Tenant for the purchase of the property was to be the Fair Market Value at that time, which was to be subject to the existing lease.

PURPOSE, PROPERTY RIGHTS AND EFFECTIVE DATE

The purpose of this appraisal is to develop an opinion of the retrospective just compensation due the landowner for a PE and TCE to be located along the larger site's street frontages, as of the effective date of the appraisal, May 13, 2013.

CLIENT, INTENDED USER AND INTENDED USE

The client and intended user of the report is HQ Metro, LLC, c/o Brian C. Padgett, Esq., and Amy Sugden, Esq., of The Law Offices of Brian C. Padgett. The intended use of the report is for judicial proceedings involving the easement acquisitions. The appraisal is not intended for any other use or user.

DEFINITION OF BEFORE AND AFTER RULE

In eminent domain valuation, a procedure in which just compensation is measured as the difference between the value of the entire property before the taking and the value of the remainder after the taking. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal, 5th Edition, 2010*).

DEFINITION OF CONDEMNATION

The act or process of enforcing the right of eminent domain. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal, 5th Edition, 2010*).

DEFINITION OF EMINENT DOMAIN

The right of government to take private property for public use upon the payment of just compensation. The Fifth Amendment of the U.S. Constitution, also known as the *takings clause*, guarantees payment of just compensation upon appropriation of private property. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal, 5th Edition, 2010*).

DEFINITION OF JUST COMPENSATION

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position as he or she would be if the property had not been taken. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal, 5th Edition, 2010*).

DEFINITION OF MARKET VALUE

Market value is defined as:

The highest price, on the date of valuation, that would be agreed to by a seller, who is willing to sell on the open market and has reasonable time to find a purchaser, and a buyer, who is ready, willing and able to buy, if both the seller and the buyer had full knowledge of all the uses and purposes for which the property is reasonably adaptable and available. In determining value, except as otherwise provided in this subsection, the property sought to be condemned must be valued at its highest and best use without considering any future dedication requirements imposed by the entity that is taking the property. If the property is condemned primarily for a profit-making purpose, the property sought to be condemned must be valued at the use to which the entity that is condemning the property intends to put the property, if such use results in a higher value for the property. (Added to NRS by 1959, 596; A 1989, 548; 1993, 525; 1995, 501; 2007, 331)

DEFINITION OF PERMANENT EASEMENT

An easement that lasts forever. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal, 5th Edition, 2010*).

DEFINITION OF RETROSPECTIVE VALUE OPINION

A value opinion effective as of a specified historical date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal, 5th Edition, 2010*).

DEFINITION OF STATE RULE

In condemnation, the process of determining just compensation by estimating the value of the portion to be acquired as part of the whole property plus the net severance damages; may be referred to as a *taking plus damages rule*. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal, 5th Edition, 2010*).

DEFINITION OF TEMPORARY EASEMENT

An easement granted for a specific purpose and applicable for a specific time period. A construction easement, for example, is terminated after the construction of the improvement and the unencumbered fee interest in the land reverts to the owner. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal, 5th Edition, 2010*).

APPLICABLE REQUIREMENTS

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP)
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute

SCOPE OF WORK

This assignment involves estimating the just compensation due to a property owner for the acquisition of a Permanent Easement (PE) and Temporary Construction Easement (TCE) on the Metropolitan Police Headquarters property located at 400 Martin Luther King Boulevard, in Las Vegas, Nevada. The effective date of value is May 13, 2013. It is my understanding that these easements are part of an electrical transmission line relocation project that is related to the Nevada Department of Transportation's (NDOT's) Project Neon. Project Neon is NDOT's name for their plans to widen Interstate 15 (I-15) from just south of Sahara Avenue to the U.S. Highway 95 interchange, (the "Spaghetti Bowl").

In this report I have disregarded any decrease or increase in the value of the subject property before the date of value caused by the proposed project. This is a jurisdictional exception requiring non-compliance of Standards Rule 1-4(f). The reader is referred to page 101 of this report for an explanation of jurisdictional exception.

To perform this assignment, I took the following steps to gather, confirm, and analyze relevant data.

- Completed an inspection of the property and surrounding market area on November 15, 2013 and again on September 17, 2014. The photographs included in this report were taken by Tio S. DiFederico, MAI during those inspections. Since I did not inspect the property on the effective date of value, the value estimated in this analysis is based on the extraordinary assumption that the condition of the property noted during my inspections was similar to its condition on April 25, 2013.
- I collected factual information about the subject property and the surrounding market and confirmed that information with various sources.
- Performed a highest and best use analysis of the subject site, "as if vacant."

- Based on my experience with power easement appraisal problems, I first estimated the market value of the fee simple estate in the larger subject site as if there was no project. I used the sales comparison approach in developing an opinion of value for this site in the before situation since there was an active market for commercial properties in this area and sufficient sales data was available for analysis.
- The cost approach was not applicable because I estimated the site value, "as if vacant," and the income approach is not applicable because the subject was not likely to generate rental income in its "as if vacant" state.
- After concluding the value of the larger site, I estimated the value of the area required for the permanent easement "as part of the whole," per State Rule.
- Next, I analyzed the remainder in the before and after situation to ascertain if there are any damages or special benefits accruing to the remainder after the acquisition of this permanent easement.
- I then estimated the value of the temporary construction easement before arriving at the just compensation due to the property owners as of the effective date of value, May 13, 2013.

In this assignment I followed "State Rule," which has been adopted by the State of Nevada for condemnation proceedings. There are seven procedural steps in applying the state rule in Nevada that are outlined in Real Estate Valuation in Litigation, published by the Appraisal Institute. These steps are as follows:

State Rule	
1. Value before the taking	\$ _____
2. Value of the part taken (as part of the whole)	- _____
3. Remainder value before taking	= \$ _____
4. Remainder value after taking	- _____
5. Damages to the remainder	- \$ _____
6. Value of the part taken (as part of the whole)	+ _____
7. Total difference (just compensation)	= _____

REPORT FORMAT

The report has been prepared under the appraisal report option of Standards Rule 2-2(a) of USPAP. As such, it contains discussions of the data, reasoning, and analyses that are used in the appraisal process. Supporting documentation is retained in my file. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal.

AREA ANALYSIS

The Greater Las Vegas area is located in Clark County, Nevada. According to the U.S. Census Bureau, the county has a total area of 8,091 square miles. Land covers 7,910 square miles, with water covering the remainder. Las Vegas has been the county seat since the county was created by splitting off a portion of Lincoln County on February 5, 1908. Much of the county was originally part of Pah-Ute County, Arizona Territory before Nevada became the 36th state in 1864.

The county was named for William Andrews Clark, a Montana copper magnate and United States Senator. Clark was largely responsible for the construction of the Los Angeles and Salt Lake Railroad through the area, a factor heavily contributing to the region's early development. Las Vegas was incorporated in 1911 with a population of approximately 3,350. It was not until the Hoover Dam project, which was originally known as Boulder Dam, was started in 1931 and inexpensive power and land began attracting industry that Las Vegas started to grow. In 1931, the Nevada Legislature approved gambling, and the six-week residency status for divorce became law. These two actions provided a growth vehicle causing the population figures to increase.

LAW AND GOVERNMENT

Clark County Government is run by the Clark County Commission which consists of seven members who are elected to serve staggered four year terms in biannual partisan elections; the elections are only formally "non-partisan," as both sitting commissioners, as well as candidates' party affiliations, are routinely identified by Nevada citizens and local media.

After each election, the members elect a chairman who runs the Commission Meetings. Actual day to day operations are handled by the County Manager who is hired by the Commission. Its unincorporated towns also have appointed boards that provide advice to the Clark County Commission. The County operates out of the Clark County Government Center located in the City of Las Vegas.

The City of Las Vegas government operates as a council-manager government. The Mayor sits as a Council member-at-large and presides over all of the City Council meetings. In the event that the Mayor cannot preside over a City Council meeting, the Mayor Pro-Tem is the presiding officer of the meeting until such time as the Mayor returns to his seat. The City Manager is responsible for the administration and the day-to-day operation of all of the municipal services and city departments. The City Manager also maintains intergovernmental relationships with federal, state, county and other local governments. Much of the Las Vegas metropolitan area is split into neighboring incorporated cities or unincorporated communities.

Las Vegas and nearly all of the surrounding metropolitan area share a police department, the Las Vegas Metropolitan Police Department, which was formed after a 1973 merger of the Las Vegas Police Department and the Clark County Sheriff's Department. North Las Vegas, Henderson and Boulder City, as well as some colleges, have their own police departments.

Las Vegas, as the county seat and home to the Lloyd D. George Federal District Courthouse, draws numerous legal service industries providing bail, marriage, divorce, tax, incorporation and other legal services.

Other entities that have their own police forces include University of Nevada, Las Vegas, the Clark County School District, and cities such as Henderson, Mesquite, Boulder City and North Las Vegas. The Clark County Park Police is responsible for all of the parks operated by the county and some selected special venues, such as the Clark County Amphitheater, Clark County Archery Range and the Desert Rose Golf Course.

The Regional Justice Center replaced the Clark County Courthouse in 2005, and is located about 3 blocks from downtown Fremont Street, at 200 Lewis Avenue.

RECREATION/LIFESTYLE

In 2012, Southern Nevada had an overall mean temperature of 71.2 degrees, which is above the 30-year norm of 68.1 degrees reported by the National Weather Service. The coldest months are from November through February, with average high temperatures near 60 degrees, and lows of around 40 degrees. The hottest months are June through September, with average daytime temperatures of 97-105 degrees, and the nighttime lows in the 72-80 degree range. The typical humidity is less than 30%. And, in 2012 the annual precipitation in Las Vegas was around 5.3 inches which is above the 30-year norm of 4.5 inches reported by the National Weather Service.

Las Vegas, often referred to as the "Entertainment Capital of the World," offers tremendous opportunities for outdoor recreation. Within a 40-mile radius surrounding the Las Vegas area, recreational facilities include such sites as Lake Mead, Hoover Dam, and the Colorado River recreation area. Mt. Charleston and Lee Canyon ski areas are in the Toiyabe National Forest, and panoramic views and hiking are available in the Red Rock Canyon Conservation Area.

The Las Vegas Valley is well-located for weekend getaways to such sites as the Valley of Fire State Park, Grand Canyon, Bryce Canyon, Zion National Park, Death Valley, Lake Havasu, Big Bear Lake, Lake Arrowhead, and the Southern California beaches.

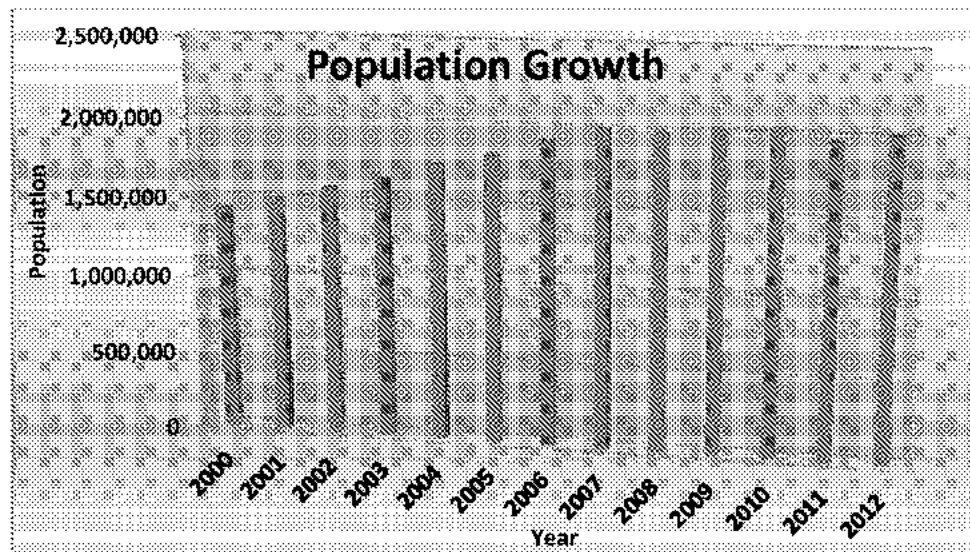
Hoover Dam attracts over one million tourists a year and features a state-of-the-art visitor center and garage parking. This is the largest dam in the Western Hemisphere, being 726 feet tall, 1,244 feet long, 45 feet deep in thickness from the top, and 660 feet in thickness at the bottom. The Mike O'Callaghan - Pat Tillman Memorial Bridge, also known as the Hoover Dam Bypass, was the first concrete-steel composite arch bridge built in the United States, and incorporates the longest concrete arch in the Western Hemisphere. Opened on October 19, 2010, the bridge provides a crossing of the Colorado River for US Route 93, linking Nevada and Arizona.

POPULATION/DEMOGRAPHICS

Clark County had a population of 1,375,765 at the 2000 census and a 2007 estimated population of 1,941,467, making it the most populous county in Nevada. And, while the 2008 population showed a slight decline to 1,933,277, the population increased to 1,952,835 in 2009. In 2010, it was reported at 1,981,836, but dropped again in 2011 to 1,966,630.

According to the 2013 Las Vegas Perspective, which sources Clark County Comprehensive Planning for July 2012 figures, it has since increased to 2,008,654. The 2013 Las Vegas Perspective reported that there were 736,782 occupied households in Clark County, which is up from 2011.

After several years of leading the nation in population growth, population estimates made by Clark County Comprehensive Planning show that the population in Clark County declined 0.5% in 2008, grew 1.0% in 2009 and 1.5% in 2012, dropped 3.4% in 2011 and increased 2.1% in 2012. However, the contraction noted in 2011 is related to a classification changes made in the 2010 census, which indicate that prior growth rates may not have been as strong as previously reported. These changes may also be impacting the 2012 figure. The population is up by 40.6% since the turn of the century; however, only 0.6% since 2007. The following is reflects that population growth in Clark County since 2000.



Source: Las Vegas Perspective; compiled by the DiFederico Group

In 2012 in Clark County, the population of adults between the age of 18 and 24 was 9.2%, with 29.3% from 25 to 44, 24.8% from 45 to 64, and 12.1% who were 65 years of age or older. The median age was 36.2 years and the average age was 37.0 years.

Retirees and empty nesters have become increasingly important. One of the fastest growing age groups in the Las Vegas sector is over 65, which is about 12.1% of the area adult population. The state's population grew 35% from 2000 to 2010, ranking it No. 1 in the nation. But that number was dwarfed by the rising tide of residents older than 62, which ballooned by 54% during that period. And the growth in our oldest residents, those 85 and older, substantially outpaced that at 785% over that period.

The average household size for the metropolitan Las Vegas area showed a slight increase from 2000 to 2012 (from 2.65 up to 2.72 persons). However, this increase has not been significant enough to draw any conclusions related to changing household characteristics.

In 2007, approximately 19,670 new homes were sold in Las Vegas, in addition to the 24,838 resales. In 2008, it was reported that new home sales had decreased approximately 47% to 10,504; however, resales increased approximately 23% to 30,491. In 2009 they reported that new home sales had decreased another 50% to 5,275; while resales increased approximately 47% to 44,885.

It appears both new home and existing sales stabilized in 2011 with 5,380 new home sales and 42,700 resales. And while new homes sales dropped 28% to 3,890 in 2011, resales were up 14% to 48,800. The following is a summary of new and existing home sales over the last 16 years.

# EXISTING			# NEW HOME		
YEAR	HOME SALES	% Change	YEAR	SALES	% Change
1996	18,253		1996	19,799	
1997	19,348	6.00%	1997	19,839	0.20%
1998	22,960	18.67%	1998	20,229	1.97%
1999	26,493	15.39%	1999	21,216	4.88%
2000	27,023	2.00%	2000	20,520	-3.28%
2001	34,427	27.40%	2001	22,940	11.79%
2002	38,621	12.18%	2002	22,502	-1.91%
2003	49,792	28.92%	2003	25,230	12.12%
2004	64,168	28.87%	2004	29,248	15.93%
2005	58,522	-8.80%	2005	38,517	31.69%
2006	41,892	-28.42%	2006	36,051	-6.40%
2007	24,838	-40.71%	2007	19,670	-45.44%
2008	30,491	22.76%	2008	10,504	-46.60%
2009	44,885	47.21%	2009	5,275	-49.78%
2010	42,673	-4.93%	2010	5,379	1.97%
2011	48,822	14.41%	2011	3,890	-27.68%
2012	52,522	7.58%	2012	5,389	38.53%

Notes: Source Las Vegas Perspective - Homebuilders Research, Inc., through 2011 then SalesTrac. Years 2008 through 2011 included high/mid-rise units; 1,470 in 2008, 179 in 2009, 571 in 2010 and 135 in 2011. Source: Las Vegas Perspective; compiled by The DiFederico Group

TRANSPORTATION

Clark County is the only municipality in the country building an urban beltway with local tax dollars. At \$1.7 billion, the ultimate Las Vegas Beltway facility is considered the most expensive road project in Southern Nevada. The Las Vegas Beltway forms a three-quarter loop around the valley and is 53 miles in length.

Citizen's Area Transit (CAT) bus system, which began operation in December 1992, continues to expand. Ridership had increased at a rate of more than double the national average for transit-ridership growth serving more than 66.8 million passengers with 386 vehicles in 2008. However, ridership fell almost 17% in 2009 to 55,738,930, which is close to that reported in 2005. While it dropped to 54,867,081 in 2010, it has increased each of the last two years with 2012 reflecting ridership of 59,699,832.

There are four major highways serving to link Las Vegas with major western cities. These highways include I-15 that runs in a southeast/northwest direction, US 95 that

runs in a north/south direction, I-515 (US 93) that runs to the south and I-215 which forms a $\frac{1}{2}$ loop around the valley.

Interstate-15, often called the “economic lifeline” for Las Vegas, handles more than 250,000 vehicles per day in the city and over 40,000 at the California border. It brings hundreds of thousands of Southern California visitors to Las Vegas each month.

The Las Vegas Monorail is a driverless, state-of-the-art urban public-transportation system. The monorail provides Las Vegas visitors and convention attendees with a quick, convenient, cost-effective and unique transportation alternative. Future plans for the monorail include a route to McCarran International Airport and the west side of the Las Vegas Strip. However, the monorail continues to struggle as it has struggles to obtain the ridership to be profitable.

McCarran is one of the busiest airports in the country. According to the FFA, McCarran is one of the fastest growing facilities in the United States. In 2007, it handled over 47.7 million passengers.

Enplaned/Deplaned Passenger Statistics

Year	Scheduled Passengers	% Avg. Change
1999	33,669,185	11.39%
2000	36,865,866	9.49%
2001	35,179,960	-4.57%
2002	35,009,011	-0.49%
2003	32,265,932	-7.84%
2004	41,441,531	28.44%
2005	44,267,000	6.82%
2006	46,193,329	4.35%
2007	47,729,527	3.33%
2008	44,074,707	-7.66%
2009	40,469,012	-8.18%
2010	39,757,359	-1.76%
2011	41,481,204	4.34%
2012	41,667,596	0.45%

Source: McCarran International Airport, compiled by the DiFederico Group

Passenger activity at McCarran increased 76% during the 1990s. Based on a projected growth rate, McCarran was forecast to reach its capacity of 55 million passengers by 2012. However, passenger activity decreased three straight years after peaking in 2007. The drop over this period was 16.7% and 2010 reflected the lowest passenger count since 2003. Since, 2010, the trend has been up with the 2012 count up almost 5% from that in 2010.

The County Aviation Department was developing a plan for a second international airport on 6,500 acres of land owned by the Bureau of Land Management in the Ivanpah Valley, south of Las Vegas. They were anticipating a 2019 opening. However, due to the current economic situation, this may be pushed back until the demand returns. In addition to McCarran, there are the Boulder City, Henderson, and North Las Vegas Airports. The North Las Vegas Airport, which is the general aviation reliever airport for McCarran, recently extended and resurfaced the runways.

The Union Pacific Railroad services the Las Vegas area with direct service to 20 states and connecting service to more than 30 states. The lines run northeast/southwest through Clark County providing access to several industrial sites.

UTILITIES

Water is supplied to the Las Vegas metropolitan area from several sources. Underground aquifers contribute approximately 12% of the water to Southern Nevada, and the other 88% is from the Colorado River. Nevada is one of seven states that use Colorado River water, which is regulated by the federal government. The Southern Nevada Water Authority (SNWA) was formed in 1991 to plan and provide for the present -- as well as the future -- water needs of all area residents.

The members of the Authority are the cities of Boulder City, Henderson, Las Vegas, North Las Vegas, the Big Bend Water District, Clark County Sanitation District, and the Las Vegas Valley Water District. SNWA is governed by a seven-member board on which sits representatives from the member agencies.

The passage of a turf-limiting ordinance in the City of Las Vegas illustrates the areas serious attitude toward water conservation. Further efforts to increase the water supply for Southern Nevada from interstate and intrastate sources are being made by the Colorado River Commission and the Southern Nevada Water Authority.

Sierra Pacific Resources was created in 1984 in the reorganization of Sierra Pacific Power Company (formed 1928). In 1999, it merged with Las Vegas based Nevada Power Company. On September 22, 2008, Nevada Power and Sierra Pacific Power began doing business as NV Energy. NV Energy provides electric power in southern Nevada and services approximately 4,000 square miles. NV Energy is also researching renewable energy, which is electricity generated by sun, wind, geothermal, hydro or biomass sources.

Southwest Gas Corporation provides natural gas to the majority of the Las Vegas metropolitan area. This company is principally engaged in the business of purchasing, transporting and distributing natural gas to residential, commercial and industrial customers in the southwestern United States. This is an investor-owned utility, with shares traded on the New York Stock Exchange and the Pacific Stock Exchange.

Century Link, (previously known as Sprint Central Telephone and Embarq) is one of the major providers of telephone service in the valley.

EDUCATION

The Clark County School District is ranked as one of the largest school districts in the United States. More than one half of the district's elementary and middle schools operate on a year-round calendar. In addition to a comprehensive education program for grades K through 12, the district offers magnet programs at every grade level as well as other innovative instructional and special programs.

The University of Nevada Las Vegas (UNLV) is located on 337 acres and has 3,100 faculty members and staff, and over 27,000 students. In the fall of 1998, the William S. Boyd School of Law opened its first class at UNLV with 140 students. In 2003, the William S. Boyd School of Law was granted full accreditation by the American Bar Association (ABA). Both the UNLV School of Dental Medicine and the UNLV's

Cancer Institute opened in late 2004 and are located on the new Shadow Lane Campus near downtown Las Vegas.

UNLV is known internationally as the leader in hotel administration education and is respected for its physics, business, engineering, computer science, biological science, environmental studies and performing arts programs. The campus also features a \$51 million, state-of-the-art Lied Library, a five-story, 30,000 square-foot facility that houses 1.8 million books.

The Community College of Southern Nevada (CCSN) is America's fourth largest two-year college, and Nevada's largest institution for higher education. Student enrollment and teaching faculty has doubled in the last five years. Construction was completed in 2003 on a \$20 million Science Building at the Charleston Campus.

COMMUNITY SERVICES

There are 17 full service hospitals consisting of 4,287 patient beds, a staff of over 17,500 and about 15,700 physicians servicing the Las Vegas area. Additional facilities include 40 special-service hospitals specializing in rehabilitation, acute care, psychiatric/chemical dependency and mental health.

Sunrise Children's Hospital was created over 16 years ago. In November of 2005, the first phase of the children's hospital expansion was opened. Construction was recently completed for the new Nevada Veterans Administration medical complex. The 114-bed facility, located in North Las Vegas, includes a \$650 million hospital, outpatient clinic and long-term care facility. This 374,000 square foot medical center is expected to serve a southern Nevada area with more than 50,000 enrolled VA patients and more than 200,000 veterans.

Two ambulance companies serve southern Nevada, American Medical Response and Southwest Ambulance; and Mercy Air Service, which relocated from Boulder City to Mesquite in 2010, provides helicopter service. Other specialized health services include: Angel Plane/Miracle Flights for Kids founded in 1985, which is a nonprofit organization supported by community donations; Children's Hospital built for special needs for children; Children's Medical Network Treatment Center; Flight for Life; and the Traumatic Brain Injury Rehabilitation Center.

TAXES

Nevada residents enjoy light tax burdens compared to many other western states because the majority of tax revenues are derived from tourist's gaming expenditures. There is no personal income tax. Property tax is limited by Nevada's Constitution. The limit is \$5.00 per \$100 of assessed valuation, while the statutory limit is \$3.64 per \$100. Assessed value is currently fixed at 35% of total value in Clark County. In the metro areas, the rate varies depending upon the location of the assessed property.

Personal property taxes are exempt on household goods owned by a single family, and there is no sales tax on food items used for home consumption. In Clark County, sales and use taxes are at 8.10% and gasoline tax is assessed by the state at \$0.23 per gallon, and up to another \$0.10 per gallon for Clark County, while diesel fuel is taxed at \$0.27 cents per gallon. Other taxes are also levied on tobacco products and alcohol.

TOURISM AND CONVENTIONS

Las Vegas' primary industry is tourism. Las Vegas has a well-known reputation as one of the top resort and convention destinations in the world. The number of visitors to Southern Nevada in 2009 was 36.4 million, which was a 3.0% decrease from the 2008 figure of 37.5 million, which was a 4.4% decrease from the peak 2007 figure of 39.2 million. However, visitor volume was 37.3 million in 2010, an increase of 2.7%, 38.9 million in 2011, a 4.3% increase and 39.7 million in 2012, a 2.1% increase.

Hotel/motel room-occupancy rate was 84.4% in July of 2012, up 0.7% from 2011's 83.8%. And, the market's room inventory is up to 150,481, up 0.2% from 2011. Even with this addition, the market's year-to-date occupancy rate is well above the U.S. average of about 63.4%. In addition, the average daily room rate (ADR) in 2012 was \$108.08, up 2.8% from 2011's \$105.11.

Las Vegas is considered to be one of the world's premier meeting and convention destinations, with more meeting space than any other city in the world. It has earned the distinction as one of the world's top meeting destinations by providing some of the most complete, flexible and extensive meeting and convention facilities and services in the world. Convention attendance was 4,944,014 in 2012, up 1.6% from a year earlier; and the 2011 figure was an 8.8% increase over that in 2012. Based on feedback from resort operators, advance convention bookings indicate "strong" attendance numbers going forward.

The Las Vegas Convention Center (LVCC) is one of the most modern and functional facilities in the world located near the Las Vegas Strip. The LVCC encompasses approximately 3.2 million square feet with exhibit space of 2 million square feet and meeting space of nearly 250,000 square feet. The facility is operated by the Las Vegas Convention and Visitors Authority (LVCVA). In addition to the exhibit and convention space, there are 144 meeting rooms that handle seating capacities ranging from 20 to 2,500. A grand lobby and registration area (more than 225,000 square feet) link existing exhibit halls with new exhibit and meeting rooms, and allow simultaneous set-up, break-down and exhibiting of multiple events. In 2012, the LVCC received AIPC Gold Certification from the International Association of Convention Centers. The AIPC reviewed the organization's management practices, policies, procedures and customer service. In addition, they rated facility performance measures, financial accountability, economic impacts, security, emergency response, financial integrity; employee, supplier and community relations, communications and environmental responsibility.

In February of 2013, the LVCVA revealed plans for the Las Vegas Global Business District, a plan for updating the LVCC and the surrounding area. The preliminary cost for the project is \$2.5 billion and will be completed in phases. It will create an international business destination by incorporating major renovations of the Las Vegas Convention Center, leveraging the World Trade Center designation and developing transportation connectivity through a centralized hub. This will be the first major expansion of the 54-year-old Las Vegas Convention Center in more than a decade. The LVCVA plans to issue up to \$150 million of commercial paper to fund phase one elements.

The Sands Expo Center and Venetian Congress facility, located at The Venetian, houses 1.8 million square feet of combined meeting and event space. The Sands Expo

Center is the site of numerous events throughout the year, including portions of the Consumer Electronics Show (CES) and the World Shoe Association show.

Mandalay Bay Resort & Casino's has nearly 1.7 million square feet of meeting space, and the Mandalay Bay Events Center features 38,000 square feet of exhibit space and 26,000 square feet of meeting and function space. It seats 12,000 in a full arena setting.

The Cashman Center is a multi-use facility encompassing 483,000 square feet on a 55-acre site near downtown Las Vegas. The facility includes 98,100 square feet of exhibit space, 12 meeting rooms, a 1,922 seat state-of-the-art theatre, over 2,500 spaces for parking, and a 10,000 seat baseball stadium which is the home of the Las Vegas 51s, the AAA affiliate of the New York Mets. Each segment of the facility is capable of functioning independently or in any combination for conventions and trade shows, business/group meetings, theatrical presentations and sporting events.

CONSTRUCTION

In 2005, Clark County was one of the strongest housing markets in the country, surpassing records for the sale of both new and resale units. However, these figures dropped dramatically over the next several years. While there were almost 30,000 single-family permits pulled in 2005, there were less than 4,000 pulled in 2009 and 2011. The housing market will be discussed further towards the end of this section of the report. Multi-family and miscellaneous permits have also dropped substantially since 2005. There were 1,633 multi-family permits pulled for 9,671 units in 2005. This dropped to less than 100 permits in 2010 and 2011 and was only 114 in 2012. As for commercial permits, they have basically been non-existent over the last four years. In fact, there were no permits pulled in 2010 and 2011 and only three (3) pulled in 2009 and 2013 years. The following data was obtained from the 2013 Las Vegas Perspective. The following tables show the history of residential and commercial construction.

RESIDENTIAL PERMITS

New Only Totals	Single Family		Multifamily			Other	
	Permits	Valuation (\$000)	Units	Permits	Valuation (\$000)	Permits	Valuation (\$000)
2000	20,826	\$ 2,224,415	6,195	1,216	\$ 346,127	28,730	\$ 281,137
2001	21,532	\$ 2,250,057	8,513	1,323	\$ 454,649	28,756	\$ 319,294
2002	21,323	\$ 2,504,913	8,507	1,603	\$ 575,736	23,702	\$ 313,507
2003	26,609	\$ 3,160,552	10,549	1,852	\$ 571,276	25,038	\$ 306,616
2004	31,031	\$ 3,639,866	5,843	1,654	\$ 403,230	29,057	\$ 474,702
2005	29,408	\$ 3,550,169	9,671	1,633	\$ 1,176,225	26,894	\$ 465,338
2006	20,727	\$ 2,482,006	13,138	1,149	\$ 1,793,179	20,690	\$ 389,250
2007	13,020	\$ 1,578,497	11,418	809	\$ 2,323,445	16,121	\$ 283,688
2008	5,740	\$ 698,319	7,413	501	\$ 635,108	13,646	\$ 208,378
2009	3,813	\$ 435,844	1,981	221	\$ 126,447	11,188	\$ 190,055
2010	4,509	\$ 512,593	1,262	98	\$ 60,472	10,648	\$ 137,681
2011	3,872	\$ 486,836	1,847	86	\$ 73,069	10,487	\$ 97,231
2012	6,111	\$ 717,385	1,268	114	\$ 145,041	11,338	\$ 100,063

Source: Las Vegas Perspective; compiled by The DiFederico Group

COMMERCIAL PERMITS

New Only Totals	Hotel/Motel Valuation (\$000)		Commercial Buildings Valuation (\$000)		Public Buildings Valuation (\$000)	
	Permits		Permits		Permits	
2000	47	\$ 281,912	770	\$ 625,401	32	\$ 179,758
2001	27	\$ 144,349	928	\$ 820,405	50	\$ 84,322
2002	41	\$ 771,014	713	\$ 704,405	21	\$ 71,036
2003	33	\$ 485,476	836	\$ 827,047	44	\$ 167,605
2004	71	\$ 905,156	981	\$ 963,546	26	\$ 67,650
2005	24	\$ 594,290	1,186	\$ 1,307,764	37	\$ 51,039
2006	36	\$ 614,354	1,108	\$ 1,775,363	11	\$ 7,053
2007	69	\$ 2,286,411	1,054	\$ 2,345,686	20	\$ 141,047
2008	41	\$ 2,090,020	521	\$ 963,063	37	\$ 775,740
2009	3	\$ 25,797	160	\$ 689,734	10	\$ 100,961
2010	0	\$ -	106	\$ 134,724	16	\$ 48,603
2011	0	\$ -	137	\$ 204,214	17	\$ 10,769
2012	3	\$ 98,830	124	\$ 408,738	10	\$ 346

Source: Las Vegas Perspective; compiled by The DiFederico Group

ECONOMIC OVERVIEW

Las Vegas-Paradise MSA

Includes Clark County
(Estimates in Thousands)

	2019	2020	2021	% Change	2022
Total All Industries	841.4	821.4	20.0	2.4%	832.7
Goods Producing	372.2	353.5	18.7	5.0%	361.9
Natural Resources & Mining	0.3	0.3	0.0	0.0%	0.3
Construction	38.9	35.2	1.7	4.6%	36.9
Constructive of Buildings	6.4	5.9	0.5	8.0%	6.4
Specialty Trade Contractors	28.4	25.1	1.3	5.2%	28.7
Building Foundation & Exterior Contractors	6.2	5.5	0.7	12.7%	6.1
Building Finishing Contractors	6.5	5.9	0.6	10.2%	6.4
Manufacturing	20.1	20.0	0.1	0.5%	20.1
Durable Goods	11.9	11.7	0.1	0.8%	11.7
Other Miscellaneous Manufacturing	4.6	4.8	0.1	2.2%	4.5
Non-durable Goods	3.6	3.5	0.0	0.0%	3.4
Services Providing	469.2	467.9	11.2	2.4%	470.8
Private Service Providing	466.2	470.3	15.9	2.4%	477.8
Trade, Transportation & Utilities	155.0	151.9	3.1	2.2%	153.8
Wholesale	20.4	20.0	0.4	2.0%	20.0
Retail	99.6	98.0	1.6	1.6%	98.4
General Merchandise & Clothing	37.1	36.1	1.0	2.8%	37.0
Food & Beverage Stores	14.0	14.0	0.0	-0.0%	14.0
Health and Personal Care Stores	6.4	6.1	0.3	4.9%	6.3
Trans, Warehousing & Utilities	35.4	34.6	0.8	2.4%	35.1
Utilities	2.0	2.2	0.1	3.7%	2.0
Transportation & Warehousing	33.4	32.4	1.0	3.0%	33.1
Air	5.7	5.6	0.1	1.8%	5.6
Transit and Ground Passenger	12.6	12.3	0.3	2.5%	12.6
Taxi and Limousine Service	5.1	4.5	0.6	13.3%	5.5
Information	9.4	9.4	0.0	0.0%	9.4
Telecommunications	3.1	3.2	0.1	3.2%	3.1
Financial Activities	43.2	41.3	1.9	4.6%	42.7
Finance and Insurance	24.0	23.2	0.8	3.4%	23.8
Credit Intermediation & Related	15.9	13.4	2.5	15.7%	13.6
Real Estate and Rental and Leasing	18.2	18.1	0.1	0.1%	18.9
Professional & Business Services	110.8	106.0	4.8	4.3%	107.4
Professional, Scientific and Technical	32.9	30.8	2.1	6.5%	32.6
Management of Companies	18.4	17.1	1.3	7.6%	18.4
Administrative & Support and Waste Mgt.	62.3	58.9	3.4	5.5%	59.5
Administrative and Support Services	58.6	54.7	3.9	7.1%	58.9
Employment Services	11.6	12.1	-0.5	-4.3%	12.2
Other Support Services	2.1	2.1	0.0	0.0%	2.0
Education and Health Services	76.5	74.9	1.6	2.1%	75.5
Health Care and Social Assistance	38.1	37.3	0.8	2.1%	37.8
Ambulatory Health Care Services	32.4	31.6	0.8	2.5%	32.2
Hospitals	10.8	10.3	0.5	5.1%	10.9
Leisure and Hospitality	267.1	263.1	4.0	1.5%	264.9
Arts, Entertainment and Recreation	17.9	17.5	0.4	2.2%	17.9
Accommodation and Food Service	249.2	245.6	3.6	1.5%	247.0
Accommodation	154.2	149.5	4.7	3.1%	154.2
Casino Hotels and Gaming	157.0	158.3	-1.3	-0.8%	157.6
Casino Hotels	152.4	153.2	-0.8	-0.5%	152.4
Gaming Industries	5.1	5.1	0.0	0.0%	5.2
Food Services and Drinking Places	95.1	96.1	-1.0	-1.1%	92.8
Full-Service Restaurants	41.5	40.6	0.9	2.2%	41.5
Limited-Service Restaurants	26.9	26.2	0.7	2.7%	26.6
Other Services	24.1	23.7	0.4	1.7%	24.1
Government	97.9	95.6	2.3	2.4%	98.0
Federal	12.6	12.2	0.4	3.2%	12.3
State	18.0	17.2	0.8	4.6%	18.0
Local	67.3	66.2	1.1	1.6%	67.7

UNEMPLOYMENT RATES BASED ON UNROUNDED DATA

1) Adjusted by census relationships to reflect number of persons by place of residence

2) Data may not add due to rounding. Unemployment by place of work. Does not compare with labor force census. Includes multiple job holders.

Source: Nevada Department of Employment, Training and Rehabilitation.

ECONOMIC BASE

The economic base of the Las Vegas area consists of the tourist industry, service industry, military-base, the Nevada Test Site, governmental and municipal agencies, and mining and manufacturing. Nevada Development Authority is one of the area's premier economic development agencies.

According to the Nevada Department of Employment, Training & Rehabilitation, unemployment in Nevada decreased to a 9.6% in April 2013, down almost 200 basis points from last April. This equates to 132,400 people out of work, a decrease of 27,000 from April of 2012. Generally, the State's job market continues to show signs of improvement, based upon the release of April information in May of 2013. Initial claims for unemployment insurance and the unemployment rate should continue to go down.

The Las Vegas MSA added 5,400 jobs in April and 18,500 over the last twelve months and is expected to add 23,000 jobs over the course of 2013. Unfortunately, Reno-Sparks lost about 200 in April, but still added 600 over the last twelve months. Carson City also lost about 200 jobs in the prior month.

Looking forward, experts expect the State's economy and labor markets to continue to show improvement. A year ago, they were expecting just marginal improvement, equating to employment growth of about one percent annually. However, job readings have come in better than expected over the past several months, early indications suggest growth of two percent or more is more likely. Over the next two years, employment is projected to expand by 30,000 and 33,000, respectively.

We also considered UNLV's Center for Business & Economic Research (CBER) Southern Nevada Coincident Index. This is put out by the Nevada Department of Employment, Training & Rehabilitation Research and Analysis Bureau and UNLV's Center for Business and Economic Research.

CBER's Southern Nevada Coincident Index represents the current state of the Southern Nevada economy using two series that measure Las Vegas Metropolitan Statistical Area employment. CBER's Southern Nevada Leading Index uses local, regional, and national variables to predict movement in the coincident index four to six months in advance. For the Great Recession, the coincident index peaked in January 2008 and reached its lowest point in September 2010. The leading index peaked in July 2007, six months before the coincident index and reached its bottom in February 2010, seven months before the coincident index started recovery.

Due to conflicting jobs reports, CBER's Southern Nevada Coincident Index saw a small decline for March 2013. However, year-over-year the index is up by 1.99%. CBER's Southern Nevada Leading Index increased for March 2013, benefiting from gains in all four components, suggesting that we should see continued growth in the coincident index through the third quarter 2013.

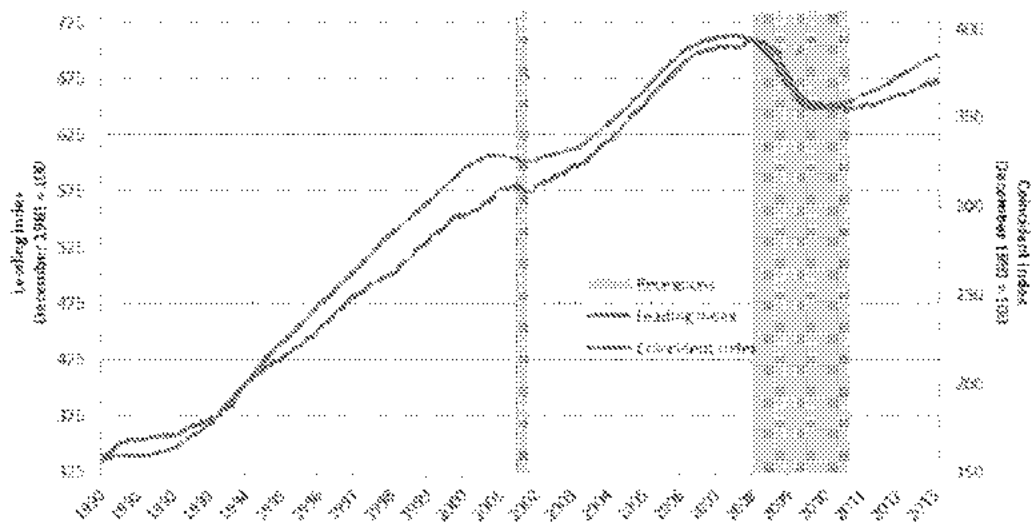
Changes in CBER's three other indexes for Southern Nevada were as follows:

- CBER's Clark County Business Activity Index decreased for the month but is faring better than in March 2012.
- CBER's Clark County Tourism Index also fell, but is above its level from March of last year.

- CBER’s Clark County Construction Index rebounded from last month’s decline and is again up year-over-year.

The chart below is from CBER. All four components of CBER’s Southern Nevada Leading Index—the Philadelphia Fed’s Leading Indexes for Arizona and California and the S&P 500 Index—increased for March. The number of total passengers passing through McCarran Airport also increased and is above its value for March 2012. All four are up year-over-year. Due to conflicting jobs reports, the Coincident Index shows a net loss in jobs for March, but is up over March 2012.

CBER Southern Nevada Economic Indicators



Leading Index

Series	Date	Latest Period	Change Previous Period	Change Year Ago
Arizona Index	Mar 11	74.77	0.10%	1.93%
California Index	Mar 11	591.95	0.01%	1.08%
S&P 500 Index	Mar 11	1200.34	1.04%	11.09%
McCarran Total Passengers	Mar 11	1,491,376	0.13%	0.92%
Overall Index Change		695.23	0.25%	2.03%

Sources: Philadelphia Federal Reserve; McCarran International Airport; U.S. Census Bureau (for S&P 500)

Coincident Index

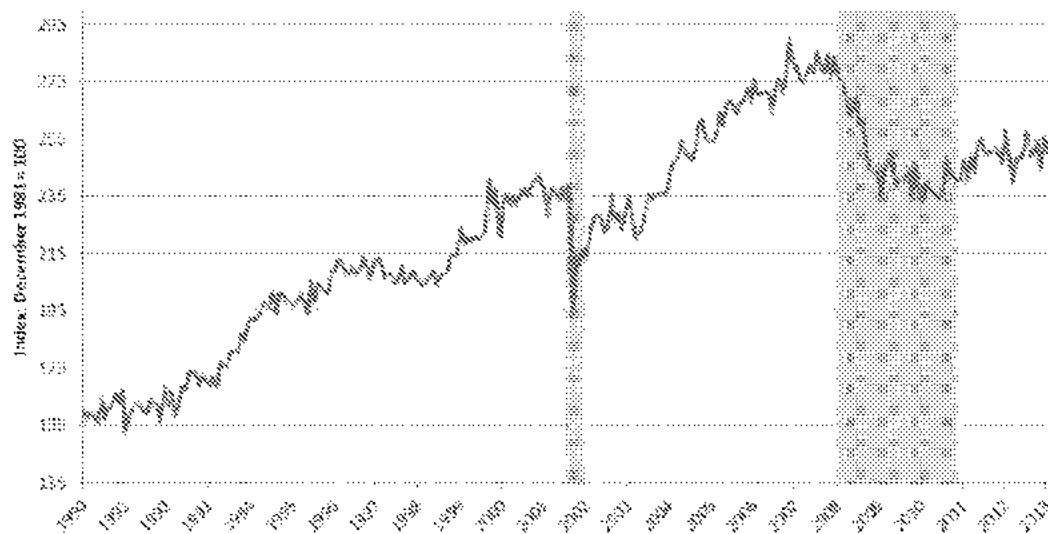
Series	Date	Latest Period	Change Previous Period	Change Year Ago
Las Vegas, NV&A Nonfarm Employment	Mar 11	514,862	0.05%	0.10%
Las Vegas, NV&A Household Employment	Mar 11	192,207	0.28%	1.08%
Overall Index Change		310.12	0.09%	1.05%

Sources: Current Employment Statistics, Local Area Unemployment Statistics

Sources: Local Building Permitting Agencies; Nevada Department of Taxation; McCarran International Airport; Nevada State Gaming Control Board; Las Vegas Convention and Visitors Authority.

Clark County’s tourism sector decreased in March 2013 as the Clark County Tourism Index reflected a 2.13% decrease from the previous month. Much of the decrease is attributed to the decrease in the seasonally adjusted gaming revenues, which fell by 15.07%. The other components, Las Vegas hotel/motel occupancy and passengers enplaned and deplaned at McCarran Airport increased by 3.13% and 0.31%, respectively. The chart below reflects UNLV’s CBER tourism index over the last 23 years. This report is available on their Web site at <http://cber.unlv.edu/cond.html>.

CBER Clark County Tourism Index

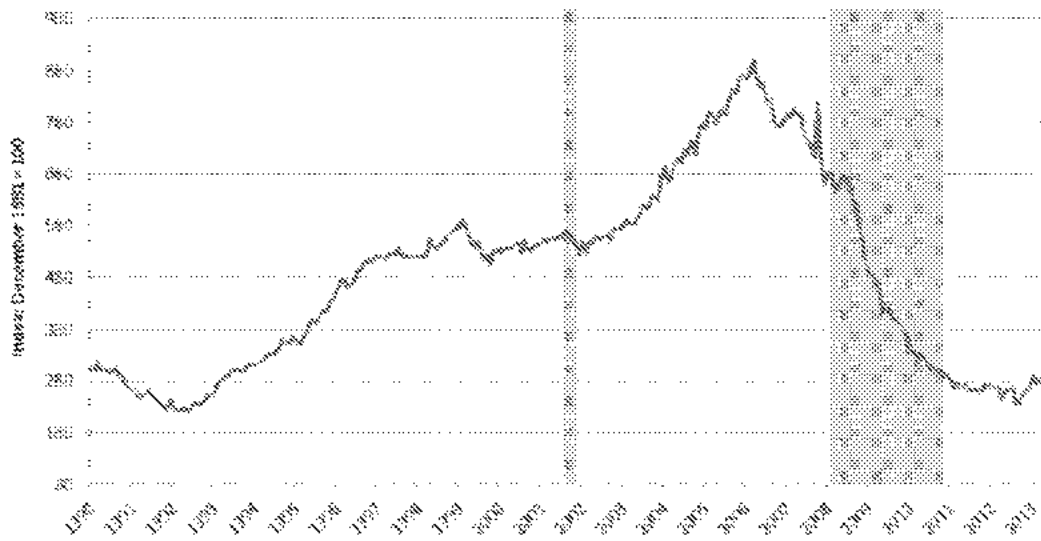


Date	Index	Change Previous Period	Change Year Ago
Mar-12	239.61	-3.51%	1.93%
Apr-12	238.64	3.03%	2.10%
May-12	247.97	-0.21%	1.08%
Jun-12	259.06	9.84%	-2.47%
Jul-12	267.81	3.37%	3.11%
Aug-12	248.83	-3.47%	-0.62%
Sep-12	259.18	0.27%	0.05%
Oct-12	253.54	1.51%	0.76%
Nov-12	248.98	-4.24%	-1.12%
Dec-12	258.60	4.22%	3.74%
Jan-13	262.14	0.89%	2.58%
Feb-13	265.99	3.13%	3.13%
Mar-13	251.40	-2.16%	4.90%

Source: The Center for Business and Economic Research – UNLV

CBER’s Clark County Construction Index increased again this year and is up 5.87% from a year ago. Commercial building permits was the only component that increased this month, but are still at a very low and volatile level. Clark County residential building permits were down 11.01% from January and Las Vegas construction employment dropped by 2.28%.

CBER Clark County Construction Index



Date	Index	Change Previous Period	Change Year Ago
Mar-11	255.76	0.10%	3.16%
Apr-11	243.56	-8.17%	-7.92%
May-11	252.09	5.20%	-3.42%
Jun-11	254.89	1.07%	2.15%
Jul-11	259.04	1.20%	3.06%
Aug-11	236.31	-11.04%	-10.58%
Sep-11	236.78	0.01%	-6.32%
Oct-11	254.19	7.35%	-1.76%
Nov-11	265.54	4.47%	-2.48%
Dec-11	263.69	-0.70%	-3.14%
Jan-12	283.11	5.86%	7.03%
Feb-12	272.05	-3.90%	1.07%
Mar-12	281.34	3.43%	5.87%

Source: The Center for Business and Economic Research UNLV

HOUSING

Looking to housing, we noted that the number of U.S. homes repossessed by lenders in March 2013 was the lowest level in more than five years, suggesting that the nation’s foreclosure crisis is fading amid an improving housing market. While some states are still seeing increases in homes taken back by banks, nationally, home repossessions fell 1% in March from the previous month and were down 23% from the same month a year earlier. Thirty-four states posted annual declines in completed foreclosures, including Nevada, which was down 55%.

There are several factors contributing to the decline in completed foreclosures: Steady job growth and ultra-low mortgage rates are helping the market recover as they are driving demand for homes and prices upward. Higher home values help restore equity to homeowners, which can help those at risk of foreclosure by improving their chances of

refinancing their mortgage to a lower payment or place them in a better position to sell their home.

During the housing downturn, about half of the homes that entered the foreclosure process ended up as bank-owned homes that could potentially be sold at a sharp discount, hurting the value of nearby homes. But with the housing market apparently on a sustained, if gradual, uptick, it's more likely that a home entering the foreclosure process now will be able to avoid being lost to foreclosure.

According to the Greater Las Vegas Association of Realtors, home prices increased 30.9% in March 2013 compared to March 2012. The median price for single-family homes sold in March was \$161,000, up from \$123,000 in the same month of 2012. Existing home sales decreased 17.0% from a year ago because of limited choices on the market. The Multiple Listing Service (MLS) shows only 2,839 available without pending or contingent offers, which is down 42.1% from March of 2012.

Short sales had seemingly taken over the re-sale market, about 55% of home sales in March of 2013 were traditional sales by homeowners, rather than banks selling through foreclosure or short sales. The share was roughly 33% of that reported in March 2012.

As a result of the lack of available re-sales, builders are purchasing infill sites for new home developments. While home builders sold off much of their land holdings during the recession, they are now aggressively pursuing land acquisitions.

Builders sold 5,544 new homes last year, a 42% increase from the previous year. New-home permits jumped 58% to 6,111. This is pushing up asking prices for vacant land with single-family potential. Las Vegas had 184 active new-home subdivisions at the end of 2012, a 21.7% increase from 2011, research firm SalesTraq reported. The average number of monthly sales per subdivision more than doubled in annual growth to 3.29 in December of 2012.

Steady increases in prices are fueling this housing recovery. They encourage some homeowners to sell homes and entice some would-be buyers to buy homes before prices rise further. Higher prices also make homeowners feel wealthier. That can encourage more consumer spending, which drives 70% of economic activity.

GAMING & TOURISM

Nevada's gaming revenues for non-restricted licensees peaked in 2007 at over \$13 billion. Clark County accounted for about 85% of that total at just over \$11 billion. Revenues dropped in 2008 (\$11.7 billion) and 2009 (\$10.4 billion). The 2009 data appears to have been the bottom, as revenues increased in 2010, 2011 and 2012. And they are up year-to-date in 2013.

In January 2012, gaming revenues in the State surpassed \$1 billion for the first time since September 2008, which was actually a 5.44% decrease over the same month in 2007. And, Clark County and the Strip reported record increases of 21.58% and 29.16%, respectively in January of 2012. This happened again in July of 2012, when gaming revenues were over \$1 billion in the State. The July win was up 16.95% over the same month in 2011 in the State, up 21.17% in Clark County and up 27.51% on the Strip. Billion-dollar revenue months were fairly typical in Nevada before the recession. In 2007, 10 of the 12 months had \$1 billion or more in gaming revenues.

As we began 2013, that upward trend looked shaky as revenues were down about 12.5%. However, the Chinese New Year had moved to February this year and most experts were not worried with the January numbers. They stated that they needed to see the first two months for a realistic comparison. Well, they came in and they looked good as revenues exceeded a billion in February. March continued that upward trend with an increase of 7.04% in the State and over 13% on the Strip. Revenues dipped slightly (0.16%) in April, but are still up for the fiscal year. In addition, April of 2012 had reflected a fairly strong increase over April of 2011.

The statewide gaming revenue total in February was the highest monthly amount produced by Nevada casinos since December 2007. This was also the case on the Strip, where gaming revenues hit a record \$696.1 million, a 31.17% increase. February had the benefit of a strong Chinese New Year, but the results were still ahead of expectations. The record figures were the result of high-end baccarat play associated with the 10-day Chinese New Year holiday. In 2012, the Chinese New Year was in January and in 2013, the holiday fell into February, as a result, gaming revenues in January declined.

During April, high-end baccarat revenues and wagering on the Strip both declined. The win was \$64.6 million, down 1.8%, while gamblers wagered \$538.9 million, down 17.2% from a year ago. However, slot machine wagering was up 1% while tables games, other than baccarat, were up almost 8% over the same month of 2012.

While the majority of Las Vegas indicators are improving (visitation, average daily room rates, occupied room nights, etc.), consumers have been stepping away from gaming. The Las Vegas visitor has significantly changed its spending patterns from gaming to nongaming post-recession, with casino gambling only accounting for roughly 40% of spending on the Strip.

Clark County as a whole in April saw gaming revenues decline by just less than 1%. The Strip's decline, along with a 7% drop in gaming revenues Downtown and an 11.45% drop in North Las Vegas, were offset by an 11.48% increase in Laughlin and a 5.77% increase along the Boulder Strip, which includes Henderson. South Lake Tahoe casinos saw gaming revenues increase 14.48%.

Gaming tax collections in May, based on April's gaming revenues, declined by 2.78% to \$47.2 million. However, for the first 11 months of the fiscal year, gaming tax collections are up 3.25% to \$621.3 million. This is \$2.1 million or 0.35% above the projections from the state's Economic Forum with one month left in the fiscal year.

The following data was compiled by the DiFederico Group from the Nevada Gaming Control Board's monthly releases from January of 2006 through April 2013.

NEVADA, CLARK COUNTY & LAS VEGAS STRIP GAMING REVENUES 2006 THROUGH APRIL 2013

Month	2011		2012		2011		2012		2011		2012		2011		2012	
	\$	% Change	\$	% Change	\$	% Change	\$	% Change	\$	% Change	\$	% Change	\$	% Change	\$	% Change
January	\$ 414,122.14	12.9%	\$ 464,198.87	12.1%	\$ 414,122.14	0.0%	\$ 464,198.87	12.1%	\$ 414,122.14	0.0%	\$ 464,198.87	12.1%	\$ 414,122.14	0.0%	\$ 464,198.87	12.1%
February	\$ 1,314,214.92	15.1%	\$ 1,524,175.97	15.2%	\$ 1,314,214.92	0.0%	\$ 1,524,175.97	15.2%	\$ 1,314,214.92	0.0%	\$ 1,524,175.97	15.2%	\$ 1,314,214.92	0.0%	\$ 1,524,175.97	15.2%
March	\$ 914,742.95	7.7%	\$ 974,907.57	6.6%	\$ 914,742.95	0.0%	\$ 974,907.57	6.6%	\$ 914,742.95	0.0%	\$ 974,907.57	6.6%	\$ 914,742.95	0.0%	\$ 974,907.57	6.6%
April	\$ 451,731.47	4.7%	\$ 471,971.83	4.5%	\$ 451,731.47	0.0%	\$ 471,971.83	4.5%	\$ 451,731.47	0.0%	\$ 471,971.83	4.5%	\$ 451,731.47	0.0%	\$ 471,971.83	4.5%
May	\$ -	-	\$ 64,146.46	11.7%	\$ -	0.0%	\$ 64,146.46	11.7%	\$ -	0.0%	\$ 64,146.46	11.7%	\$ -	0.0%	\$ 64,146.46	11.7%
June	\$ -	-	\$ 25,816.77	46.7%	\$ -	0.0%	\$ 25,816.77	46.7%	\$ -	0.0%	\$ 25,816.77	46.7%	\$ -	0.0%	\$ 25,816.77	46.7%
July	\$ -	-	\$ 14,674,763.88	160.5%	\$ -	0.0%	\$ 14,674,763.88	160.5%	\$ -	0.0%	\$ 14,674,763.88	160.5%	\$ -	0.0%	\$ 14,674,763.88	160.5%
August	\$ -	-	\$ 259,111,272	41.7%	\$ -	0.0%	\$ 259,111,272	41.7%	\$ -	0.0%	\$ 259,111,272	41.7%	\$ -	0.0%	\$ 259,111,272	41.7%
September	\$ -	-	\$ 697,746,756	4.8%	\$ -	0.0%	\$ 697,746,756	4.8%	\$ -	0.0%	\$ 697,746,756	4.8%	\$ -	0.0%	\$ 697,746,756	4.8%
October	\$ -	-	\$ 716,046,166	1.6%	\$ -	0.0%	\$ 716,046,166	1.6%	\$ -	0.0%	\$ 716,046,166	1.6%	\$ -	0.0%	\$ 716,046,166	1.6%
November	\$ -	-	\$ 524,246,426	1.2%	\$ -	0.0%	\$ 524,246,426	1.2%	\$ -	0.0%	\$ 524,246,426	1.2%	\$ -	0.0%	\$ 524,246,426	1.2%
December	\$ -	-	\$ 913,862,411	10.5%	\$ -	0.0%	\$ 913,862,411	10.5%	\$ -	0.0%	\$ 913,862,411	10.5%	\$ -	0.0%	\$ 913,862,411	10.5%
Year to Date	\$ 1,717,075,492	1.2%	\$ 1,914,062,411	1.1%	\$ 1,717,075,492	0.0%	\$ 1,914,062,411	1.1%	\$ 1,717,075,492	0.0%	\$ 1,914,062,411	1.1%	\$ 1,717,075,492	0.0%	\$ 1,914,062,411	1.1%

Source: Nevada Gaming Control Board, compiled by the DiFederico Group

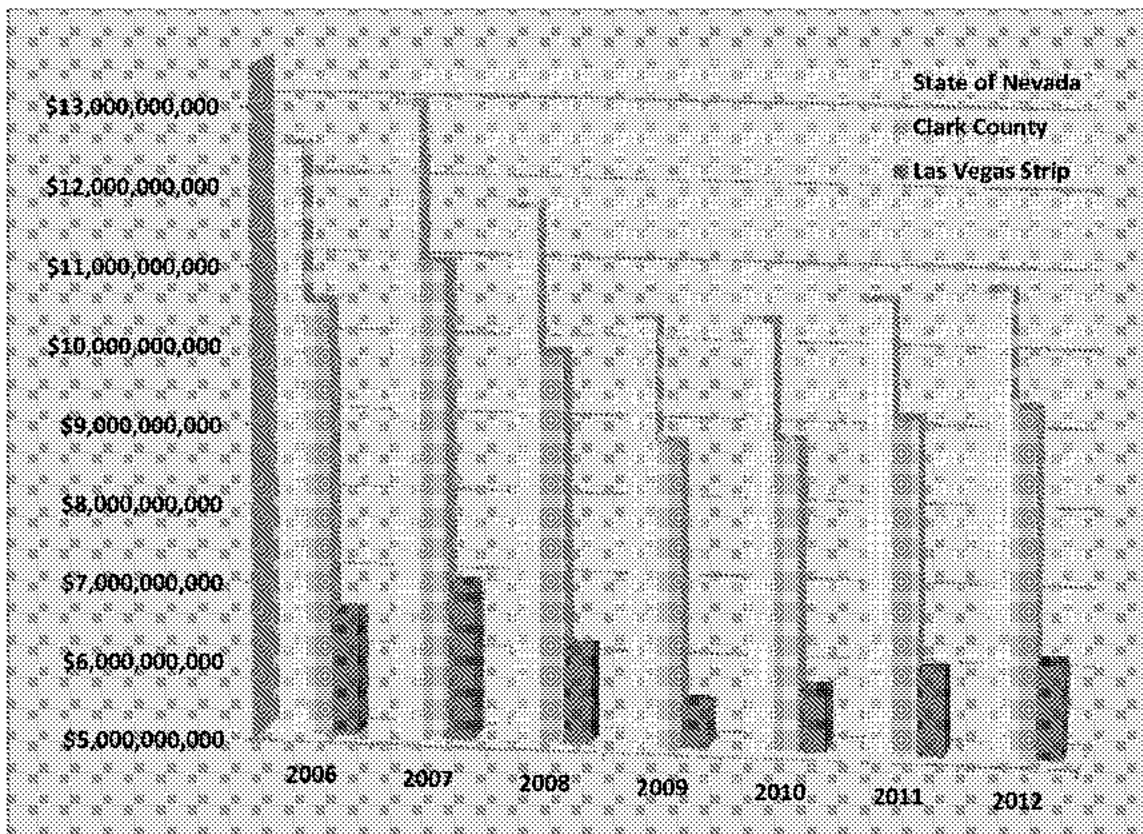
Month	2011		2012		2011		2012		2011		2012		2011		2012	
	\$	% Change	\$	% Change	\$	% Change	\$	% Change	\$	% Change	\$	% Change	\$	% Change	\$	% Change
January	\$ 40,714,933	11.2%	\$ 45,159,477	10.7%	\$ 40,714,933	0.0%	\$ 45,159,477	10.7%	\$ 40,714,933	0.0%	\$ 45,159,477	10.7%	\$ 40,714,933	0.0%	\$ 45,159,477	10.7%
February	\$ 90,242,156	17.7%	\$ 101,861,246	13.0%	\$ 90,242,156	0.0%	\$ 101,861,246	13.0%	\$ 90,242,156	0.0%	\$ 101,861,246	13.0%	\$ 90,242,156	0.0%	\$ 101,861,246	13.0%
March	\$ 57,917,225	7.2%	\$ 61,861,472	6.8%	\$ 57,917,225	0.0%	\$ 61,861,472	6.8%	\$ 57,917,225	0.0%	\$ 61,861,472	6.8%	\$ 57,917,225	0.0%	\$ 61,861,472	6.8%
April	\$ 75,912,910	4.9%	\$ 79,642,436	4.9%	\$ 75,912,910	0.0%	\$ 79,642,436	4.9%	\$ 75,912,910	0.0%	\$ 79,642,436	4.9%	\$ 75,912,910	0.0%	\$ 79,642,436	4.9%
May	\$ -	-	\$ 766,175,995	11,056%	\$ -	0.0%	\$ 766,175,995	11,056%	\$ -	0.0%	\$ 766,175,995	11,056%	\$ -	0.0%	\$ 766,175,995	11,056%
June	\$ -	-	\$ 7,913,664	14.5%	\$ -	0.0%	\$ 7,913,664	14.5%	\$ -	0.0%	\$ 7,913,664	14.5%	\$ -	0.0%	\$ 7,913,664	14.5%
July	\$ -	-	\$ 68,566,418	21.1%	\$ -	0.0%	\$ 68,566,418	21.1%	\$ -	0.0%	\$ 68,566,418	21.1%	\$ -	0.0%	\$ 68,566,418	21.1%
August	\$ -	-	\$ 7,913,664	14.5%	\$ -	0.0%	\$ 7,913,664	14.5%	\$ -	0.0%	\$ 7,913,664	14.5%	\$ -	0.0%	\$ 7,913,664	14.5%
September	\$ -	-	\$ 6,913,664	12.6%	\$ -	0.0%	\$ 6,913,664	12.6%	\$ -	0.0%	\$ 6,913,664	12.6%	\$ -	0.0%	\$ 6,913,664	12.6%
October	\$ -	-	\$ 6,913,664	12.6%	\$ -	0.0%	\$ 6,913,664	12.6%	\$ -	0.0%	\$ 6,913,664	12.6%	\$ -	0.0%	\$ 6,913,664	12.6%
November	\$ -	-	\$ 6,913,664	12.6%	\$ -	0.0%	\$ 6,913,664	12.6%	\$ -	0.0%	\$ 6,913,664	12.6%	\$ -	0.0%	\$ 6,913,664	12.6%
December	\$ -	-	\$ 6,913,664	12.6%	\$ -	0.0%	\$ 6,913,664	12.6%	\$ -	0.0%	\$ 6,913,664	12.6%	\$ -	0.0%	\$ 6,913,664	12.6%
Year to Date	\$ 1,211,134,934	2.1%	\$ 1,399,846,226	1.6%	\$ 1,211,134,934	0.0%	\$ 1,399,846,226	1.6%	\$ 1,211,134,934	0.0%	\$ 1,399,846,226	1.6%	\$ 1,211,134,934	0.0%	\$ 1,399,846,226	1.6%

Source: Nevada Gaming Control Board, compiled by the DiFederico Group

Month	2011		2012		2011		2012		2011		2012		2011		2012	
	\$	% Change	\$	% Change	\$	% Change	\$	% Change	\$	% Change	\$	% Change	\$	% Change	\$	% Change
January	\$ 215,011,711	14.9%	\$ 245,311,924	14.1%	\$ 215,011,711	0.0%	\$ 245,311,924	14.1%	\$ 215,011,711	0.0%	\$ 245,311,924	14.1%	\$ 215,011,711	0.0%	\$ 245,311,924	14.1%
February	\$ 305,111,111	8.1%	\$ 325,311,111	6.6%	\$ 305,111,111	0.0%	\$ 325,311,111	6.6%	\$ 305,111,111	0.0%	\$ 325,311,111	6.6%	\$ 305,111,111	0.0%	\$ 325,311,111	6.6%
March	\$ 315,111,111	13.1%	\$ 335,311,111	6.4%	\$ 315,111,111	0.0%	\$ 335,311,111	6.4%	\$ 315,111,111	0.0%	\$ 335,311,111	6.4%	\$ 315,111,111	0.0%	\$ 335,311,111	6.4%
April	\$ 325,111,111	2.9%	\$ 345,311,111	6.2%	\$ 325,111,111	0.0%	\$ 345,311,111	6.2%	\$ 325,111,111	0.0%	\$ 345,311,111	6.2%	\$ 325,111,111	0.0%	\$ 345,311,111	6.2%
May	\$ -	-	\$ 355,311,111	11.1%	\$ -	0.0%	\$ 355,311,111	11.1%	\$ -	0.0%	\$ 355,311,111	11.1%	\$ -	0.0%	\$ 355,311,111	11.1%
June	\$ -	-	\$ 365,311,111	2.8%	\$ -	0.0%	\$ 365,311,111	2.8%	\$ -	0.0%	\$ 365,311,111	2.8%	\$ -	0.0%	\$ 365,311,111	2.8%
July	\$ -	-	\$ 375,311,111	2.7%	\$ -	0.0%	\$ 375,311,111	2.7%	\$ -	0.0%	\$ 375,311,111	2.7%	\$ -	0.0%	\$ 375,311,111	2.7%
August	\$ -	-	\$ 385,311,111	2.7%	\$ -	0.0%	\$ 385,311,111	2.7%	\$ -	0.0%	\$ 385,311,111	2.7%	\$ -	0.0%	\$ 385,311,111	2.7%
September	\$ -	-	\$ 395,311,111	2.6%	\$ -	0.0%	\$ 395,311,111	2.6%	\$ -	0.0%	\$ 395,311,111	2.6%	\$ -	0.0%	\$ 395,311,111	2.6%
October	\$ -	-	\$ 405,311,111	2.5%	\$ -	0.0%	\$ 405,311,111	2.5%	\$ -	0.0%	\$ 405,311,111	2.5%	\$ -	0.0%	\$ 405,311,111	2.5%
November	\$ -	-	\$ 415,311,111	2.5%	\$ -	0.0%	\$ 415,311,111	2.5%	\$ -	0.0%	\$ 415,311,111	2.5%	\$ -	0.0%	\$ 415,311,111	2.5%
December	\$ -	-	\$ 425,311,111	2.4%	\$ -	0.0%	\$ 425,311,111	2.4%	\$ -	0.0%	\$ 425,311,111	2.4%	\$ -	0.0%	\$ 425,311,111	2.4%
Year to Date	\$ 1,140,222,222	11.1%	\$ 1,245,311,111	9.2%	\$ 1,140,222,222	0.0%	\$ 1,245,311,111	9.2%	\$ 1,140,222,222	0.0%	\$ 1,245,311,111	9.2%	\$ 1,140,222,222	0.0%	\$ 1,245,311,111	9.2%

Source: Nevada Gaming Control Board, compiled by the DiFederico Group

GAMING REVENUES 2006 THROUGH 2012



Source: Nevada Gaming Control Board, compiled by The DiFederico Group

The Las Vegas Las Vegas Convention and Visitors Authority (LVCVA) has been reporting increases in other tourism related categories. In 2011, visitor volume was up 4.3%, the ADR was up 6.2% and total room nights occupied was up 0.6%. These increases, which were accompanied by a 25.1% increase in conventions and meetings held, suggest that Nevada is on the path to recovery.

With the exception of February of 2011, and April and July of 2012, this trend had continued through 2012 as 37 of the previous 40 months had seen visitor increases. According to the Year-End 2012 report by the LVCVA, 3.04 million visitors came to town in December 2012, up 2.8%. Hotel occupancy was up 0.9% while traffic at McCarran International Airport was down 0.8%. However, year-to-date, traffic at McCarran is still up 0.4% to 41.67 million.

The data for 2013 has been slightly difference with visitation down in January (-0.7%) and February (-1.3%), but up in March (0.1%) and April (0.5%). For the first four months, the overall rate is down 0.3% with 13.0 million visitors. However, the ADR has increased each of these months over that reported in 2012.

During 2011, there were approximately 38.9 million visitors, which approached the 39.2 million visitors record mark set in 2007. The LVCVA was forecasting 40 million visitors for Las Vegas in 2012; however, the actual number fell just short at 39,727,022.

All in, the Strip had its best occupancy and room rates in 2012 since 2008. But, city-wide occupancy, ADR, and total air passengers were still down from their 2007 peaks. The following data was compiled by the DiFederico Group from the LVCVA's releases for visitor statistics for year-end 2007 through 2012.

Year	Visitor Statistics											
	2007	A%	2008	A%	2009	A%	2010	A%	2011	A%	2012	A%
Visitor Volume	39,196,761	0.72%	37,481,552	-4.4%	36,351,469	-3.0%	37,335,436	2.7%	38,928,708	4.3%	39,727,022	2.1%
Room Inventory	132,947	0.26%	140,529	5.7%	148,941	6.0%	148,935	0.0%	150,161	0.8%	150,481	0.2%
Citywide Occupancy	90.43%	0.78%	86.08%	-4.9%	81.58%	-5.7%	80.16%	-1.3%	83.63%	4.2%	84.14%	0.7%
Average Daily Room Rate	\$ 132.09	10.39%	\$ 119.19	-9.8%	\$ 92.93	-22.0%	\$ 94.91	2.1%	\$ 105.11	10.7%	\$ 108.08	2.8%
Convention Attendance	6,209,253	-1.56%	5,895,725	-5.0%	4,492,275	-23.9%	4,473,134	-0.4%	4,865,272	8.8%	4,944,014	1.6%
Total Air Passengers	47,728,414	3.32%	44,074,707	-7.7%	40,469,012	-8.2%	39,757,359	-1.8%	41,479,814	4.3%	41,667,596	0.5%
Avg. Daily Auto Traffic	86,701	-0.30%	82,093	-5.3%	84,115	2.5%	86,738	3.1%	99,844	15.1%	100,774	0.9%

Notes: Las Vegas Convention and Visitors Authority. Compiled by The DiFederico Group

MCCARRAN INTERNATIONAL AIRPORT

McCarran International Airport is one of the most modern airports in the country. According to the Federal Aviation Administration, it is also one of the fastest growing facilities in the United States. McCarran had been ranked the nation's fifth-busiest passenger airport on the Airports Council International-North America's annual traffic ranking of 2006. And it held the 7th position in their 2007 and 2008 reports.

Passenger activity at McCarran increased 76% during the 1990s. Based on a projected growth rate, McCarran was forecast to reach its capacity of 55 million passengers by 2012. However, passenger activity decreased three straight years after peaking in 2007. This was a drop of 16.7% and the lowest figure reported since 2003. Since 2010, the trend has been up with the 2012 count up almost 5% from that in 2010. However, year-to-date, through April, traffic is down 1.1% in 2013.

The County Aviation Department was developing a plan for a second international airport on 6,500 acres of land owned by the Bureau of Land Management in the Ivanpah Valley, south of Las Vegas. They were anticipating a 2019 opening. However, due to the current economic situation, this may be pushed back until the demand returns. In addition to McCarran, there are the Boulder City, Henderson, and North Las Vegas Airports. The North Las Vegas Airport, which is the general aviation reliever airport for McCarran, recently extended and resurfaced the runways.

The following table and chart reflect the historical and most recent traffic count information provided by McCarran, respectively.

ARRIVING & DEPARTING PASSENGERS MONTHLY TOTAL

APRIL 2013	APRIL 2012	PERCENT CHANGE
3,548,947	3,554,497	-0.2

ARRIVING & DEPARTING PASSENGERS YEAR-TO-DATE (YTD) TOTAL

2013 YTD	2012 YTD	PERCENT CHANGE
13,349,136	13,493,137	-1.1

Source: McCarran International Airport Web site (<http://www.mccarran.com/>)

SUMMARY AND CONCLUSIONS

The four forces (social, economic, political, and environmental) that influence market values have been discussed. The various governing bodies have sponsored growth with their pro-development attitudes. The administrations also promote funding and infrastructure necessary for growth. While the past leading indicators pointed to positive growth, developments over the last three years have resulted in flat or negative growth. However, the State's job growth has shown signs of rebounding and Nevada is moving up the job growth rankings.

Prior to the recession, Nevada led the nation in terms of private sector job growth. At the height of the downturn, Nevada was home to the most pronounced job losses in the nation in both 2009 and 2010. Since then, it has started to make up lost ground. The 1.7% increase in private sector jobs during the first half of 2012 in Nevada was stronger than growth in 17 other states. So, improvement was evident, but there is much ground to be made up. The region ended the year with three consecutive seasonally adjusted gains. Employment is up 15,600 relative to December 2011. For all of 2012, the region saw employment increase 6,400.

While public sector job levels have declined in recent years, some signs of stability have emerged over the course of the past several months. In December, total public sector payrolls, at 148,100, seasonally adjusted, in Nevada, stand 1,600 higher than year-end 2011. The Las Vegas tourism, hospitality and gaming sector are also showing a number of indications that it is in recovery. Visitor volume and gaming revenue should both continue to rise, although gaming revenue might rise at a slower rate than visitor volume in 2013 since visitors have less money to spend than in past years. But even as visitor volume grows, the hospitality industry will continue to see the effects of its excess capacity during all but the busiest times of year.

Contrary to Las Vegas' history, population growth is likely to be moderate and not the driver of economic growth over the next few years. Rather, economic growth will drive population for the next few years. Southern Nevada will likely see fairly slow employment growth over the next few years. As a consequence, the unemployment rate has been falling slowly. The unemployment rate in the Las Vegas MSA dropped to 9.6% in April 2013, which indicates the economy has started to recover.

Tourism and gaming remain the driving force behind the region's economic growth. Southern Nevada is expected to see as many visitors as it did just before the Great Recession. But while the visitor count is up, gambling revenue is down significantly from five years ago. The national economy will need to expand further before gambling revenues rebound.

However, there have been several recent announcements, involving major projects planned or under construction, that will help with the area's continued recovery, including:

- In February, the Las Vegas Convention and Visitors Authority unveiled plans for the Las Vegas Global Business District, an overarching vision for the Las Vegas Convention Center and the surrounding area. The preliminary cost for the project is \$2.5 billion and will be completed in phases. This will be the first major expansion

of the 54-year-old Las Vegas Convention Center in more than a decade. The LVCVA plans to issue up to \$150 million of commercial paper to fund phase one elements.

- In March of 2013, Malaysia-based Genting Group purchased the Echelon site on the Las Vegas Strip from Boyd Gaming and then announced that a multi-billion dollar Asian-themed resort complex will be constructed on the site. Resorts World Las Vegas will include 3,500 rooms, luxury dining and shopping and a half million square feet of convention space on the 87-acre site. A replica of the Great Wall of China and more than 300,000 feet of pool and water features are also planned. It is expected to open in 2016.
- Los Angeles-based SBE Entertainment Group has broken ground on a \$415 million transformation of the former Sahara Hotel on the north end of the Las Vegas Strip into the SLS Las Vegas Hotel & Casino. They intend to open in the fall of 2014 with over 1,600 rooms, a casino, four nightclubs, a 10,000-square foot branch of Los Angeles clothing store Fred Segal and restaurants including branches of The Bazaar by Jose Andres, Katsuya by Starck, The Griddle Café and Umami Burger. The Sahara operated on The Strip for 59 years and was seen as something of an iconic property as one of the last remaining Rat Pack casinos.
- MGM Resorts International and AEG recently announced plans for a 20,000-seat arena to be located west of the Las Vegas Strip between New York-New York and Monte Carlo resorts. The company is also rebranding THEhotel at Mandalay Bay into Delano Las Vegas, which will open in early 2014, and renovating several of its properties, including Mandalay Bay, MGM Grand, The Mirage and Bellagio. MGM Resorts alone will spend more than \$300 million in renovating their resorts in 2013. When combined with its partners' investments, the company anticipates the investment to be more than \$450 million.
- Caesars Entertainment announced details of Gansevoort Las Vegas, a new boutique resort and casino to be located on the former site of Bill's Gamblin' Hall & Saloon. The \$185 million renovation project is a collaboration with New York-based luxury hotel brand Gansevoort Hotel Group and nightlife promoter Victor Drai featuring the 65,000 square-foot indoor/outdoor Drai's Beach Club and Nightclub. The project is scheduled to open in early 2014.
- Caesars is also continuing work on its more than \$500 million dining, shopping and entertainment district The LINQ, which will feature the world's largest observation wheel, the 550-foot high Las Vegas High Roller. The company is also undergoing major projects at its other properties, including the recent opening of the Nobu Hotel at Caesars Palace and unveiling renovations at The Quad, formerly the Imperial Palace.
- The Shops at Summerlin, a stalled retail hub that embodies Las Vegas' building bust, is back on track for construction with an anchor tenant and scheduled to open in the fall of 2014. Developer Howard Hughes Corp. has announced that Macy's will be the first anchor at the planned retail district formerly known as the Shops at Summerlin Centre. The retail district near Red Rock Resort will have more than 125 stores and restaurants with open-air pedestrian walkways and outdoor dining. It will be a part of a 106-acre, 1.5 million-square-foot development that will include

hotel and retail space and a nine-story office building. The project is expected to provide roughly 1,700 construction jobs and 2,000 permanent jobs when fully open.

- In recent years, other investments have shown the confidence in Las Vegas. The \$2.4 billion Terminal 3 at McCarran International Airport, the \$470 million The Smith Center for the Performing Arts, the \$42 million Mob Museum, and the \$3 million renovation and opening of the Neon Museum show that Las Vegas is moving forward.

In summary, the Southern Nevada economy is showing signs of a long-awaited recovery. During the downturn, Southern Nevada lost almost 100,000 jobs in a single year. It has since added back more than 34,000 jobs and the area's employment rate is now exceeding national averages. Nearly every sector of the state's economy is contributing to this recovery, which is a sign of this area's economic resiliency. We anticipate continued slow improvement in the Southern Nevada's economy based on the idea that gradually improving economic conditions elsewhere in the world will benefit Southern Nevada, which is still one of the premier tourist destinations in the world. Fortunately, the Las Vegas hospitality and leisure industry is steadily improving and adding jobs. A strengthening in national economic activity should continue to help the area's tourism, hospitality and gaming sectors, which will drive the Las Vegas economy through 2013.

AREA MAP



MARKET AREA ANALYSIS

The subject is located in the Downtown area of Las Vegas. For purposes of this report, the market area boundaries are best described as follows:

North:	Interstate 515 (I-515)
South:	Sahara Avenue
East:	Maryland Parkway
West:	Rancho Drive

A map highlighting these boundaries follows this section. The market area is predominately the Downtown Central Business District (CBD) of Las Vegas. The area is influenced by the downtown gaming district, Federal, County and City courthouses and the Las Vegas Redevelopment Agency.

TRANSPORTATION AND ACCESS

The major traffic arterials throughout this area are predominantly on an east/west grid pattern. These arterials are Sahara Avenue, Charleston Boulevard, Bonneville Avenue, Fremont Street and Interstate 515 (I-515). Major north/south arterials are Rancho Drive, Martin L. King Boulevard, Interstate 15 (I-15), Main Street, Casino Center Boulevard, Fourth Street, Las Vegas Boulevard and Maryland Parkway.

Transportation facilities serving the neighborhood include public bus and taxi services. Many of the hotels, both Downtown and on the Strip, which is a few miles south of the subject, provide their own limousine and transportation services. This service is also provided to McCarran International Airport, which is roughly a 10 to 15 minute drive from the subject. The Greyhound Bus and Amtrak depots are within the subject neighborhood. Amtrak provides train service to Los Angeles, California and Salt Lake City, Utah. The Downtown Transportation Center and the Bonneville Transit Center are also located within the area.

The subject neighborhood is served by various intra- and inter-neighborhood access routes through the neighborhood. The majority of streets within the neighborhood and the streets which cross the neighborhood are paved.

UTILITIES

All normal utilities are available to the neighborhood. Currently, the basic utilities are underground with the exception of power and telephone lines that are overhead in some portions of the market area.

LAND UTILIZATION

The area is comprised of mixed land uses, including single-family and multifamily residential uses, commercial uses and industrial uses. The northwestern portion of the neighborhood along I-15 is developed with industrial-type uses, including Ready-Mix Concrete and Haycock Oil.

Most commercial development within the area has occurred along the primary traffic corridors, with the interior streets being predominately developed with single-family and apartment uses.

The north half of the market area is situated within the Downtown Las Vegas Business and Gaming Districts (CBD). This area is characterized by tourist-oriented commercial facilities, professional office buildings and government office and courthouse buildings. The CBD is one of the major employment centers for the market area. Most major hotel and casino complexes are located in this area along Fremont Street, between Main Street & Third Street.

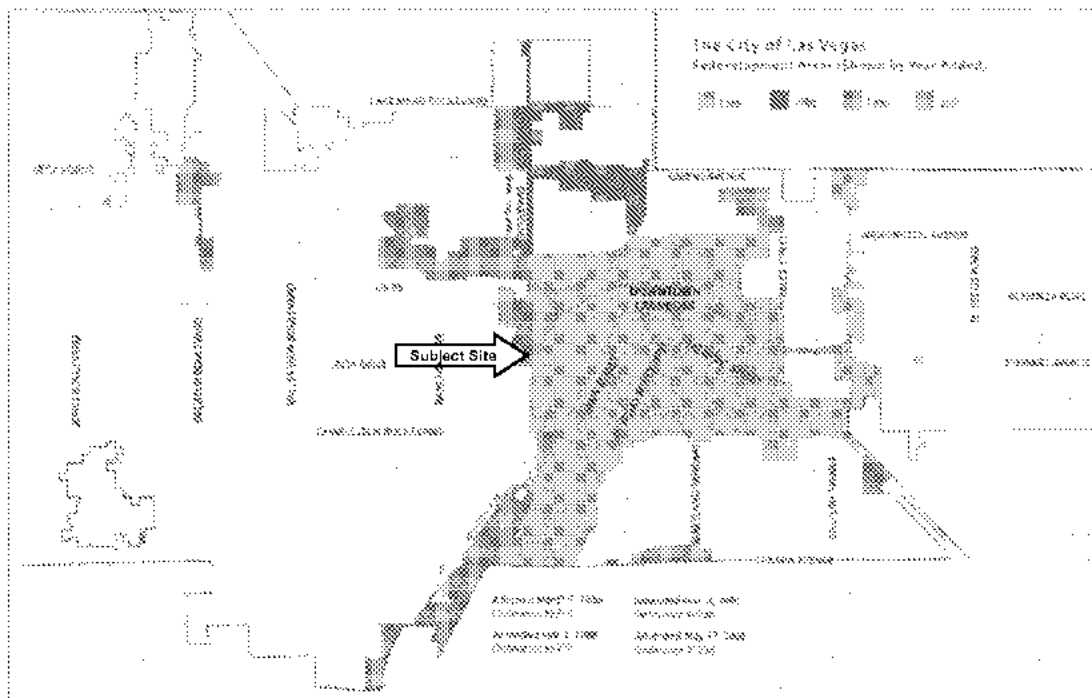
Commercial developments are interspersed along Sahara Avenue, Charleston Boulevard, Bonanza Road, Las Vegas Boulevard, Main Street, Martin L. King Boulevard and Rancho Drive. The major commercial retail development for the area is the Las Vegas Premium Outlets, which is located just east of the subject. This center is one of the flagships for the Las Vegas Downtown Redevelopment Agency.

Public facilities located within the area include the Las Vegas City Hall, the Clark County Courthouse, the Foley Federal Building, the Lloyd D. George Federal Courthouse and the central fire station facility. Clark County's jail facility is on the corner of Lewis Avenue and Casino Center Boulevard.

Recreationally, the area includes a variety of city-maintained parks and museums. The principal recreational attraction is the Cashman Field and convention facilities, home of the Las Vegas 51's baseball team. The Smith Center for the Performing Arts, Lied Discovery Children's Museum and the Las Vegas Museum of Natural History are also located within the market area.

DOWNTOWN REDEVELOPMENT PLAN

The subject is situated in the redevelopment area that was added in 2006. The following map identifies the Downtown Redevelopment Area and indicates the years that each area was added to the plan.



The Downtown Redevelopment Agency was created in 1985. This has basically been a financial partnership that revolved around the casinos contributing millions of dollars and the city putting the money into construction projects, mostly commercial in nature, intending to rejuvenate the area. The record of several of those projects has been lackluster at best. The record of others has been much more favorable.

The panel's first completed project was Neonopolis, a \$100 million entertainment and shopping center adjacent to the Fremont Street Experience that was scheduled to open in the fall of 2000. The city contributed \$30 million for land acquisition and a parking garage. Proponents described the project as key to the city's redevelopment efforts. A ground breaking ceremony was held in December 2000 and a soft opening with approximately 50% of the space leased and occupied occurred in May 2002. This facility, which was slow to take off and sold for \$25,000,000 in March of 2006, is starting to show signs of improvement.

What has been a major success is the City's Symphony Park development. This is a 61-acre mixed-use urban community located on the west side of UPRR tracks and east of I-15, which is just east of the subject property. The master plan for Symphony Park identifies four distinct districts, organized in a series of small urban blocks with pedestrian-friendly accessibility and featuring street-facing retail and restaurants throughout the community. The districts are: the Civic District (includes The Smith Center for the Performing Arts and the park), the Specialty District (plans for hospitality, specialty retail, and a hotel/casino), the Residential District (urban neighborhoods with a mix of high-rise, town homes, live/work condominiums and mid- and low-rise residences), and the Medical Office District (anchored by the Cleveland Clinic Lou Ruvo Center for Brain Health with other office and clinic space).

The first phase of infrastructure improvements was completed in 2009 and two key anchors of this community have finished construction. The Cleveland Clinic Lou Ruvo Center for Brain Health was completed in May 2010 and The Smith Center for the Performing Arts opened on March 10, 2012.

The Frank Gehry-designed building of the Cleveland Clinic Lou Ruvo Center for Brain Health is dedicated to advance the research, early detection and treatment of neurodegenerative diseases, such as Alzheimer's, Huntington's, Parkinson's and ALS. It started seeing patients in July 2009 with the Event Center still under construction. The entire building is now complete.

The city donated the 4.75-acre site for The Smith Center, a planned multi-theatre complex with a main theatre seating 2,050 audience members. The center offers a blend of performances by local arts groups as well as first-run touring attractions. It features music, theatre and dance companies from all over the world and is home to the Las Vegas Philharmonic and Nevada Ballet Theatre. This facility is the first regional performing arts center in the Las Vegas Valley.

On August 11, 2010 officials from the Lied Discovery Children's Museum and The Smith Center for the Performing Arts announced a \$56 million gift from the Donald W. Reynolds Foundation to the Las Vegas Performing Arts Foundation that would be used to construct the future home of the Discovery Children's Museum in Symphony Park. This 58,000-square-foot building with interactive exhibits and a parking garage were added to the area in 2012.

Also in the area is World Market Center Las Vegas. This development is located at 495 S. Grand Central Parkway. The first phase of this home furnishings complex, a 1.3 million square foot showroom, was completed in 2005. Phase two added a 16 floor building with 300 showrooms comprising 1.6 million square feet. Phase three opened in July 2008 and consists of 2.1 million square feet housing 400 showrooms on 16 floors. In conjunction with the opening of the third building, a \$60-million, seven-story parking garage with 175,000 square feet on each level also opened. The parking garage accommodates 3,600 vehicles and allows for up to 15 levels with future phases.

World Market Center Las Vegas hosts the semiannual Las Vegas Market furniture trade shows, attended by an estimated 100,000 national and international furniture buyers and representatives each year. However, this development was not immune to the recession and a receiver was appointed to take over, which resulted in the investment firms Bain Capital Partners and Oaktree Capital management taking a majority ownership and creating a holding company called International Market Centers. International Market Centers holds 13 buildings in two cities, with 10.6 million square feet of furniture showrooms as they merged the WMCLV with the High Point Market in High Point, N.C.

Zappos.com, another major addition is relocating its corporate headquarters from Henderson to the old city hall in downtown Las Vegas. Construction is ongoing and the company is scheduled to move in at the end of 2013. Zappos.com CEO Tony Hsieh plans to spend \$350 million to develop and build properties in the downtown area, with \$100 million toward land purchases and building acquisition. An additional \$100 million will go toward residential development, \$50 million toward tech startups, \$50 million toward small business and \$50 million to education. According to newspaper reports, as of March 2013, \$93 million had already been spent with about 90 parcels purchased, which totals about 50 acres. Purchases include apartment buildings, motels, vacant land and casinos.

Also in the area, at the northwest corner of Martin Luther King Boulevard and Alta Drive, the Penta Building Group has constructed the Las Vegas Metropolitan Police Headquarters, which is the subject of this analysis.

CONCLUSION

The Downtown area of Las Vegas has not been immune to the problems with our national economy. The Ogden (previously Streamline Tower), as well as SoHo Lofts, Newport Lofts, Juhl and Allure did not have the sales they originally hoped for. However, these buildings are now filling up and even the first-floor retail spaces in these buildings are being leased. I found that approximately 30 new restaurant, bar and lounge projects are under construction in the Ogden, the Fremont Street East entertainment district and Neonopolis. In addition, several other projects have been completed and/or announced. And most importantly, the Las Vegas hospitality and leisure industry is improving, which, as usual, drives the Las Vegas economy.

Therefore, with an improving economy, Zappos.com commitment and the Downtown Redevelopment Agency continuing to encourage and support growth in this area, the market area should see a strengthening base with new developments being added in the coming years. But we must continue to monitor the national and local economies carefully as this area's recovery has been uneven and still has areas that are struggling.

MARKET AREA MAP



SUBJECT PHOTOGRAPHS

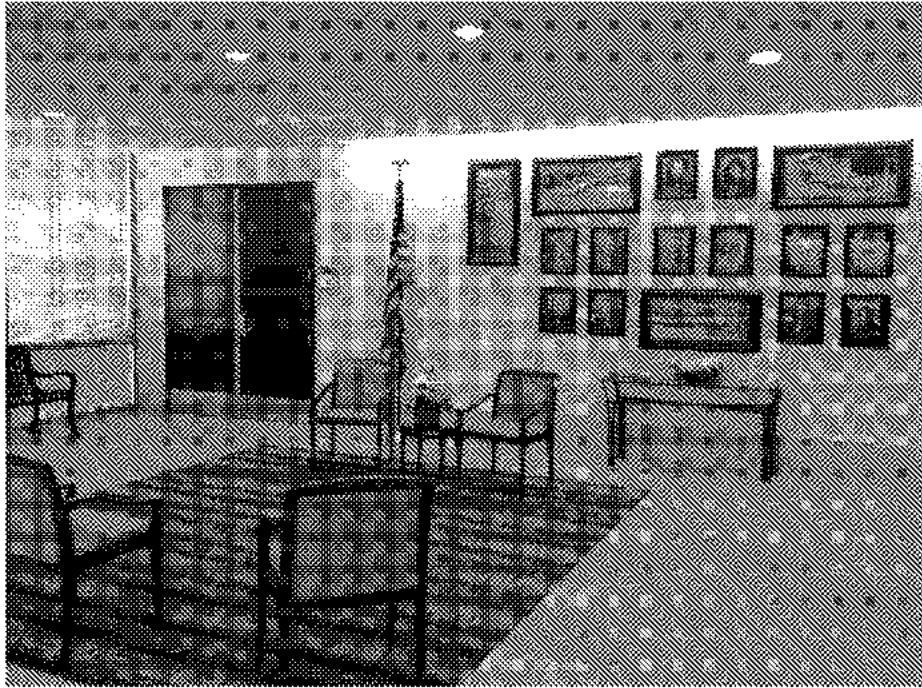


*View 1 – Looking west at the main entrance to Building B
(Photo taken on November 15, 2013)*

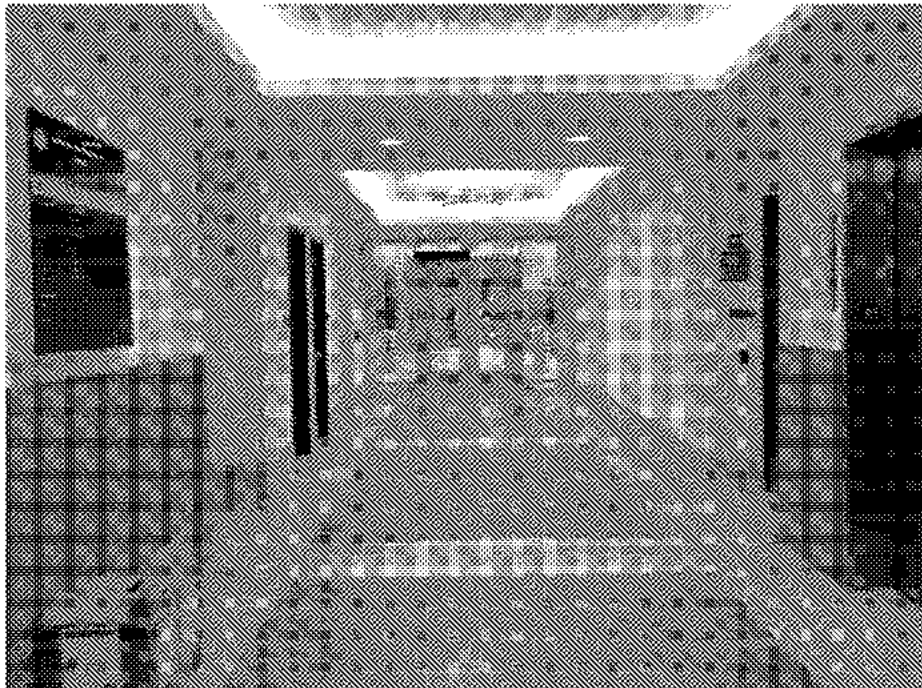


*View 2 – Looking from the entrance of Building B towards the public parking area
(Photo taken on November 15, 2013)*

SUBJECT PHOTOGRAPHS – CONTINUED

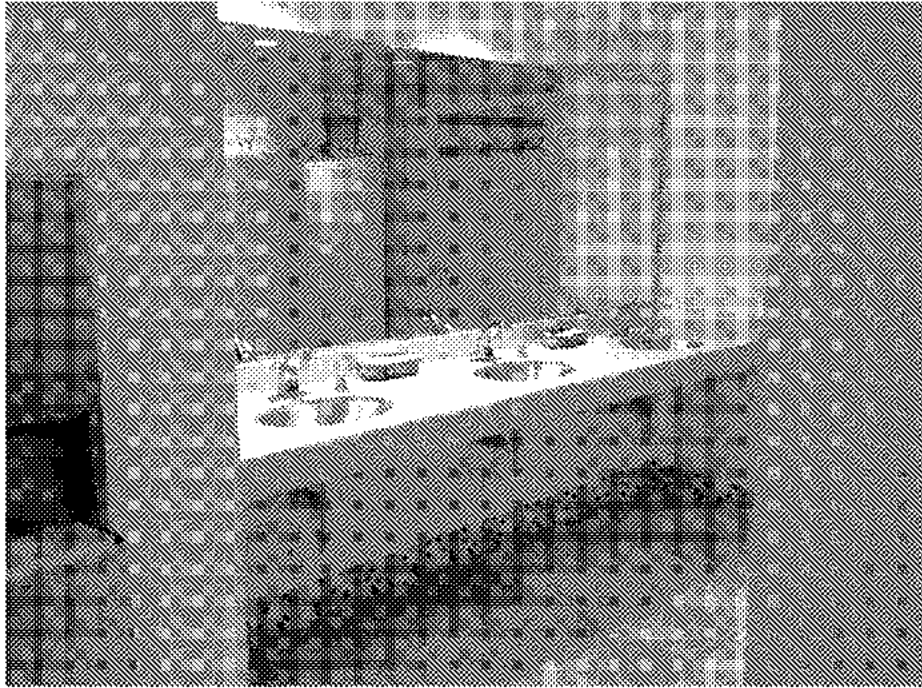


*View 3 – Waiting/ Lobby area of Building B
(Photo taken on November 15, 2013)*



*View 4 – Looking west in a typical hall in the core of Building B
(Photo taken on November 15, 2013)*

SUBJECT PHOTOGRAPHS – CONTINUED

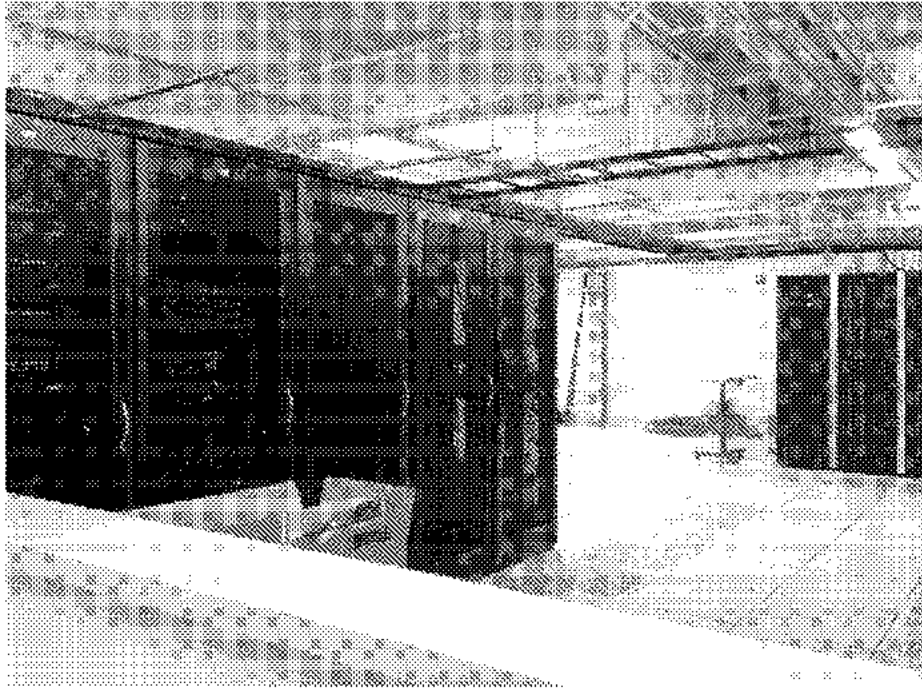


*View 5 – Typical restroom on the first floor in Building B
(Photo taken on November 15, 2013)*

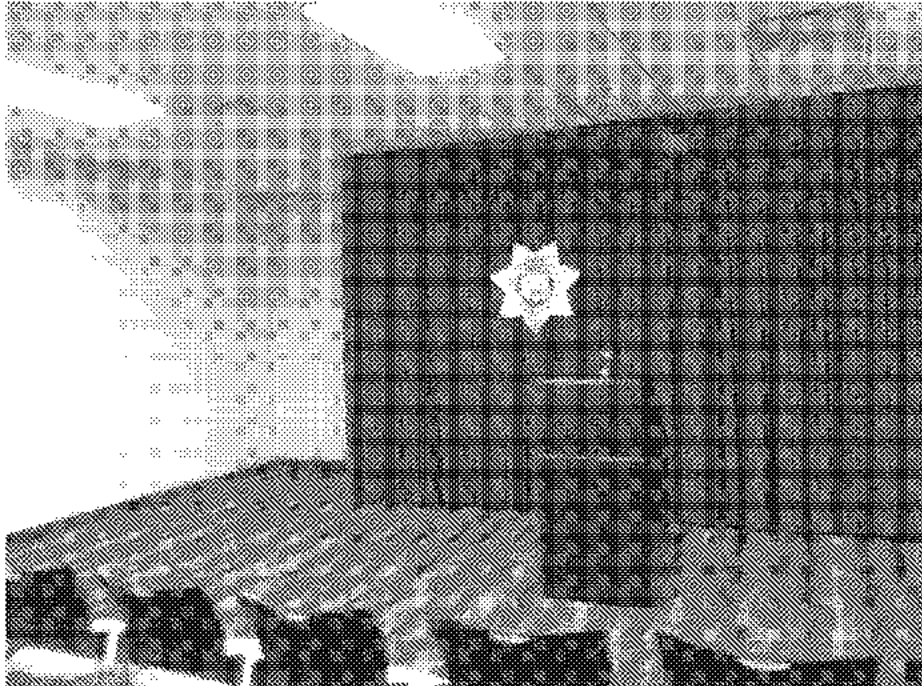


*View 6 – Training Room in Building B
(Photo taken on November 15, 2013)*

SUBJECT PHOTOGRAPHS – CONTINUED

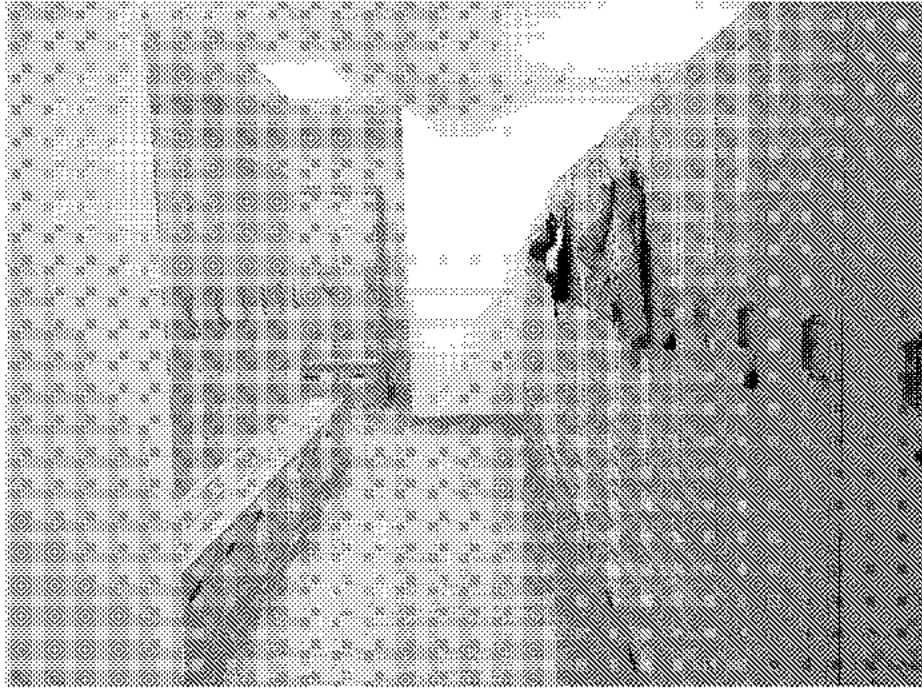


*View 7 – IT Room in Building B
(Photo taken on November 15, 2013)*



*View 8 – Looking west in the Media Room in Building B
(Photo taken on November 15, 2013)*

SUBJECT PHOTOGRAPHS – CONTINUED



*View 9 – Typical Locker Room area in Building B
(Photo taken on November 15, 2013)*



*View 10 – Typical Break Area in Building B
(Photo taken on November 15, 2013)*

SUBJECT PHOTOGRAPHS – CONTINUED



*View 11 – A typical Conference Room Building B
(Photo taken on November 15, 2013)*

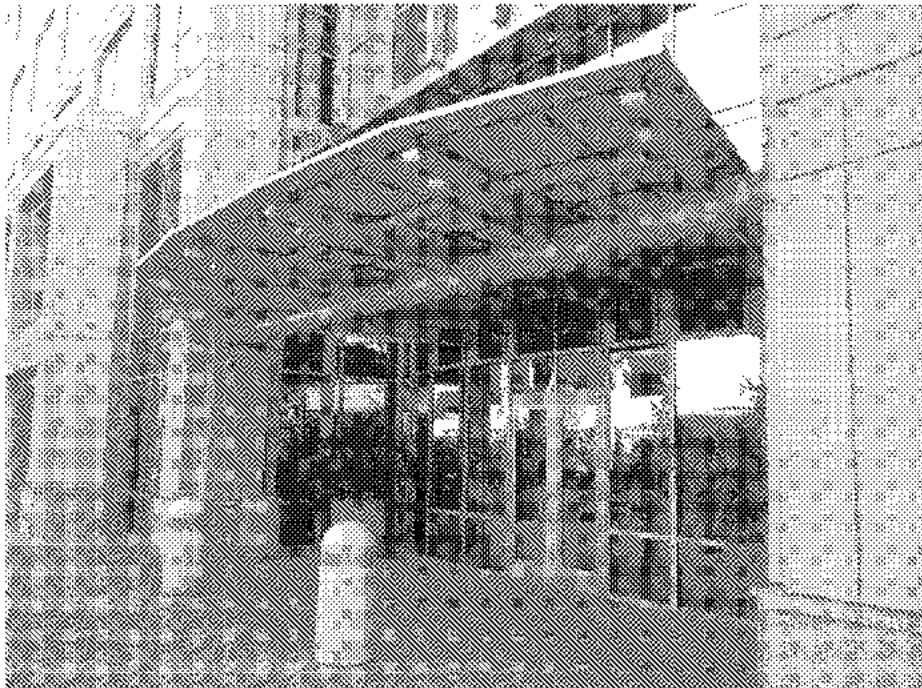


*View 12– Typical Bull Pen Area in Building B
(Photo taken on November 15, 2013)*

SUBJECT PHOTOGRAPHS – CONTINUED



*View 13 – Entrance to the Sheriff's Office in Building B
(Photo taken on November 15, 2013)*



*View 14 – Building B's exit to the Courtyard and Parking Structure
(Photo taken on November 15, 2013)*

SUBJECT PHOTOGRAPHS – CONTINUED



*View 15 – Looking south in the Courtyard between Building B and the Parking Structure
(Photo taken on November 15, 2013)*



*View 16 – Looking northwest at the Parking Structure
(Photo taken on November 15, 2013)*

SUBJECT PHOTOGRAPHS – CONTINUED



*View 17 – Looking northwest at Building B from the parking area
(Photo taken on November 15, 2013)*



*View 18 – Looking north at Building C from the parking area
(Photo taken on November 15, 2013)*

SUBJECT PHOTOGRAPHS – CONTINUED

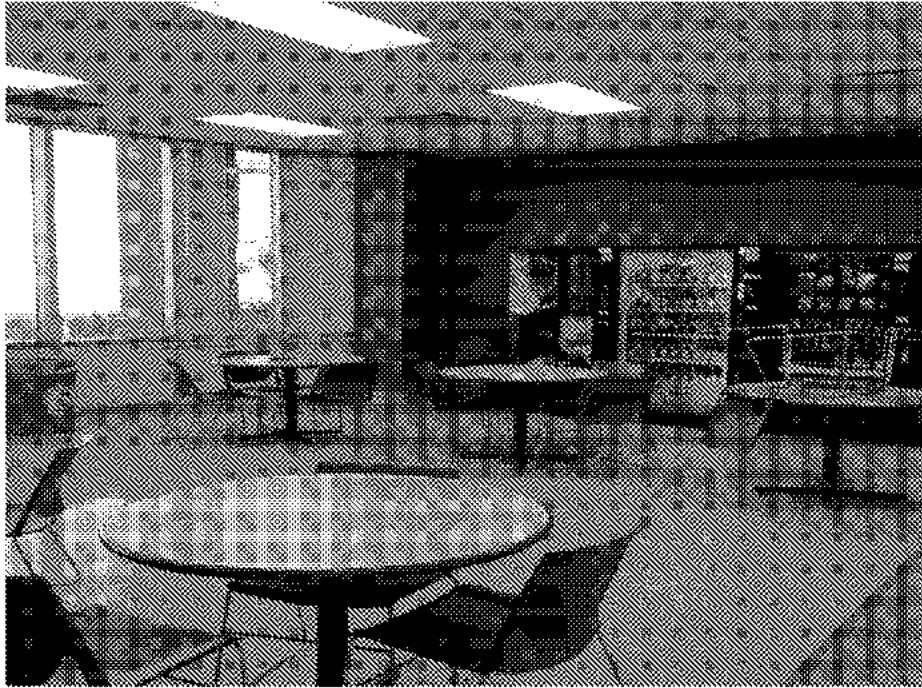


*View 19 – Storage area in Building C
(Photo taken on November 15, 2013)*



*View 20 – Entrance/Lobby area of Building C
(Photo taken on November 15, 2013)*

SUBJECT PHOTOGRAPHS – CONTINUED

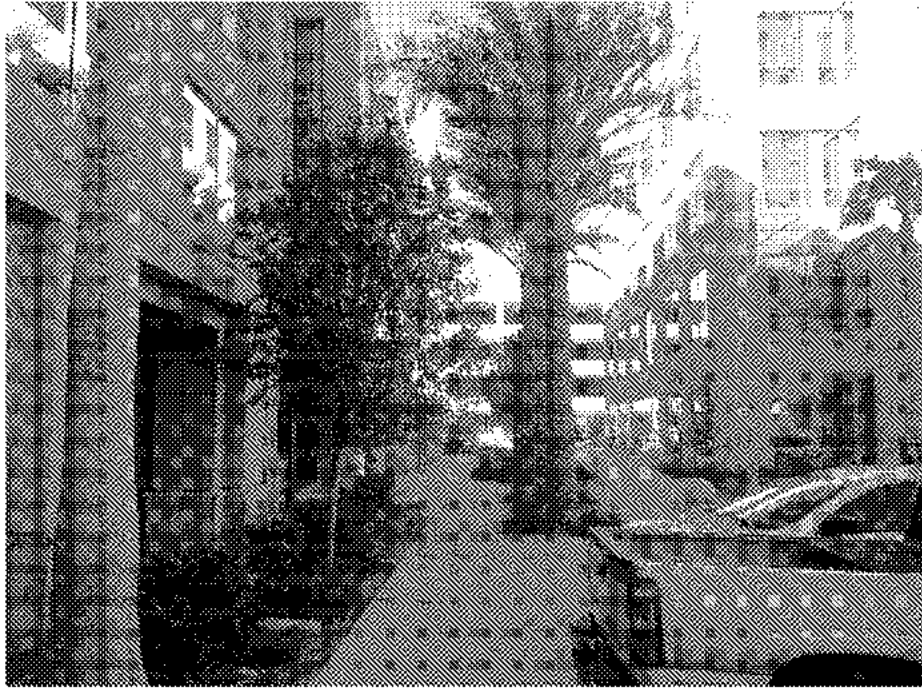


*View 21 – Typical Break Room in Building C
(Photo taken on November 15, 2013)*



*View 22 – Looking southwest at the main entrance to Building A
(Photo taken on November 15, 2013)*

SUBJECT PHOTOGRAPHS – CONTINUED

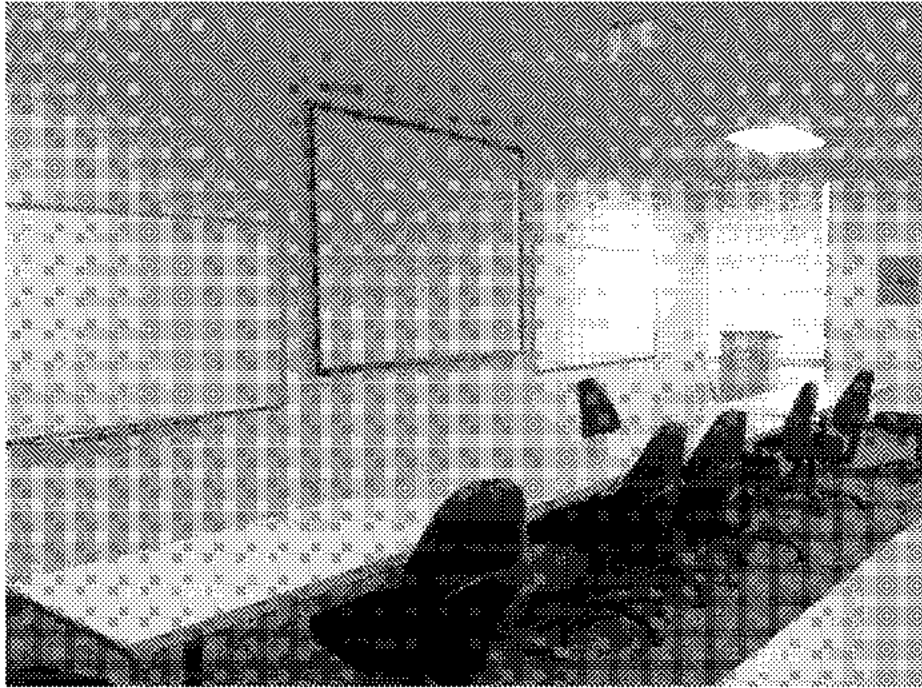


*View 23 – Looking west at the area between Buildings A & B
(Photo taken on November 15, 2013)*



*View 24 – Typical Break Room in Building A
(Photo taken on November 15, 2013)*

SUBJECT PHOTOGRAPHS – CONTINUED

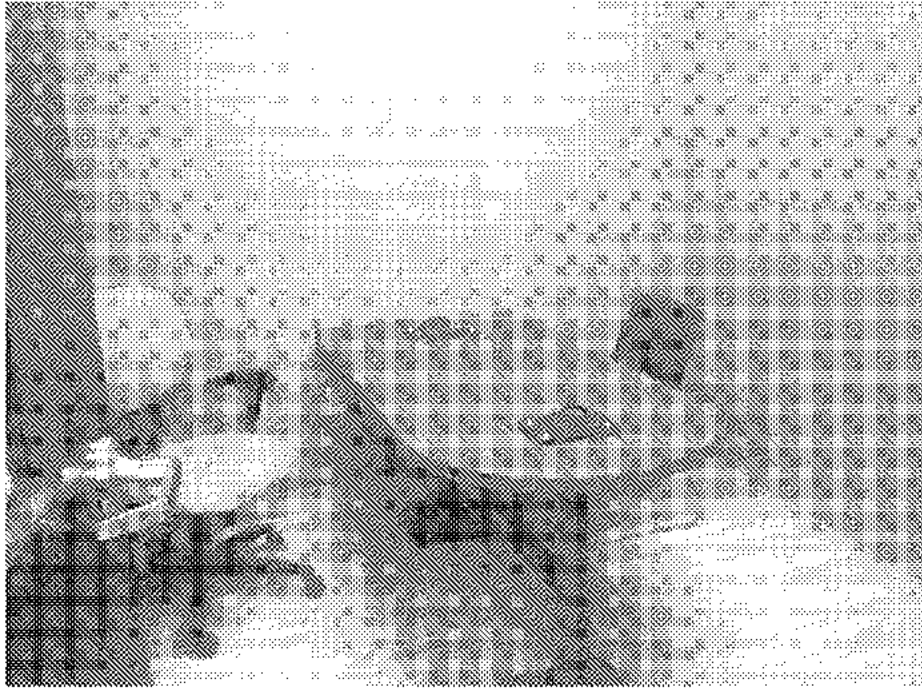


*View 25 – Typical Training Room in Building A
(Photo taken on November 15, 2013)*



*View 26 – Witness Room in Building A
(Photo taken on November 15, 2013)*

SUBJECT PHOTOGRAPHS – CONTINUED

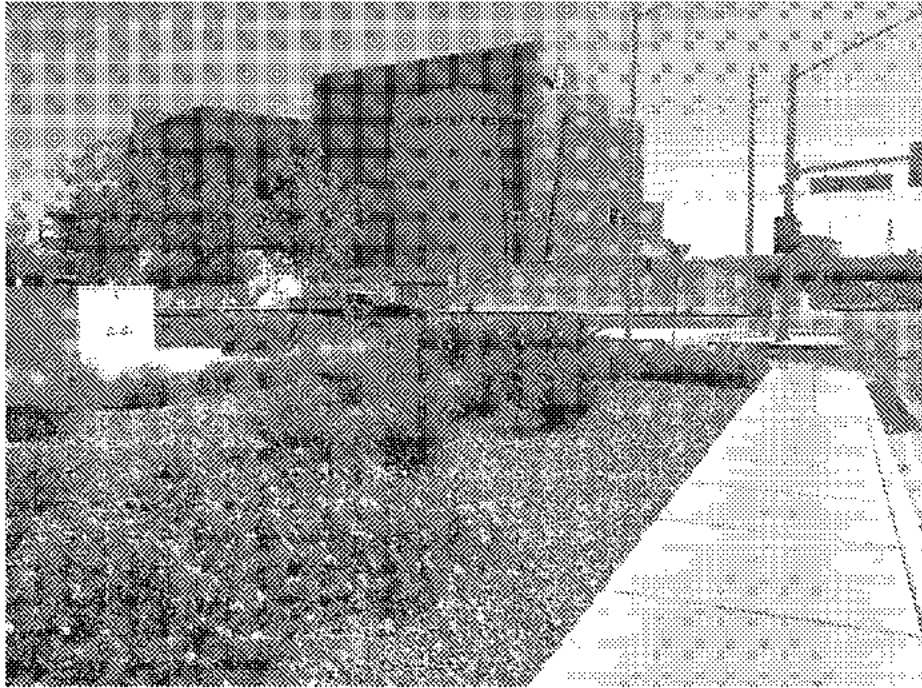


*View 27 – Suspect Interrogation Room in Building A
(Photo taken on November 15, 2013)*



*View 28 – Southern entrance to Building A
(Photo taken on November 15, 2013)*

SUBJECT PHOTOGRAPHS – CONTINUED

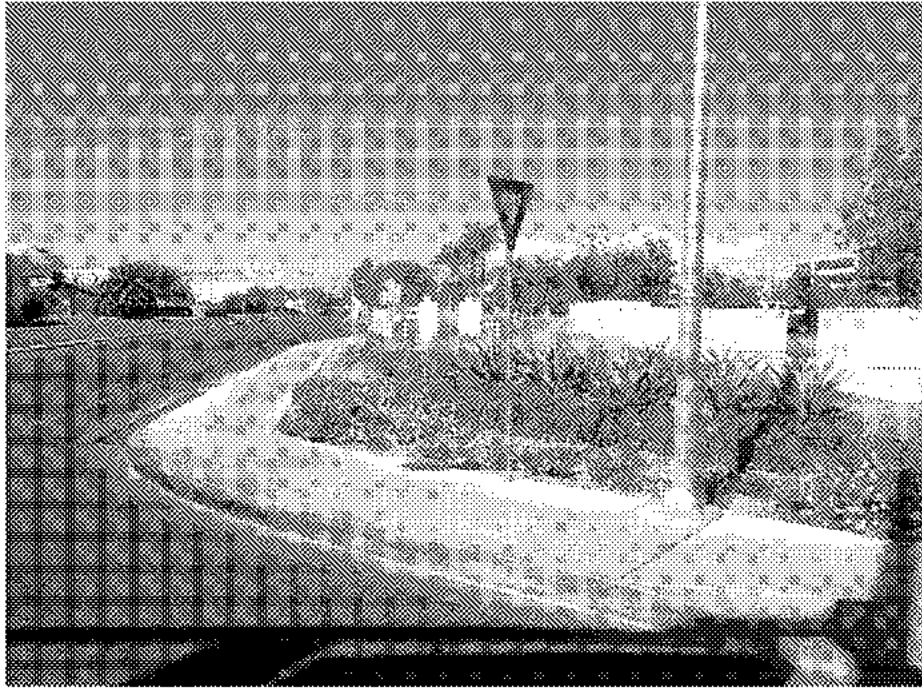


*View 29 – Looking east along the area where the PE and a Pole will be located
(Photo taken on September 17, 2014)*

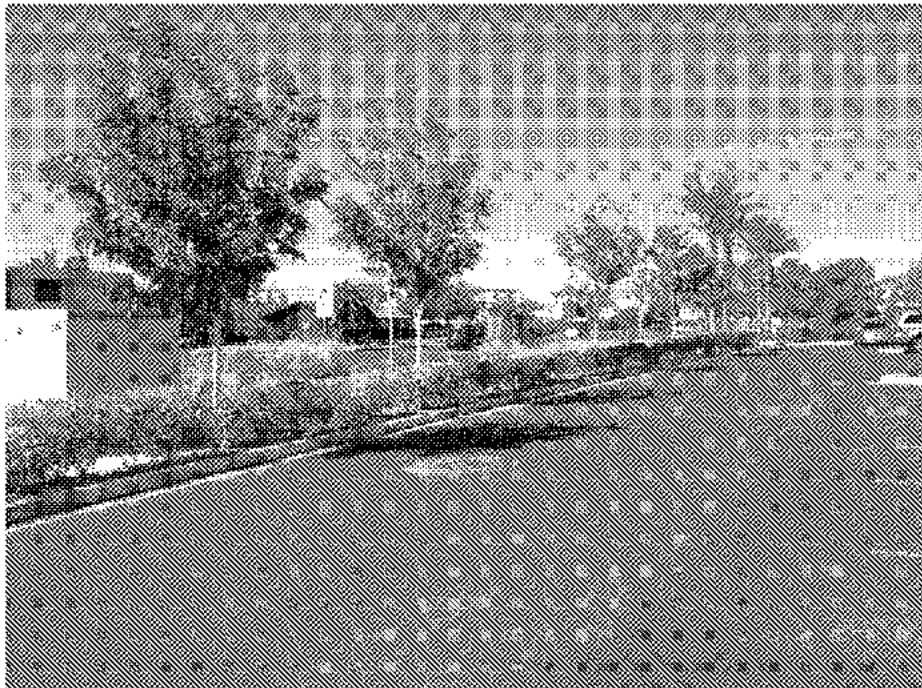


*View 30 – Looking northwest at the MLK – Alta corner where a Pole will be
(Photo taken on September 17, 2014)*

SUBJECT PHOTOGRAPHS – CONTINUED



*View 31 – Looking west on Alta where the PE and TCE will be
(Photo taken on September 17, 2014)*



*View 32 – Looking southwest towards the area to be encumbered with the PE, TCE & Pole
(Photo taken on September 17, 2014)*

PROPERTY ANALYSIS

PHYSICAL DESCRIPTION AND ANALYSIS OF THE LARGER SITE

LOCATION

The property address is 400 S. Martin L. King Boulevard (MLK). The property is located at the northwest corner of MLK and Alta Drive, which is known as Bonneville Avenue to the east of MLK. This is a fully signalized intersection. In addition, there is another signalized intersection at the northeast boundary of the site which was put in to ease access into the property from MLK.

LAND AREA

The subject site consists of one Assessor's Parcel Number, which is summarized in the following table.

APN	Land Area	
	Acres	SF
139-33-202-009	13.76	599,386
Totals	13.76	599,386

SHAPE AND DIMENSIONS

The shape of the site is slightly irregular; however, it should not negatively affect its development. The dimensions are approximately 890 feet of frontage along MLK, its eastern boundary and 465 feet along Alta, its southern boundary. The reader is referred to the Assessor's parcel map that follows for a visual illustration of the site's shape.

TOPOGRAPHY

The site appeared generally level and at street grade. The topography does not appear to result in any particular development limitations.

DRAINAGE

No particular drainage problems were observed or disclosed at the time of the field inspection. This appraisal assumes that there were not any unusual drainage issues that would affect the development of this site.

FLOOD PLAIN

The site is located on Community Panel #2170 of 4090, effective November 16, 2011. According to the Clark County Regional Flood Control District's mapping, this site is not located within a 100-year flood zone.

GROUND STABILITY

I did not observe any unusual soils conditions during the inspection of the property. The soils appeared typical for the area. Other sites in the area support various uses with no apparent problems. However, no soils tests were provided to this appraiser, so the soils conditions are assumed by visual observation and are not warranted.

HAZARDOUS CONDITIONS

An environmental assessment report was not provided for review and environmental issues are beyond my scope of expertise. My inspection of the site did not reveal any obvious signs that there are contaminants on or near the property. Therefore, I assume that the subject site was not adversely affected by environmental hazards.

UTILITIES

Utilities in this portion of the metropolitan area are provided by the following agencies.

Utility	Provider
Sewer:	Clark County Water Reclamation District
Water:	Las Vegas Valley Water District
Solid Waste:	Republic Services
Electricity:	NV Energy
Telephone:	Century Link
Gas:	Southwest Gas Corporation

LEGAL INFORMATION (ZONING)

The site is zoned C-1 (Limited Commercial District), under the jurisdiction of the City of Las Vegas. The following is a summary of the C-1 District in the City Las Vegas.

Designation:	C-1 (Limited Commercial District)
Description:	The C-1 district is intended to provide most retail shopping and personal services, and may be appropriate for mixed use developments. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. The C-1 district is consistent with the Service Commercial and the Neighborhood Center categories of the General Plan.
Zoning Jurisdiction:	City of Las Vegas

EASEMENTS, ENCROACHMENTS AND RESTRICTIONS

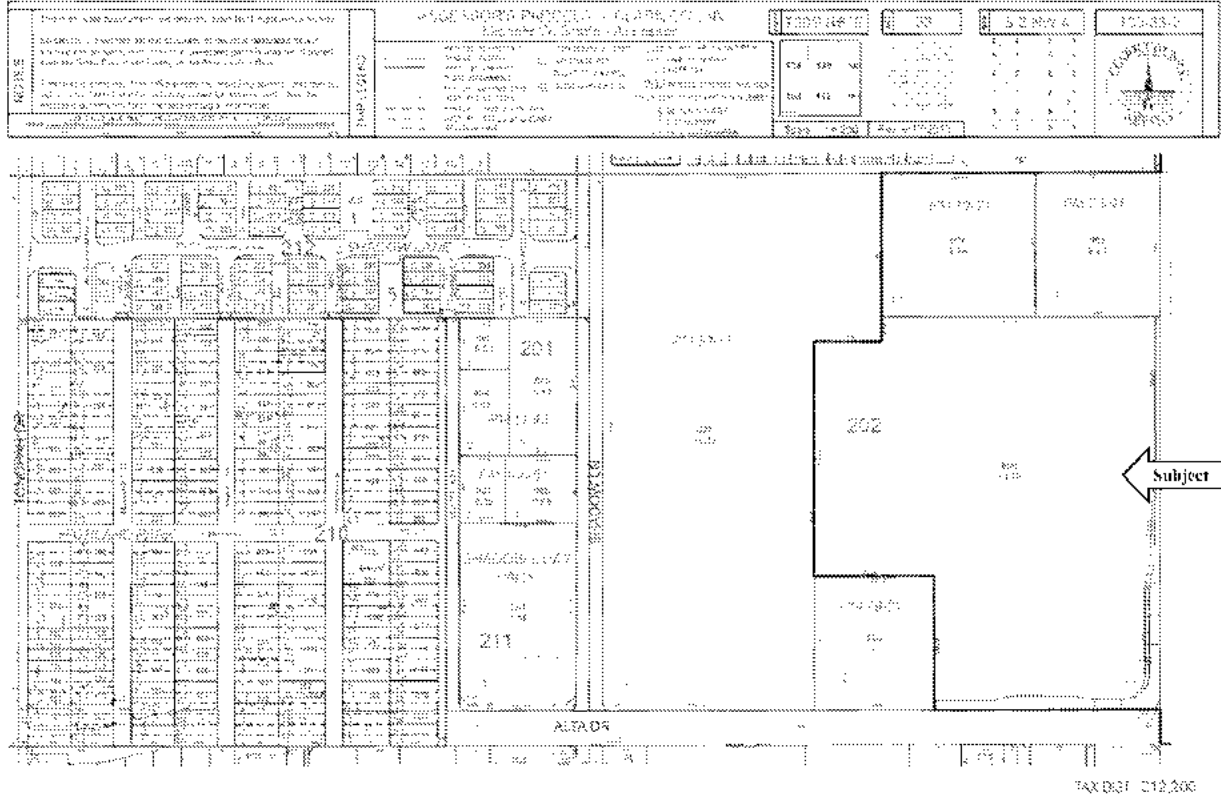
I was not provided a title report to review; however, I am not aware of any easements, encumbrances, or restrictions that would adversely affect the site's value. My valuation assumes no adverse easements, encroachments or restrictions and that the subject property has a clear and marketable title.

CONCLUSION OF SITE ANALYSIS

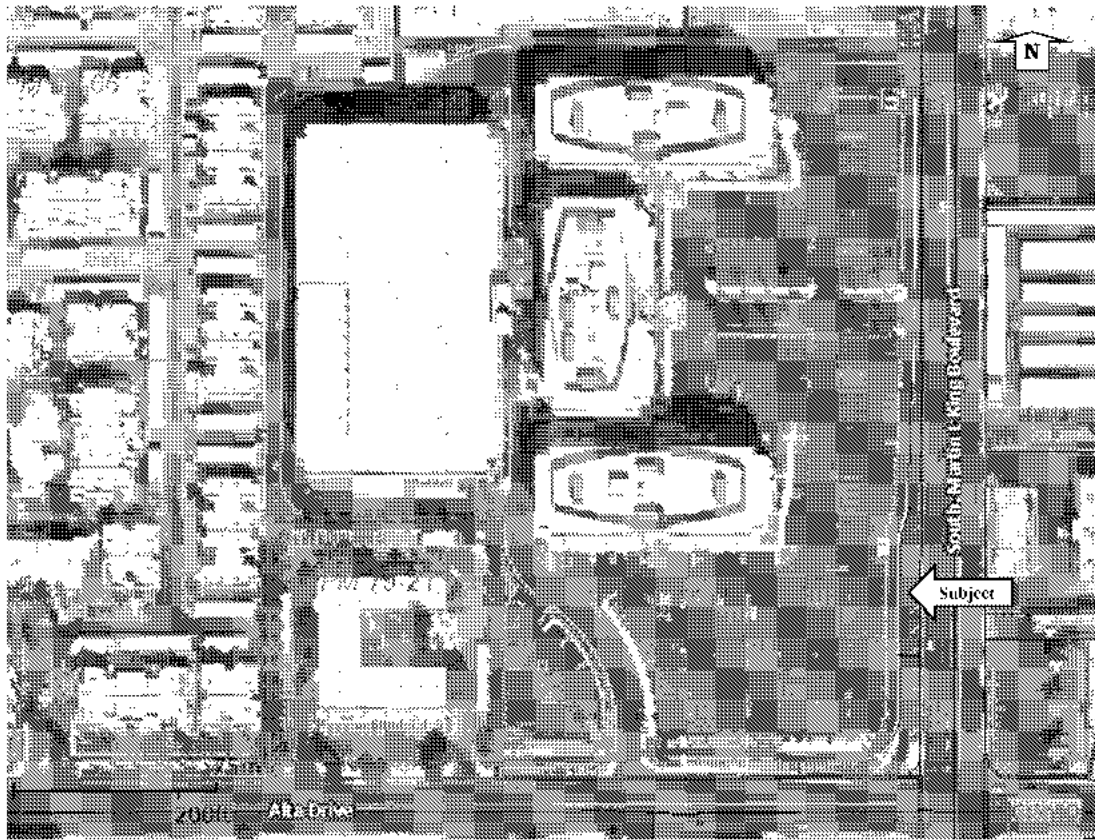
The larger subject site is located at the northwest corner of MLK Boulevard and Alta Drive/Bonneville Avenue, in the Downtown area of Las Vegas. The site has very good ingress and egress (access) from three drives, two along MLK and one on Alta and is serviced by all local utilities. Most factors, including its location, size, accessibility, proximity to Downtown and the Las Vegas Strip, are positive attributes.

Overall, the physical characteristics of the site are suitable for a number of uses, including a conforming commercial development that is prevalent along this corridor and other major arterials in the area. On the following pages, I have included copies of the Assessor's Parcel Map showing the size and shape of the site and an aerial photograph of the site and the improvements.

ASSESSOR'S PARCEL MAP

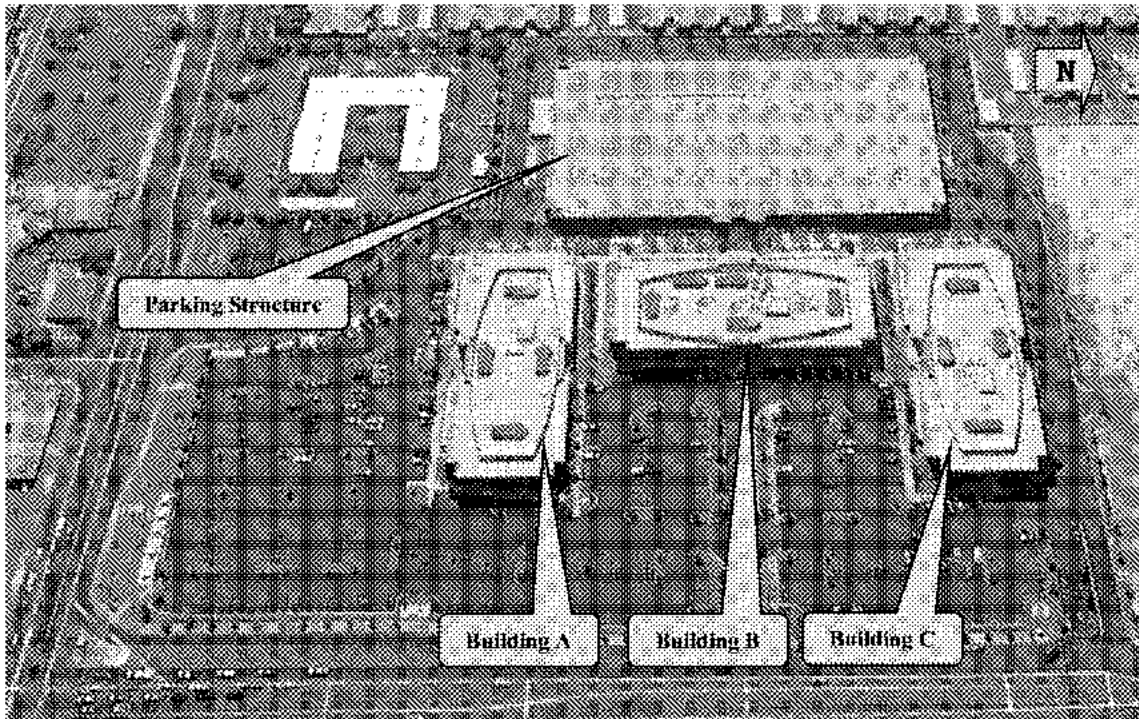


CLARK COUNTY ASSESSOR'S AERIAL PHOTOGRAPH (FLIGHT DATE – FEBRUARY 17, 2013)



IMPROVEMENTS DESCRIPTION AND ANALYSIS

The subject of this analysis consists of a 13.76 net acre corner parcel that is improved with three (3) Class A office buildings and a secured parking structure. Clark County Building Department records indicate that the improvements were constructed on the site in 2011. The following aerial shows the layout of the site and identifies each structure.



Building A is the southern-most building on the site. This is a four (4) story building that contains a total gross building area (GBA) of 118,678 square feet. Building B, which is the middle building, consists of five (5) stories that contain a total GBA of 151,493 square feet. The northern-most building on the site, Building C, is a sister building to Building A. This is another four-story building that contains a total GBA of 118,678 square feet. The total GBA of these three (3) buildings is 388,849 square feet, of which 373,327 square feet is rentable area (RA).

The parking structure is located behind or to the west of Building B. This is a five (5) level secured structure that contains 524,918 square feet with 1,680 marked parking spaces. There is also surface parking on the site that adds another 513 parking spaces. The site is also improved with landscaping along its street frontages, around the buildings and in pockets of the parking areas. Off-site improvements include concrete curbs, gutters, and sidewalks, as well as drives (3) providing ingress and egress along both streets.

The following description of the improvements and basic construction features are based on my 2013 and 2014 property inspection. A copy of the supplied building site plan follows this discussion. The reader is referred to the previous photos on pages 37 through 52 for a visual illustration of the condition of the improvements.

PHYSICAL DESCRIPTION

General Property Type	Three (3) Class A Office Buildings
Size	
Gross Building Area (GBA)	388,849 Square Feet (SF)
Net Rentable Area (RA)	373,327 Square Feet (SF)
Source of SF Information	Supplied Building Plans & Lease
Number of Buildings	Three (3)
Number Stories	Two are Four (4) Story Buildings and One is a Five (5) Story Building
Site Coverage (RA)	62.3%
Land-to-Building Ratio (RA)	1.61:1
Occupancy	100.0%
Number of Tenants	One (1)
Year Built	2011
Actual Age	2 Years
Estimated Effective Age	2 Years
Estimated Physical Life	50 Years
Remaining Economic Life	48 Years
Type/Quality of Construction	Class A, Excellent Quality Office Buildings (Marshall Valuation Service Section 15, Page 17).
Foundation	Reinforced concrete slab on grade
Structural Frames	Steel
Roof	Flat, built-up roofs

INTERIOR DESCRIPTION

Ceiling Cover	Combination of taped, textured and painted sheetrock and suspended acoustical tile in a T-Bar system.
Wall Cover	Combination of taped, textured and painted sheetrock and ceramic tile.
Floor Coverings	Combination of ceramic tile, carpet and vinyl.
Lighting	Suspended, attached, recessed and can fluorescent lighting.
Condition	The improvements are in very good overall condition.

EQUIPMENT AND MECHANICAL SYSTEMS

HVAC	Central Heating and Cooling system that is assumed adequate and to code.
Electrical	Appeared to be in good working order and is assumed to be adequate and to code.
Plumbing	Appeared to be in good working order and is assumed to be adequate and to code.
Fire Protection	The improvements are sprinklered. It is assumed that fire protection measures meet the local fire marshal's requirements for these types of buildings.
Elevator/Stairwells	Each building features two (2) elevators and two (2) stairwells, which appeared to be in good working order and are assumed to be to code.
Condition/Maintenance	The mechanical systems were stated to be in good condition and are assumed adequate and to code.

SITE IMPROVEMENTS

On-Site Parking	
Number of Spaces	Two thousand one hundred ninety-three (2,193) spaces provided.
Type	513 surface spaces (10 of which are accessible) and a 1,680 space, five (5) story secured parking structure (24 of which are accessible).
Adequacy	According to City of Las Vegas Development Code, office uses require 1 space per 300 square feet of building area. Therefore, the subject surpasses the zoning requirement and provides a very desirable level of 5.9 spaces per 1,000 SF.

Landscaping

The property is well landscaped along its street frontages, in pockets of the parking areas and around the buildings. This area is maintained with an automatic irrigation system that was reported to be in good working order.

Drainage and Retention

Assume storm sewer drainage allows water to be collected and drained from the site.

ADA Compliance

I am not an expert in ADA matters and further study would be recommended to assess ADA compliance.

Personal Property

Furniture, fixtures and equipment (FF&E) noted during the inspection have been disregarded in this assignment.

Hazardous Substances

I am not aware of the presence of any hazardous substances at the property; however, I am not qualified to detect such substances. For this assignment, I have assumed that there are no hazardous substances at the property.

Deferred Maintenance

Deferred maintenance refers to needed repairs or replacement of items that should have taken place during the course of normal maintenance. This is measured as the cost of restoring an item to new or reasonably new condition as of the effective date of value. I did not inspect that property on that date, I inspected the property on November 15, 2013 and September 17, 2014, at which time I noted that the improvements appeared to have been well maintained and appeared to be in very good overall condition. Since I am assuming that the property was in similar condition on May 13, 2013, no deduction for deferred maintenance is warranted.

CONCLUSION OF THE IMPROVEMENTS DESCRIPTION

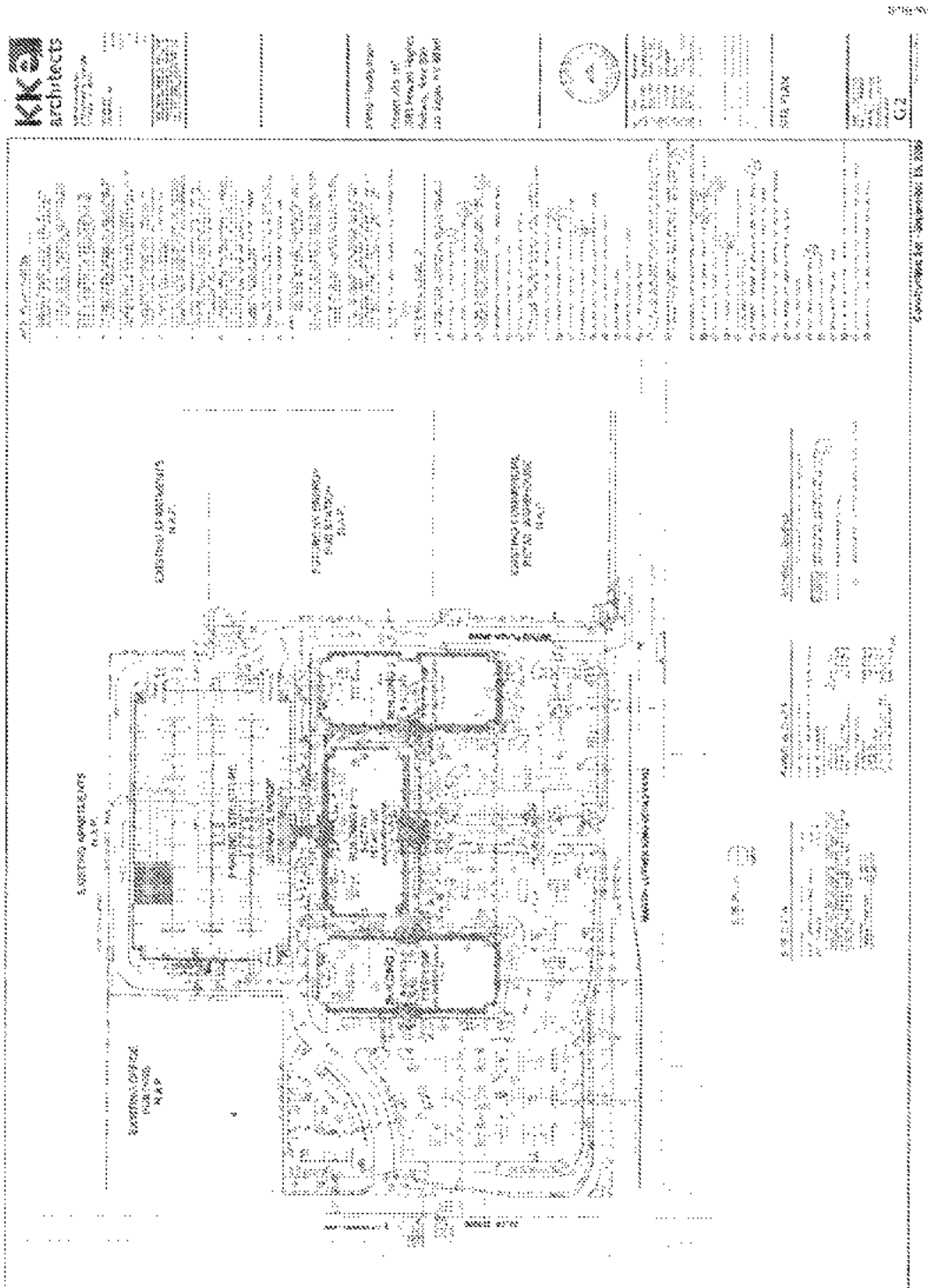
The subject of this analysis consists of three (3) Class A office buildings and a parking structure that were constructed on this 13.76 acre site in 2011. The property is located at a signalized intersection and in close proximity to interchanges with I-15 and US Highway 95. The design of the improvements adequately conforms to the site and contributes to the cohesive design of the property. The quality of materials utilized, the tenant improvement costs alone were reported to be about \$75.00 per square foot, are considered to be at the upper-end of the range when compared to other office buildings in the market area.

As of the effective date of value, the property was 100% leased on a triple net (NNN) basis to Clark County, Nevada and was being operated as the Las Vegas Metropolitan Police Department's Headquarters (Metro IIQ). This is a 30-year lease that commenced on July 1, 2011 and terminates on July 31, 2041. However, there are two (2) options periods of ten (10) years each that could extend the lease another 20 years.

The lease rate began at an annual rate of \$33.00 per square foot on July 1, 2011 with increases scheduled for the Rent Adjustment Commencement Date, which began with August 1, 2012. For the first six (6) Rent Adjustment Commencement Dates the Base Rent Adjustment is set at two percent (2%). The adjustments after that period are tied to a Consumer Price Index (CPI). The CPI used in this lease is the most current Consumer Index-All Items (1982 - 84 = 100), U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics.

The reader is referred back to the photographs taken during the inspection on pages 37 through 52 for visual illustration of the exterior and interior of these buildings and to the following page for a copy of the site plan prepared by KKE of Nevada, Inc., on September 15, 2009.

SITE PLAN



HIGHEST AND BEST USE ANALYSIS

The purpose of the highest and best use analysis is to determine the optimal use of the subject property. The purpose of the "as vacant" analysis is to determine if the property should be developed, and if so, what use the property should be developed with.

Highest and best use is often looked upon as a sifting out process. Many uses can be eliminated from reasonably probable consideration by investigating legal permissibility, physical possibility, financial feasibility, and maximum profitability of a site. Typically one is left with one or several reasonably probable uses for a site before determination of which use may be maximally productive.

HIGHEST AND BEST USE OF A SITE AS THOUGH VACANT

The definition of Highest and Best Use of land or a site as though vacant is defined in the Dictionary of Real Estate Appraisal, 5th Edition, 2010 as follows:

"Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements."

The following presents my analysis of the legally permissible, physically possible, financially feasible, and maximally productive use of the subject property as if vacant.

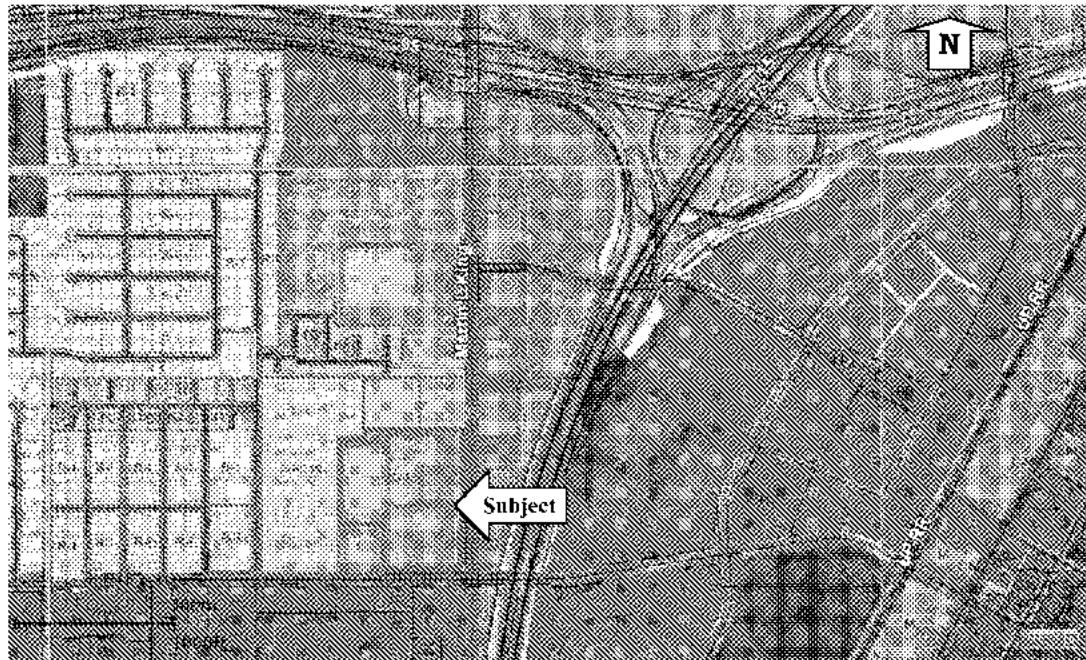
Legally Permissible

The larger site is zoned C-1 (Limited Commercial District), under the jurisdiction of the City of Las Vegas. This district was intended to provide most retail shopping and personal services, and may be appropriate for mixed use developments. The C-1 district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. The C-1 district is consistent with the Service Commercial and the Neighborhood Center categories of the General Plan.

In addition, the property is located within the City of Las Vegas Downtown Redevelopment District and the Future Land Use Map identifies the larger site as being Mixed Use. A copy of the City of Las Vegas Redevelopment Map is located within an earlier section of this report.

The majority properties located along the western side of MLK between Alta Drive and the Oran Gragson Freeway have a similar C-1 zoning designation, while the majority properties located along the eastern side of MLK have M (Industrial District) zoning. As for the development trend, both sides have been developed with retail, office and light industrial uses, with a multi-family apartment complex being developed on the western side of MLK near its on-ramp to east-bound US 95.

The light industrial uses are basically a couple of self-storage facilities and the warehouse buildings that are attached to the furniture stores located in the area. The zoning map located on the following page shows the zoning of the surrounding area and identifies the larger subject property.



I have not been provided with a current title report or land survey that could reveal any other codes, covenants, or restrictions that could affect the legal permissibility of any use at the larger subject site. Only typical utility easements would be expected and they generally do not impact the use of a site.

After considering the zoning and predominate uses along this corridor, only conforming commercial development will be given further consideration in determining highest and best use of the larger site, as though vacant and available for development.

Physically Possible

What uses are physically possible of the larger site? In the previous section of this report, I discussed the physical characteristics of the property. Physically, the larger site consists of a 13.76 acres or 599,386 square foot corner site that enjoys approximately 890 feet of frontage along MLK, and 465 feet of frontage along Alta Drive/Bonneville Avenue.

The site is basically level and at grade with surrounding land and both streets, and according to the Federal Emergency Management Agency Map, the property is not located within a flood hazard area. There are no environmental hazards known to be within the boundaries of the subject property and all necessary utilities are available.

The physical characteristics of the larger site should reasonably accommodate any use that is not restricted by its size. The location of the property along a corridor that is predominately developed with commercial type uses provides support for a conforming commercial development. Therefore, the legally permissible and physically possible attributes of the larger site suggest the most likely use of the property would be a commercial development.

Financially Feasible

The feasible uses of this site are related to the zoning and the development trend in this area. As for economically feasible uses, I looked at the overall health of the commercial markets in this area as this type of use has emerged as a legally permissible and physically possible use of this site. This would include both retail and office uses. Therefore, I researched the overall health of these markets.

The Collier's International Q1 2013 Retail Market Report reflected that the vacancy rate in the subject's Downtown submarket at the end of the 1st quarter of 2013 was 10.0%, which is slightly above the 9.7% reported in the prior quarter. And, this is nowhere near the 2.5% reflected back in 2005. As for rental rates, they were up \$0.01 per square foot from the prior quarter to \$0.78 per square foot, but the average asking rate in this area is down \$0.43 per square foot (36%) from the 1st quarter of 2009.

Next, I looked at the office market. According to most relevant office market data, the Las Vegas office market vacancy rate at the end of the 1st Quarter 2013 was 21.7%, but had been edging down for the past five quarters. In comparison, the vacancy rate in the subject's Downtown submarket, which has the lowest vacancy rates in the valley, was at 11.1% at the end of the 1st quarter 2013. However, overall, the office market is still losing employees and with that, this sector is stuck between recovery and stagnation.

Maximally Productive

Based on the reasonably probable development scenarios and the potential values that could be created, I have concluded that the use that was maximally productive as of the effective date of value would have been to hold the property until the local economy shows sustained recovery, and job growth and the commercial markets returned to a balanced situation. At that time it should support a commercial development, which was the legally permissible and physically possible use of the larger site.

CONCLUSION

The previous information suggests that holding the larger property for future development was the use that best met the four tests of highest and best use "as if vacant" as of the effective date of value, May 13, 2013. Therefore, holding the property for future development is concluded to be the highest and best use of the larger property as if vacant and available for development.

MOST PROBABLE BUYER

Based on the characteristics of the larger property, as if vacant, the likely buyer would have been a local or regional investor that would look to hold the property while monitoring the economy for the next several years and then either developing the site or selling it for that purpose.

VALUATION ANALYSIS

VALUATION METHODOLOGY

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land, or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market, or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Since I must first estimate the value of the underlying land, neither the Income Capitalization Approach nor Cost Approach has been used in this analysis. Since land is generally not purchased for its income potential in Las Vegas and the Cost Approach is not considered applicable when appraising vacant land, only the Sales Comparison Approach will be used as it is considered to be the best method to estimate market value of vacant land in this area.

Therefore, I will first estimate the market value of the fee simple estate in the larger site (the "before situation"). After concluding this value, I will estimate the value of the area to be acquired for the PE as part of the whole. After concluding that value, I will analyze the remainder after the taking of this easement to ascertain if there are any damages or special benefits accruing to the remainder of the property. I will then estimate the value of the TCE before arriving at an estimate of the just compensation that is due to the property owner as of the effective date of value.

SALES COMPARISON APPROACH – LAND VALUE

The Sales Comparison Approach is based upon the principle that the value of a property tends to be set by the price at which comparable properties had been sold or the price for which comparable properties could have been acquired. This approach requires analysis of vacant land sales comparable to the subject property. I made every effort to acquire accurate information regarding price, terms, property description, and use. This was part of my primary research in the preparation of this report.

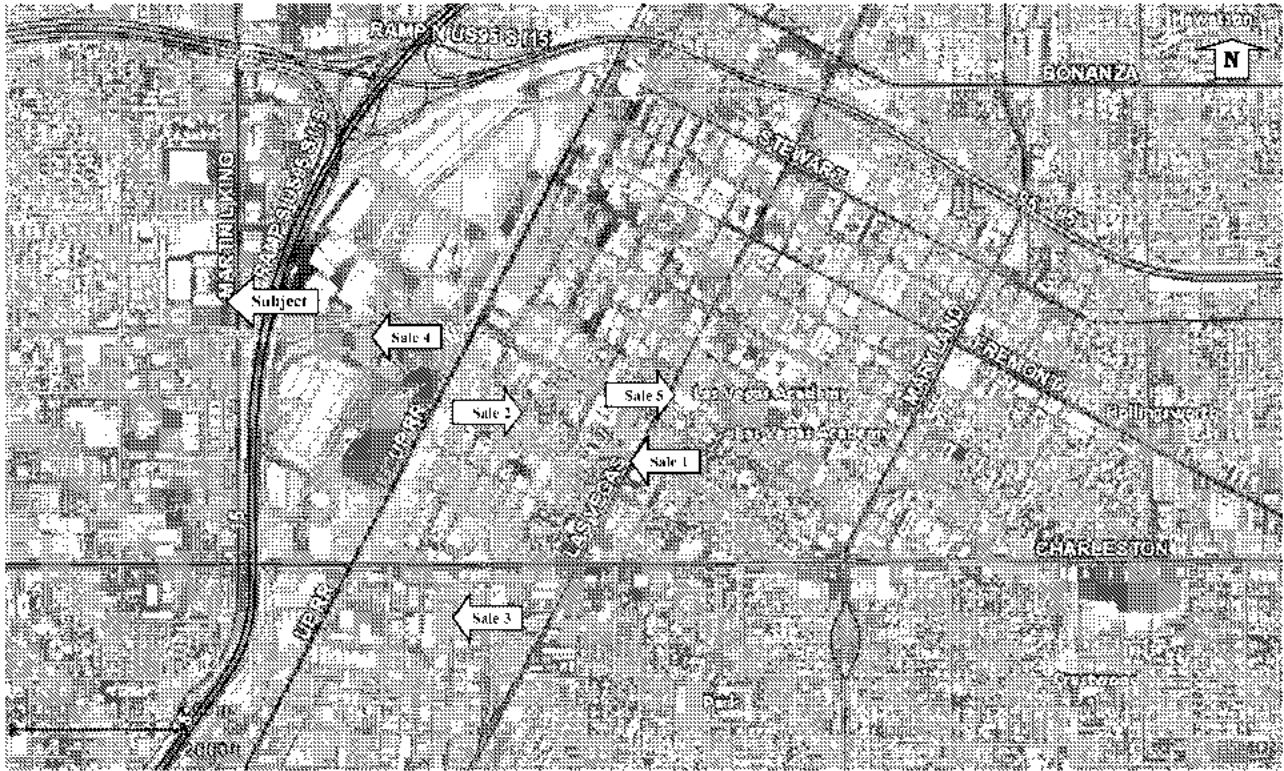
For this analysis, I found five (5) sales in the area that closed escrow between September of 2011 and April of 2013 and commanded unit prices ranging from \$20.00 to \$82.12 per square foot. In analyzing these sales, I selected the price per square foot of land as the operative unit of comparison as of the effective date of value. This is the unit of comparison most commonly quoted by brokers, sellers, and purchasers when discussing these sales transactions and is considered the most relevant for the subject.

The following Summary of Comparable Land Sales displays the data pertinent to this analysis. A map identifying the location of each sale in respect to the location of the subject property is on the following page. Abstracts with additional information and aerial photographs of each site follow the map. The first aerial reflects the location of the comparable in relation to the subject; the second is a closer look at the site near the date of sale.

COMPARABLE LAND SALES

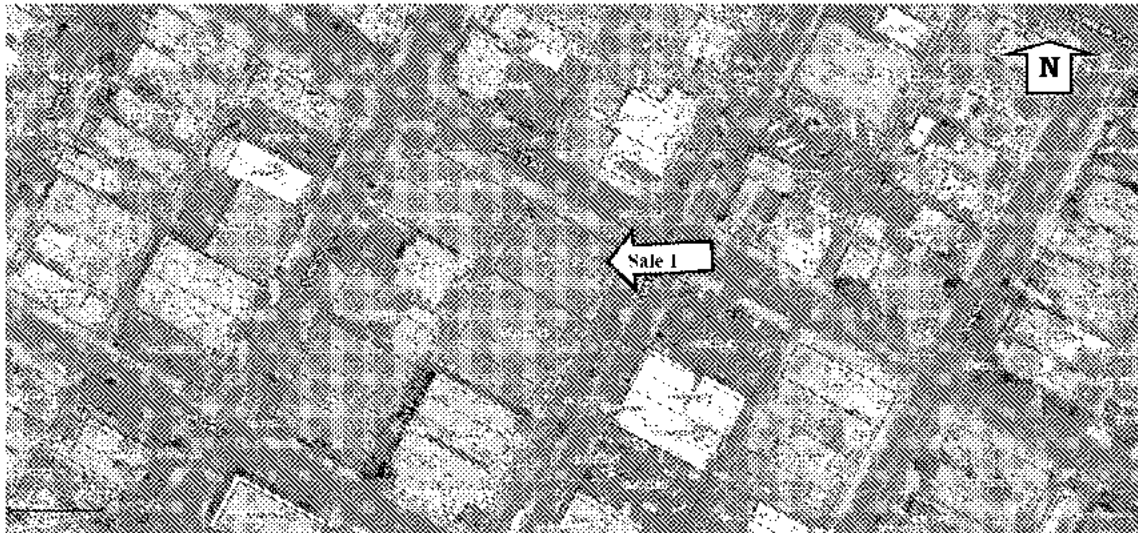
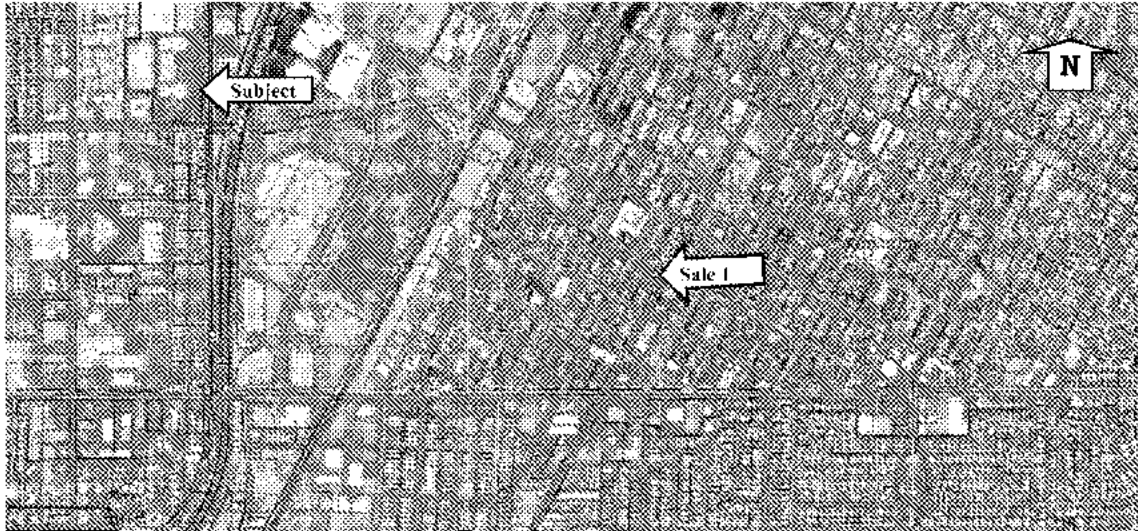
#	LOCATION/ APN	SALE DATE	SALE PRICE	LAND SF	PRICE/ SF
1	SWC Las Vegas Boulevard South & Garces Avenue 139-34-410-154	04/09/13	\$ 700,000	14,000	\$ 50.00
2	SEC S. 1st Street & Garces Avenue 139-34-310-020 & 021	12/21/12	\$ 700,000	35,000	\$ 20.00
3	SWC Casino Center Boulevard & Colorado Avenue 162-03-110-061, 135 & 136	10/22/12	\$ 440,000	21,000	\$ 20.95
4	SWC Grand Central Parkway & Bonneville Avenue 139-33-710-004	05/23/12	\$16,025,000	195,149	\$ 82.12
5	SEC Las Vegas Boulevard South & Clark Avenue 139-34-310-061 thru 063, 076 & 139-34-710-001	09/26/11	\$ 2,870,000	40,946	\$ 70.09
	400 South Martin L. King Boulevard	N/A	N/A	599,386	N/A
	SUBJECT PROPERTY				

COMPARABLE LAND SALES MAP



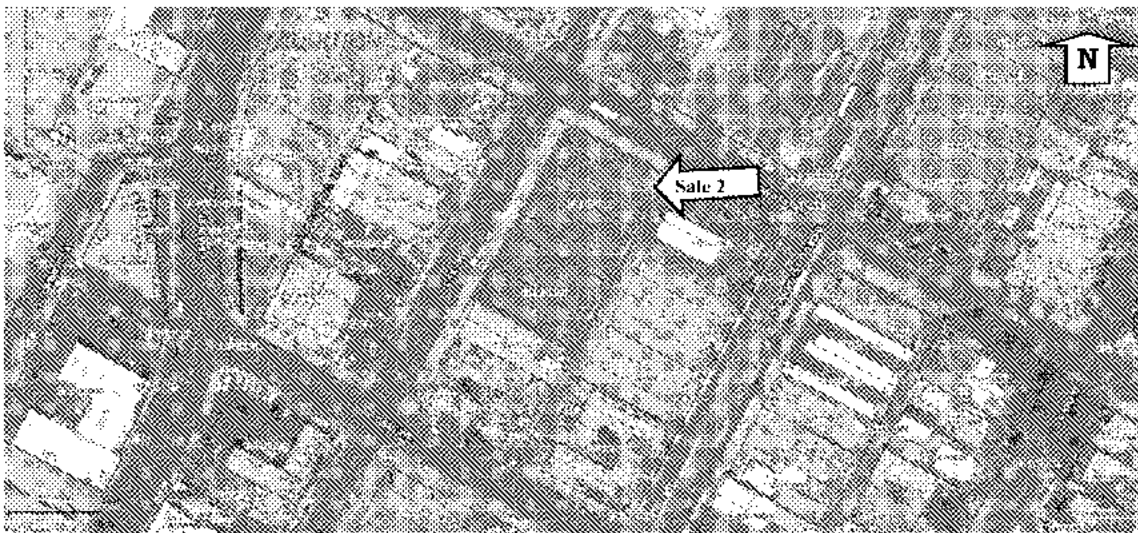
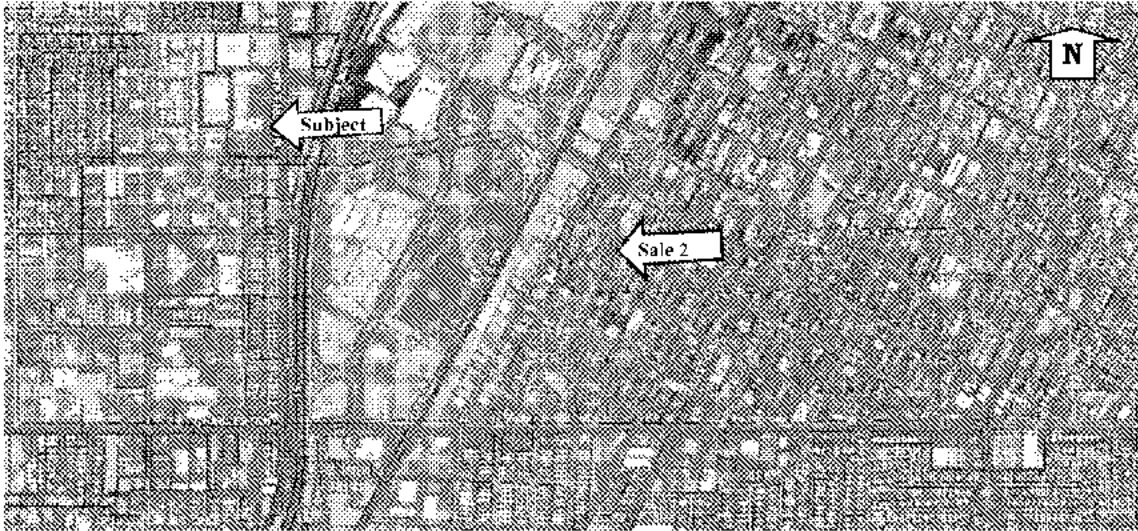
COMPARABLE LAND SALE 1

Location	SWC Las Vegas Boulevard South & Garces Avenue	Close Date	4/9/2013
APN	139-34-410-154	Sale Price	\$700,000
Grantor	Vegas Valley Corporation	Cash Equivalency	\$700,000
Grantee	Proview Series 22, LLC	Acres	0.32
Confirmed	Broker/Co-Star/County Records/Deed	Price/AC	\$2,178,000
Zoning	C-2, Las Vegas	Square Feet	14,000
Doc. No.	20130409:00196	Price/SF	\$50.00



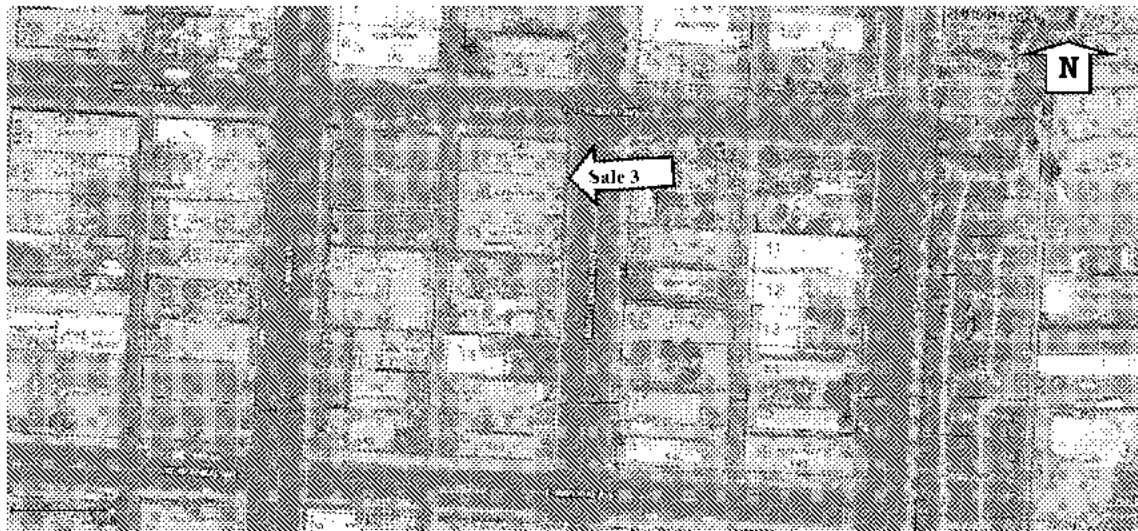
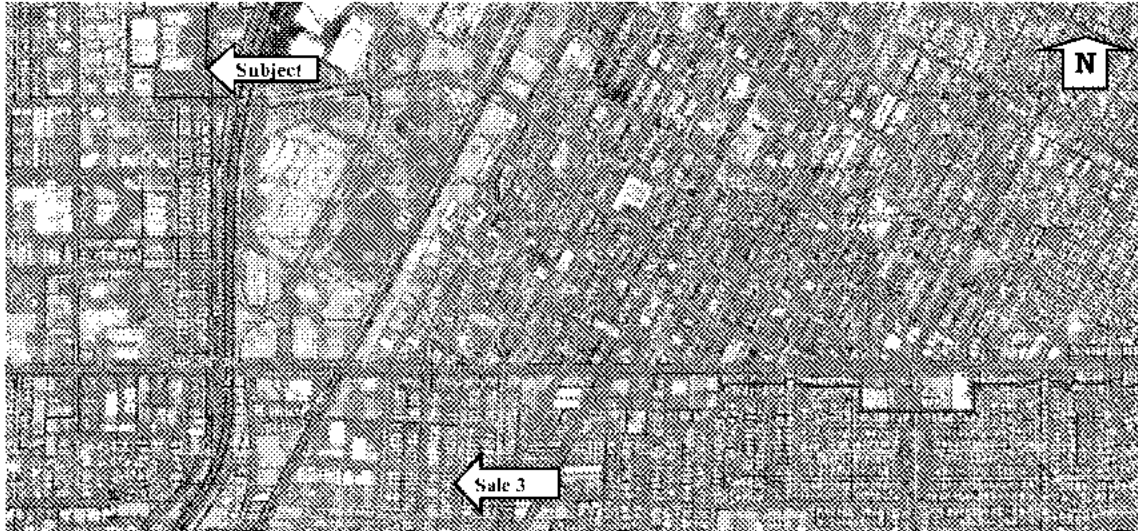
COMPARABLE LAND SALE 2

Location	SEC S. 1st Street & Garces Avenue	Close Date	12/21/2012
APN	139-34-310-020 & 021	Sale Price	\$700,000
Grantor	South First, LLC	Cash Equivalency	\$700,000
Grantee	Downtown Portfolio, Inc.	Acres	0.80
Confirmed	Buyer/Co-Star/County Records/Deed	Price/AC	\$871,200
Zoning	C-M, City of Las Vegas	Square Feet	35,000
Doc. No.	20121221:04234	Price/SF	\$20.00



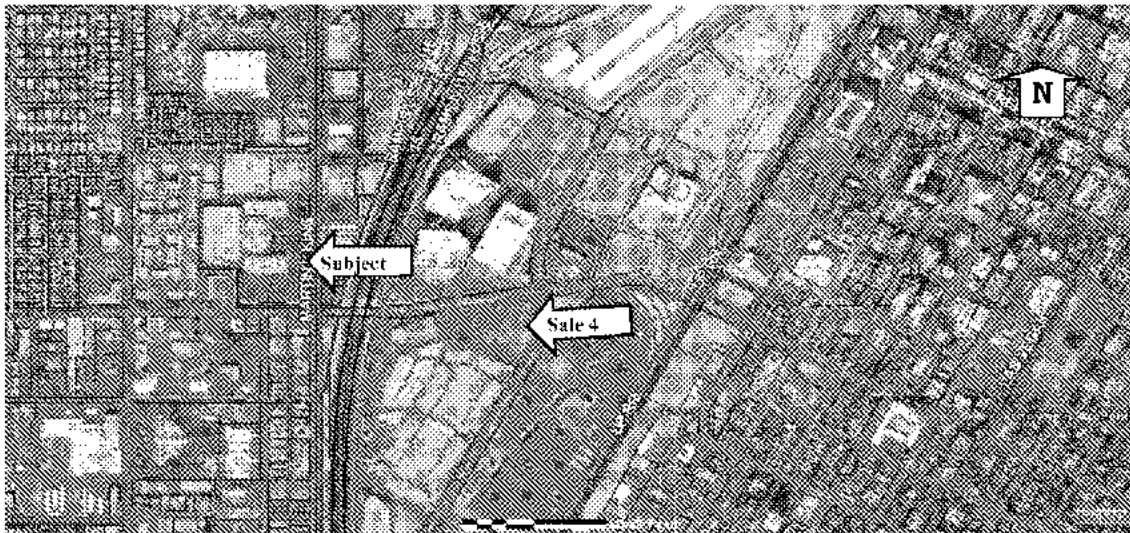
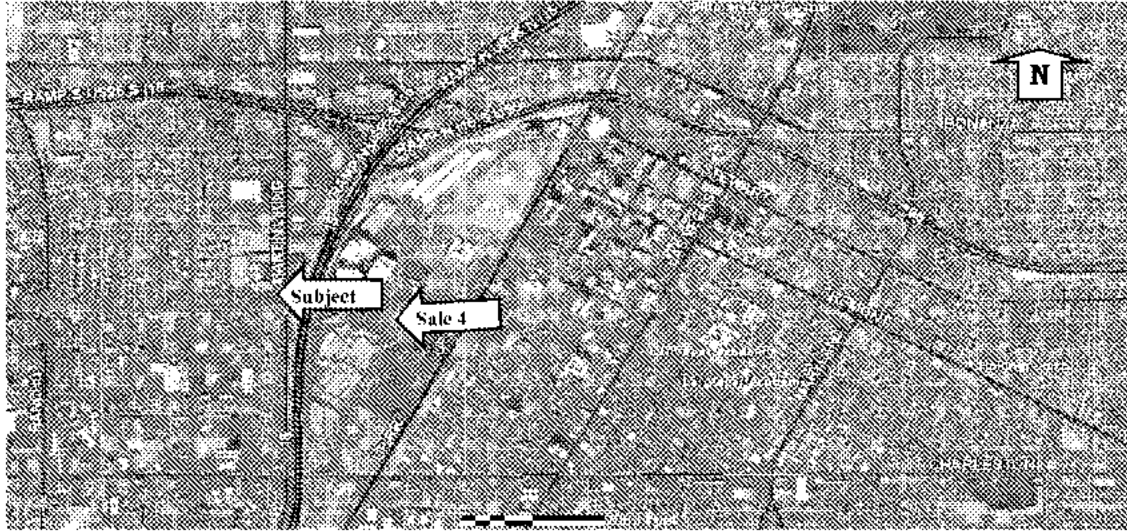
COMPARABLE LAND SALE 3

Location	SWC Casino Center Boulevard & Colorado Avenue	Close Date	10/22/2012
APN	162-03-110-061, 135 & 136	Sale Price	\$440,000
Grantor	Mythic Management, LLC	Cash Equivalency	\$440,000
Grantee	Raul & Maria Gil	Acres	0.48
Confirmed	Seller/Co-Star/County Records/Deed	Price/AC	\$912,686
Zoning	C-2, Las Vegas	Square Feet	21,000
Doc. No.	20121022:02522	Price/SF	\$20.95



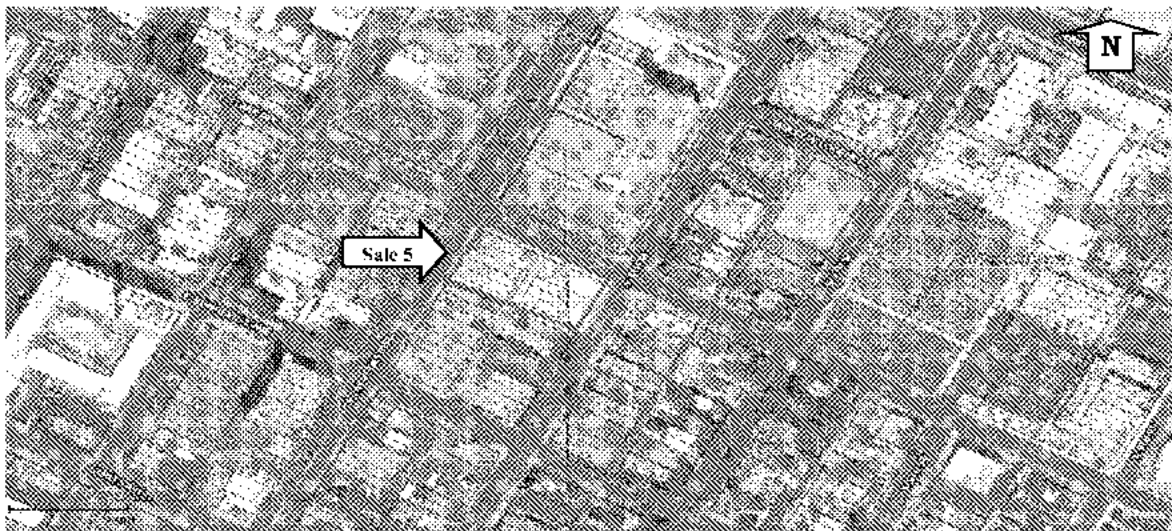
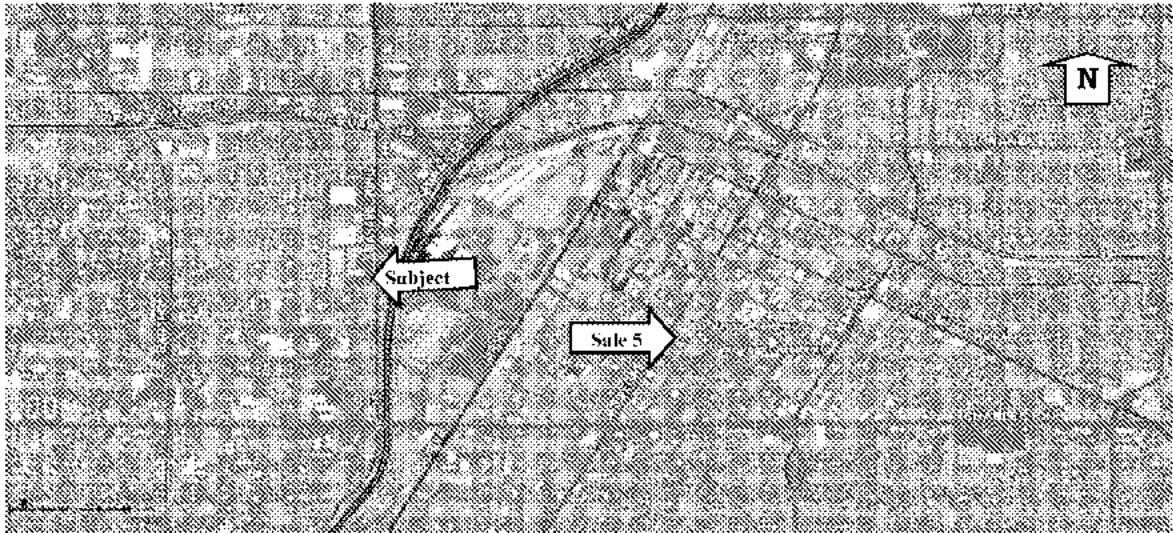
COMPARABLE LAND SALE 4

Location	SWC Grand Central Parkway & Bonneville Avenue	Close Date	5/23/2012
APN	139-33-710-004	Sale Price	\$16,025,000
Grantor	T-W HR, LLC	Cash Equivalency	\$16,025,000
Grantee	900 Fremont, LLC	Acres	4.48
Confirmed	Seller/Co-Star/County Records/Deed	Price/AC	\$3,577,009
Zoning	C-2, Las Vegas	Square Feet	195,149
Doc. No.	20120523:01682	Price/SF	\$82.12



COMPARABLE LAND SALE 5

Location	SEC Las Vegas Bl. S. & Clark Avenue	Close Date	9/26/2011
APN	139-34-310-061, 062, 063, 076 & 710-001	Sale Price	\$2,870,000
Grantor	City of LV Downtown Redevelopment Agency	Cash Equivalency	\$2,870,000
Grantee	Las Vegas Ice, LLC	Acres	0.94
Confirmed	Seller/Co-Star/County Records/Deed	Price/AC	\$3,053,191
Zoning	C-2, City of Las Vegas	Square Feet	40,946
Doc. No.	20110926:05479	Price/SF	\$70.09



ADJUSTMENT PROCESS

The adjustment process is typically applied through either quantitative or qualitative analysis. Quantitative adjustments are often developed as dollar or percentage amounts, while qualitative adjustments are expressed through relative comparison.

Due to the difficulty involved in adequately supporting such adjustments and the widely divergent market data that exists, I applied qualitative adjustments for attributes clearly inferior or superior to the subject. Based on my research, this approach reflects local market reality. Market participants can often identify superior or inferior characteristics when comparing properties. However, few buyers or sellers apply specific percentage or dollar-amount adjustments for particular differences. In contrast, they view a property overall and form an opinion as to whether one is worth more or less than another. I employed a similar method in the following analysis.

COMPARABLE SALES

Sale 1 - Comparable 1 involves a 14,000 square foot site zoned C-2 at the southwest corner of Las Vegas Boulevard South and Garces Street. The property had 100 feet of frontage on Las Vegas Boulevard and 140 feet of frontage on Garces Street. This property sold in April of 2013 for \$700,000 or \$50.00 per square foot, which had been the asking price. The site was improved with a parking lot at the time of sale.

In comparing Sale 1 to the subject, I first considered the conditions of sale involved an adjacent land owner. However, the property sold for the asking price, indicating that there was no premium paid. The date of sale, potential use and inclusion of off-site improvements are similar to the subject; however, this site enjoys frontage on Las Vegas Boulevard South. This location is superior to that of the subject and warrants a substantial downward adjustment. The other difference noted involves site size. Typically, smaller sites command a premium over larger sites due to supply and demand. However, large parcels in the CBD are rare and based on recent sales the market is paying a premium for them. While an upward adjustment for the size difference is suggested, the location difference indicates that the unit price of \$50.00 per square foot commanded by this site is above what the subject could have commanded on May 13, 2013.

Sale 2 - Comparable 2 involves a 35,000 square foot site zoned C-M at the southeast corner of 1st Street and Garces, which is west of Sale 1 in a less desirable portion of the CBD. The property had 250 feet of frontage on 1st Street and 140 feet of frontage on Garces Street. This property sold in December of 2012 for \$700,000 or \$20.00 per square foot. The site was also improved with a parking lot at the time of sale.

In comparing Sale 2 to the subject, I considered that this was a recent sale of a smaller size property in the CBD. However, this site is located on a minor thoroughfare in a less desirable area. This location is inferior to that of the subject and warrants an upward adjustment. Another upward adjustment for the size is required. Since the only adjustments are upward, the unit price of \$20.00 per square foot commanded by this site is concluded to be below what the subject could have commanded on May 13, 2013.

Sale 3 - Comparable 3 involves a 21,000 square foot site zoned C-M at the southwest corner of Casino Center Boulevard and Colorado Avenue, which is south of Charleston Boulevard in a less desirable portion of Downtown Las Vegas. The property had 150 feet of frontage on Casino Center Boulevard and 140 feet of frontage on Colorado Avenue. This property sold in October of 2012 for \$440,000 or \$20.95 per square foot. The site was vacant and unimproved at the time of sale.

In comparing Sale 3 to the subject, I considered that this was a fairly recent sale of a smaller site with an inferior location. I first applied a substantial upward adjustment for the location difference. I then applied another upward adjustment for the size difference. Again, the only adjustments are upward. Therefore, the unit price of \$20.95 per square foot commanded by this site is also concluded to be below what the subject could have commanded on May 13, 2013.

Sale 4 – Comparable 4 consists of a 195,149 square foot site located at the southwest corner of Grand Central Parkway and Bonneville Square in Symphony Park, which is just east of the subject property on the other side of I-15. The other three corners of this intersection are improved with the World Market Center, the Cleveland Clinic Lou Ruvo Center for Brain Health and the Clark County Government Center. And, adjacent to the southwest boundary of this site is Simon Property Group's Las Vegas Premium Outlets Mall. This sale transferred on May 23, 2012 for \$16,025,000 or \$82.12 per square foot. This site was improved with an asphalt paved parking lot and full off-site improvements, including a landscape buffer along both streets and the Outlet Mall entrance drive off of Grand Central Parkway.

In comparing this sale to the subject property, I first considered that the buyer owned the adjacent site and wanted this site for their planned expansion of their outlet mall. Based on my research, which included discussions with several brokers active in this area and representatives of the Las Vegas Redevelopment Agency, this transaction warrants a downward adjustment for the conditions of sale as the buyers paid a premium to acquire this site after the seller had announced plans to develop it. I also applied downward adjustments for its superior location in the Symphony Park. As for size, it is similar large desirable site, therefore, no size adjustment required. Since each of the adjustments is downward, the unit price of \$82.12 per square foot is indicated to be above what the subject site could have commanded in May of 2013.

Sale 5 Comparable 5 consists of a 40,946 square foot site located at the southeast corner of Las Vegas Boulevard South and Clark Avenue. This site, which is located across from the Lloyd George Federal Courthouse, is being developed with a 10-story office building that will house the US Attorney's offices and the U.S. Immigration and Customs Enforcement ICE Agency. According to representative of the City of Las Vegas Redevelopment Agency, this sale transferred on September 26, 2011 for \$2,870,000 or \$70.09 per square foot.

In comparing this sale to the subject property, I concluded there are differences in location and size. Based on my research, this property has a substantially superior location on Las Vegas Boulevard South across from a Federal Courthouse. However, it is a much smaller site, which requires an upward adjustment. Again the superior Las Vegas Boulevard South location has been given the most weight, which suggests that the unit price of \$70.09 per square foot is above what the subject could have commanded in May 2013.

LAND VALUE CONCLUSION BEFORE THE ACQUISITION

I have analyzed five closed sales in the general area of the subject. I have compared each of these sites to the subject and concluded that the subject's unit value in May of 2013 would have been between that commanded by Sales 1 and 3, which sold for approximately \$21 and \$50 per square foot respectively.

Based on the unit prices being commanded for sites with similar potential in the downtown area, and after considering the definition of market value used in this analysis, I have concluded that the unit value of the subject property, as if vacant on May 13, 2013, was \$30 per square foot. This results in a land value indication as follows:

Sales Comparison Approach to Value	
Estimated Value per SF	\$ 30.00
Site's Square Feet	599,386
Indicated Land Value - "As If Vacant"	\$ 17,981,568
Rounded to:	\$ 17,981,500

DIAGRAM OF PERMANENT EASEMENT (PE)

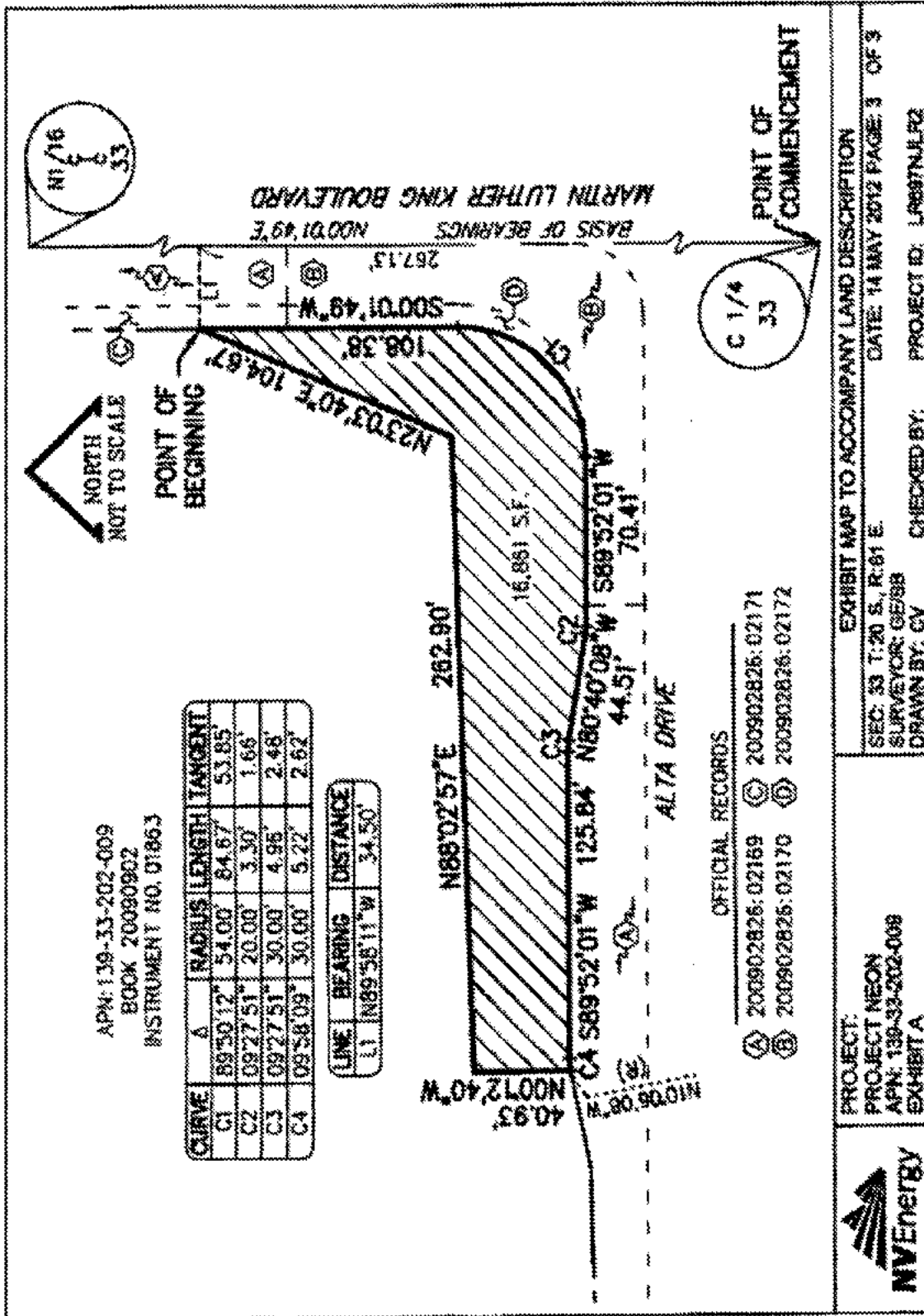


DIAGRAM OF PE - CONTINUED

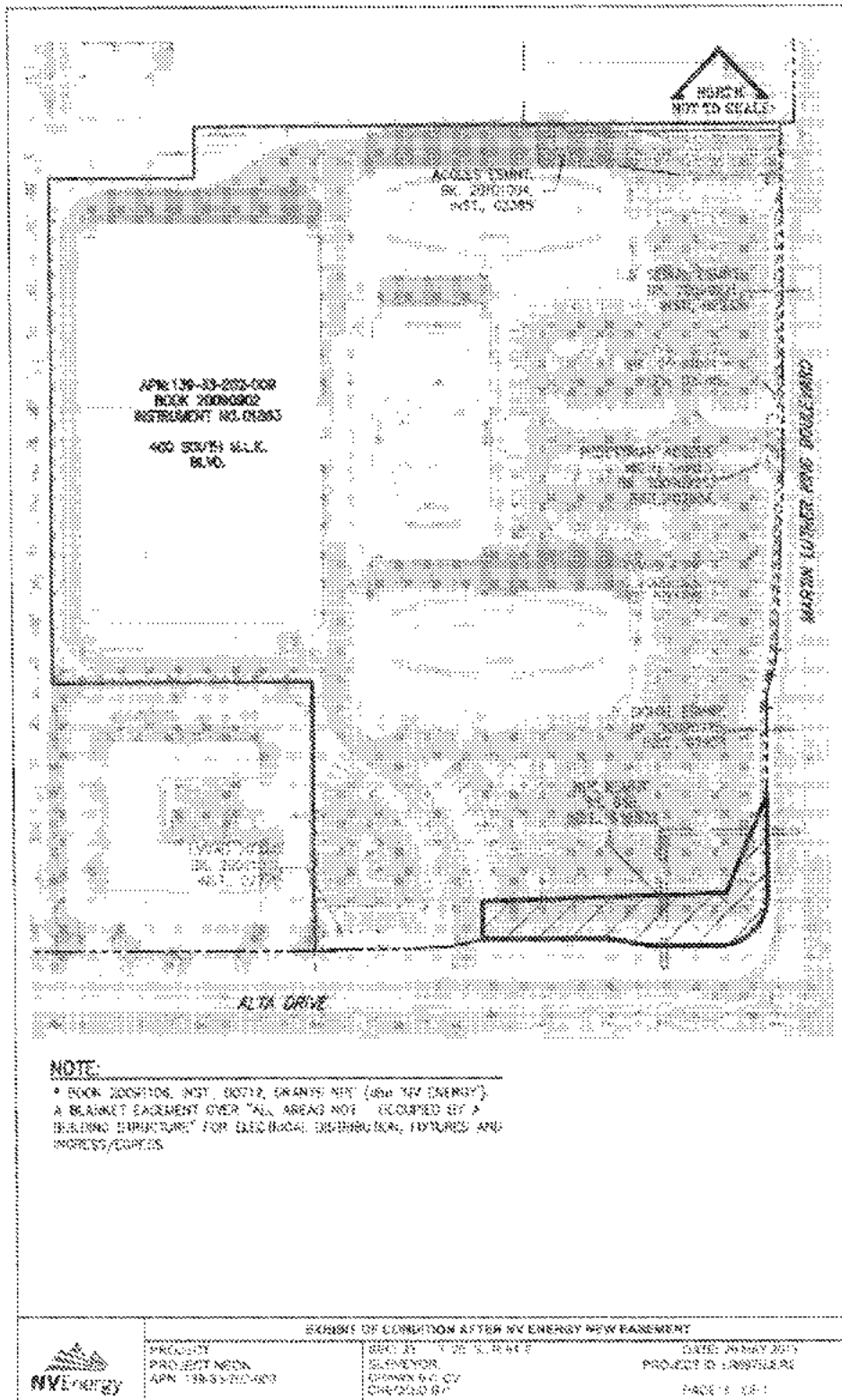


DIAGRAM OF PE - CONTINUED

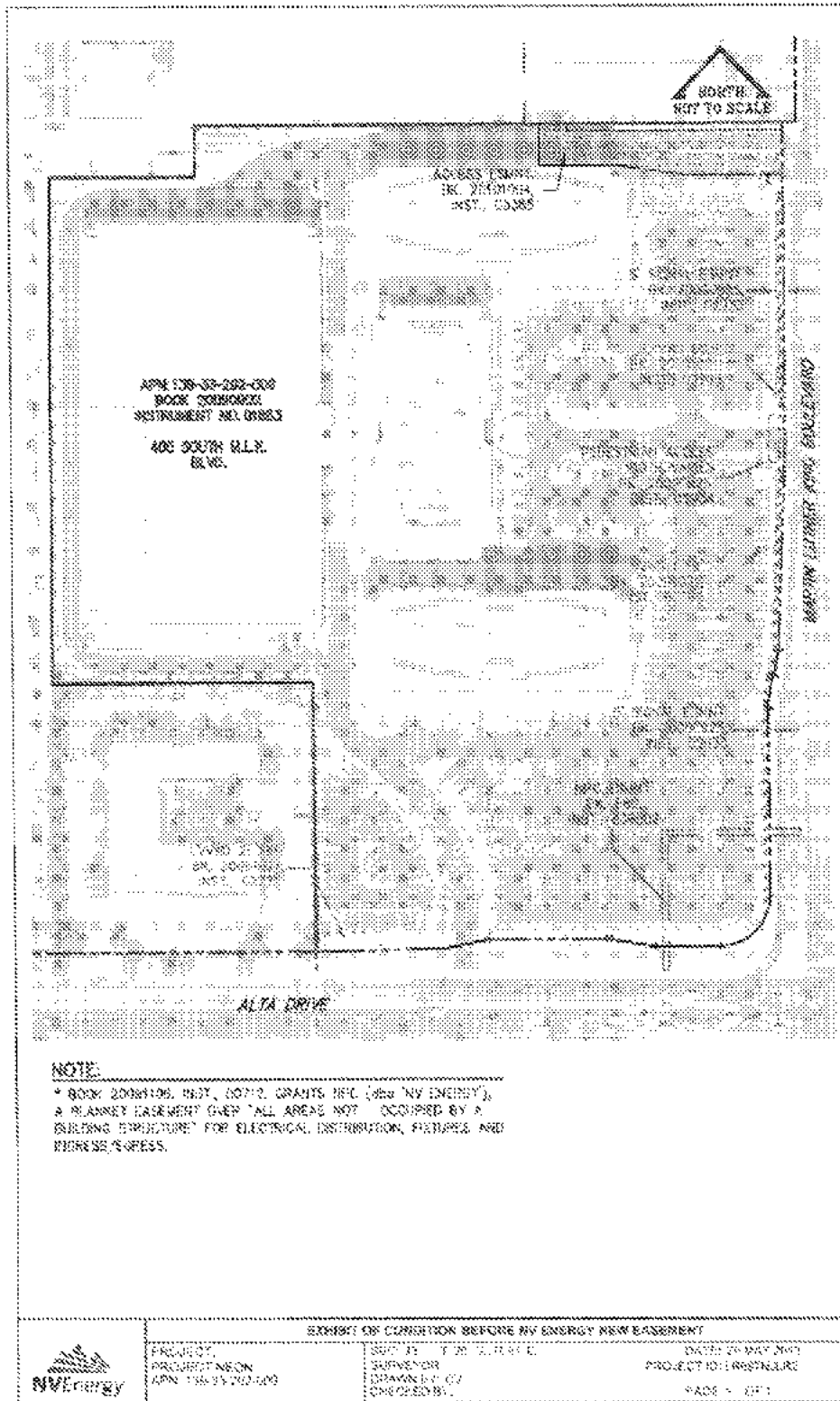
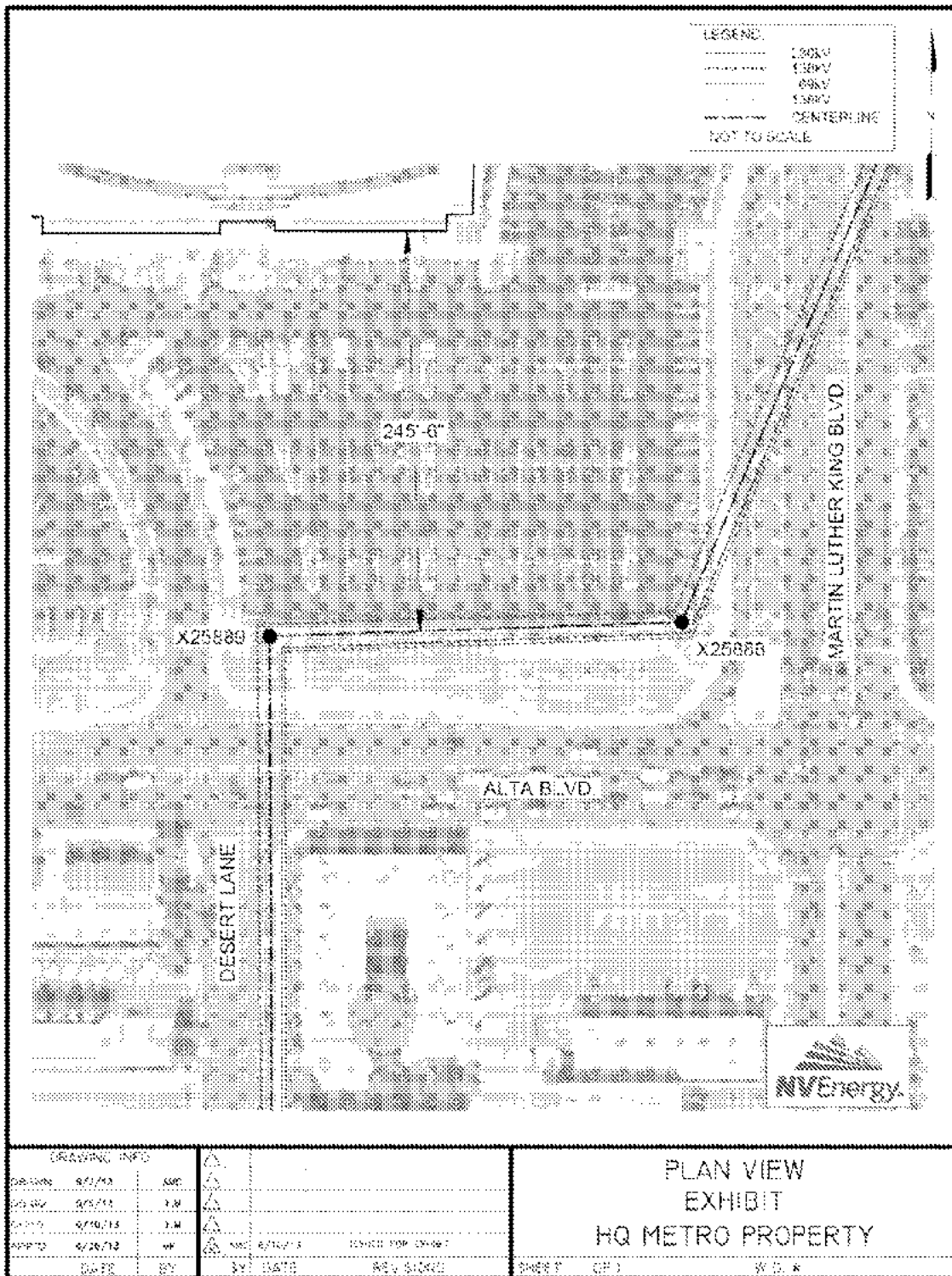


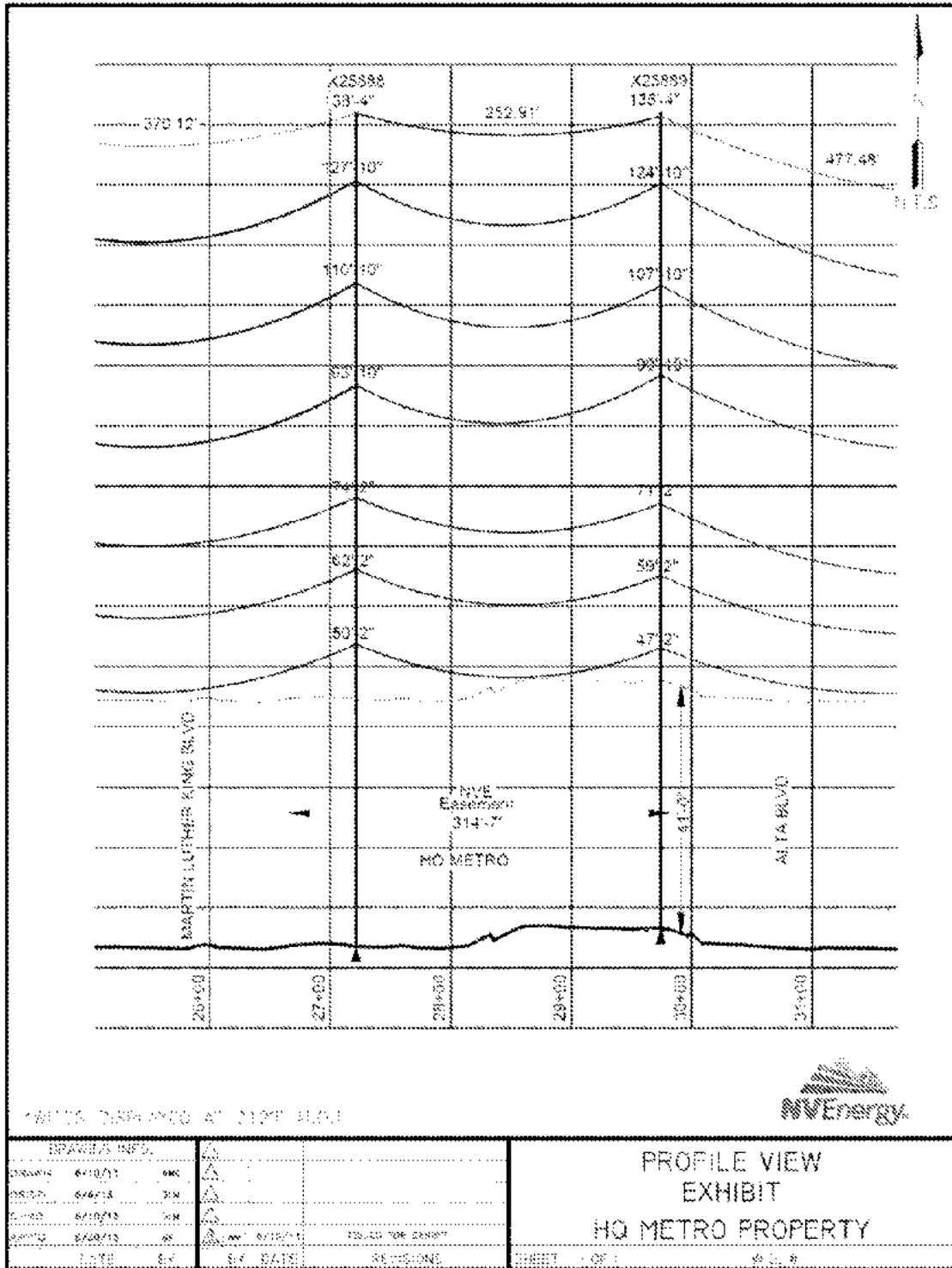
DIAGRAM OF PE - CONTINUED



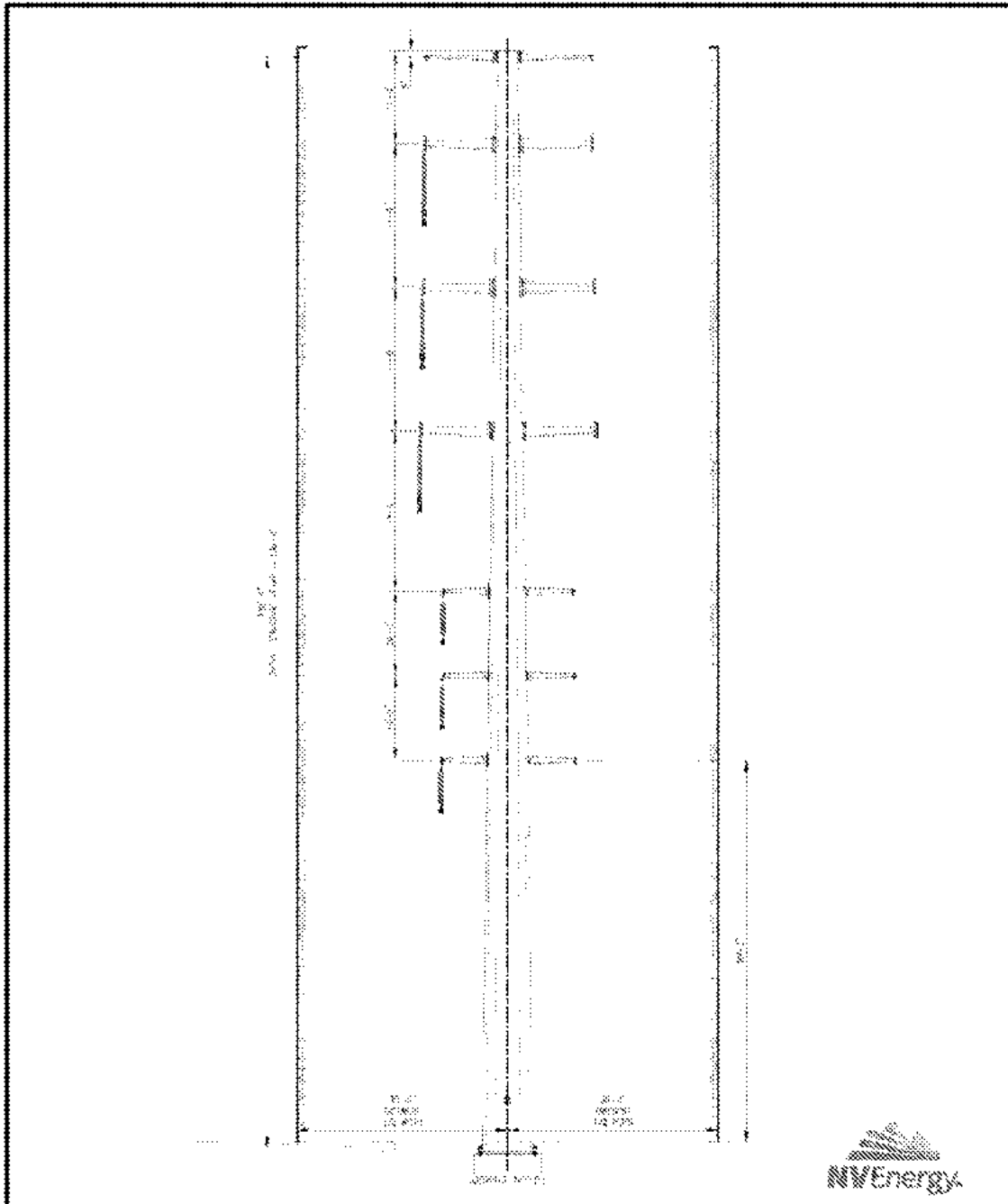
DRAWING INFO		DATE	BY	SCALE	REVISIONS
DESIGNED	6/1/13	ASAC			
DRAWN	6/1/13	J.W.			
CHECKED	6/10/13	J.M.			
APPROVED	6/26/13	WF			
DATE	BY	SCALE	REVISIONS	SHEET	OF 1

PLAN VIEW
 EXHIBIT
 HQ METRO PROPERTY

DIAGRAM OF TWO (2) POLES PROPOSED FOR THE PE THE SITE



DESCRIPTION OF POLES PROPOSED FOR THE PE THE SITE - CONTINUED



DRAWING INFO.			REVISIONS		SHEET 1 OF 1	W.O. #
DATE	BY	BY	DATE	REVISIONS		
8/15/12	ZMC					
8/21/12	RLN					
8/22/12	RLN					
8/23/12	GP		8/23/12	ISSUED FOR EXHIBIT		

STRUCTURE DIAGRAMS
EXHIBIT
HQ METRO PROPERTY

DESCRIPTION OF THE PROJECT

It is my understanding that these easements are part of an electrical transmission line relocation project that is related to the Nevada Department of Transportation's (NDOT's) Project Neon. Project Neon is NDOT's name for their plans to widen Interstate 15 (I-15) from just south of Sahara Avenue to the U.S. Highway 95 interchange, (the "Spaghetti Bowl"). This project is also to include a High Occupancy Vehicle (HOV) connector between U.S. 95 and I-15, reconstruction of the I-15/Charleston Boulevard interchange, direct HOV access ramps at Wall Street, new lane configurations at Oakey Boulevard and Wyoming Avenue, and improvements to local access streets downtown. This is to be a multi-phase project that is expected to take about 20 years to complete.

DESCRIPTION OF THE EASEMENT AREA TO BE ACQUIRED

Based on the information provided, Nevada Power is acquiring a new permanent easement (PE) along the eastern and southern boundaries of the larger subject site. I have included a diagram of the area to be acquired, along with a description of that easement and a legal description of that area in Addendum D.

According to the information provided, the total area to be encumbered by the easement contains 16,861 square feet. This PE begins on the subject site just north of the northwest corner of MLK and Alta, where it comes to a point. It will then travel south along the sites eastern boundary before turning west along its Alta frontage where it widens and then narrows. The easement will terminate approximately 280 feet west of the MLK, where it will be 40.93 feet wide.

The following is the description included in the Complaint.

Nevada Power Company, a Nevada corporation, d/b/a NV Energy and its successors and assigns ("NV Energy"), for use by them and their employees and contractors, hereby acquire a perpetual right and easement:

1. to "construct, operate, add to, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, and through the property described in **Exhibit "A** hereto (the "**Easement Area**");
2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area and the property described in Exhibit "B" hereto (the "**Property**");
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from the Easement Area and the Property; and
4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as NV Energy may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

NV Energy will be responsible for any damages, proximately caused by NV Energy negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by the property owners and located on the Easement Area after the date that NV Energy obtains occupancy of the Easement Area pursuant to NRS Chapter 37. However, this paragraph does not apply to, and NV Energy is not responsible for, any damages caused when NV Energy exercises its rights under numbered Paragraph 4 above.

The property owner covenants for the benefit of NV Energy, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of NV Energy (which NV Energy will not unreasonably withhold), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. NV Energy and the property owner must document NV Energy's consent by both NV Energy and the property owner signing NV Energy's standard, recordable use agreement. The property owner retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with NV Energy's rights herein and are in all respects consistent with NV Energy's rights herein, NV Energy's electrical practices, and the National Electrical Safety Code.

EASEMENT VALUATION

The appraisal problem now being addressed in this report involves a new PE for above ground transmission lines along the eastern and southern boundaries of the larger subject site. According to the Complaint, NV Energy is acquiring this easement for the permitting, construction, operation and maintenance of 230kV/138kV/69kV transmission lines and associated facilities. There will be two (2), 139-foot-high poles within the easement area on the subject site. Each of these poles will have seven (7) transmission lines. According to NV Energy's Structure Diagram, the first line is to 47-feet, 2-inches above the ground. The next line is ten (10) feet above the first, with the third being ten (10) feet above the second. The next line is up 19 feet, which is followed by the 5th and 6th lines being separated by 17-feet and the last is 11-feet above the sixth line. The reader is referred to the diagram on page 81.

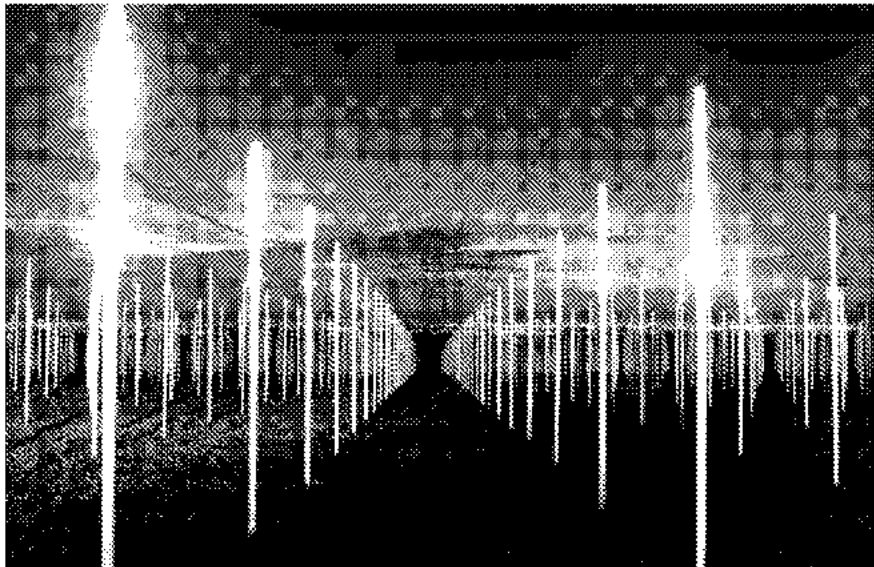
To analyze the effects of this easement, I first considered how the easement will affect the rights of the property owners. There are four major rights enjoyed by a property owner, possession, control, quiet enjoyment and disposition. Of these four rights, two will be affected by this easement. The control has been affected by the loss of controlling NV Energy from entering the site to service the transmission lines for any reason at any time. And, quiet enjoyment has been affected by the restriction of permanent structures and activities in the easement area. Additionally, based on my interviews with property owners, brokers, and developers, I have learned that the curb appeal of a property is negatively affected by these large transmission lines along their frontages.

According to the easement's wording no buildings, structures or other real property improvements can be constructed or placed on or within the PE area without the prior written consent of NV Energy. This typically includes drainage, landscaping, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. While the owner is allowed to use this area for driveways, landscaping and open parking, these improvements and activities will still require Nevada Power's written consent.

VALUATION OF THE TAKE

In this section of the report I will estimate the value of the part taken. In this assignment I followed "State Rule," which has been adopted by the State of Nevada for condemnation proceedings. In the previous section of this report, I completed Step 1. This involved estimating the fee simple value of the site before the taking. This value was estimated at \$30 per square foot. Step 2 is to value to part taken (as part of the whole). If the part taken were to be acquired fee simple, then the part taken would be valued as a part of the whole according to "State Rule" at \$30 per square foot. However, this assignment involves a PE and not a fee simple taking.

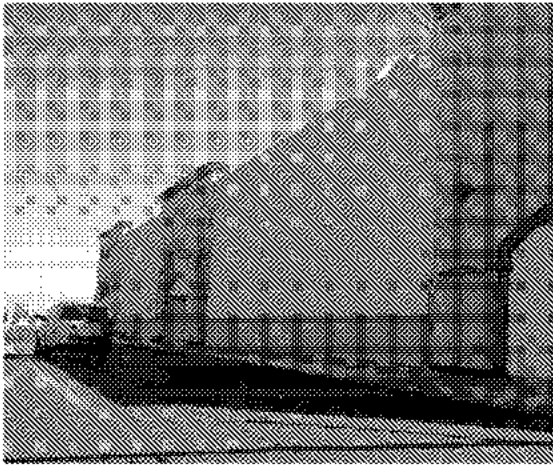
Estimating the amount of compensation due to a landowner for easement rights involves measuring the easement's effect on the utility and marketability of the site. This includes the market's perception. When dealing with transmission lines, there are concerns about aesthetics, restrictions in the area being acquired, health issues, noise and the effects on implantable medical devices such as pacemakers. Health concerns are related to the Electric and Magnetic Fields (EMF) associated with these lines. The following picture shows how the Electric and Magnetic Fields affect florescent lights that have been stuck in the ground below a transmission line.



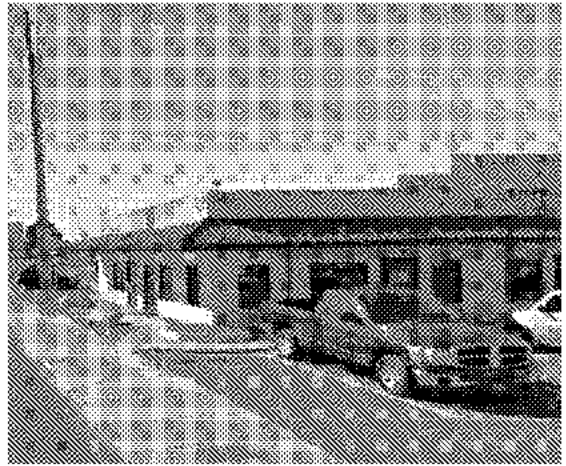
In researching acquisitions of these types of easements, I have spoken to Ms. Yolanda Benito, who was a Right of Way Agent for Nevada Power. Ms. Benito stated that Nevada Power typically offered 50% of the underlying fee value to property owners for a permanent power equipment easement. I have also seen some of these easements valued at 100% of the underlying fee value.

In this case, a portion of the easement will be in an area identified as the building set-back area of the site. However, I noted numerous sites in this area that had buildings or covered parking located in this "set-back" area. I have spoken to the Clark County Planning Department about variances for building in the set-back area and was told that it would be based on the history of the area. If it was typical for the area, it would be reasonable to assume that a waiver would be granted to build in the set-back area. However, after this easement is in place, building in this area would not be possibility.

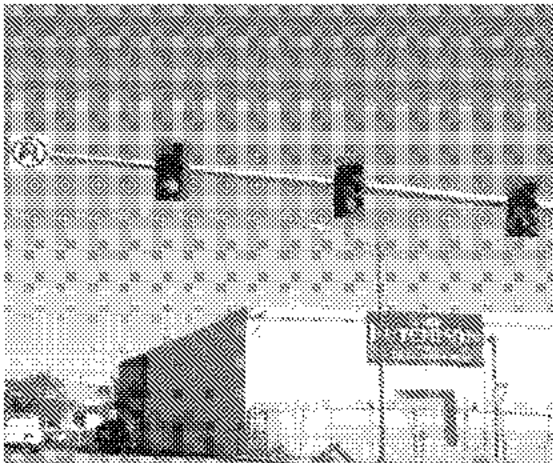
The following photographs show buildings in this corridor that have been constructed in the "set-back" area. They are followed by a map showing their location in respect to that of the subject.



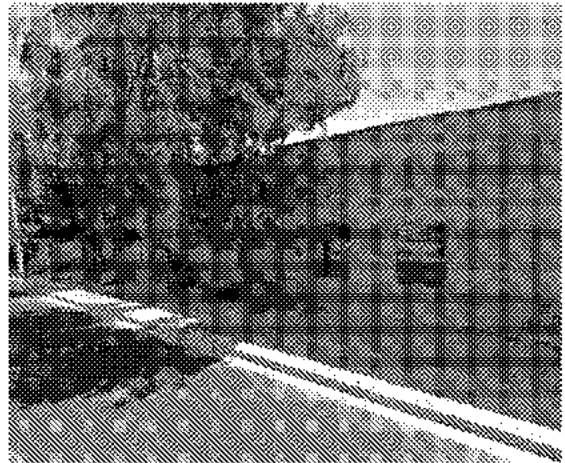
Building #1



Building #2



Building #3



Building #4

AERIAL PHOTOGRAPH OF BUILDINGS IN THE SET-BACK IN THE CORRIDOR



Based on the history of buildings in this area being allowed in the set-back area, it would be reasonably probable that a variance would also have been available for the subject. This would have allowed a building to be constructed on the site directly at the intersection of MLK and Alta, which would have provided it excellent visibility to two (2) arterials. Due to this acquisition, this area will no longer be developable.

In estimating the value of this easement, I must also consider that one of the two poles to be put on the site will actually be located in the parking lot and take a parking space. Therefore, I called DecAnn Kirk, a Senior Right of Way Agent at NV Energy to find out who would be responsible if one or both of the poles were somehow damaged. Ms. Kirk returned my call and told me she would look into it. She called me back and asked that I contact their outside counsel, Kirby Gruchow. I left Mr. Gruchow a message on the afternoon of Wednesday, September 24, 2014. As of the date of this report, Mr. Gruchow has not returned my call.

I have also considered that while the landowners lose some of their rights, they retain the benefit of using the easement area to calculate the building density for future development on the larger site.

After considering the location of this easement and that one pole is actually taking a parking space, and the restrictions associated with it, I have estimated its value at 90% of the underlying fee value. I previously estimated the value of the fee interest at \$30.00 per square foot. Applying a 90% factor to the underlying fee value indicates the value of the easement area would be \$27.00 per square foot ($\$30.00 \times 90\% = \27.00). This reflects that value of permanent easement being acquired is \$455,247, which I rounded to \$455,000. The following is a summary to the previous calculation.

SUMMARY OF THE MARKET VALUE OF THE PERMANENT EASEMENT AREA

Indicated Value of the Permanent Easement to be Acquired	
Estimated Value per Square Foot (90% of Fee Value per SF)	\$ 27.00
PE Area to be Acquired	16,861
Indicated Value of the PE Area to be Acquired	\$ 455,247
Rounded to:	\$ 455,000

VALUATION OF THE REMAINDER BEFORE THE ACQUISITION

“State Rule” defines the value of the remainder before the acquisition as being the value of the property before the acquisition less the value of the part acquired (Step 3). I previously estimated that the site’s value prior to the acquisition was \$17,981,500. With the easement having a value of \$455,000, the value of the remainder before the acquisition is reflected at \$17,526,500. The following is a summary of the previous calculation.

SUMMARY OF THE VALUE OF THE REMAINDER BEFORE THE ACQUISITION

Indicated Value of the Remainder Before the Take	
Indicated Value Before the Take	\$ 17,981,500
Less: Indicated Value of the PE Area to be Acquired	\$ (455,000)
Indicated Value of the Remainder Before the Take	\$ 17,526,500

EFFECTS OF THE PERMANENT EASEMENT ACQUISITION

In analyzing the effect that this easement will have on the remainder, I must find if there is a difference in the unit prices for two otherwise similar properties if a power-line easement encumbered one and not the other. It would seem to be common sense that developers would prefer not to have the power poles along their street frontage since they are generally considered unsightly and are accompanied by numerous restrictions.

The potential change in property values due to the proximity to a transmission line has been studied since the 1950's by appraisers, consultants, and academic researchers. Many studies have found that adverse effects on the sale price of smaller properties could be greater than the effects on larger properties and the effects on price appear to be greatest after a new transmission line is built or an existing one is expanded.

I have read many articles where cities, including the City of Las Vegas, require utilities to put power lines underground. For example, in their Summer 2006 edition of Las Vegas Growth, put out by the City of Las Vegas' Planning and Development office, the front page was titled "Project Clear Skies." This article stated that the "Downtown Centennial Plan stipulates that all existing overhead utilities adjacent to new building construction projects be relocated underground." It further stated "Remnant segments of the old overhead utility lines still remain in the downtown alleyways and streets, and degrade the downtown skyline." The article stated that the plan was to relocate the overhead utilities into underground facilities within street right-of-ways. The planning participants in that project had toured similar projects in the states of California and Washington.

I have personally been researching the effects of these issues for around 20 years. During this time, I have spoken to numerous local real estate brokers and developers that have marketed properties with similar issues. I learned from them that these easements have had negative effects on the marketing of the property due to the restrictions in the easement area and commanded lower unit prices than the site could have commanded if it didn't have a transmission line easement. They also stated that power lines and poles cause a loss of buildable area. They were of the opinion that these types of easements negatively affect the marketability of a property and stated damages could be between 5% and 50% of a property's fee simple value. This difference would represent the severance damages to the remainder and should be included in the just compensation to the landowners.

As an example, Perry Muscelli, a local broker with over 30 years of experience, appeared before the Clark County Board of Equalization a couple of years ago to appeal the taxable value of a property that was encumbered along one side with a transmission line easement. During this meeting, he stated that he got a "tremendous" deal on the property because of the easement. Mr. Muscelli stated that he built-out every square foot of his property that he could that was not affected by the easement and that the area encumbered by the easement had "little value." He asked the Board of Equalization for and was granted a 48% discount to his property valuation due to the easement affecting the buildable area on the site.

Another example of how these easements have affected the price of a property involved a power easement in The Las Vegas Tech Park. This business park is located along the western side of U.S. Highway 95, between Cheyenne Avenue and Smoke Ranch Road. According to the purchase and sale agreement between the City of Las Vegas and HAN-BO Nevada, INC., a Nevada corporation, the purchase price was negotiated at \$4.50 per square foot. However, the total land area was calculated as the total site area, less that area encumbered by a Nevada Power easement. Therefore, the resulting purchase price ended up being less than \$4.50 per square foot when including that area within the power easement. This indicates that HAN-BO Nevada, INC. and the City of Las Vegas agreed that area within the easement had a value of \$0.00.

I have also done paired-sales analysis comparing the unit prices commanded by sites with power-line easements to those without power-line easements. That research, which was done in the 1990's, concluded that the Las Vegas market does make an adjustment for parcels encumbered by above ground power-line easements. That research found the adjustment to range from about 4% to 10%.

I completed this type of analysis again about ten years ago again on parcels with commercial potential. The following is a summary of that analysis.

PAIRED SALES SET 1

No.	Assessor's Parcel Number	Encumbered	Sale Date	Sale Price	Net SF	Price/SF
A-1	163-18-411-008	No	12/16/03	\$ 1,681,416	87,120	\$ 19.30
A-2	163-20-117-025	Yes	02/17/04	\$ 1,975,000	198,198	\$ 9.96

What are identified as Sales A-1 and A-2, which are both located along West Flamingo Road, sold approximately two months apart. However, Sale A-2 is encumbered by overhead transmission lines along its Flamingo Road frontage. I also considered that Sale A-1 is zoned C-2 and Sale A-2 is zoned C-1, and Sale A-2 is larger. After applying adjustments for these differences, Sale A-2 reflected an adjusted unit price of \$14.95 per square foot. This suggests that the site encumbered with the transmission lines sold for 22.6% less than the unencumbered site. The following is a summary of that calculation.

Adjusted		
No.	Price/SF	Difference
A-1	\$ 19.30	22.6%
A-2	\$ 14.95	

PAIRED SALES SET 2

No.	Assessor's Parcel Number	Encumbered	Sale Date	Sale Price	Net SF	Price/SF
A-3	163-18-603-004	No	09/17/04	\$ 3,100,000	158,123	\$ 19.61
A-4	163-20-118-001	Yes	07/30/04	\$ 2,225,000	198,198	\$ 11.23

Sales A-3 and A-4 are located in the same general area as Sales A-1 and A-2. Sale A-3 is located on Fort Apache Road and Sale A-4 is located along West Flamingo Road. These sales sold less than two months apart. In this case, Sale A-4 is encumbered by overhead transmission lines along its Flamingo Road frontage. I also considered that Sale A-3 is zoned C-2 and Sale A-4 is zoned C-1. And while similar in size, A-3 enjoys corner orientation. After applying adjustments for these differences, Sale A-4 reflected an adjusted unit price of \$15.68 per square foot.

This suggests that the site encumbered with the transmission lines sold for 20.0% less than the unencumbered site. The following is a summary of that calculation.

Adjusted		
No.	Price/SF	Difference
A-3	\$ 19.61	20.0%
A-4	\$ 15.68	

PAIRED SALES SET 3

No.	Assessor's Parcel Number	Encumbered	Sale Date	Sale Price	Net SF	Price/SF
A-5	177-33-101-004	No	08/01/05	\$ 5,700,000	81,900	\$ 69.60
A-6	177-16-401-004, 005 & 402-004	Yes	07/22/05	\$ 12,500,000	339,799	\$ 36.79

Sales A-5 and A-6 closed within ten days of each other; however, Sale A-6 is encumbered by overhead transmission lines along its Las Vegas Boulevard South frontage. I also considered that Sale A-6 is larger and irregular in shape. After applying adjustments for these differences, Sale A-6 reflected an adjusted unit price of \$55.18 per square foot. This suggests that the site encumbered with the transmission lines sold for 20.7% less than the unencumbered site. The following is a summary of that calculation.

Adjusted		
No.	Price/SF	Difference
A-5	\$ 69.60	20.7%
A-6	\$ 55.18	

To ascertain if the market was still making an adjustment for overhead transmission lines, I again researched parcels with commercial potential to compare the unit prices commanded by sites with overhead transmission lines to those without. I found several sales that show that this is still occurring in the market. The following is a summary of these sales.

PAIRED SALES SET 4

No.	Assessor's Parcel Number	Encumbered	Sale Date	Sale Price	Net SF	Price/SF
A-7	163-19-818-001	No	02/22/11	\$ 915,000	182,952	\$ 5.00
A-8	163-26-405-001	Yes	11/23/10	\$ 1,690,000	350,222	\$ 4.83

What are identified as Sales A-7 and A-8, which are located along Fort Apache and Rainbow, respectively, sold approximately three months apart. These are both corner parcels that had a curb and gutter installed along one street. In addition, both were zoned for commercial use, Sale A-7 was zoned C-1 and Sale A-8 was zoned C-2. Sale A-8 is also encumbered by overhead transmission lines. The downward adjustments for the slightly superior location and zoning of Sale A-8 offsets the upward adjustment for its larger size. This reflects that the site encumbered with the transmission lines sold for 3.5% less than the unencumbered site. The following is a summary of that calculation.

Adjusted		
No.	Price/SF	Difference
A-7	\$ 5.00	3.5%
A-8	\$ 4.83	

PAIRED SALES SET 5

No.	Assessor's Parcel Number	Encumbered	Sale Date	Sale Price	Net SF	Price/SF
A-9	176-02-301-011	No	04/22/14	\$ 4,000,000	158,994	\$ 25.16
A-10	176-11-117-004	Yes	02/14/14	\$ 4,300,000	300,564	\$ 14.31

What are identified as Sales A-9 and A-10 are commercially zoned parcels located along South Rainbow that sold just over two months apart. Sale 10 had frontage on two streets, but lacked the hard corner, while Sale A-9 had corner orientation at a signalized intersection. In addition, Sale 10 is larger and had off-sites installed. Sale A-10 was also encumbered by overhead transmission lines. After applying adjustments for these differences, Sale A-10 reflected an adjusted unit price of \$22.17 per square foot. This suggests that the site encumbered with the transmission lines sold for 11.9% less than the unencumbered site. The following is a summary of that calculation.

Adjusted		
No.	Price/SF	Difference
A-9	\$ 25.16	11.9%
A-10	\$ 22.17	

The first three sets of paired sales reflected that the market adjustment for commercial sites encumbered with overhead transmission lines was about 20%. However, the two more recent sets of paired sales reflected an adjustment of about 4% to 12%. As previously stated; past studies have found that adverse effects on the sale price of smaller properties could be greater than the effects on larger properties. The subject of this analysis contains almost 14 acres. Therefore, it would reasonable to conclude the damages to the remainder after the acquisition are towards the lower end of the range.

This conclusion is supported by the fact that property owners have spent millions of dollars to have these types of lines put underground along their street frontages. For example, in 2008 Caesars Entertainment was involved with this type of project. They were able to get the transmission lines along Caesar's Palace and the Cromwell's (formerly the Bill's Gambling Hall and the Barbary Coast Hotel and Casino) Flamingo Road frontage buried. According to Clark County, Nevada, Special Improvement District No. 112 (Flamingo Underground), this was done at a cost of approximately \$63.5 million. Being that the portion that was put underground was approximately 5,500 feet in length, that cost was approximately \$11,500/linear foot. Applying that unit cost to the subject's easement area would reflect a cost in excess of \$5 million. I attempted to verify these costs with NV Energy. However, as of the date of this report, I was unable to get them to return my calls.

After considering all of the previous information, it is my opinion that the typical market participant would apply a downward adjustment to the value of remainder of the subject property after the take. My research suggests that the market's negative perception of these easements would result in a downward adjustment of 4% to 20%. After considering all of the previous information, as well as the larger size of this site, I have concluded a supportable value decrease to remainder of 5% after the take.

VALUATION OF THE REMAINDER AFTER THE ACQUISITION

The previous discussions and analysis support a decrease in value to the remainder after the acquisition. I have concluded a 5% diminution in the value after the take. For the fee owned area, which contains 582,525 square feet, this results in a unit value of \$28.50 per square foot ($\$30/\text{SF} \times 95\% = \$28.50/\text{SF}$). The easement area acquired, which contains 16,861 square feet, was valued at 90% of fee value. Therefore, the value of the remainder within the easement area after the take has a unit value of 10% of the fee value or \$2.85 per square foot ($\$28.50/\text{SF} \times 10\% = \$2.85/\text{SF}$). This reflects that the value of the remainder after the take is \$16,650,005, rounded to \$16,650,000. The table below has a summary of the previous calculations.

SUMMARY OF THE VALUE OF THE REMAINDER AFTER THE ACQUISITION

Indicated Value of the Remainder After the Take		
	Fee Area	PE Area
Estimated Value per SF Before the Take	\$ 28.50	\$ 2.85
Subject's SF After the Take	582,525	16,861
Indicated Values of the Remainder After the Take	\$16,601,951	\$48,054
Total Indicated Value of the Remainder After the Take	\$16,650,005	
Rounded to:	\$16,650,000	

CONCLUSION TO DAMAGES

Based on "State Rule," I estimated the value of the remainder before the take as the value of the parcel before the take less the value of the part taken. I previously estimated the value of the subject parcel before the take at \$17,981,500 and the value of the easement area being acquired at \$455,000. This indicated the value of the remainder before the take was \$17,526,500.

The previous research and analysis supports a decrease in value to the remainder after the acquisition. Based on the data, I have estimated this decrease at 5%, which indicates the value of the remainder "after the take" is \$16,650,005, which I rounded to \$16,650,000. This reflects that the damage to the remainder, due to the take, is \$876,500. In comparison, the cost to cure by burying the lines is indicated to be over \$5 million.

Since the damage to the remainder is less than the cost to cure, the severance damages in this case are the damages to the remainder and the value of the part taken. The following is a summary of the previous calculation of damages.

SUMMARY OF THE DAMAGES DUE TO THE PROJECT

Damages Due to the Project	
Indicated Value of the Remainder Before the Take	\$ 17,526,500
Indicated Value the Remainder After the Take	\$ 16,650,000
Indicated Damages	\$ 876,500

TEMPORARY CONSTRUCTION EASEMENT VALUATION

The acquisition also includes a temporary construction easement (TCE). It is my understanding that the temporary construction easement will be in effect for 22 months. If this is not the case the following monthly payment calculation will need to be adjusted to the number of months that the TCE requires. The provided engineering drawings show the TCE to involve a total area of 36,863 square feet.

The compensation estimate for this easement is simply a payment of ground rent over the holding period. If rent is paid by the government in a single lump sum, adjustment for this factor is typically accomplished by applying an ordinary annuity factor (present worth of 1 per period factor) to the periodic market rent. The discount rate to be applied to the periodic rent should reflect the rates of return typical for the type of property involved. I found a typical rate of return for land leases in the area to be 10% of the fee value per year. Therefore, I will apply 10% to the fee value for the TCE. Applying a 10% rental rate to the fee value, payable at the first of the month with a typical discount rate of 10%, I arrived at a compensation figure of \$186,085, which I have rounded to \$186,000. A summary of these calculations follows.

Indicated Rental Rate for the TCE

	Fee Area
Area of the TCE (SF)	36,863
Annual Rent / SF (\$30.00/SF x 10%)	\$ 3.00
Annual Rent for the TCE Area	\$ 110,589
Monthly Rent for the TCE Area	\$ 9,216

PRESENT VALUE OF THE ANNUAL RENT FOR THE TCE

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
TOTAL POTENTIAL GROSS INCOME	\$ 9,216	\$ 9,216	\$ 9,216	\$ 9,216	\$ 9,216	\$ 9,216
PRESENT VALUE FACTOR	<u>1.0000</u>	<u>0.9917</u>	<u>0.9835</u>	<u>0.9754</u>	<u>0.9673</u>	<u>0.9594</u>
PV OF CASH FLOWS	\$ 9,216	\$ 9,140	\$ 9,064	\$ 8,989	\$ 8,915	\$ 8,841
	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
TOTAL POTENTIAL GROSS INCOME	\$ 9,216	\$ 9,216	\$ 9,216	\$ 9,216	\$ 9,216	\$ 9,216
PRESENT VALUE FACTOR	<u>0.95143</u>	<u>0.94356</u>	<u>0.93577</u>	<u>0.92803</u>	<u>0.92036</u>	<u>0.91276</u>
PV OF CASH FLOWS	\$ 8,768	\$ 8,696	\$ 8,624	\$ 8,553	\$ 8,482	\$ 8,412
	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18
TOTAL POTENTIAL GROSS INCOME	\$ 9,216	\$ 9,216	\$ 9,216	\$ 9,216	\$ 9,216	\$ 9,216
PRESENT VALUE FACTOR	<u>0.90521</u>	<u>0.89773</u>	<u>0.89031</u>	<u>0.88295</u>	<u>0.87566</u>	<u>0.86842</u>
PV OF CASH FLOWS	\$ 8,342	\$ 8,273	\$ 8,205	\$ 8,137	\$ 8,070	\$ 8,003
	Month 19	Month 20	Month 21	Month 22		
TOTAL POTENTIAL GROSS INCOME	\$ 9,216	\$ 9,216	\$ 9,216	\$ 9,216		
PRESENT VALUE FACTOR	<u>0.86124</u>	<u>0.85413</u>	<u>0.84707</u>	<u>0.84007</u>		
PV OF CASH FLOWS	\$ 7,937	\$ 7,871	\$ 7,806	\$ 7,742		
TOTAL PV OF ALL CASH FLOWS @ 10.0%	\$186,085					
ROUNDED TO	\$186,000					

SPECIAL BENEFITS

When part of a landowner's property is condemned, the landowner is entitled to compensation for the part taken, in addition to any damage caused to the remaining property as a result of the taking. These damages are called severance damages. However, the appraiser must also analyze what benefits, if any, are due to the project.

There are two classifications of benefits, General Benefits and Special Benefits. General Benefits are benefits that accrue to the community at large, to the area adjacent to the improvement, or to other property near the property being taken. General Benefits have a beneficial effect on the values of properties where no taking or damage has occurred as well as the remainder property after a taking. Special Benefits accrue directly and solely to the advantage of the property remaining after a partial take.

Based on my previous analysis, it is my opinion that the remainder does not receive any special benefit from this project. This project should have a beneficial effect on the surrounding area and community in general. This description best fits the General Benefits definition, as there are no Special Benefits accruing directly and solely to the advantage of the remainder site after the acquisition.

CONCLUSION TO JUST COMPENSATION ESTIMATE

The purpose of the appraisal was to estimate the just compensation due to the property owners for a permanent easement and a temporary construction easement in favor of NV Energy on the site. For this assignment I followed "State Rule," which has been adopted by the State of Nevada for condemnation proceedings.

I first estimated the market value of site before the acquisition. I then estimated the value of the easement areas being acquired. And, after researching and analyzing the effects of the acquisition, I concluded that the "project" will result in severance damages to the remainder. Since the cost to cure, which would involve burying the transmission lines, exceeds the severance damages, the damages are limited to the severance damages.

Therefore, based on the analyses and the conclusions in this report, and subject to the definitions, assumptions, and limiting conditions expressed herein, it is my opinion that the retrospective just compensation due to the property owners, as of May 13, 2013, is as follows:

State Rule and Estimated Just Compensation	
1. Value Before the Take (Land Value)	\$ 17,981,500
2. Value of the Part Taken (PE)	- \$ 455,000
3. Remainder Value Before the Taking	= \$ 17,526,500
4. Remainder Value After the Taking	- \$ 16,650,000
5. Severance Damages to the Remainder	= \$ 876,500
6. Plus Value of the Part Taken (PE)	+ \$ 455,000
6a. Plus Value of the Temporary Construction Easement (TCE)	+ \$ 186,000
7. Equals Just Compensation	= \$ 1,517,500

The value conclusions are subject to the following extraordinary assumptions and hypothetical conditions and their use might have affected the assignment results:

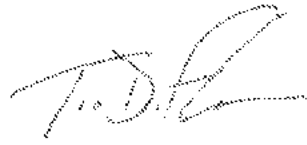
1. The previous values are based on the extraordinary assumption that the condition of the site noted during my November 15, 2013 and September 17, 2014 inspections was similar to its condition on the effective date of value, May 13, 2013.
2. The above value before the taking is based on the hypothetical condition that NDOT's Project Neon would not have affected the subject site.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The client is aware that I have performed services as an appraiser regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Tio S. DiFederico, MAI, made a personal inspection of the property that is the subject of this report on November 15, 2013 and again on September 17, 2014.
- No one provided significant real property appraisal assistance to the person signing this certification.

- As of the date of this report, Tio S. DiFederico, MAI, has completed the continuing education program of the Appraisal Institute.



Tio S. DiFederico, MAI
Certified General Real Estate Appraiser
Nevada Certificate # A.0000150-CG

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is based on the following assumptions, except as otherwise noted in the report.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land that would render the property more or less valuable.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal is subject to the following limiting conditions, except as otherwise noted in the report.

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. We accept no responsibility for considerations requiring expertise in other fields; including, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
8. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or

- any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the person signing the report.
9. Information, estimates and opinions contained in the report, obtained from third-party sources are assumed to be reliable and have not been independently verified.
 10. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we assumed that no extreme fluctuations in economic cycles will occur.
 11. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
 12. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
 13. The *Americans with Disabilities Act (ADA)* became effective January 26, 1992. We have not made a specific survey or analysis of any property to determine whether the physical aspects of the improvements meet the *ADA* accessibility guidelines. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. A specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
 14. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
 15. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
 16. The person signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

17. It is expressly acknowledged that in any action which may be brought against The DiFederico Group, The DiFederico Group, Inc. or their respective officers, owners, managers, directors, agents, subcontractors or employees, arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the DiFederico Group Parties shall not be responsible or liable for an incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of the DiFederico Group Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.
18. The DiFederico Group, an independently owned and operated company, has prepared the appraisal for the specific purpose stated elsewhere in the report. The intended use of the appraisal is stated in the General Information section of the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
19. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The DiFederico Group, Inc. and the undersigned are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective marketing for the duration of the projected holding period of this property.

The value conclusions are also subject to the following extraordinary assumptions and hypothetical conditions and their use might have affected the assignment results:

1. The previous values are based on the extraordinary assumption that the condition of the site noted during my November 15, 2013 and September 17, 2014 inspections was similar to its condition on the effective date of value, May 13, 2013.
2. The above value before the taking is based on the hypothetical condition that NDOT's Project Neon would not have affected the subject site.

JURISDICTIONAL EXCEPTIONS

This appraisal report has been made with the following jurisdictional exceptions:

The Uniform Standards of Professional Practice (USPAP) Standards Rule 1-4(f) states:

When analyzing anticipated public or private improvements, located on or off the site, an appraiser must analyze the effect on value, if any, of such anticipated improvements to the extent they are reflected in market actions.

This conflicts with the appraisal report requirements of both NDOT and the Nevada Revised Statutes (NRS). NDOT Right-of-Way Manual addresses this under Project Influence as follows:

4.217 Project Influence (Scope of the Project Rule)

“Project” means a highway-related undertaking that is planned, designed, and intended to operate as a unit. When the public is aware of the proposed project, project area property values may be affected. Therefore, property owners should not be penalized because of a decrease in value caused by the proposed project nor reap a windfall at public expense because of increased value created by the proposed project.

The appraiser shall disregard any decrease or increase in the market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner.

NRS states:

NRS 37.112 Valuation of property subject to condemnation as result of public work or project.

1. Except as otherwise provided in subsection 2, if the property is subject to condemnation as a result of a public work or public improvement, any decrease or increase in the fair market value of the property before the date of valuation which is caused by:
 - (a) The public work or public improvement for which the property is acquired; or
 - (b) The likelihood that the property would be acquired for such a purpose,
➔ must be disregarded when assessing the value of the property pursuant to NRS 37.110.
2. Any decrease or increase in the fair market value of the property before the date of valuation resulting from physical deterioration within the reasonable control of the owner is not required to be disregarded pursuant to subsection 1.

(Added to NRS by 1993, 525)

In this report I have disregarded any decrease or increase in the value of the subject property before the date of value caused by the proposed project. This is a jurisdictional exception requiring non-compliance of Standards Rule 1-4(f).

ADDENDUM A

APPRAISER QUALIFICATIONS

PROFESSIONAL QUALIFICATIONS OF TIO S. DIFEDERICO, MAI

EXPERIENCE:

I am a life-long resident of Las Vegas. I graduated from the University of Nevada, Las Vegas (UNLV) with a Bachelor of Science in Business Administration as a Finance Major. I obtained a real estate license in the 1984 and began appraising real estate in 1986 with Shelli L. Lowe & Associates. In 1999 Shelli Lowe & Associates joined several other premier appraisal firms across the country to form a network of appraisal expertise to serve national and international clients; Integra Realty Resources (IRR). This national exposure provided me an opportunity to appraise a full range of properties and to interact with leaders in the appraisal and business community. I was typically entrusted with the most complex assignments and became qualified by the courts to testify in litigation as an expert in the appraisal of vacant land, residential, apartment, office, retail, industrial and hotel casino properties. In 2009 I formed The DiFederico Group.

I am a Certified General Appraiser in the State of Nevada (Certificate Number A.0000150-CG) and earned the MAI designation from the Appraisal Institute (MAI No. 12567). I am an appointed member of the Clark County Board of Equalization (BOE) and previously served as the President and Vice President for the Las Vegas Chapter of the Appraisal Institute.

I have extensive litigation experience involving fee and partial takings, as well as permanent and temporary construction easements. I have also completed numerous assignments involving air rights takings and ground leases. I completed these assignments for both property-owners and government agencies. In addition, I have completed assignments involving partnership disputes, bankruptcies, estate valuations and partial interests.

I have appraised office buildings, business parks, apartment complexes, shopping malls, taverns, restaurants, night clubs, master-planned communities, cell sites, billboard sites, and special use properties. These include the Desert Passage Shopping Mall, the Summerlin, Kyle Canyon and Tuscany Master-Planned Communities, Las Vegas Motor Speedway, Henderson Executive Airport and the site of the proposed Ivanpah Airport. My appraisal experience also includes appraisals of hotel casinos. These include: The Horseshoe, Lady Luck, Dukes, Golden Phoenix and the ground leases for the Texas Hotel Casino, Eastside Cannery, Buffalo Bills, Primm Valley and Whiskey Pete's in Nevada; the Isle of Capri in Louisiana, the Aztar Casino in Missouri and the Twin River in Rhode Island, as well as proposed casinos in Macau and Puerto Rico. And, while serving on the BOE, I have analyzed and valued hundreds of hotel casinos in Clark County.

I have been hired by both Clark County and lenders to analyze leasehold and sandwich leasehold positions involving Clark County's ground leases in the area referred to as the Co-operative Management Area (CMA). And in 2013 and 2014, I was selected by Clark County to help them analyze the value of modifying the CMA restrictions.

PROFESSIONAL/ COMMUNITY AFFILIATIONS:

Professional Designation:	MAI- Member of the Appraisal Institute (MAI No. 12567)
Licensed Appraiser:	A.0000150-CG (Certificate Number in Nevada)
Member:	Clark County Board of Equalization (Since 1998)
Member:	Appraisal Institute - Region VII Nominating Committee – 2013
Elected Member:	President - Las Vegas Chapter - Appraisal Institute – 2012
Elected Member:	Vice President - Las Vegas Chapter - Appraisal Institute – 2011
Elected Member:	2 nd Vice President - Las Vegas Chapter - Appraisal Institute – 2010
Chair:	LV Chapter of the Appraisal Institute Nominating Committee – 2013
Member:	LV Chapter of the Appraisal Institute Nominating Committee - 1999
Member:	Appraisal Institute Education Committee - 1991

PROFESSIONAL/ COMMUNITY AFFILIATIONS (Continued):

Member: Bishop Gorman High School – Alumni Representative (Class of 1977)
 Elected Member: Summerlin’s Willow Creek HOA 2004-2006
 Elected Member: Summerlin’s Willow Creek Design & Review Committee – 2004
 Board Member (Past Chair): Lance Burton Foundation for Crippled and Burned Children

EDUCATION:

Tio S. DiFederico received a Bachelor of Science in Business Administration from the University of Nevada, Las Vegas, and completed the following appraisal courses sponsored by the Appraisal Institute:

- 550 Advanced Applications
- 540 Report Writing and Valuation Analysis
- 530 Advanced Sales Comparison and Cost Approaches
- 520 Highest & Best Use and Market Analysis
- 510 Advanced Income Capitalization
- 420 Business Practices and Ethics
- 310 Basic Income Capitalization
- Standard of Professional Practice, Part A
- Standard of Professional Practice, Part B
- Standard of Professional Practice, Part C
- Condemnation Appraising: Principles & Applications
- Litigation Appraisal & Expert Testimony
- Eminent Domain and Condemnation
- Litigation Appraising: Specialized Topics and Applications
- Appraising the Appraisal: Appraisal Review - General
- General Comprehensive Exam
- Forecasting Revenue
- Analyzing Operating Expenses
- Nevada Law
- Nevada Statutes
- Appraising Apartments
- Market Analysis
- Accrued Depreciation
- Residential Valuation
- Supervising Appraisal Trainees
- Ethics - USPAP Statements
- 1A-2 Basic Valuation Procedures
- 1A-1 Basic Appraisal Principles
- The Appraiser as an Expert Witness

In addition to the above, I have successfully completed numerous other real estate related Clinics, Conferences, Courses, and Seminars sponsored by the Appraisal Institute over the last 28 years.

QUALIFIED BEFORE COURTS AND ADMINISTRATIVE BODIES:

United States Federal Court
 United States Bankruptcy Court – District of Nevada
 Clark County District Court
 Clark County Board of Equalization
 Various Arbitration Courts

PROFESSIONAL DEVELOPMENT PROGRAMS:

Tio S. DiFederico, MAI, has completed the Appraisal Institute’s Litigation Professional Development Program curriculum; passed the exams and is listed on the Appraisal Institute’s Litigation Professional Registry.

PUBLICATIONS:

Tio S. DiFederico co-authored the Gaming Overview articles in the IRR-Viewpoint, published by Integra Realty Resources (IRR), from 2003 through 2009.

TESTIMONY AND DEPOSITIONS TIO S. DIFEDERICO, MAI

2014:

- July California Credit Union vs. Spencer J. Bevill - District Court Case A-13-687247-C
Deposition July 30, 2014 (Deficiency Judgment)
- May The State of Nevada vs. Jericho Heights, LLC - District Court Case A-12-665909-C
Deposition May 7, 2014 (Inverse Condemnation Boulder City Bypass Project)
- March The State of Nevada vs. Jericho Heights, LLC - District Court Case A-12-665909-C
Deposition March 25, 2014 (Inverse Condemnation Boulder City Bypass Project)

2013:

- November Anthony & Joann Fanticola Family LP, Laguna Nine, LLC vs. County of Clark District
Court Case A-11-640236-C Trial November 13, 2013 (Inverse Condemnation Road
Widening)
- August Anthony & Joann Fanticola Family LP, Laguna Nine, LLC vs. County of Clark - District
Court Case A-11-640236-C Deposition August 29, 2013 (Inverse Condemnation Road
Widening)
- August Occidental Fire & Casualty of North Carolina vs. Intermatic Incorporated - District Court
Case - 2:09-cv-2207-JCM-LRL - Trial August 21, 2013 - (Insurance Claim)
- August BB&T vs. Desert Canyon Phase II, LLC District Court Case No. 2:12-cv-01463-JCM-PAL
August 8, 2013 (Deficiency Judgment)
- August BB&T vs. Pahrump 194, LLC District Court Case No. 2:12-cv-01462-JCM-VCF August
8, 2013 - (Deficiency Judgment)
- May BOLV-DCB RE Holding IV vs. Nevada Retail, LLC District Court Case A-12-664939-B
- May 8, 2013 - (Deficiency Judgment)

2012:

- October Occidental Fire & Casualty of North Carolina vs. Intermatic Incorporated District Court
Case - 2:09-cv-2207-JCM-LRL - Deposition October 22, 2012 - (Insurance Claim)
- June Bank of the West vs. Keller Business Complex District Court Case A-11-643857- B
June 20, 2012 (Deficiency Judgment)
- January Robert M. Brandy vs. Clark County - District Court Case - A-578772
Deposition - January 27, 2012 - (Condemnation - Partial Taking)

2011:

- August Robert M. Brandy vs. Clark County - District Court Case - A-578772
Deposition - August 25, 2011 - (Condemnation - Partial Taking)
- May Jorai & Bally's vs. United Coin, Deposition May 31, 2011 (Lease Dispute)
- April Nevada Power Company vs. The Tiberti Company District Court Case A-575426,
Deposition - April 18, 2011 - (Condemnation - Utility Easement)
- January Clark County vs. NTL Investments, LLC District Court Case A-560371,
Deposition January 26, 2011 (Condemnation Fee Taking)
- January Clark County vs. 4444 South Valley View Drive, LLC - District Court Case - A-579233,
Deposition - January 26, 2011 - (Condemnation - Fee Taking)

2011 (Continued):

January Steven Shearing, Trustee vs. City of Henderson District Court Case A598688, Deposition – January 7, 2011 – (Condemnation – Partial Taking)

2010:

September Wells Fargo Bank, N.A., Trustee vs. LaSalle Bank N. A. District Court Case 2:08-cv-1448-JCM-RJJ, Deposition – August 20, 2010 – (Appraisal Reviews)

July Clark County vs. 4444 South Valley View Drive, LLC District Court Case A-579233, Deposition July 23, 2010 (Condemnation – Partial Taking)

June Nevada Power Company vs. Tropical Losee, LLC & Frehner Enterprises, LLC – District Court Case A-577141, Deposition June 7, 2010 (Condemnation - Utility Easement)

February Community One Federal Credit Union vs. Move West, LLC Trial February 2, 2010 (Deficiency Judgment)

2009:

November Buzz Stew, LLC vs. City of North Las Vegas, Nevada - District Court Case A-516759 Trial November 18, 2009 (Inverse Condemnation - Flood Channel)

July Buzz Stew, LLC vs. City of North Las Vegas, Nevada - District Court Case – A-516759 Deposition July 14, 2009 (Inverse Condemnation - Flood Channel)

March Eastgate Development, LLC vs. Westcor Land Title Insurance - District Court Case A-535944 Trial March 25, 2009 (CCR Dispute)

February The State of Nevada vs. BDR, LLC - District Court Case A-527718 Trial February 2009 (Condemnation - Road Widening)

January C/H Properties, Ltd. vs. Clark County, Nevada - District Court Case CV-S-05-0010 Trial January 2009 (Inverse Condemnation - Air Rights)

January C/H Properties, Ltd. vs. Clark County, Nevada - District Court Case CV-S-05-0010 Deposition– January 2009 – (Inverse Condemnation - Air Rights)

2008:

October Nevada Power Company vs. Lucky Blue 107, LLC - District Court Case A-524946 Deposition Oct. 2008 (Condemnation - Utility Easement)

June The State of Nevada vs. BDR, LLC - District Court Case A-527718 Deposition June 2008 (Condemnation - Road Widening)

April Clark County vs. Ensworth Apartments, Inc. - District Court Case A-514536 Trial – April 2008 – (Condemnation - Interchange Taking)

March CSPH, a Nevada Limited Liability Company vs. G. David Russell and Guild, Russell, Gallagher & Fuller, Ltd. Second Judicial District Court Case CV05-1864 Deposition March 2008 (Deficiency Judgment)

February The State of Nevada vs. Sunset Beach Girls - District Court Case - A-527593 Deposition February 2008 (Condemnation - Road Widening)

January Pierre Boueri vs. McCarran Int. Airport & Clark County - District Court Case - A-502726 Deposition - January 2008 (Inverse Condemnation - Air Rights)

2007:

December Clark County vs. Ensworth Apartments, Inc. - District Court Case A-514536 Deposition December 2007 (Condemnation - Interchange Taking)

File# 13-098

2007 (Continued):

November Friendly Bear Plaza, Ltd. Vs. Ed Webb - District Court Case A-479495
Trial – November 27, 2007 – (Deficiency Judgment)

September State of Nevada vs. Goss - District Court Case A-527592
Deposition – September 24, 2007 - (Condemnation - Road Widening)

July State of Nevada vs. Secrist - District Court Case A-527582
Deposition – July 27, 2007 - (Condemnation - Road Widening)

May John Goodman & Associates, et. Al vs. Spring Mountain Enterprise, et. Al.
District Court Case – A-487126 Trial – May 29, 2007 - (Lease Dispute)

January State of Nevada vs. Friendly Lounge, Inc., et al - District Court Case A508773
Deposition – January 10, 2007 - (Condemnation - Road Widening)

2006:

June Bonar vs. Jaget et. Al. - Arbitration Deposition - June 14, 2006 - (Partnership Dispute)

2005:

January City of Reno vs. RFC Reno, LLC - District Court Case CV03-01900
Deposition – January 17, 2005 - (Condemnation Fee & Partial Taking for RETRAC)

2003:

January Steve Sisolak vs. McCarran International Airport - District Court Case A-434337
Deposition – January 2003 - (Inverse Condemnation - Air Rights)

2002:

November Steve Sisolak vs. McCarran International Airport - District Court Case – A-434337
Deposition – November 2002 - (Inverse Condemnation - Air Rights)

PUBLICATIONS

I co-authored the Gaming Overview articles in the 2003 through 2009 editions of IRR - Viewpoint, published by Integra Realty Resources (IRR). Provided in this publication are the analyses and opinions derived from the available data of the members of IRR and other reputable services. As of the beginning of 2009, there were 58 Integra Offices located within the United States.

HOURLY RATE

\$500.00

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

Certificate Number: A.00K0150-CC

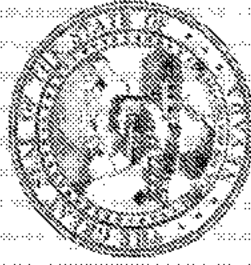
This is to Certify That: TIO S DIFEDERICO

is duly authorized to act as a CERTIFIED GENERAL APPRAISER from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: May 22, 2013

Expire Date: May 31, 2015

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed hereon. This certificate must be conspicuously displayed in place of business.



REAL ESTATE DIVISION

FOR: TIO S DIFEDERICO REAL ESTATE

APPRAISAL INC
2095 DURANGO DR
LAS VEGAS, NV 89117

GAIL J ANDERSON
Appraiser

ADDENDUM B

DEFINITIONS

ADDITIONAL DEFINITIONS

Unless otherwise noted, the following definitions are taken from *The Dictionary of Real Estate Appraisal*, 5th ed. (Chicago: Appraisal Institute), 2010.

Adjustment Grid

A table used to display comparable data and facilitate adjustment of differences in elements of comparison.

Appraisal

1. The act or process of developing an opinion of value.
2. An opinion of value. (USPAP, 2010-2011 ed.)

Client

The party or parties who engage an appraiser (by employment or contract) in a specific assignment. (USPAP, 2010-2011 ed.)

Comparable

A shortened term for similar property sales, rentals, or operating expenses used for comparison in the valuation process. In best usage, the thing being compared should be specified, e.g., comparable sales, comparable properties, comparable rents.

Effective Date

1. The date on which the analyses, opinions, and advice in an appraisal, review, or consulting service apply.
2. In a lease document, the date upon which the lease goes into effect.

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Highest and Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property—specific with respect to the user and timing of the use—that is adequately supported and results in the highest present value.

Intended Use

The manner in which the intended users expect to employ the information contained in a report.

Intended User

1. The client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment. (USPAP, 2010-2011 ed.)
2. A party who the appraiser intends will employ the information contained in a report.

Scope of Work

The type and extent of research and analyses in an assignment. (USPAP, 2010-2011 ed.)

Subject Property

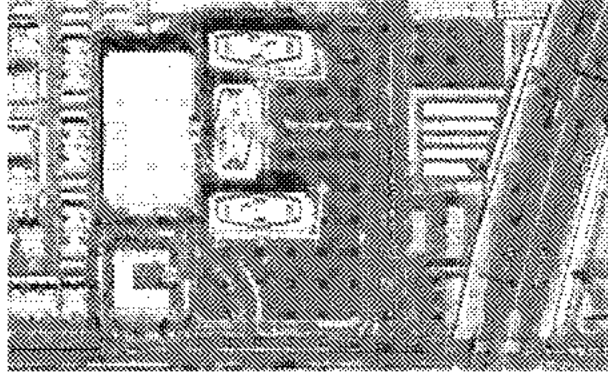
The property that is appraised in an assignment.

ADDENDUM C

PROPERTY INFORMATION

<http://go.gate.com/clk/nc/us/gis/reports/printmap.aspx?mapnumber=7>

Southern Nevada GIS - OpenWeb Info Mapper



Map Date: 11/21/2013 11:21:43 AM
 Date Created: 11/21/2013

Property Information			
Parcel	11313-000-000		
License Holder	H. J. McHenry LLC		
Lot Area	6300.00 SQ FT		
Subdivision	Lot 11313-000-000		
County	Clark County Nevada		
Misc Information			
Subdivision Name	LOT 11313-000-000		
Lot Block	Lot 11313	Construction Year	Construction Year 2011
Year Built	2011	Year 2	2011
Lot Price	\$0	Year 1	2011
Assessed Val. Number	2000000000	Assessed Lot Size	6300.00 SQ FT
Flight Date	Map Flight Date 11/21/2013		
Listed Address			
County	CLARK COUNTY	City	SPRING VALLEY
City	SPRING VALLEY	Zone	UNASSIGNED
State	NEVADA	Year Assigned	UNASSIGNED
Subdivision	LOT 11313-000-000	Assessment District	UNASSIGNED
Parcel Number	11313-000-000	Map Date	11/21/2013

Clark County, Real Property

http://www.garc.co.clark.nv.us/assess/prop/ParcelID.html?parcelID=Parcel

GENERAL INFORMATION	
PROPERTY ID:	1006 311 001000
PROPERTY ADDRESS:	1006 311 001000
PROPERTY TYPE:	RESIDENTIAL SINGLE-FAMILY
PROPERTY CLASSIFICATION:	RESIDENTIAL SINGLE-FAMILY
PROPERTY STATUS:	RESIDENTIAL SINGLE-FAMILY
PROPERTY ZONE:	RESIDENTIAL SINGLE-FAMILY
PROPERTY TAX MAP:	RESIDENTIAL SINGLE-FAMILY
PROPERTY AREA:	RESIDENTIAL SINGLE-FAMILY
PROPERTY VALUE:	RESIDENTIAL SINGLE-FAMILY
PROPERTY DATE:	RESIDENTIAL SINGLE-FAMILY
PROPERTY YEAR:	RESIDENTIAL SINGLE-FAMILY

*Note: All documents filed in property file, 1995 through present are available on demand

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
LAND VALUE:	1006 311 001000
IMPROVEMENT VALUE:	1006 311 001000
TOTAL VALUE:	1006 311 001000
PROPERTY TAX VALUE:	1006 311 001000
PROPERTY TAX RATE:	1006 311 001000
PROPERTY TAX YEAR:	1006 311 001000
PROPERTY TAX ID:	1006 311 001000
PROPERTY TAX CLASS:	1006 311 001000
PROPERTY TAX RATE:	1006 311 001000
PROPERTY TAX YEAR:	1006 311 001000

REAL PROPERTY ASSESSED VALUE	
LAND VALUE:	1006 311 001000
IMPROVEMENT VALUE:	1006 311 001000
TOTAL VALUE:	1006 311 001000
PROPERTY TAX VALUE:	1006 311 001000
PROPERTY TAX RATE:	1006 311 001000
PROPERTY TAX YEAR:	1006 311 001000
PROPERTY TAX ID:	1006 311 001000
PROPERTY TAX CLASS:	1006 311 001000
PROPERTY TAX RATE:	1006 311 001000
PROPERTY TAX YEAR:	1006 311 001000

PROPERTY OF SIZE AND ZONING INFORMATION	
PROPERTY SIZE:	1006 311 001000
PROPERTY ZONE:	1006 311 001000
PROPERTY CLASS:	1006 311 001000
PROPERTY STATUS:	1006 311 001000
PROPERTY TYPE:	1006 311 001000
PROPERTY VALUE:	1006 311 001000
PROPERTY DATE:	1006 311 001000
PROPERTY YEAR:	1006 311 001000

Clark County Assessor's Ownership History

<http://assgate.co.clark.or.us/assrcmptop/ParcelHistory.aspx?instance=>

Michele W. Shafe, Assessor

PARCEL OWNERSHIP HISTORY

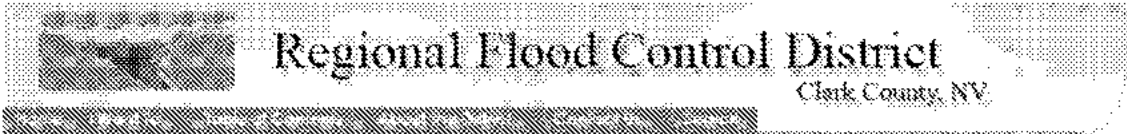
OWNER'S PARCEL NO.	OWNER'S NAME	RECORDING NUMBER	RECORDING DATE	MARK	MARK DATE	MARK TYPE
13-000000000000000000	CLARK COUNTY	130000000000000000	01/01/2000	130000000000000000	01/01/2000	130000000000000000
13-000000000000000000	CLARK COUNTY	130000000000000000	01/01/2000	130000000000000000	01/01/2000	130000000000000000
13-000000000000000000	CLARK COUNTY	130000000000000000	01/01/2000	130000000000000000	01/01/2000	130000000000000000

Note: Only data available from September 11, 1998 through present are available for viewing.

NOTE: THIS REPORT IS FOR INFORMATION ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA PROVIDED HEREIN.

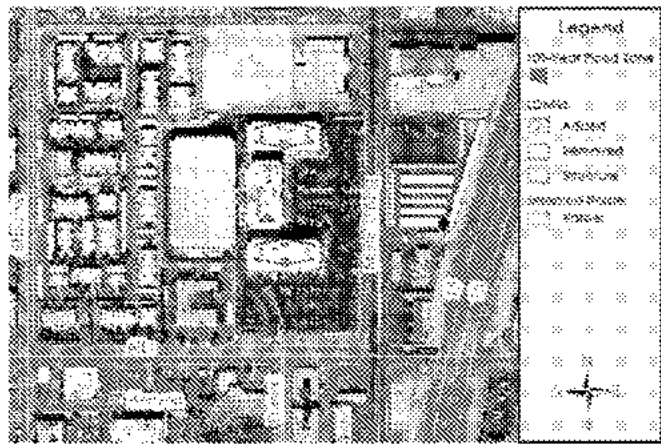
Property Account Inquiry - Summary Screen

New Search		Parcel/lot		Tax year		Assessor		Clark County, Nevada													
Parcel ID	135-03-202-008	Tax Year	2014	County	214	Rate	3.2741														
Site Address: 100 S MARTIN LUTHER KING BLVD LAS VEGAS Legal Description: JEEBSON DESCRIPTION PT 664 NEAR SEC 08 30 PT 66400 PT 02 66400 SEC 15 08 91																					
Static		Property Characteristics		Payment Dates		Property Documents															
Active	Tax Cap	4.2	Land	\$28164	200806201830	5/2/2013															
Exempt	Increase Pct.		Improvements	29601807																	
	Tax Cap Limit Amount	0.0586052	Total Assessed Value	2701158																	
	Use Cap Reduction	0.00	Net Assessed Value	2701158																	
	Land Use	2.78	Exemption Value Item Construction	0																	
	Cap Type	ENR	New Construction - Supp Value	0																	
	Adage	11.78																			
	Supplemental Tax	0.00																			
How		Name		Address		Since		To													
Owner	MID METRO L C	100 S MARTIN LUTHER KING BLVD LAS VEGAS		NEWSPAPER DIVISION		1/1/2008		Current													
Summary <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Item</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Tax as assessed</td> <td style="text-align: right;">\$390,473.55</td> </tr> <tr> <td>Use Cap Refund</td> <td style="text-align: right;">\$9,000</td> </tr> <tr> <td>Net Taxes</td> <td style="text-align: right;">\$381,473.55</td> </tr> </tbody> </table>										Item	Amount	Tax as assessed	\$390,473.55	Use Cap Refund	\$9,000	Net Taxes	\$381,473.55				
Item	Amount																				
Tax as assessed	\$390,473.55																				
Use Cap Refund	\$9,000																				
Net Taxes	\$381,473.55																				
PAST AND CURRENT CHARGES DUE TODAY <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Tax Year</th> <th>Charge Category</th> <th>Amount Due Today</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;">THERE IS NO PAST OR CURRENT AMOUNT DUE as of 11/21/2013</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: right;">\$0.00</td> </tr> </tbody> </table>										Tax Year	Charge Category	Amount Due Today	THERE IS NO PAST OR CURRENT AMOUNT DUE as of 11/21/2013					\$0.00			
Tax Year	Charge Category	Amount Due Today																			
THERE IS NO PAST OR CURRENT AMOUNT DUE as of 11/21/2013																					
		\$0.00																			
NEXT INSTALLMENT AMOUNTS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Tax Year</th> <th>Charge Category</th> <th>Installment Amount Due</th> </tr> </thead> <tbody> <tr> <td>2014</td> <td>Property Tax Principle</td> <td style="text-align: right;">\$222,753.27</td> </tr> <tr> <td colspan="2">NEXT INSTALLMENT DUE AMOUNT due on 1/8/2014</td> <td style="text-align: right;">\$222,753.27</td> </tr> </tbody> </table>										Tax Year	Charge Category	Installment Amount Due	2014	Property Tax Principle	\$222,753.27	NEXT INSTALLMENT DUE AMOUNT due on 1/8/2014		\$222,753.27			
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2014	Property Tax Principle	\$222,753.27																			
NEXT INSTALLMENT DUE AMOUNT due on 1/8/2014		\$222,753.27																			
TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Tax Year</th> <th>Charge Category</th> <th>Remaining Balance Due</th> </tr> </thead> <tbody> <tr> <td>2014</td> <td>Property Tax Principle</td> <td style="text-align: right;">\$222,753.27</td> </tr> <tr> <td>2014</td> <td>Las Vegas Arrears Item</td> <td style="text-align: right;">\$9,000</td> </tr> <tr> <td colspan="2">TAX YEAR TOTAL AMOUNTS DUE as of 11/21/2013</td> <td style="text-align: right;">\$231,753.27</td> </tr> </tbody> </table>										Tax Year	Charge Category	Remaining Balance Due	2014	Property Tax Principle	\$222,753.27	2014	Las Vegas Arrears Item	\$9,000	TAX YEAR TOTAL AMOUNTS DUE as of 11/21/2013		\$231,753.27
Tax Year	Charge Category	Remaining Balance Due																			
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2014	Las Vegas Arrears Item	\$9,000																			
TAX YEAR TOTAL AMOUNTS DUE as of 11/21/2013		\$231,753.27																			
PAYMENT HISTORY <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td>Last Payment Amount</td> <td style="text-align: right;">\$222,753.27</td> </tr> <tr> <td>Last Payment Date</td> <td style="text-align: right;">10/14/2013</td> </tr> <tr> <td>Fiscal Tax Year Payments</td> <td style="text-align: right;">\$445,206.57</td> </tr> <tr> <td>Prior Calendar Year Payments</td> <td style="text-align: right;">\$1,551,271.01</td> </tr> <tr> <td>Current Calendar Year Payments</td> <td style="text-align: right;">\$222,753.27</td> </tr> </tbody> </table>										Last Payment Amount	\$222,753.27	Last Payment Date	10/14/2013	Fiscal Tax Year Payments	\$445,206.57	Prior Calendar Year Payments	\$1,551,271.01	Current Calendar Year Payments	\$222,753.27		
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Current Calendar Year Payments	\$222,753.27																				



- [Home](#)
- [FloodZone](#)
- [Rainfall and Weather](#)
- [History of Flooding](#)
- [Projects](#)
- [Agencies](#)
- [Document Library](#)
- [GIS](#)
- [FloodView Advanced](#)
- [Meeting Dates](#)
- [Public Information](#)
- [Kid's Page](#)
- [Links](#)
- [Visit the
Clark County Regional Flood Control District](#)

(quick lookup)



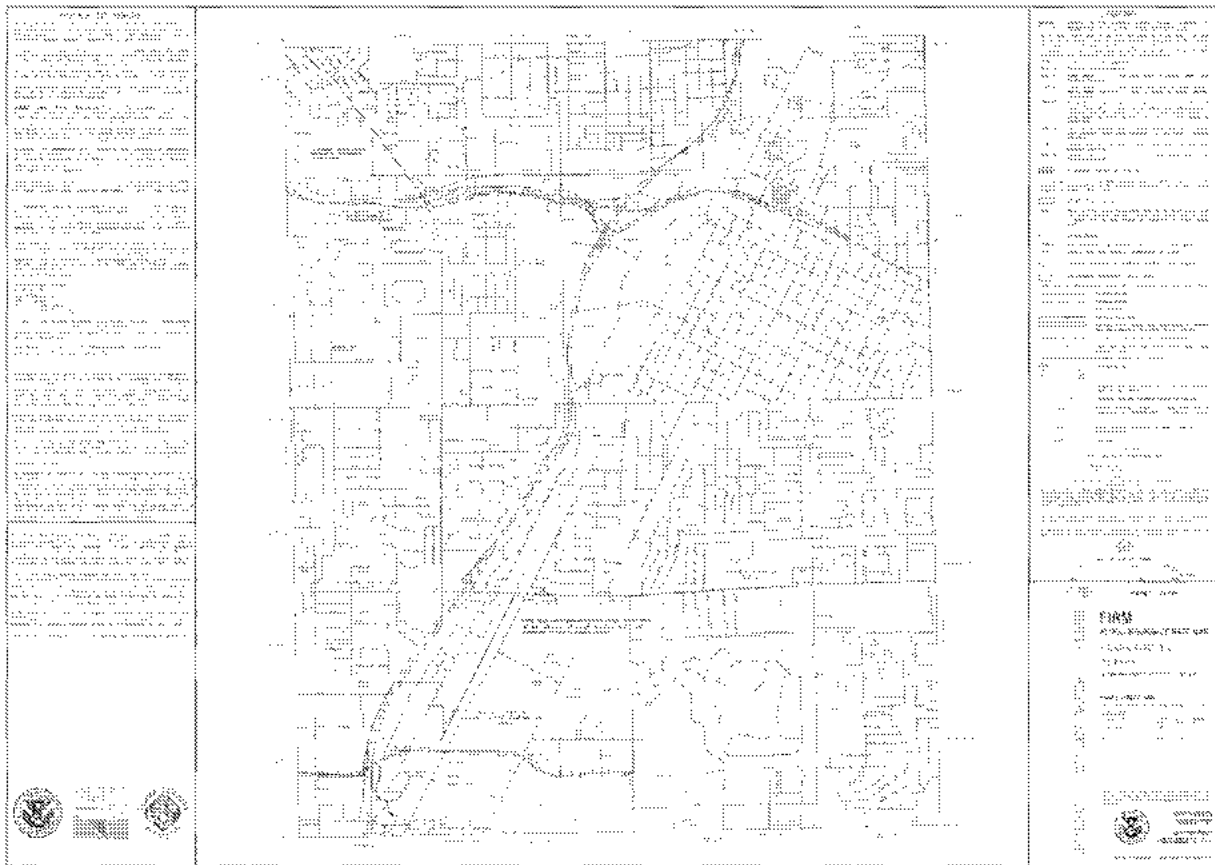
View Printer-Friendly Map

The District makes no warranties concerning the accuracy of this data. View Disclaimer

This parcel IS NOT in a 100-year flood zone.

<i>Parcel</i>	13933202009
<i>Owner</i>	H Q METRO L.L.C
<i>Address</i>	400 MARTIN L KING
<i>Entity</i>	Las Vegas
<i>Contact</i>	702-239-6541
<i>Flood Zone</i>	This parcel IS NOT in a 100-year flood zone.
<i>FIRM Panel</i>	View FIRM Panel (2179)
<i>LOMR</i>	This parcel is not affected by a LOMR

Enter a different address or parcel number



File# 13-098

HQ Metro 00707

A:\2015\000005\01-20150802\001067 Subject: 5 Truck of Mercedes

http://denver.ck.com/us/pw/AC123456789.pdf

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Address (Parcel Number):

a. 000-00-000
b. 000-00-000
c. _____
d. _____

2. Type of Property:

a. Vacant Land b. Single Fam. Res. PLS. RECORDER'S OPTIONAL USE ONLY
c. Cholo/Tenitee d. 2-4 Plex Fee/ _____
e. Agr. Uddc f. Comm. Blvd. I Use of Knowledge: _____
g. Agricultural h. Mobile Home Notes: _____
i. Other: _____

3. a. Total Value/Sales Price of Property: \$ _____
b. Total (3) line of Foreclosing Only (value of property): \$ _____
c. Transfer Tax Value: \$ _____
d. Real Property Transfer Tax Due: \$ _____

4. **Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section: _____
b. Explain Reason for Exemption: Check if wholly owned subsidiary of Grantor: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their knowledge and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disclosure of any claimed exemptions, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest of 1% per month. Pursuant to NRS 375.050, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____ Capacity: Grantor

Signature: _____ Capacity: Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)

Firm Name: 99 MERS, LLC
Address: 850 Howard Street Plaza, 26 Floor
City: Las Vegas
State: Nevada Zip: 89109

BUYER (GRANTEE) INFORMATION (REQUIRED)

Firm Name: 99 MERS, LLC
Address: 850 Howard Street, Suite 430
City: Las Vegas
State: Nevada Zip: 89109

COMPANY PERSON REPRESENTING THE COMPANY (required if not seller or buyer)

Firm Name: 99 MERS, LLC EIN: _____
Address: 850 Howard Street
City: Las Vegas State: Nev Zip: 89109

OR A PUBLIC RECORD THIS FORM MAY BE OBTAINED FROM HERE

CDOR_077_Form.pdf - 2/15/2015

A:\2015\09\09\201509021501061 Subject: 5 Book of Documents

emp-14-act-overlaid-ar.ms.pdf 1/03/2015 1:59:48

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

- a. 159-38-203-008
- b. 159-38-203-008
- c. _____
- d. _____

2. Type of Property:

- a. Vacant Land
- b. Single Fam. Hom.
- c. Condo/Unit
- d. 2nd Flies
- e. Ap. Bldg
- f. Common Use/1
- g. Agricultural
- h. Mobile Home
- i. Other

- j. Total Value/Market Price of Property \$ _____
- k. Grantor's Lien of Record/Secure Lien Value of Property \$ _____
- l. Transfer Tax Value \$ _____
- m. Real Property Transfer Tax Due \$ _____

3. JURISDICTIONAL MATTER

- a. Transfer Tax Exemption per NRS 375.089, Section 8
- b. Explain Reason for Exemption: Grantor owns 100% of Grantee

4. Partial Release: Percentage being transferred _____ %
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.089 and NRS 375.117, that the information provided is correct to the best of their information and belief, and can be supported by documentation furnished upon substantiating the information provided herein. Furthermore, the parties agree that falsification of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 15% per annum. Sections 11, NRS 375.089, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____ Capacity: Grantor
 Signature: _____ Capacity: Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: <u>Primo ABQ LLC</u>	Print Name: <u>Primo LLC</u>
Address: <u>3825 Avenida Encinas, Suite 20110</u>	Address: <u>2895 Howard Hughes Hwy, 289 E</u>
City: <u>Las Vegas</u>	City: <u>Las Vegas</u>
State: <u>Nevada</u>	State: <u>Nevada</u>
Zip: <u>89102</u>	Zip: <u>89102</u>

COMPANY/PERSONS REPRESENTING RECORDING (required if not seller or buyer)

Print Name: Nevada Title Co. Bureau # _____
 Address: 2078 E. Flamingo
 City: Las Vegas State: NV Zip: 89119

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/RECORDED

OCFL_201_Form.01 - 01/1/2009

THENCE ALONG THE NORTHEASTLY BENT OF WAY OF SAID ALTA CORNE THE FOLLOWING BENT (3) COURSES:

- 1) NORTH 82 DEGREES WEST 76.41 FEET
- 2) THENCE CURVED TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 2040 FEET (CONCAVE NORTHERLY THROUGH A CENTRAL ANGLE OF 73 DEGREES AN ARC LENGTH OF 7.04 FEET)
- 3) THENCE NORTH 80 DEGREES WEST 44.45 FEET
- 4) THENCE CURVED TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 2040 FEET (CONCAVE SOUTHERLY THROUGH A CENTRAL ANGLE OF 67 DEGREES AN ARC LENGTH OF 6.95 FEET)
- 5) THENCE NORTH 85 DEGREES WEST 127.04 FEET
- 6) THENCE CURVED TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 2040 FEET (CONCAVE SOUTHERLY THROUGH A CENTRAL ANGLE OF 77 DEGREES AN ARC LENGTH OF 8.95 FEET)
- 7) THENCE SOUTH 68 DEGREES WEST 39.03 FEET
- 8) THENCE SOUTH 65 DEGREES WEST 74.05 FEET TO THE EAST BOUNDARY OF LOT 2 AS SHOWN BY MAP THEREOF ON FILE IN THE 78 PAGE 19 OF PARCEL MAPS IN THE CLERK'S OFFICE RECORDER'S OFFICE VENTURA

THENCE DEPARTING SAID POINT OF BEGINNING ALONG THE EAST BOUNDARY OF SAID LOT 2 NORTHEASTLY 80 DEGREES EAST 229.76 FEET

THE NEW DEFINING SAID EAST BOUNDARY ALONG THE NORTH BOUNDARY OF SAID LOT 2 NORTH 85 DEGREES WEST 218.04 FEET TO THE EAST BOUNDARY (POINT D) AS SHOWN BY MAP THEREOF ON FILE IN FILE 78 PAGE 19 OF PARCEL MAPS IN THE CLERK'S OFFICE RECORDER'S OFFICE VENTURA

THENCE ALONG THE BOUNDARIES OF SAID LOT 2 THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 60 DEGREES EAST 54.41 FEET
- 2) THENCE SOUTH 85 DEGREES EAST 174.01 FEET
- 3) THENCE NORTH 60 DEGREES WEST 43.05 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN ORDER OF CONDEMNATION RECORDED MAP 14 21 2008 IN BOOK 2008104 OF OFFICIAL RECORDS AND INSTRUMENTS AND 2188 IN THE CLERK'S OFFICE RECORDER'S OFFICE VENTURA

THENCE ALONG THE SOUTH BOUNDARY OF SAID ORDER OF CONDEMNATION AND THE APPROXIMATE LOT 1 SOUTHWEST CORNER 218.04 FEET TO THE POINT OF BEGINNING CONTAINING 12.36 ACRES, MORE OR LESS.

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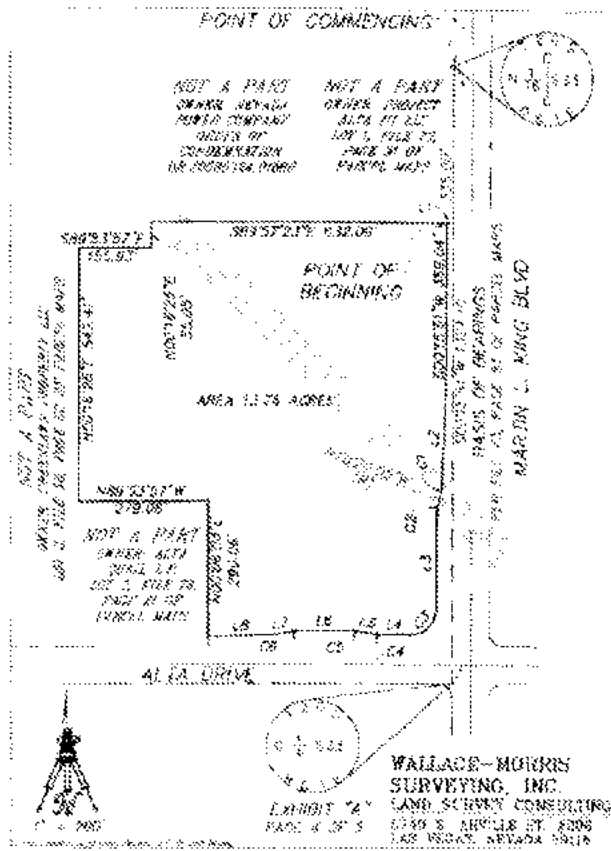
BASE OF BEARING

SOUTH 09°15'00" WEST BEARING (BT BEARING) OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 13, TOWNSHIP 20 SOUTH RANGE 03 EAST MAIN CLARK COUNTY NEBADA, AS SHOWN BY MAP THEREOF ON FILE IN THE CLERK'S OFFICE OF SAID CLARK COUNTY NEBADA, RECORDS OPEN TO PUBLIC INSPECTION.

THIS DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED TO BE USED TO DETERMINE TITLE UNLESS FULL COMPLIANCE WITH THE PROVISIONS OF N.E.S. CHAPTER 209.

STATE OF NEBRASKA
REGISTERED PROFESSIONAL SURVEYOR
EXPIRES 01/01/2016





Illustrations & Graphics

M

19.08.100

FIGURE 3- BUILDING HEIGHT

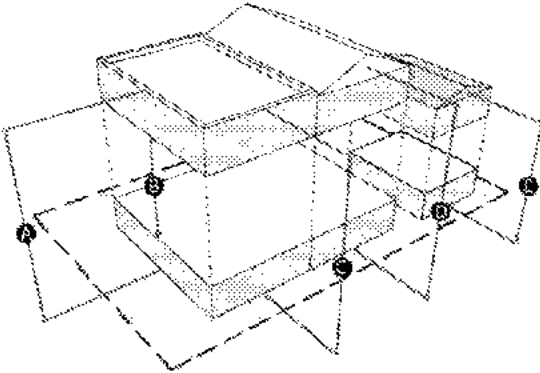
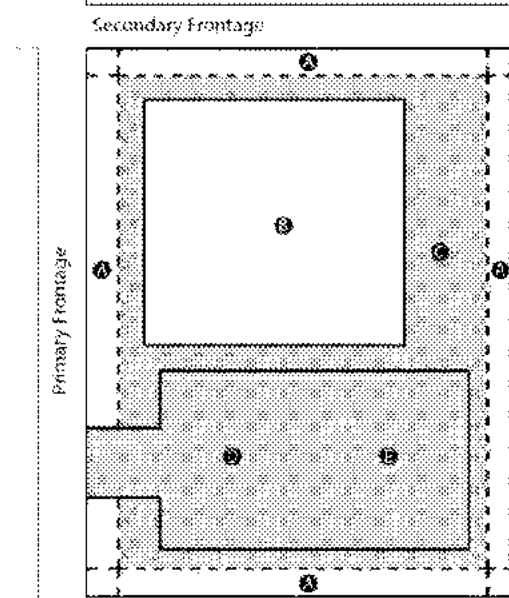


FIGURE 4- LANDSCAPE BUFFER AND TURF LIMITATIONS



BUILDING HEIGHT (see Figure 3) TABLE 3

A. Stories	NA
B. Floors	NA
C. Flat Roof - Max. Height	NA
D. Pitched Roof - Max. Height	NA
E. Accessory Bldg. - 5 Stories	Not to exceed the height of the principal structure

Footnotes:

1. Building heights may be affected by the residential occupancy standards set forth in LVBC 19.08.040(b)

LANDSCAPE BUFFERS AND TURF LIMITATIONS (see Figure 4) TABLE 4

A. Landscape Buffer - Minimum Zone Depths	15 feet - Adjacent to Right-of-Way 8 feet - Interior Lot Lines ¹
B. Primary Structure	
C. Turf Coverage	25% of landscapable area
D. Impermeable Surfaces	Should be minimized to reduce stormwater quality management impacts

Footnotes:

1. When building set-backs are required, the setbacks shall prevail

PARKING (see Figure 4) TABLE 5

E. Minimum On-site Parking Requirement ¹	Shall be as outlined in LVMC 19.12.160 based on the approved use
---	--

Footnotes:

1. Shall use the parking area design standard as outlined in LVMC 19.08.110.
2. Fuel-storage parking shall be calculated as proposed in LVMC 19.08.030(f)

19.12.010

Permitted Use - Table 2

P - Permitted	A - Accessory	C - Conditional
S - Special Use Permit	H - Home Occupation Permit	T - Temporary Commercial Permit

	U	R-2	R-1	R-1C	R-1H	R-2	R-1	R-1	R-1H	PA	PO	IO	C-1	C-2	C-PB	C-M	S	Additional Information	
Accessory Structure (Class I)	S	S	S															page 315	
Accessory Structure (Class II)	C	C	C	C	C	C	C	C	C	C								page 315	
Adult Day Care Center	S	S	S			S	S	S	S	C	C	P	P	P	P	P	P	page 315	
Airport, Helipad or Landing Field																	P	P	page 316
Amphitheater													S	C		C	C	page 316	
Ancillary Lounge Bar													S	S	S	S	S	page 316	
Animal Hospital, Clinic, or Shelter (with no Outside Pens)												S	S	P	P	P	P	page 317	
Animal Hospital, Clinic, or Shelter (with Outside Pens)	S	S										S	P			P	P	page 317	
Animal Keeping & Husbandry	C	C																page 317	
Animal Keeping, Wild or Exotic	C	C															C	page 317	
Animal Production	P	P																page 317	
Antique/Collectible Store													P	P		P	P	page 318	
Asphalt or Concrete Batch Plant																	P	page 318	
Assisted Living Apartments						S	P	P				S	S					page 318	
Astrologer, Hypnotist, or Psychic Art and Science											S		P	P		P	P	page 318	
Auction House													S		S	S		page 318	
Auto Broker													C	C		C	C	page 318	
Auto Dealer Inventory Storage													S	S	S	S	S	page 319	
Auto Paint & Body Repair Shop													S		C	C		page 319	
Auto Parts (Accessory Installation)													C	P		P	P	page 319	
Auto Part: (New & Rebuilt) (Accessory Sales & Service)													S	C		P	P	page 319	
Auto Repair Garage, Major														S		C	C	page 320	
Auto Repair Garage, Minor													S	C		C	C	page 320	
Auto Sales Showroom													S	P	S	P	P	page 320	
Auto Smog Check													C	C		C	C	page 321	
Auto Title Loan												S	S	S		C	C	page 321	
Automobile Rental													S	S		S	C	page 322	
Automobile Repossession Agency													C	C		C	C	page 322	
Ballroom Service													S	S		P	P	page 322	
Bakery, Retail												A	P	P	S	P	P	page 322	
Banquet Facility (Not over 1200 sq ft)													P	P	A	P	P	page 322	
Bed & Breakfast Inn	S	S	S	S	S	S	S	S	S	S								page 323	
Beer/Wine/Cooler Cultural Establishment													S	S		S	S	page 323	
Beer/Wine/Cooler Off Sale Establishment													S	S		S	S	page 323	

19.12.010

Permitted Use - Table 2

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	C	H	L	M	PL	PO	PS	PT	PH	PO	P	C	C	C	C	C	C	C	Additional Information	
Contractor's Plant, Shop & Storage Yard																		P	P	page 332
Convalescent Care Facility/Nursing Home	S	S	S	S		S	S	S				S	S	P						page 332
Convenience Store											A	C	C	S	C					page 333
Convent or Monastery							P	P												page 333
Crazy Cart										P	P	P	P	P	P					page 333
Country Club, Private	S	S	S	S		S	S	S	S	S	P	P	P							page 333
Crematory													C							page 333
Crop Production	P	P																		page 333
Custodial Institution															S	S				page 333
Customs & Craft Work												S	C	P	P					page 333
Daily Labor Service												S	S		S	S				page 334
Delivery and Service Vehicle Storage													S	S	P					page 334
Desktop Publishing										P	P	P	P	P	P					page 334
Dry Cleaning											S	P	P	S	P					page 334
Electric Generating Plant													S	S	S	S				page 334
Electric Utility Substation	S						S	S			S	P	P	P	P					page 334
Electrical, Watch, Clock, Jewelry & Similar Repair											A	P	P	S	P					page 334
Emergency Ambulance Services, General												S	P	P	P					page 335
Engineering Agency										P	P	P	P	P	P					page 335
Environmentally Hazardous Materials																		P		page 335
Escort Bureau												S	S		P	P				page 335
Facility for Transitional Living for Released Offenders							S	S												page 335
Facility to Provide Testing, Treatment, or Counseling for Drug or Alcohol Abuse												S	S		L	C				page 336
Financial Institution, General (with Drive-Through)												C	C	C	C	C				page 336
Financial Institution, General (without Drive-Through)											P	P	P	P	P					page 336
Financial Institution, Specified											S	S	S		C	C				page 336
Food Processing													L	P	P					page 337
Fraternity, Sorority House or Private Dining							S	S												page 338
Gaming Establishment, General Business-Related												S	S	S	S					page 338
Gaming Establishment, Non-Restricted												S	S	S	S					page 338
Gaming Establishment, Restricted												A	A	A	A					page 338
Garden Shop/Plant Nursery												C	C	P	P					page 338

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Permitted Use - Table 2

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	D	DK	DL	DLP	HEH	HR	HO	H4	HRR	NO	O	OC	OC	CH	PC	W	Additional Information
Beauty Shop												S	S		S	C	page 352
Beauty, Auto															S	C	page 353
Bed Boarding												C	C		C	C	page 354
Bed Sleep												C	C		C	C	page 354
Post Office, Local Service										P	P	P	P	P	P	P	page 354
Post Office, Regular												B	P	P	P	P	page 354
Printing & Publishing														P	P	P	page 354
Private Club, Lodge or Fraternal Organization											S	P	P		P	P	page 354
Private Sports Arena, Stadium or Track													S		S	P	page 354
Private Street	C	C	C	C	C	C	C	C	C								page 355
Psychology Practice										P	P	P	P	P	P	P	page 355
Public or Private School, Primary	S	S	S	B	B	B	S	S	S	S	B	S	S	S	S	S	page 356
Public or Private School, Secondary	B	B	B	S	S	S	S	S	S	B	C	S	S	S	S	S	page 356
Public Park or Playground	P	P	P	P	B	P	P	P	P	B	P	P	P	P	P	P	page 356
Radio Broadcasting											P	P	P	P	P	P	page 356
Radio, TV or Microwave Communication Tower											S	S	S	S	S	P	page 356
Rail Transit Yard or Shop																P	page 356
Recording Studio												S	B	S	P	P	page 356
Recreational Vehicle and Boat Storage												S	C		C	C	page 356
Recycling Collection Center															C	C	page 357
Retail Store (with Outside Storage)													S		P	P	page 357
Retail Store (without Outside Storage)												P	P		P	P	page 357
Rescue Mission or Shelter for the Homeless													S		S	S	page 357
Restaurant with Secure Bar											S	S	S	B	S	S	page 357
Restaurant, 2000 sq. ft. or more (with Drive-Through)												C	C		C	C	page 358
Restaurant, 2000 sq. ft. or more (without Drive-Through)											A	P	P	P	P	P	page 358
Restaurant, Less than 2000 sq. ft. (with Drive-Through)												C	C		C	C	page 358
Restaurant, Less than 2000 sq. ft. (without Drive-Through)																	page 358
Retail Establishment with Accessory Package Liquid Off-sale												S	S		S	S	page 358
Salvage or Reclamation of Products (Indoor)														S	P	P	page 359

19.12.010

Permitted Use - Table 2

P - Permitted	A - Accessory	C - Conditional
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	U	R/E	R/I	R/O	R/SH	M/1	M/2	M/4	R/SH	P/O	O	C/T	A/O	C/B	C/S	B	Additional Information
Salvage or Re-labour of Products (Outdoor)																C	page 359
Satellite Dish	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	page 360
Seasonal Outdoor Sales										T		T	T	T	T	T	page 360
Secondhand Dealer												S	S		C	C	page 361
Senior Cottages Apartments							C	C				S					page 361
Service Station (with incidental Automotive Repair)												S	S		C	C	page 361
Service Station (without Automotive Repair)												C	C		C	C	page 362
Sex Offender Counseling Facility												S	S		C	C	page 362
Sexually Oriented Business															C	C	page 363
Shipping Center												P	P		P	P	page 364
Short-Term Residential Rental	C	C	C	C	C	C	C	C	C								page 364
Single-Family Attached				P	P	P	P	P									page 365
Single-Family Detached	P	P	P		P	P	P	P	P								page 365
Single-Family Zero Lot Line				C	C												page 365
Single Room Occupancy Residence													S		P		page 365
Slaughtering and Processing of Live Poultry												S	S		S	P	page 365
Small Wind Energy System		C	C			C	C	C		C	C	C	C	C	C	C	page 366
Social Event with Alcoholic Beverage Sales										S	S	S	S	S	S	S	page 366
Social Service Provider												S	S	S	S	S	page 366
Solar Panel	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	page 366
Sound Stage												S	S		S	S	page 369
Supper Club												S	S	S	S	S	page 368
Swap Meet												S	S		C	C	page 369
Tattoo Parlor/Body Piercing Studio													S		P	P	page 369
Tavern Limited Establishment												S	S	S	S	S	page 369
Tack and Horse Yard															P	P	page 369
Teen Dance Center												C	C		C	C	page 370
Temporary Contractor's Construction Yard	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	page 370
Temporary Outdoor Commercial Event	T	T										T	T	T	T	T	page 370
Temporary Real Estate Sales Office	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	page 370
Tennis Courts, Accessory	C	C	C	C	C	C	C	C	C		C	C	C				page 371
Thriftshop												S	S		C	C	page 371
Thriftshop, Nonprofit												S	S		S	C	page 371

19.12.010

Permitted Use - Table 2

P - Permitted	A - Accessory	C - Conditional
S - Special Use Permit	H - Home Occupation Permit	T - Temporary Commercial Permit

	D	HH	RI	RC1	RC2	RI	R2	R3	R4	RAH	RI	D	C1	C2	CH	CR	C	Additional Information
Time-Share Development																	C	page 371
Towing & Impound Yard																S	C	page 371
Towing Services with No Storage																S	P	page 371
Townhome						P		P	P									page 372
Trade School													C	P	P	P	P	page 372
Trailer/RV Camp or Park													S	E		S	T	page 372
Transfer Passenger Facility													C	C		P	S	page 372
Truck Barge														S		P	P	page 372
Trucking Company														S		P	P	page 372
Tutoring Center													C	C	C	C	C	page 373
TV Broadcasting & Other Communications Services													S	S	S	S	P	page 373
Two-Family Dwelling						P	P	P										page 373
Union Lounge														S	S	S	S	page 373
Utility Installation, Other Than Listed	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	page 373
Utility Transmission Lines	C	E	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	page 373
Valet Parking														C	C	C	C	page 373
Vehicle Parking, Storage or Transfer in Residential Zoning Districts	C	C	C	C	C	C	C	C	C	C								page 374
Warehouse/Distribution Center															S	P	P	page 376
Wedding Chapel													P	P		P	P	page 376
Welding Business																P	P	page 376
Wholesale Showroom Facility															P	S	P	page 376
Wireless Communication Facility, Non-Sleuth Design (Not Qualifying for Conditional Use Approval)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	page 376
Wireless Communication Facility, Non-Sleuth Design (Qualifying for Conditional Use Approval)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	page 377
Wireless Communication Facility, Sleuth Design	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	page 377



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- 6. The peeling, casting, melting, refining, extruding, rolling, drawing or alloying of metals.
- 7. The testing of jet engines or other engines.
- 8. Refuse disposal services not listed elsewhere in this Title, including but not limited to landfills, incinerators and other facilities which receive garbage and refuse generated off-site for storage, treatment or disposal.
- 9. Boiler works.

On-site Parking Requirements: One space for each 500 square feet of gross floor area.

Facility for Transitional Living for Released Offenders

Description: A dwelling unit of a residential character that provides housing and a living environment for up to six persons who have been released from prison and who require assistance with reintegration into the community other than such a residence that is operated or maintained by a state or local government or an agency thereof. This term does not include a halfway house for recovering alcohol and drug abusers or a facility for the treatment of abuse of alcohol or drugs. As used in this description, "person who has been released from prison" means:

- 1. A parolee.
- 2. A person who is participating in:
 - a. A judicial program pursuant to NRS 306A096 or 213.625; or
 - b. A correctional program pursuant to NRS 209.488 or 213.630;
- 3. A person who is supervised by the Division of Parole and Probation of the Department of Public Safety through a residential confinement pursuant to NRS 213.371 to 213.410, inclusive; or
- 4. A person who, within the past 20 years, has been released from prison by expiration of his term of sentence.

Minimum 5-packet Use Permit Requirements:

- * 1. The facility must comply on an ongoing basis with all governmental licensing requirements.
- 2. The facility must be located on a parcel with a minimum size of six thousand five hundred square feet.
- 3. The facility must be located on a parcel that is within one thousand five hundred feet of an existing bus stop served by a regional bus system.
- 4. Off-street parking shall be provided on the basis of at least one space per five residents, plus an additional space for the administrator.
- 5. Indoor common area shall be provided on the basis of a minimum of fifteen square feet per resident.

6. The facility shall not be established or modified in a manner that would make it inconsistent with the scale and architectural character of the neighborhood.

7. No signage, graphics, display, or other visual representations that is visible from a public street shall be used in proximity to facility as a facility for transitional living for released offenders.

8. A facility may not be located closer than one thousand five hundred feet (measured by means of the shortest distance from property line to property line) from another facility for transitional living for released offenders, a Community Residence, church, synagogue, school, child care facility licensed for more than twelve children, or City park.

9. The number of occupants within a facility for transitional living for released offenders shall not exceed the following occupancy standards:

- a. For the first bedroom deemed to be the largest bedroom, a maximum of two adults (eighteen years of age or older);
- b. For each bedroom thereafter:
 - i. A maximum of one adult, for bedrooms less than one hundred square feet in area; and
 - ii. A maximum of two adults, for bedrooms one hundred square feet in area or greater.

On-site Parking Requirement: Off-street parking shall be provided on the basis of at least one space per five residents, plus an additional space for the administrator.

Facility to Provide Testing, Treatment, or Counseling for Drug or Alcohol Abuse

Description: A facility that:

- 1. Operates on premises subject to the provisions of NRS 289.42 and, by means of certified detoxification technicians or otherwise, provides care or treatment related to the physical and mental effects of the abuse of alcohol or drugs, or the effects of alcohol or drug dependency; or
- 2. Provides court-ordered or court-ordered testing, analysis, treatment or counseling related to the physical and mental effects of the abuse of alcohol or drugs, or the effects of alcohol or drug dependency.

On-site Parking Requirement: One space for each 300 square feet of gross floor area.

Financial Institutions, General

Description: Any business or organization which:

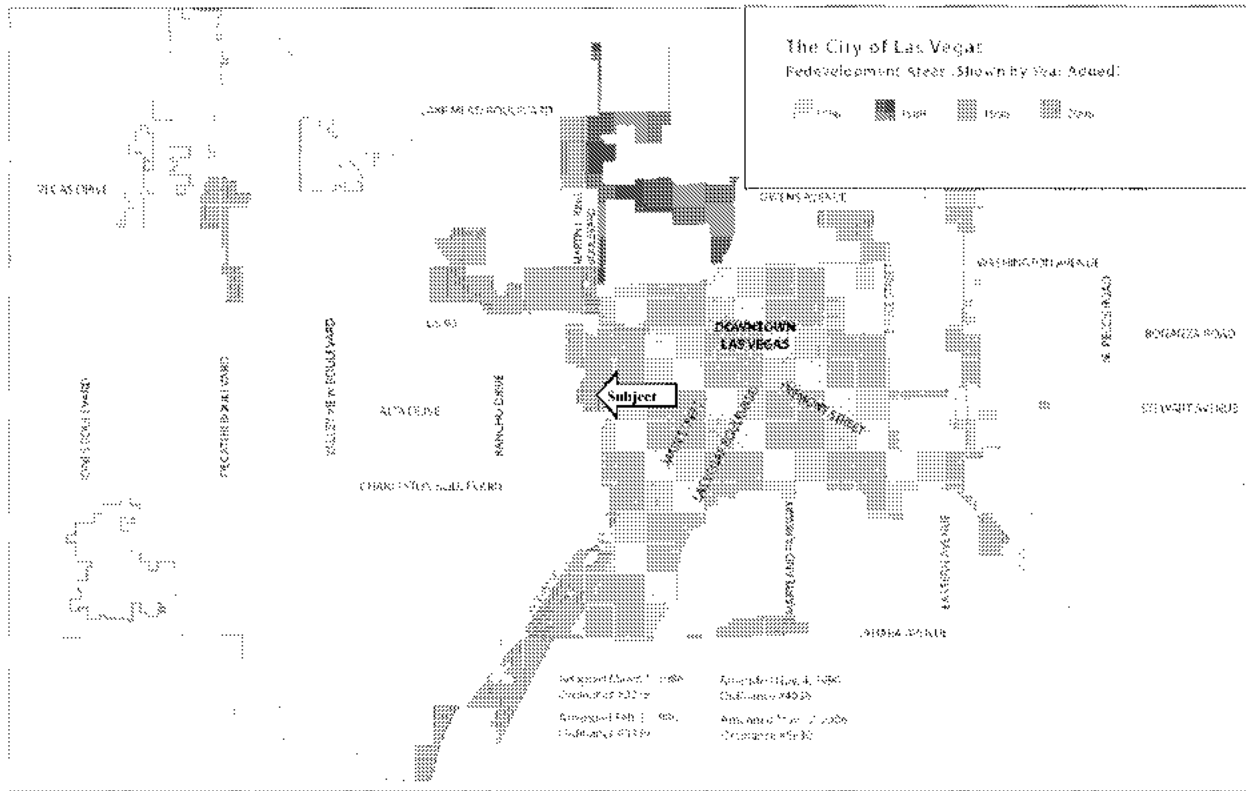
- 1. Holds or receives deposits, savings or share accounts;
- 2. Issues certificates of deposits;



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EQ Metro 00724

ADDENDUM D

COMPLAINT INFORMATION

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1 COMP
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3 KIRBY C. GRUCHOW, JR., ESQ.
4 Nevada Bar No. 6663
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8 Las Vegas, Nevada 89148
9 Telephone: (702) 538-9074
10 Facsimile: (702) 538-9113

11 Attorneys for Plaintiff

12 DISTRICT COURT

13 CLARK COUNTY, NEVADA

14 NEVADA POWER COMPANY, a Nevada
15 corporation, d/b/a NV ENERGY,

16 Plaintiff,

17 vs.

18 HQ METRO, LLC, an Arizona limited liability
19 company; LAS VEGAS METROPOLITAN
20 POLICE DEPARTMENT, a metropolitan
21 police department; PROJECT ALTA, LLC, a
22 Nevada limited liability company; PROJECT
23 ALTA II, LLC, a Nevada limited liability
24 company; PROJECT ALTA III, LLC, a
25 Nevada limited liability company; PROJECT
26 ALTA LIQUIDATING TRUST L/AD
27 12/31/09, by and through MARK L. FINE &
28 ASSOCIATES, a Nevada corporation,
individually and as Trustee; WELLS FARGO
BANK, NATIONAL ASSOCIATION, a
Delaware corporation; NEVADA TITLE
COMPANY, a Nevada corporation;
CENTRAL TELEPHONE COMPANY, a
Delaware corporation; COX
COMMUNICATIONS LAS VEGAS, INC., a
Delaware corporation; LAS VEGAS VALLEY
WATER DISTRICT, a quasi-municipal
corporation; CITY OF LAS VEGAS, a
municipal corporation; CLARK COUNTY, a
political subdivision of the State of Nevada; all
other persons unknown claiming any right,
title, estate, lien or interest in the real property
described in the Complaint; DOES I through
X; and ROE CORPORATIONS XI through
XX, inclusive,

Defendants.

Case No.: A-13-081632-C

Dept. No.: I

**PLAINTIFF'S VERIFIED COMPLAINT
IN EMINENT DOMAIN**

EXEMPT FROM ARBITRATION:

Action Concerning Title to Real Property

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PLAINTIFF'S VERIFIED COMPLAINT IN EMINENT DOMAIN

1
2 Plaintiff, NEVADA POWER COMPANY d/b/a NV ENERGY ("Plaintiff" or "NV
3 Energy"), files this Complaint and for its claims for relief against the above-named Defendants
4 alleges and claims as follows:

5 1. Plaintiff is, and at all relevant times herein was, a corporation incorporated,
6 organized and existing under and by virtue of the laws of the State of Nevada, having its
7 principal place of business in the County of Clark, State of Nevada, and operating as a public
8 utility under an exclusive franchise granted by the State of Nevada.

9 2. The purposes for which Plaintiff is incorporated and for which it has franchises
10 are, among other things, the right to engage in the business of generating, manufacturing,
11 transmitting, distributing, selling and otherwise disposing of electricity for power, light, heat and
12 other purposes, to furnish electric power, light and heat to counties, cities, villages, and towns,
13 and the inhabitants thereof, and to acquire by right of eminent domain all necessary rights and
14 easements for lines for telegraph, telephone, electric light and electric power and sites for plants
15 for electric light and power pursuant to the provisions of NRS Chapter 37, including NRS
16 37.010(1)(g).

17 3. Plaintiff is authorized to acquire, either in fee or any lesser estate or interest, real
18 property or interests therein for right of way for public utilities and related purposes through the
19 exercise of the power of eminent domain pursuant to the provisions of NRS Chapter 37.

20 4. Plaintiff has commenced this action to acquire right of way needed for permitting,
21 construction, operation and maintenance of 230kV/138kV/69kV transmission lines, and
22 associated facilities, which will be generally located in the area of Interstate 15 and Charleston
23 Boulevard, in the County of Clark, State of Nevada (the "Project"), and other public purposes.
24 The location, general route and termini of the right of way sought in this action is shown on the
25 drawing(s) attached hereto as Exhibit "1".

26 5. A public need and necessity exists for the Project, and the acquisition of the
27 property described herein is necessary for a public use, namely, the Project.

28 ...

LEACH JOHNSON SONG & GRIFFIN
8915 West Russell Road, Suite 100, Las Vegas, Nevada 89148
Telephone: (702) 536-9974 - Facsimile: (702) 538-9113

1 6. Plaintiff seeks to condemn certain easement interests on a portion of the property
2 generally located at 400 South Martin L. King Boulevard, Las Vegas, Nevada 89156, and
3 recognized by the Clark County Recorder's Office as APN 139-33-202-009 (the "Property").
4 Plaintiff requires a permanent easement on the Property (the "PE Acquisition Area") as well as
5 a temporary construction easement (the "TCE Acquisition Area") (collectively, the
6 "Acquisition Area"). The PE Acquisition Area is specifically identified in the documents
7 attached hereto as Exhibit "2", and the TCE Acquisition Area is specifically identified in the
8 documents attached hereto as Exhibit "3", including the easement documentation, drawing(s),
9 and legal description(s).

10 7. Plaintiff estimates the amount of time the TCE Acquisition Area may be utilized
11 for construction of the Project as set forth in Exhibit "3", but recognizes that the actual amount
12 of time that the TCE Acquisition Area may be utilized for construction of the Project may be less
13 than Plaintiff estimates, and Plaintiff will therefore compensate Defendants for the actual amount
14 of time it utilizes the TCE Acquisition Area for construction of the Project.

15 8. The names of all owners, occupants and/or claimants of an interest in the property
16 sought to be acquired, insofar as known to Plaintiff at the time of the filing of this Complaint, are
17 as follows:

18 A. Defendant HQ METRO, LLC, an Arizona limited liability company, is the
19 record owner of the Acquisition Area pursuant to a GRANT BARGAIN AND SALE DEED
20 recorded September 2, 2009, in Book No. 20090902, as Instrument No. 0001863, of the Official
21 Records of the Clark County Recorder;

22 B. Defendant LAS VEGAS METROPOLITAN POLICE DEPARTMENT, a
23 metropolitan police department, may have an interest in the Acquisition Area as a Tenant at the
24 Property pursuant to an unrecorded LEASE;

25 ...
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1 C. Defendant PROJECT ALTA, LLC, a Nevada limited liability company,
2 may have an interest in the Acquisition Area pursuant to the following:

3 (1) MEMORANDUM OF LEASE AND PURCHASE OPTION
4 recorded September 2, 2009, in Book No. 20090902, as Instrument No. 0000688, of the Official
5 Records of the Clark County Recorder;

6 (2) AGREEMENT recorded September 2, 2009, in Book No
7 20090902, as Instrument No. 0001861, of the Official Records of the Clark County Recorder;
8 and

9 (3) ASSIGNMENT OF LEASE recorded September 2, 2009, in Book
10 No. 20090902, as Instrument No. 0001864, of the Official Records of the Clark County
11 Recorder;

12 D. Defendant PROJECT ALTA II, LLC, a Nevada limited liability company,
13 may have an interest in the Acquisition Area pursuant to the following:

14 (1) MEMORANDUM OF LEASE AND PURCHASE OPTION
15 recorded September 2, 2009, in Book No. 20090902, as Instrument No. 0000688, of the Official
16 Records of the Clark County Recorder;

17 (2) AGREEMENT recorded September 2, 2009, in Book No.
18 20090902, as Instrument No. 0001861, of the Official Records of the Clark County Recorder;
19 and

20 (3) ASSIGNMENT OF LEASE recorded September 2, 2009, in Book
21 No. 20090902, as Instrument No. 0001864, of the Official Records of the Clark County
22 Recorder;

23 E. Defendant PROJECT ALTA III, LLC, a Nevada limited liability
24 company, may have an interest in the Acquisition Area pursuant to an ACCESS BASEMENT
25 AGREEMENT recorded October 4, 2010, in Book No. 20101004, as Instrument No. 0003385,
26 of the Official Records of the Clark County Recorder;

27 ...
28 ...

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8945 West Sunset Road, Suite 250, Las Vegas, Nevada 89148
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1 F. Defendant PROJECT ALTA LIQUIDATING TRUST U/A/D 12/31/09,
2 by and through MARK L. FINE & ASSOCIATES, a Nevada corporation, individually and as
3 Trustee, may have an interest in the Acquisition Area pursuant to the following:

4 (1) SUBORDINATE NOTE DEED OF TRUST, ASSIGNMENT OF
5 RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (SUB NOTE)
6 recorded September 2, 2009, in Book No. 20090902, as Instrument No. 0001869, of the Official
7 Records of the Clark County Recorder;

8 (2) SUBORDINATION, NON-DISTURBANCE AND
9 ATTORNMENT AGREEMENT recorded September 2, 2009, in Book No. 20090902, as
10 Instrument No. 0001870, of the Official Records of the Clark County Recorder;

11 (3) UCC-1 FINANCING STATEMENT recorded September 2, 2009,
12 in Book No. 20090902, as Instrument No. 0001873, of the Official Records of the Clark County
13 Recorder;

14 (4) ASSIGNMENT OF BENEFICIAL INTEREST UNDER
15 SUBORDINATE NOTE DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
16 SECURITY AGREEMENT AND FIXTURE FILING (SUB NOTE), SUBORDINATION,
17 NON-DISTURBANCE AND ATTORNMENT AGREEMENT, AND ALL OTHER LOAN
18 DOCUMENTS recorded January 6, 2010, in Book No. 20100106, as Instrument No. 0003873, of
19 the Official Records of the Clark County Recorder; and

20 (5) UCC-3 FINANCING STATEMENT AMENDMENT recorded
21 February 1, 2010, in Book No. 20100201, as Instrument No. 0003013, of the Official Records of
22 the Clark County Recorder;

23 G. Defendant WELLS FARGO BANK, NATIONAL ASSOCIATION, a
24 Delaware corporation, may have an interest in the Acquisition Area pursuant to the following:

25 (1) AGREEMENT recorded September 2, 2009, in Book No.
26 20090902, as Instrument No. 0001861, of the Official Records of the Clark County Recorder;

27 ...
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- 1 (2) SENIOR DEED OF TRUST, ASSIGNMENT OF RENTS AND
- 2 LEASES, SECURITY AGREEMENT AND FIXTURE FILING (SERIES A) recorded
- 3 September 2, 2009, in Book No. 20090902, as Instrument No. 0001865, of the Official Records
- 4 of the Clark County Recorder;
- 5 (3) SUBORDINATION, NON-DISTURBANCE AND
- 6 ATTORNMENT AGREEMENT recorded September 2, 2009, in Book No. 20090902, as
- 7 Instrument No. 0001866, of the Official Records of the Clark County Recorder;
- 8 (4) SUBORDINATE DEED OF TRUST, ASSIGNMENT OF RENTS
- 9 AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (SERIES B) recorded
- 10 September 2, 2009, in Book No. 20090902, as Instrument No. 0001867, of the Official Records
- 11 of the Clark County Recorder;
- 12 (5) SUBORDINATION, NON-DISTURBANCE AND
- 13 ATTORNMENT AGREEMENT recorded September 2, 2009, in Book No. 20090902, as
- 14 Instrument No. 0001868, of the Official Records of the Clark County Recorder;
- 15 (6) ASSIGNMENT AGREEMENT (HQ METRO, LLC) recorded
- 16 September 2, 2009, in Book No. 20090902, as Instrument No. 0001871, of the Official Records
- 17 of the Clark County Recorder;
- 18 (7) UCC-1 FINANCING STATEMENT recorded September 2, 2009,
- 19 in Book No. 20090902, as Instrument No. 0001872, of the Official Records of the Clark County
- 20 Recorder;
- 21 (8) AGREEMENT SUBJECTING DEED OF TRUST TO
- 22 EASEMENT recorded March 3, 2010, in Book No. 20100303, as Instrument No. 0004303, of
- 23 the Official Records of the Clark County Recorder.
- 24 (9) AGREEMENT SUBJECTING DEED OF TRUST TO
- 25 EASEMENT recorded March 3, 2010, in Book No. 20100303, as Instrument No. 0004304, of
- 26 the Official Records of the Clark County Recorder; and
- 27 ...
- 28 ...

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1 (10) AGREEMENT SUBJECTING DEED OF TRUST TO
2 EASEMENT recorded March 3, 2010, in Book No. 20100303, as Instrument No. 0004305, of
3 the Official Records of the Clark County Recorder;

4 H. Defendant NEVADA TITLE COMPANY, a Nevada corporation, may
5 have an interest in the Acquisition Area pursuant to a SUBORDINATE NOTE DEED OF
6 TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND
7 FIXTURE FILING (SUB NOTE) recorded September 2, 2009, in Book No. 20090902, as
8 Instrument No. 0001869, of the Official Records of the Clark County Recorder;

9 I. Defendant CENTRAL TELEPHONE COMPANY, a Delaware
10 corporation, may have an interest in the Acquisition Area pursuant to any grant of rights and
11 right of way created by the following:

12 (1) RIGHT OF WAY GRANT recorded May 1, 1978, in Book No.
13 880, as Instrument No. 839802, of the Official Records of the Clark County Recorder;

14 (2) COMMUNICATION SYSTEM EASEMENT recorded January
15 12, 2010, in Book No. 20100112, as Instrument No. 0003305, of the Official Records of the
16 Clark County Recorder;

17 (3) AGREEMENT SUBJECTING DEED OF TRUST TO
18 EASEMENT recorded March 3, 2010, in Book No. 20100303, as Instrument No. 0004303, of
19 the Official Records of the Clark County Recorder;

20 (4) AGREEMENT SUBJECTING DEED OF TRUST TO
21 EASEMENT recorded March 3, 2010, in Book No. 20100303, as Instrument No. 0004304, of
22 the Official Records of the Clark County Recorder; and

23 (5) AGREEMENT SUBJECTING DEED OF TRUST TO
24 EASEMENT recorded March 3, 2010, in Book No. 20100303, as Instrument No. 0004305, of
25 the Official Records of the Clark County Recorder;

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28 ...

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1 J. Defendant COX COMMUNICATIONS LAS VEGAS, INC., a Delaware
2 corporation, may have an interest in the Acquisition Area pursuant to any grant of rights and
3 right of way created by a GRANT OF EASEMENT recorded February 18, 2010, in Book No.
4 20100218, as Instrument No. 0001014, of the Official Records of the Clark County Recorder;

5 K. Defendant LAS VEGAS VALLEY WATER DISTRICT, a quasi-
6 municipal corporation, may have an interest in the Acquisition Area pursuant to any grant of
7 rights and right of way created by the following:

8 (1) EASEMENTS AND RIGHTS-OF-WAY recorded October 21,
9 2009, in Book No. 20091021, as Instrument No. 0002768, of the Official Records of the Clark
10 County Recorder;

11 (2) EASEMENTS AND RIGHTS-OF-WAY recorded October 21,
12 2009, in Book No. 20091021, as Instrument No. 0002769, of the Official Records of the Clark
13 County Recorder;

14 (3) EASEMENTS AND RIGHTS-OF-WAY recorded October 21,
15 2009, in Book No. 20091021, as Instrument No. 0002770, of the Official Records of the Clark
16 County Recorder; and

17 (4) EASEMENTS AND RIGHTS-OF-WAY recorded October 21,
18 2009, in Book No. 20091021, as Instrument No. 0002771, of the Official Records of the Clark
19 County Recorder;

20 L. Defendant CITY OF LAS VEGAS, a municipal corporation, may have an
21 interest in the Acquisition Area pursuant to any grant of rights and right of way created by the
22 following, and may be a lien holder against the Acquisition Area for, among other things, Special
23 Assessments, taxes and/or rights of way:

24 (1) PARCEL MAP FOR 70 LIMITED PARTNERSHIP recorded May
25 10, 1994, in Book No. 940510, as Instrument No. 01495 - File 79 of Parcel Maps, Page 21 - of
26 the Official Records of the Clark County Recorder;

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28 ...

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- 1 (2) CITY OF LAS VEGAS NOTICE OF ZONING ACTION recorded
- 2 April 21, 2009, in Book No. 20090421, as Instrument No. 0001989, of the Official Records of
- 3 the Clark County Recorder;
- 4 (3) CITY OF LAS VEGAS NOTICE OF ZONING ACTION recorded
- 5 May 14, 2009, in Book No. 20090514, as Instrument No. 0001865, of the Official Records of the
- 6 Clark County Recorder;
- 7 (4) GRANT DEED recorded August 26, 2009, in Book No. 20090826,
- 8 as Instrument No. 0002169, of the Official Records of the Clark County Recorder;
- 9 (5) GRANT DEED recorded August 26, 2009, in Book No. 20090826,
- 10 as Instrument No. 0002170, of the Official Records of the Clark County Recorder;
- 11 (6) GRANT DEED recorded August 26, 2009, in Book No. 20090826,
- 12 as Instrument No. 0002171, of the Official Records of the Clark County Recorder;
- 13 (7) GRANT DEED recorded August 26, 2009, in Book No. 20090826,
- 14 as Instrument No. 0002172, of the Official Records of the Clark County Recorder;
- 15 (8) RIGHT OF WAY GRANT FOR STREETLIGHT PURPOSES
- 16 recorded September 25, 2009, in Book No. 20090925, as Instrument No. 0002933, of the Official
- 17 Records of the Clark County Recorder;
- 18 (9) RIGHT OF WAY GRANT FOR PEDESTRIAN WALKWAY
- 19 PURPOSES recorded September 25, 2009, in Book No. 20090925, as Instrument No. 0002934,
- 20 of the Official Records of the Clark County Recorder;
- 21 (10) RIGHT OF WAY GRANT FOR TRAFFIC PURPOSES recorded
- 22 September 25, 2009, in Book No. 20090925, as Instrument No. 0002935, of the Official Records
- 23 of the Clark County Recorder; and
- 24 (11) ENCROACHMENT AGREEMENT (SHORT-TERM) recorded
- 25 October 22, 2009, in Book No. 20091022, as Instrument No. 0000939, of the Official Records of
- 26 the Clark County Recorder;
- 27 ...
- 28 ...

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1 M. Defendant CLARK COUNTY, a political subdivision of the State of
 2 Nevada, may have an interest in the Acquisition Area pursuant to any grant of rights and right of
 3 way created by the following, and may be a lien holder against the Acquisition Area for, among
 4 other things, Special Assessments, sanitation assessments, easements and/or for property taxes:

5 (1) MEMORANDUM OF LEASE AND PURCHASE OPTION
 6 recorded September 2, 2009, in Book No. 20090902, as Instrument No. 0000588, of the Official
 7 Records of the Clark County Recorder;

8 (2) SUBORDINATION, NON-DISTURBANCE AND
 9 ATTORNMENT AGREEMENT recorded September 2, 2009, in Book No. 20090902, as
 10 Instrument No. 0001866, of the Official Records of the Clark County Recorder;

11 (3) SUBORDINATION, NON-DISTURBANCE AND
 12 ATTORNMENT AGREEMENT recorded September 2, 2009, in Book No. 20090902, as
 13 Instrument No. 0001868, of the Official Records of the Clark County Recorder; and

14 (4) SUBORDINATION, NON-DISTURBANCE AND
 15 ATTORNMENT AGREEMENT recorded September 2, 2009, in Book No. 20090902, as
 16 Instrument No. 0001870, of the Official Records of the Clark County Recorder;

17 N. Plaintiff has been informed and believes and therefore alleges that there
 18 may be other persons, corporations, partnerships, or entities identified herein as DOES I through
 19 X and ROE CORPORATIONS XI through XX, who may have, or claim to have, a right, title,
 20 estate, lien or interest in the Acquisition Area and whose names are unknown to Plaintiff at this
 21 time. Such unknown persons are identified herein pursuant to, among other rules of law, NRS
 22 Section 37.070(1)(c). If the true names and identities of such persons are ascertained, Plaintiff
 23 reserves the right, in its sole and absolute discretion, to seek leave of Court to amend its
 24 Complaint to add the names of any additional interested Defendants.

25 9. The Acquisition Area sought to be acquired herein is only part of a larger
 26 parcel(s) or tract of land that the Defendants own or may claim an interest in, and is more
 27 particularly shown on the drawing(s) attached hereto as Exhibit "I", which delineate the
 28 Acquisition Area as it relates to the larger parcel.

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1 10. If there are two or more estates or divided interests in the Acquisition Area, then
2 NRS Section 37.115 entitles Plaintiff to have the amount of the award for the Acquisition Area
3 first determined as between Plaintiff and all Defendants claiming any interest therein as if the fee
4 interest is not divided; and provides that the respective rights of such Defendants in and to the
5 award are to be determined subsequently in a later and separate hearing in the same proceeding.

6 11. In the event contamination is discovered at the Acquisition Area, Plaintiff
7 reserves any and all rights it has or may have to recover in this action, in any subsequent action,
8 or by any administrative means, all costs of remediation and/or cleanup of the contamination at
9 the Acquisition Area necessitated by any conditions that are present at the time Plaintiff acquires
10 the right to occupy the Acquisition Area. Plaintiff further reserves any and all rights it has or
11 may have to pursue any remedies to compel Defendants to remediate and/or cleanup any
12 contamination at the Acquisition Area in accordance with applicable laws and regulations.

13 Plaintiff reserves any and all rights it has or may have to request or petition the Court to
14 direct the Clerk to set aside and/or reserve any funds deposited by Plaintiff in conjunction with
15 Plaintiff's right to occupy the Acquisition Area in an amount sufficient to remediate and/or
16 cleanup any contamination existing at the Acquisition Area at the time Plaintiff acquires the right
17 to occupy the Acquisition Area.

18 12. This matter is entitled to a priority trial setting pursuant to NRS 37.055.

19 13. Plaintiff has taken all preliminary steps required by law to institute this
20 proceeding.

21 WHEREFORE, Plaintiff prays that this Honorable Court do the following:

22 1. Enter an order allowing Plaintiff to take immediate possession and occupancy of
23 the Acquisition Area;

24 2. Ascertain and assess the amount of reasonable and just compensation due the
25 Defendants for the taking of the Acquisition Area assuming the fee interest is not divided, and
26 determine in a separate hearing the respective rights of the Defendants in and to the award herein
27 pursuant to NRS Chapter 37;


28 ...

1 3. Enter judgment and a final order of condemnation against each and every
2 Defendant condemning title in the Acquisition Area in favor of NV Energy as hereinbefore
3 described; and

4 4. Enter an order or judgment for such other and further relief as the Court deems
5 just and proper.

6 DATED this 10th day of May, 2013.

7 LEACH JOHNSON SONG & GRUCHOW

8
9 By: 
10 KIRBY C. GRUCHOW, JR., ESQ.
11 Nevada Bar No. 6663
12 MICHAEL W. MCKELLEE, ESQ.
13 Nevada Bar No. 12040
14 8945 West Russell Road, Suite 330
15 Las Vegas, Nevada 89148
16 Phone: (702) 538-9674
17 Attorneys for Plaintiff Nevada Power
18 Company d/b/a NV Energy
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LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9674 - Facsimile: (702) 538-9313

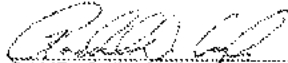
1 VERIFICATION

2 STATE OF NEVADA }
3 COUNTY OF CLARK } ss

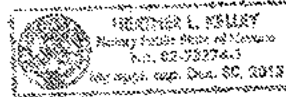
4 RANDAL CAGLE, being first duly sworn, deposes and says,

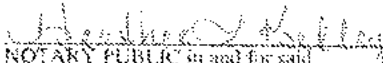
5 That he is the Manager of Property Services for Nevada Power Company d/b/a NV
6 Energy, Plaintiff in the above-entitled action, that he has read the above and foregoing
7 VERIFIED COMPLAINT IN EMINENT DOMAIN, knows the contents thereof, and that the
8 same is true of his own knowledge, except as to those matters therein stated on information and
9 belief, and as to those matters, he believes them to be true.

10 DATED this 7th day of May, 2013.

11
12
13 
14 RANDAL CAGLE, Manager of Property Services
15 for Nevada Power Company d/b/a NV Energy

16 SUBSCRIBED and SWORN to before me
17 this 7th day of May, 2013.



18 
19 NOTARY PUBLIC in and for said
20 County and State

LEACH JOHNSON SORG & GREGGROW
4745 West Russell Road, Suite 100, Las Vegas, Nevada 89148
Telephone: (702) 331-9974 Fax: (702) 331-9971

APN: 139-33-202-009

PERPETUAL EASEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy and its successors and assigns ("NV Energy"), for use by them and their employees and contractors, hereby acquire a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("Utility Facilities") upon, over, under and through the property described in Exhibit "A" hereto (the "Easement Area");
2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area and the property described in Exhibit "B" hereto (the "Property");
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from the Easement Area and the Property; and
4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as NV Energy may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

NV Energy will be responsible for any damages, proximately caused by NV Energy negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by the property owners and located on the Easement Area after the date that NV Energy obtains occupancy of the Easement Area pursuant to NRS Chapter 37. However, this paragraph does not apply to, and NV Energy is not responsible for, any damages caused when NV Energy exercises its rights under numbered Paragraph 4 above.

The property owner covenants for the benefit of NV Energy, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of NV Energy (which NV Energy will not unreasonably withhold), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. NV Energy and the property owner must document NV Energy's consent by both NV Energy and the property owner signing NV Energy's standard, recordable use agreement. The property owner retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with NV Energy's rights herein and are in all respects consistent with NV Energy's rights herein, NV Energy's electrical practices, and the National Electrical Safety Code.



EXHIBIT A



PROJECT ID: LR697NJR2
 PROJECT NEON
 APN: 139-33-202-009
 14 MAY 2012
 PREPARED BY: CV
 CHECKED BY: SD
 PAGE 1 OF 3

LAND DESCRIPTION:

A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN "GRANT BARGAIN AND SALE DEED" RECORDED SEPTEMBER 2, 2009 IN BOOK 20090902 AS INSTRUMENT NO. 01863 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 51 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 00°01'49" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 267.13 FEET; THENCE NORTH 89°58'11" WEST, DEPARTING SAID EAST LINE, 34.50 FEET TO THE POINT OF BEGINNING, SAME BEING THE WESTERLY RIGHT-OF-WAY OF MARTIN LUTHER KING BOULEVARD (WIDTH VARIES) DESCRIBED IN THAT CERTAIN "GRANT DEED" RECORDED AUGUST 26, 2009 IN BOOK 20090826 AS INSTRUMENT NO. 02171 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; THENCE ALONG SAID RIGHT-OF-WAY AND THE UNBROKEN TRANSITION THEREOF ONTO AND ALONG THE NORTHERLY RIGHT-OF-WAY OF ALTA DRIVE, BEING DESCRIBED IN THOSE CERTAIN "GRANT DEEDS" RECORDED AUGUST 26, 2009 IN BOOK 20090826 AS INSTRUMENT NUMBERS 02169, 02170 AND 02172 OF SAID OFFICIAL RECORDS, THE FOLLOWING EIGHT (8) COURSES: 1) SOUTH 00°01'49" WEST, 108.38 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 54.00 FEET; 2) SOUTHWESTERLY ALONG SAID CURVE, 84.57 FEET THROUGH A CENTRAL ANGLE OF 69°50'12"; 3) SOUTH 88°52'01" WEST, 70.41 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET; 4) NORTHWESTERLY ALONG SAID CURVE, 3.30 FEET THROUGH A CENTRAL

P.O. BOX 96910, LAS VEGAS, NEVADA 89191-0691 4226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
 P.O. BOX 20180, RENO, NEVADA 89520-3150 6160 NEIL ROAD, RENO, NEVADA 89511 nveenergy.com

PROJECT ID: LR697N:LR2
PROJECT NEON
APN: 139-33-202-009
PAGE 2 OF 3

ANGLE OF 09°27'51"; 5) NORTH 80°40'08" WEST, 44.51 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET; 6) NORTHWESTERLY ALONG SAID CURVE, 4.98 FEET THROUGH A CENTRAL ANGLE OF 09°27'51"; 7) SOUTH 89°52'01" WEST, 125.84 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; 8) SOUTHWESTERLY ALONG SAID CURVE, 5.22 FEET THROUGH A CENTRAL ANGLE OF 09°58'09"; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 00°12'40" WEST, 40.93 FEET; THENCE NORTH 88°02'57" EAST, 282.90 FEET; THENCE NORTH 23°03'40" EAST, 104.67 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 16,881 SQUARE FEET.

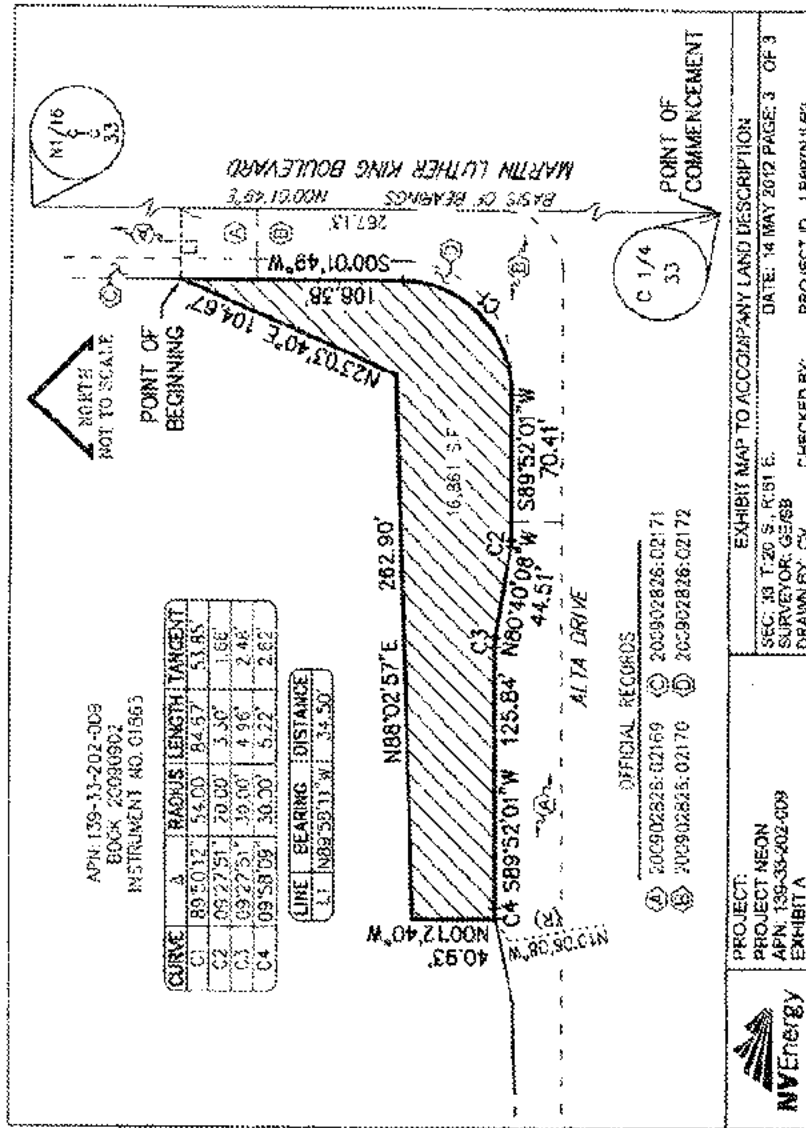
BASIS OF BEARINGS:

NORTH 00°31'49" EAST BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MEASURED IN THE NEVADA EAST ZONE (2701) STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83)

END OF LAND DESCRIPTION.

NOTE: THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

CORBIN L. VAN NEST, PLS
STATE OF NEVADA NO. 14349
FOR AND AT THE INSTANCE OF NV ENERGY



APN: 139-33-202-009

TEMPORARY CONSTRUCTION EASEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy and its successors and assigns ("NV Energy"), for use by them and their employees and contractors, hereby acquire a temporary right and easement on the real property situated in Clark County, Nevada, identified on Exhibit "A" hereto, and commonly known as APN 139-33-202-009 (the "Property"):

1. to use and restore an area approximately one hundred (100) feet by one hundred eighty-one (181) feet and one hundred eleven (111) feet by one hundred eighty-one (181) feet for construction staging (including but not limited to parking vehicles and storing materials), pulling cable, and wire tensioning in the location identified on Exhibit "B" hereto ("Temporary Easement Area");
2. to perform final cleanup of and restore to its before condition the Temporary Easement Area;
3. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Temporary Easement Area; and
4. for the unrestricted, contiguous access of vehicles and pedestrians along and through the Property to the Temporary Easement Area, for the ingress of vehicles and pedestrians to the Temporary Easement Area from the Property, and for the egress of vehicles and pedestrians from the Temporary Easement Area over the Property.

NV Energy has the right to permanently remove or clear any and all materials, trees, brush, debris, structures, and any other obstruction from the Temporary Easement Area that in in NV Energy's reasonable judgment may interfere with or endanger NV Energy's use of or activities on the Temporary Easement Area.

NV Energy will be responsible for any damages, proximately caused by NV Energy's negligent use of or activities on the Temporary Easement Area, to any tangible, personal property or improvements owned by the property owner and located on the Temporary Easement Area after the date that NV Energy obtains occupancy of the Temporary Easement Area pursuant to NRS Chapter 37. NV Energy further agrees that, if NV Energy performs work that damages the Easement Area, NV Energy will restore the Easement Area to its before condition. However, this paragraph does not apply to, and NV Energy is not responsible for, any damages caused to any tangible, personal property or improvements owned by the property owner and located on the Temporary Easement Area after the date that NV Energy obtains occupancy of the Temporary Easement Area pursuant to NRS Chapter 37 and when NV Energy exercises its rights under the paragraph immediately preceding this paragraph.

The Temporary Construction Easement terminates on June 30, 2015, and, upon termination, has no further effect.



EXHIBIT B



PROJECT ID: LR697NJR2
 PROJECT NEON
 APN: 138-33-202-009-TE
 15 JANUARY, 2012
 PREPARED BY: CV
 CHECKED BY: SD
 PAGE 1 OF 3

LAND DESCRIPTION:

A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN "GRANT BARGAIN AND SALE DEED" RECORDED SEPTEMBER 2, 2009 IN BOOK 20090902 AS INSTRUMENT NO. 01863 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 01 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH 89°52'01" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 522.43 FEET; THENCE NORTH 00°07'59" WEST, DEPARTING SAID SOUTH LINE, 100.94 FEET TO THE SOUTHWEST CORNER OF SAID LAND, SAME BEING THE POINT OF BEGINNING; THENCE NORTH 00°07'59" WEST ALONG THE WEST LINE OF SAID LAND, 111.74 FEET; THENCE NORTH 89°52'01" EAST DEPARTING SAID WEST LINE, 160.97 FEET; THENCE NORTH 00°07'59" WEST 125.32 FEET; THENCE NORTH 89°52'01" EAST 100.00 FEET; THENCE SOUTH 00°07'59" EAST 181.98 FEET; THENCE SOUTH 08°02'57" WEST 80.25 FEET; THENCE SOUTH 00°12'40" EAST 40.93 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID LAND, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.09 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 10°08'08" WEST; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING THREE (3) COURSES: 1) SOUTHWESTERLY 1.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°03'32"; 2) SOUTH 77°30'20" WEST 39.69 FEET; 3) SOUTH 88°35'42" WEST, 140.97 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

P.O. BOX 95910, LAS VEGAS, NEVADA 89151-0591 8726 WEST SARARA AVENUE, LAS VEGAS, NEVADA 89116
 P.O. BOX 30150, RENO, NEVADA 89520-3153 6109 NEEL ROAD, RENO, NEVADA 89611 nveenergy.com

PROJECT ID: LR687NJLR2
PROJECT NEON
APN: 139-33-202-009-TE
PAGE 2 OF 3

CONTAINING 36,863 SQUARE FEET.

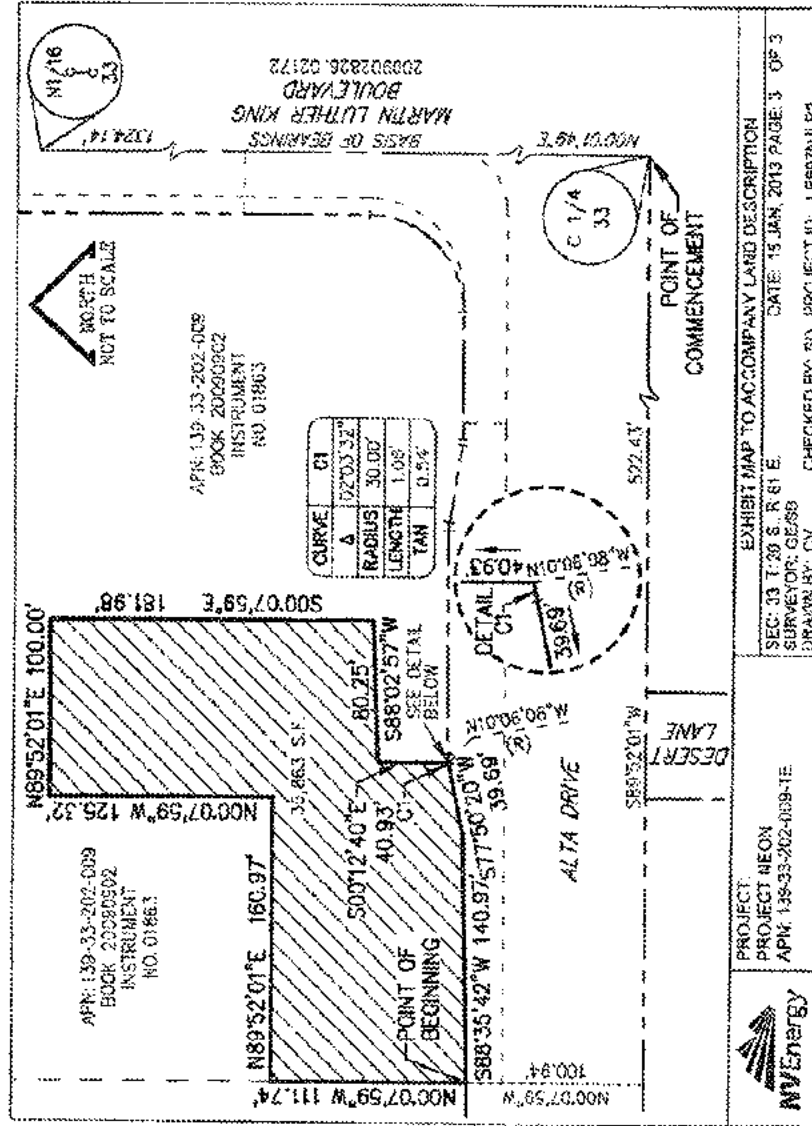
BASIS OF BEARINGS:

NORTH 00°01'49" EAST BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MEASURED IN THE NEVADA EAST ZONE (2701) STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83).

END OF LAND DESCRIPTION.

NOTE: THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

CORBIN L. VAN NEST, PLS
STATE OF NEVADA NO. 14349
FOR AND AT THE INSTANCE OF NV ENERGY





September 10, 2012

HQ Metro, LLC
c/o Community Finance Corporation
335 N. Wilmot Road
Suite 420
Tucson, AZ 85711

RE: NDOT's Project NEON and NV Energy Relocation Project #LR697N3LR2

NV Energy held an open house on April 21, 2011, to discuss that NV Energy is being required by the Nevada Department of Transportation (NDOT) to relocate an existing 138 kV transmission line that is currently located along the west side of I-15, from south of Symphony Parkway to a point that is approximately 450 feet south of Charleston Boulevard. All potentially affected property owners of the relocation project were invited to attend the open house to learn more about NV Energy's role in relocating its facilities due to NDOT's project to construct upgrades along I-15, Oakey Boulevard, Charleston Boulevard and surrounding streets.

A portion of the proposed route of the relocated transmission line will begin with the realignment of the transmission facilities to properties generally along Martin Luther King Boulevard, along Alta Drive and along the east side of Desert Lane, crossing Charleston Boulevard and the I-15 Highway, connecting with the existing transmission facilities on the east side of the UPRR railroad tracks. A preliminary drawing of the proposed route is enclosed.

According to Clark County records, you are the property owner of the parcel identified as Assessor's Parcel 139-33-202-009 which is located along the transmission route. To accommodate this transmission project, NV Energy wishes to purchase a non-exclusive easement for the transmission line over an area along the east and south portions of your property as shown on the exhibit attached to the easement. Please keep in mind that you will own, control, and be able to use this area as long as any current and future uses comply with the National Electric Safety Code and NV Energy's electrical practices.

NV Energy contracted with an independent real estate appraiser to appraise your property and determined an appropriate amount of compensation for this easement area. Based on that appraisal, NV Energy would like to offer you \$160,000 Thousand (\$160,000) Dollars for this easement. Enclosed is a copy of the Clark County Assessor's map with the easement area NV Energy desires to acquire highlighted in yellow. Also, included with this letter are the appraisal report, two copies of the easement document,

P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 10100, RENO, NEVADA 89520-0024 6100 NEIL ROAD, RENO, NEVADA 89511 NVEnergy.com

Project Neon/HQ Metro#0524

NDOT's Project Neon

September 10, 2011

Page 2

RE: NDOT's Project Neon and the Relocation of NV Energy's Transmission Facilities


two copies of the transmission use agreement, a copy of the lender option agreement, and a W-9 form.

If there are any deeds of trust on the property, it will be necessary for NV Energy to obtain a consent and subordination agreement and the lender option agreement from the lenders to be able to pay the funds directly to you.

Because of the project's construction schedule, we would appreciate hearing from you by September 24, 2012. Please contact DeeAnn Kirk, Senior Right of Way Agent at (702) 402.2419, Monday through Friday, between the hours of 7:30 a.m. and 4:00 p.m., Pacific Time, with any questions you may have regarding this acquisition.

Thank you for your assistance in helping NV Energy to maintain safe and reliable electric service for you and all NV Energy customers.

Sincerely,



James R. Saavedra, Director
Administrative and Property Services
NV Energy

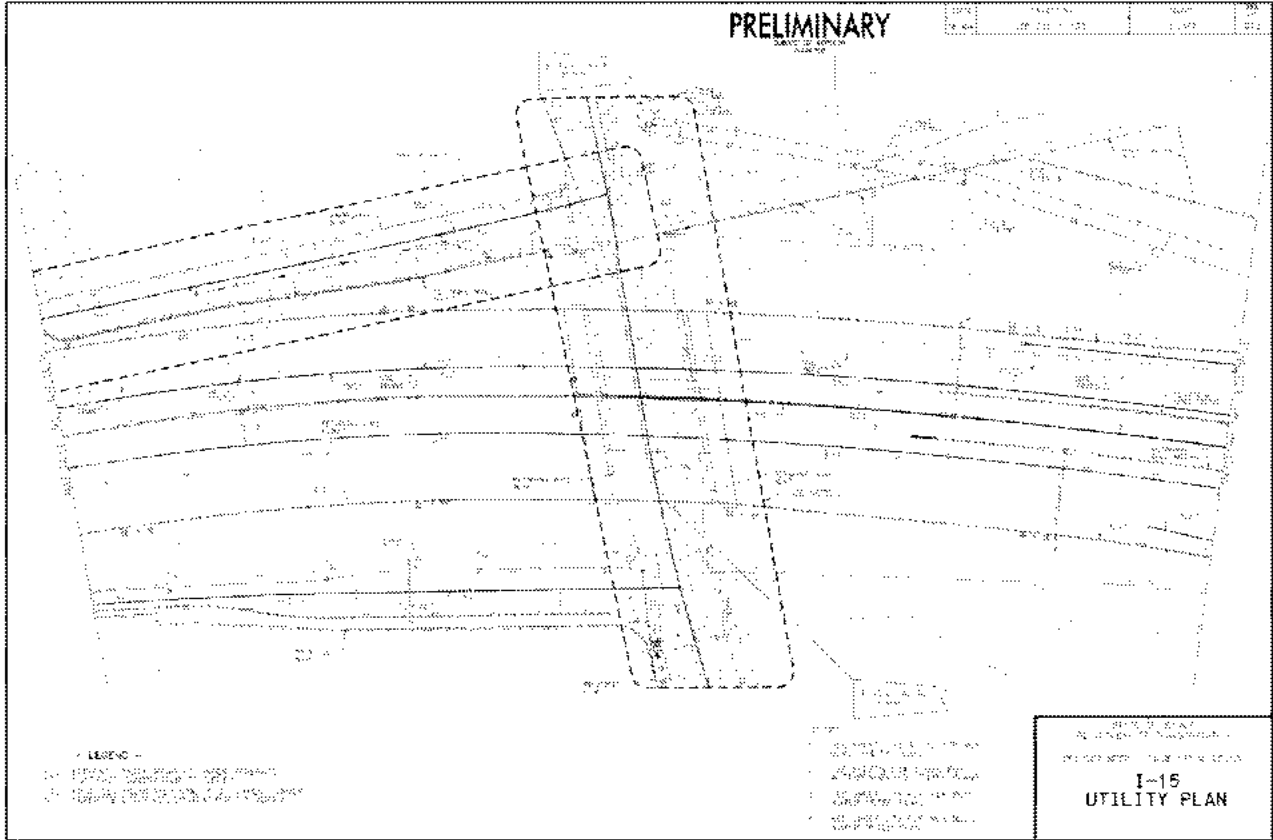
Enclosures as stated

P.O. BOX 99708, LAS VEGAS, NEVADA 89151-0008 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89148
P.O. BOX 10100, RENO, NEVADA 89520-1024 6100 NE 31. ROAD, RENO, NEVADA 89511 NVEnergy.com

Project Neon/HQ Metro0525

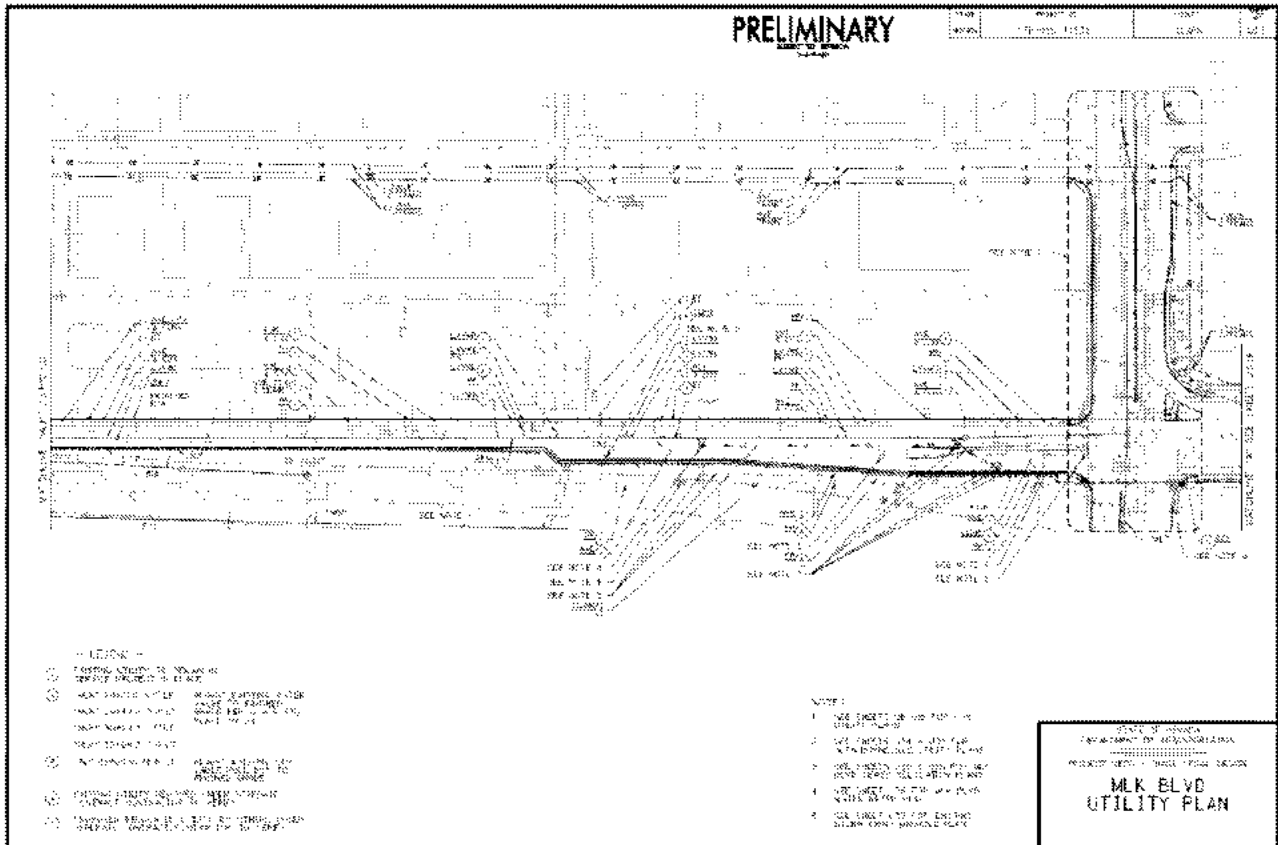
ADDENDUM E

**NDOT'S PROJECT NEON UTILITY PLAN NEAR THE
SUBJECT PROPERTY**



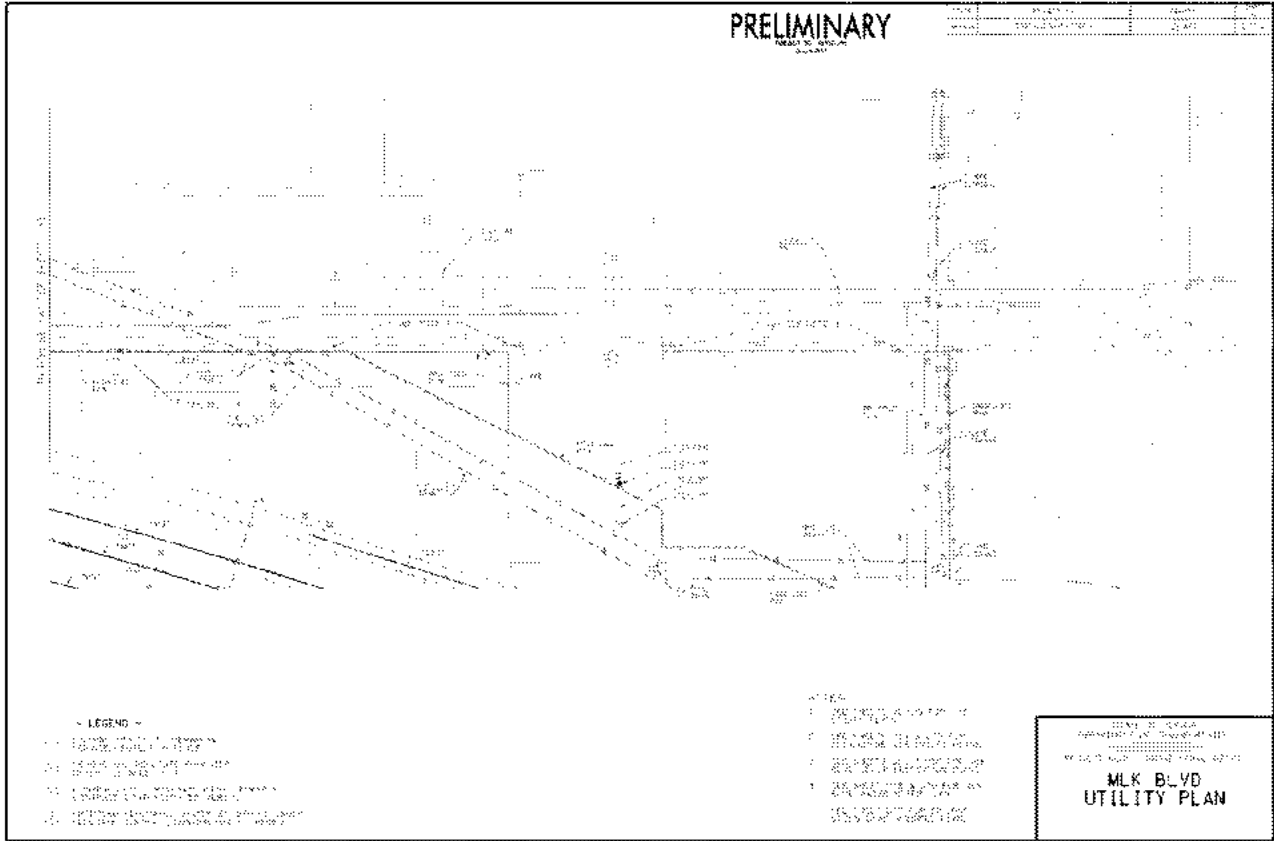
File# 13-098

IIQ Metro 00750



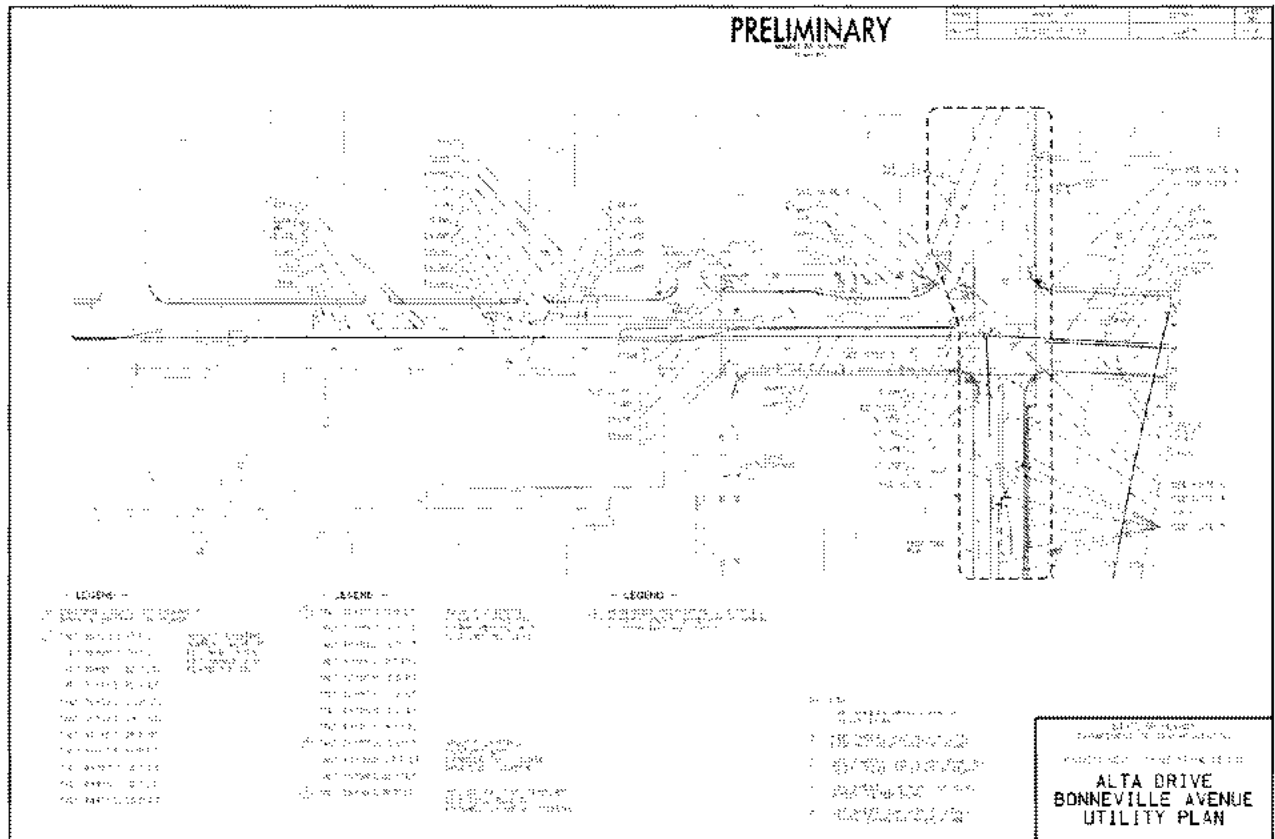
File# 13-098

IIQ Metro 00751



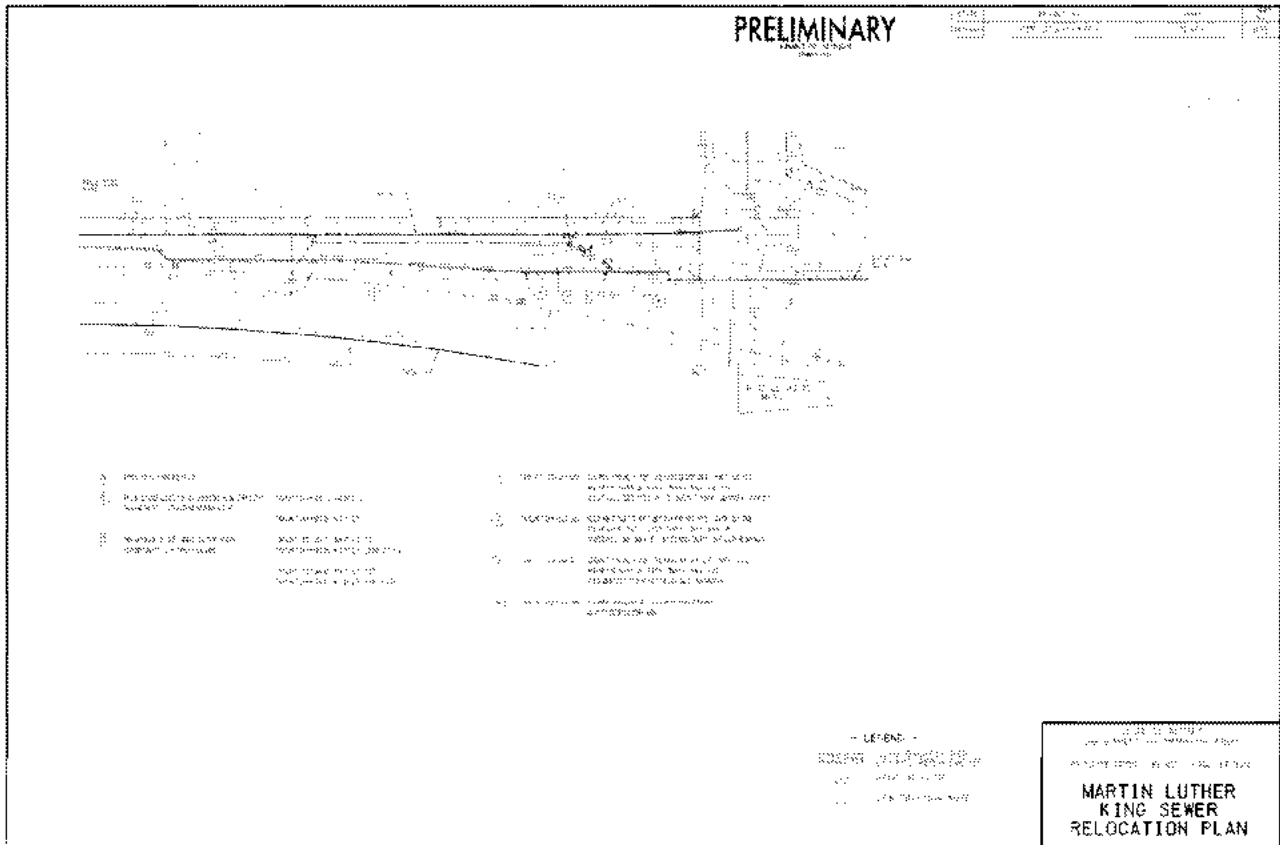
File# 13-098

HQ Metro 00752



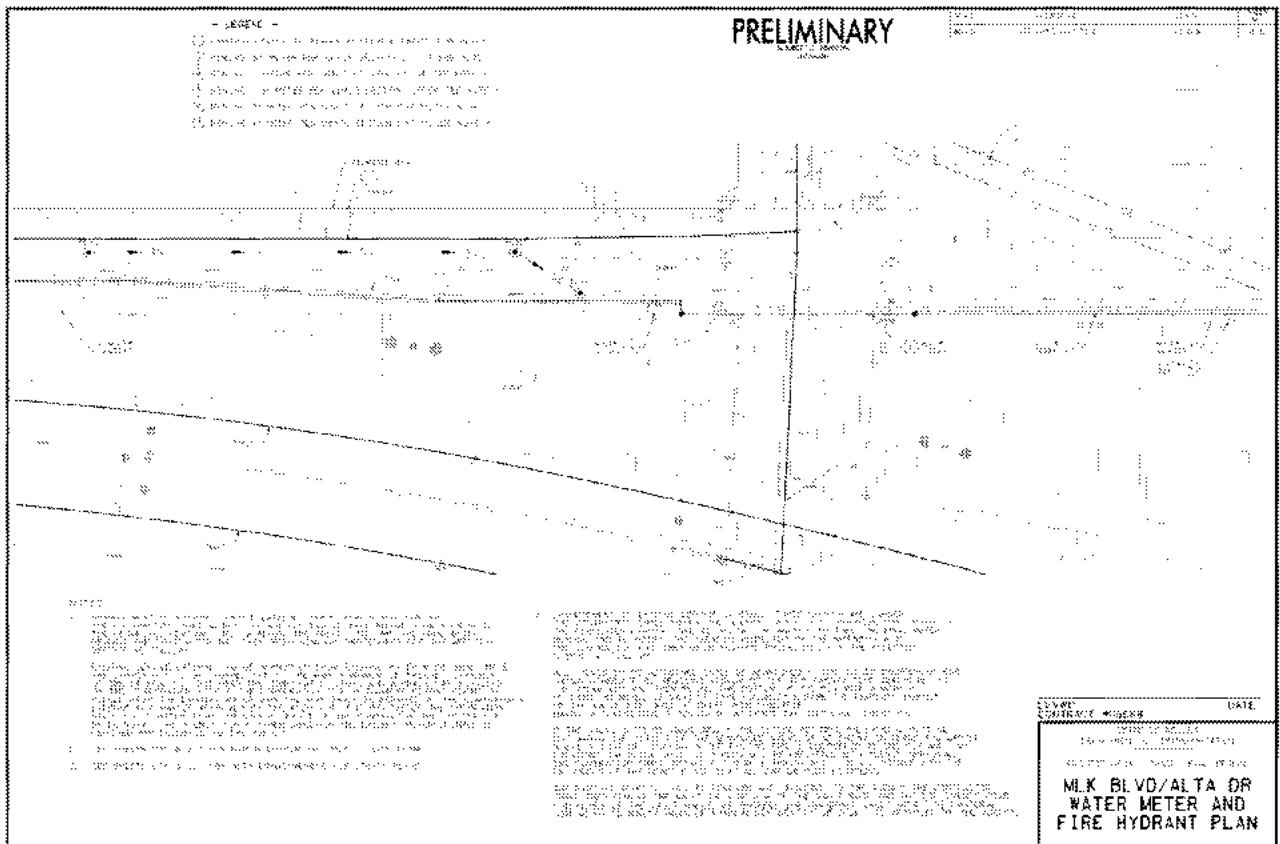
File# 13-098

HQ Metro 00753



File# 13-098

HQ Metro 00754



File# 13-098

EQ Metro 00755

EXHIBIT C

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

1 SUPPL
2 LEACH JOHNSON SONG & GRUCHOW
3 KIRBY C. GRUCHOW, JR., ESQ.
4 Nevada Bar No. 6663
5 8945 West Russell Road, Suite 330
6 Las Vegas, Nevada 89148
7 Telephone: (702) 538-9074
8 Facsimile: (702) 538-9113

9 Attorneys for Plaintiff

10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

12 NEVADA POWER COMPANY, a Nevada
13 corporation, d/b/a NV ENERGY,

14 Plaintiff,

15 vs.

16 HQ METRO, LLC, an Arizona limited liability
17 company; LAS VEGAS METROPOLITAN
18 POLICE DEPARTMENT, a metropolitan
19 police department; PROJECT ALTA, LLC, a
20 Nevada limited liability company; PROJECT
21 ALTA II, LLC, a Nevada limited liability
22 company; PROJECT ALTA III, LLC, a
23 Nevada limited liability company; PROJECT
24 ALTA LIQUIDATING TRUST U/A/D
25 12/31/09, by and through MARK L. FINE &
26 ASSOCIATES, a Nevada corporation,
individually and as Trustee; WELLS FARGO
BANK, NATIONAL ASSOCIATION, a
Delaware corporation; NEVADA TITLE
COMPANY, a Nevada corporation;
CENTRAL TELEPHONE COMPANY, a
Delaware corporation; COX
COMMUNICATIONS LAS VEGAS, INC., a
Delaware corporation; LAS VEGAS VALLEY
WATER DISTRICT, a quasi-municipal
corporation; CITY OF LAS VEGAS, a
municipal corporation; CLARK COUNTY, a
political subdivision of the State of Nevada; all
other persons unknown claiming any right,
title, estate, lien or interest in the real property
described in the Complaint; DOES I through
X; and ROE CORPORATIONS XI through
XX, inclusive,

27 Defendants.

Case No.: A-13-681632-C

Dept. No.: XXVIII

**SECOND SUPPLEMENT TO
PLAINTIFF'S PRODUCTION OF
DOCUMENTS AND LIST OF
WITNESSES PURSUANT TO NRC
16.1 AND 26(e)**

28

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), the undersigned, an employee of LEACH JOHNSON SONG & GRUCHOW, hereby certified that on the 11th day of December, 2015, s/he served a true and correct copy of the foregoing, SECOND SUPPLEMENT TO PLAINTIFF'S PRODUCTION OF DOCUMENTS AND LIST OF WITNESSES PURSUANT TO NRCP 16.1 AND 26(e),

by:

- Depositing for mailing, in a sealed envelope, U.S. postage prepaid, at Las Vegas, Nevada
- Personal Delivery
- Facsimile
- Federal Express/Airborne Express/Other Overnight Delivery
- Las Vegas Messenger Service
- Electronic Service – via E-mail - Eighth Judicial District Court E-Filing System

addressed as follows:

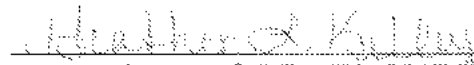
<p>Brian C. Padgett, Esq. E-mail: brian@briancpadgett.com Amy L. Sugden, Esq. E-mail: amy@briancpadgett.com Law Offices of Brian C. Padgett 611 South Sixth Street Las Vegas, Nevada 89101 Attorneys for Defendants HQ Metro, LLC, Project Alta, LLC, Project Alta II, LLC, Project Alta III, LLC, Project Alta Liquidating Trust U/A/D 12/31/09, Mark L. Fine & Associates and Wells Fargo Bank, National Association</p>	<p>Michael D. Rawlins, Esq. E-mail: mrawlins@djplaw.com Bradley S. Slighting, Esq. Durham Jones & Pinegar, PC 10785 West Twain Avenue, Suite 200 Las Vegas, Nevada 89135 Attorneys for Defendant Las Vegas Metropolitan Police Department</p>
<p>Matthew C. Addison, Esq. E-mail: maddison@mcdonaldcarano.com McDonald Carano Wilson LLP 100 West Liberty Street, Tenth Floor Reno, Nevada 89501 Attorneys for Defendant Central Telephone Company</p>	<p>Philip R. Byrnes, Esq. E-mail: pbyrnes@lasvegasnevada.gov City of Las Vegas – Office of the City Attorney 495 South Main Street, Sixth Floor Las Vegas, Nevada 89101 Attorney for Defendant City of Las Vegas</p>

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 530, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 – Facsimile: (702) 538-9113

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 130, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 Facsimile (702) 538-9110

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Leslie A. Nielsen, Esq.
E-mail: leslie.nielsen@clarkcountyda.com
Office of the District Attorney - Civil Division
500 South Grand Central Parkway
P.O. Box 552215
Las Vegas, Nevada 89155
Attorney for Defendant Clark County


An employee of LEACH JOHNSON SONG &
GRUCHOW

Anderson Valuation Group

www.andersonvaluationgroup.com

December 11, 2015

Kirby C. Gruchow, Jr., Esq.
Leach Johnson Song & Gruchow
8945 West Russell Road, Suite 330
Las Vegas, NV 89148

File No.: 047-14
Property Owner: HQ Metro, LLC
Parcel No.: 139-33-202-009

Invoice

Note: This Invoice Due Upon Receipt/Past Due After 30 Days

For an addendum amendment to Anderson Valuation Group Appraisal Report, File Number 047-14, regarding the proposed easement acquisitions over a portion of the HQ Metro Site located at 400 South Martin Luther King Boulevard, Las Vegas, Clark County, Nevada. The Clark County Assessor identifies the subject property as Parcel Number 139-33-202-009.

Fee..... \$1,500.00

Sincerely,
Anderson Valuation Group, LLC



Glenn M. Anderson, MAI, SRA, AI-GRS
Certified General Appraiser
Nevada License N° A.0000555-CG
Expiration Date: January 31, 2016

GMA/jk

Anderson Valuation Group

www.andersonvaluationgroup.com

December 11, 2015

Kirby C. Gruchow, Jr., Esq.
Leach Johnson Song & Gruchow
8945 West Russell Road, Suite 330
Las Vegas, NV 89148

File No.: 047-14
Property Owner: HQ Metro, LLC
Parcel No.: 139-33-202-009

Dear Mr. Gruchow:

This correspondence is an addendum amendment which should be made part of an appraisal report which was prepared for you by Anderson Valuation Group, File Number 047-14. This appraisal report was prepared regarding my opinion of just compensation for a transmission line easement acquisition over the property commonly identified as HQ Metro, LLC (the Metropolitan Police Department Headquarters site), located at 400 South Martin Luther King Boulevard in Las Vegas, Clark County, Nevada. The retrospective valuation date of that appraisal was May 23, 2013 and the date of report was April 28, 2014. I do not authorize the use of this correspondence without possession of the referenced appraisal report. Again, that referenced appraisal report provided my opinion of just compensation for a transmission line easement acquisition plus temporary construction easement over the southeast corner of the subject property, generally at the intersection of Martin Luther King Boulevard and Alta Drive.

This addendum/amendment is being prepared partly, to provide some clarifications regarding typographical errors and minor changes necessary in the paired sales analysis in the section of the appraisal which was prepared regarding the analysis of possible severance damages for the acquisition of the transmission line easement. The primary reason for this addendum amendment is to consider new information regarding the temporary construction easement. The actual amount of time NV Energy used the temporary construction easement for the transmission line installation which was far less than originally requested. Additionally, I have become aware of modifications made to the temporary construction easement terms that affected the rights acquired by NV Energy in that regard. Finally, I have been made aware of additional information with regard to a pre-existing Grant of Easement which was granted by HQ Metro, LLC to Nevada Power Company dba NV Energy, that provided NV Energy rights in the subject property prior to the recent acquisition of the transmission line easement.

Kirby C. Gruchow, Jr., Esq.
Leach Johnson Song & Gruchow
December 11, 2015
Page Two

I have provided the corrected versions of the tables which appear on Pages 109 and 116 of the referenced appraisal. These are tables which refer to a paired sales analysis of sites, with and without transmission line encumbrances. This information was provided in the original appraisal to analyze whether the existence of transmission lines negatively impacted properties with relatively similar characteristics. These corrections do not affect my opinion in this regard, and instead, provide some corrections due to typographical errors. I have also addressed the document or deed number for Sale Number 4 on Page 109, which was erroneously left out on the original document. On Page 116, an erroneous site area was reported on Sale Number 2; however, the unit price per square foot on Sale Number 2 was correct. The weighted average changes, as the added site area for Sale Number 2 affects that conclusion. Small differences in site sizes were identified on Sale Numbers 4 and 5 due to different final dedications than those assumed, which also resulted in a modest different weighted average. Again, none of these changes affected my conclusion with regard to severance damages.

Kirby C. Gruchow, Jr., Esq.
 Leach Johnson Song & Gruchow
 December 11, 2015
 Page Three

Commercial Land Sales With Transmission Lines Summary Chart:

Sale No.	Location	Sales Date Deed No.	Price	Size Net Sq. Ft.	Price/Sq. Ft.
1	Southeast corner of Rainbow Boulevard and Sunset Road APN: 176-02-101-001	10/05 20051025/03737	\$4,650,000	155,074	\$29.99
2	Northeast corner of Ft. Apache Road and Russell Road APN: 163-29-401-007 and -008	8/05 and 3/05 20050812/00309 20050317/01168	\$9,900,000	363,283	\$27.25
3	Northwest corner of Durango Drive and Russell Road APN: 163-29-801-018	8/05 20050815/04147	\$4,000,000	180,774	\$22.13
4	Northeast corner of Dapple Gray Road and Russell Road APN: 163-29-411-001	12/05 20051201/03379	\$11,800,000	402,494	\$29.32
Weighted Average:					\$27.55

Commercial Land Sales With No Transmission Lines Summary Chart:

Sale No.	Location	Sales Date Deed No.	Price	Size Net Sq. Ft.	Price/Sq. Ft.
5	Northeast corner of Maule Avenue and Ft. Apache Road APN: 176-05-221-001	12/05 20051227/04545	\$4,200,000	187,308	\$22.42
6	Southwest corner of Sunset Road and Ft. Apache Road APN: 176-06-516-001	8/05 20050804/04306	\$4,600,000	168,142	\$27.36
7	8530 West Sunset Road APN: 163-33-401-009	6/05 20050616/05057	\$4,750,000	202,118	\$23.50
8	Southwest corner of Rainbow Boulevard and Sunset Road APN: 176-03-501-014	4/05 20050406/01262	\$4,000,000	146,797	\$27.25
Weighted Average:					\$24.92

Kirby C. Gruchow, Jr., Esq.
 Leach Johnson Song & Gruchow
 December 11, 2015
 Page Four

Commercial Land Sales with Transmission Lines Summary Chart:

Sale No.	Location	Sales Date Deed No.	Price	Size Net Sq. Ft.	Price/ Sq. Ft.
1	Northwest corner of Post Road and Durango Drive APN: 163-32-701-028	7/10 20100709/01942	\$864,000	187,744	\$4.60
2	Northeast corner of Ft. Apache Road and Russell Road APN: 163-29-401-007 and -008	9/10 20100907/03735	\$2,129,000	363,283	\$5.86
3	5612 South Rainbow Boulevard APN: 163-26-405-001	11/10 20101123/02712	\$1,690,000	330,606	\$5.11
Weighted Average:					\$5.31

Commercial Land Sales with No Transmission Lines Summary Chart

Sale No.	Location	Sales Date Deed No.	Price	Size Net Sq. Ft.	Price/ Sq. Ft.
4	South side of Tropicana Avenue, east of Grand Canyon Drive APN: 163-30-501-003	12/10 20101229/01561	\$800,000	201,247	\$3.98
5	4725 Fort Apache Road APN: 163-19-802-004	2/11 20110222/02141	\$915,000	182,952	\$5.00
6	Northeast corner of Losee Road and Lone Mountain Road APN: 124-36-401-006	3/11 20110323/02764	\$850,000	184,694	\$4.60
Weighted Average:					\$4.51

Kirby C. Gruchow, Jr., Esq.
Leach Johnson Song & Gruchow
December 11, 2015
Page Five

No other corrections due to typographical errors were deemed necessary.

According to the title report, which was provided as an addenda item in the original referenced appraisal, Item Number 24 referenced an easement for power lines. Attached to this addendum letter is a copy of the actual Grant of Easement in this regard. The verbiage in this easement is highly similar to the verbiage provided in the transmission line easement acquisition document used to acquire the new transmission line easement, which was referenced in the main appraisal report. This pre-existing Grant of Easement was for the purposes, primarily, of the installation of distribution electricity lines, as opposed to transmission electricity lines. Regardless, it is indicated that the "Grantor covenants for the benefit of the Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the easement area without prior written consent of the Grantee." The easement area over Parcel Number 139-33-202-009 is "All areas not occupied by a building structure on the property described in Exhibit A." Exhibit A refers to a legal description which identifies the referenced parcel number. As such, the area in which the transmission line easement was acquired was already subject to rights obtained by NV Energy in accordance with the Grant of Easement provided as an addenda item.

With this added information, it is my opinion that the layer of rights which would be acquired for the purposes of the transmission line were less than originally opined. As the property owner would be required to obtain permission from NV Energy to build any form of building improvement and noting that NV Energy had the right to enter the site and use the property for the installation of electrical distribution facilities, it is my opinion that the rights acquired for the purposes of the transmission line are less than the original estimate of 75% of the underlying fee interest. In the original appraisal report, I stated that "Therefore, the remaining area outside of the setback is 12,288 square feet. In the "before" condition, the property owner has full right of use of this portion of the site." In light of the more accurate information described in the pre-existing Grant of Easement, clearly the property owner does not have full right of use, given the rights acquired by NV Energy in this preceding distribution line Grant of Easement. As such, I have reduced the percentage opined for the acquisition of the areas outside of the setback and exclusive of the pole placement area to 60% as opposed to 75%. The revised calculation for the part taken is as follows:

Kirby C. Gruchow, Jr., Esq.
Leach Johnson Song & Gruchow
December 11, 2015
Page Six

Value of the Part Taken

Value of the Part Taken in 10 Foot Setback:

Easement
4,473 sq. ft. @ \$17.00/sq. ft. x 10% **\$7,604**

Value of the Part Taken Outside Setback (net of pole placement)

12,288 sq. ft. @ \$17.00/sq. ft. x 60%: **\$125,338**

Pole Placement

100 sq. ft. @ \$17.00/sq. ft. x 100% **\$1,700**

Value of the Part Taken: **\$134,642**

Value of the Part Taken (Rounded): **\$135,000**

Clearly, NV Energy has already exercised its right of use in accordance with the preceding Grant of Easement by the placement of numerous transformer boxes and other facilities as clearly illustrated in Photo Number 6 on Page 49 of the original appraisal. This illustrates the pre-existing easement rights were exercised in the new transmission easement area.

According to NV Energy, the installation of the transmission line required NV Energy to use the temporary construction easement as outlined in the original appraisal, for a total of 89 days. It is reported that NV Energy was on property for this purpose from January 8, 2015 through May 11, 2015. However, they were using the temporary construction easement from January 12 through April 10, 2015. Prior to, and after these dates, any occupancy was within the permanent easement acquired, and therefore, the temporary construction easement was used for only 89 days, as opposed to the original time requested of 20 months.

In addition, I have become aware that in the Stipulation and Order for Immediate Occupancy, restrictions were placed upon the temporary construction easement as a result of negotiations for use of this area. An excerpt from the Stipulation and Order for Immediate Occupancy has been made as an attachment to this amendment letter, while the entire document is part of the referenced work file. NV Energy intended to acquire the temporary construction easement area for its use during the installation of the transmission lines, and the property occupant indicated the use of this

Kirby C. Gruchow, Jr., Esq.
 Leach Johnson Song & Gruchow
 December 11, 2015
 Page Seven

portion of the site would have an adverse impact on operations. As such, NV Energy conceded to significant restrictions that are outlined in the document attached to this letter and as part of the Stipulation and Order for Immediate Occupancy. These restrictions are far in excess of what is typical and placed an unusual burden on NV Energy. NV Energy still completed the installation work in 89 days, subject to these restrictions. Regardless, I have not adjusted the indicated return rate, as NV Energy still occupied portions of the temporary construction easement for an 89-day period, yet subject to these restrictions which, again, were considered somewhat unusual and burdensome to NV Energy and their work to install the referenced transmission lines. I have revised my calculation regarding the compensation for the temporary construction easement consistent with the actual amount of time used as follows:

Temporary Construction Easement Compensation Calculation:

TCE Area (Square Feet):	36,863
Unit Value per Square Foot:	<u>\$17</u>
Contributing Value of TCE Area:	\$626,671
Annual Return Rate:	<u>10%</u>
Annual Rent for TCE	\$62,667
Daily Rent (\$62,667/365 Days):	\$171.69
Temporary Construction Easement Period (89 Days)	<u>x 89</u>
Indicated Compensation for TCE (rounded):	<u>\$15,280</u>

I have made no other changes to the appraisal with regard to my opinion of severance damages, my opinion of the unit value of the underlying land, etc. Based on the changes in the percentage of the rights acquired due to the layering effect and the revised temporary construction easement period, from 20 months to 89 days, which is the actual amount of time used, a revised indication of just compensation for the rights acquired is warranted. My revised summary of value conclusions is provided on the following table.

SUMMARY OF VALUE CONCLUSIONS

A.	Value of the whole (land only) before the take Land:	\$10,190,000	
B.	Value of the part taken, as part of the whole Permanent Easements:	<u>\$135,000</u>	\$135,000
C.	Value of the remainder, as part of the whole (A - B) Land:	\$10,055,000	
D.	Value of the remainder (land only) after the take Land:	\$10,055,000	
E.	Damages (C - D):		\$0
F.	Other: Temporary Construction Easement:		<u>\$15,280</u>
G.	Total Value of the Part Taken (B + E + F):		\$150,280

Summary Conclusion:

Therefore, based on the described changes as a result of the added information and the recognition of some modest typographical errors in the original appraisal, this amendment letter is intended to provide these necessary revisions. The revisions to the final just compensation value opinion are as a result of clarification regarding of a pre-existing easement that encumbers the entire vacant portion of the site and the actual (reduced) amount of time needed for the temporary construction easement. Therefore, it is my opinion that the revised indication of just compensation for the rights acquired, as of the retrospective valuation date, is:

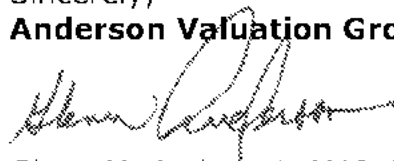
**One Hundred Fifty Thousand Two Hundred Eighty Dollars
 (\$150,280)**

Kirby C. Gruchow, Jr., Esq.
Leach Johnson Song & Gruchow
December 11, 2015
Page Nine

I do not authorize use of this addendum amendment letter without possession of Anderson Valuation Group Appraisal, File Number 047-14.

Thank you for giving me the opportunity to provide these appraisal services.

Sincerely,
Anderson Valuation Group, LLC



Glenn M. Anderson, MAI, SRA, AI-GRS
Certified General Appraiser
Nevada License N^o A.0000555-CG
Expiration Date: January 31, 2016

GMA/jk

Attachments:

- Certification
- Appraiser's Qualifications
- Grant of Easement (2009)
- Exhibit 2, Stipulation and Order for Immediate Occupancy

Certification of Value

The undersigned does hereby certify that, except as otherwise noted in this appraisal report, to the best of my knowledge and belief, ...

1. The statements of fact contained in this appraisal report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.
8. The appraiser has performed appraisal services regarding the subject property within the three-year period immediately preceding acceptance of the assignment.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant professional assistance to the person signing this report.

11. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* (USPAP) as adopted by the Appraisal Standard's Board of the Appraisal Foundation and as mandated by Nevada State Law's Standards of Practice for real estate appraisers (Nevada Administrative Code Chapter 645C).
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, I, Glenn M. Anderson, MAI, SRA, AI-GRS, have completed the requirements under the continuing education program of the Appraisal Institute.
14. As of the date of this report, I, Glenn M. Anderson, MAI, SRA, AI-GRS, have completed the *Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members*.
15. The appraiser is competent and qualified to perform the appraisal assignment. The appraiser's State of Nevada license/certification has not been revoked, suspended, canceled or restricted.
16. Based on the described changes as a result of the added information and the recognition of some modest typographical errors in the original appraisal, this amendment letter is intended to provide these necessary revisions. The revisions to the final just compensation value opinion are as a result of clarification regarding of a pre-existing easement that encumbers the entire vacant portion of the site and the actual (reduced) amount of time needed for the temporary construction easement. Therefore, it is my opinion that the revised indication of just compensation for the rights acquired, as of the retrospective valuation date, is:

**One Hundred Fifty Thousand Two Hundred Eighty Dollars
(\$150,280)**

Appraiser  Date December 11, 2015
Glenn M. Anderson, MAI, SRA, AI-GRS

QUALIFICATIONS

Glenn M. Anderson, MAI, SRA, AI-GRS

LICENSING

Certified General Appraiser, State of Nevada, License No. A.0000555-CG
Certified General Appraiser, State of Arizona, License No. 31426
Certified General Appraiser, State of Utah, License No. 9534162-CG00

PROFESSIONAL DESIGNATIONS/AFFILIATIONS

MAI - Member of the Appraisal Institute, September, 1995
SRA - Member - Appraisal Institute, November, 1989
AI-GRS - Member - Appraisal Institute, October, 2014
Past President (2002), Las Vegas Chapter, Appraisal Institute
Appraisal Institute National Nominating Committee, Region VII Representative, 2015
Member, Commission of Appraisers of Real Estate State of Nevada, 7/2011 - 8/2015
President, Commission of Appraisers of Real Estate State of Nevada, 8/2015 - Present

EDUCATION

B.S., Arizona State University, Bachelor of Science, Real Estate/Finance, 1986

Sample of Core Appraisal Courses Completed:

SREA Course 101	1986	Introduction of Appraising Real Property
SREA Course 102	1986	Applied Residential Property Valuation
SREA Course 201	1986	Principles of Income Property Appraising
SREA Course 202	1986	Applied Income Property Valuation
AIREA Seminar	1987	Standards of Professional Practice
AIREA Course 1BA Part A, Seminar	1990	Capitalization Theory and Techniques
AIREA Seminar	1991	Comprehensive Appraisal Workshop
Appraisal Institute	1993	Course 410, 420 Standards of Professional Practice, Parts A & B
Appraisal Institute	1996	Course 520 - Highest and Best Use
Appraisal Institute	2001	Course 410 & 420 - Standards of Professional Appraisal Practice and Code of Ethics
Appraisal Institute	2007	The Appraiser as an Expert Witness
Appraisal Institute	2009	Condemnation Appraising
Appraisal Institute	2009	Appraisal of Nursing Facilities
Appraisal Institute	2011	Apartment Appraisal, Concepts & Applications
Appraisal Institute	2012	Fundamentals of Separating Real, Personal Property, and Intangible Business Assets
Appraisal Institute	2014	Review Theory- General

Attended other Various Seminars and Courses, 1984 to Present

Anderson Valuation Group, LLC
1601 South Rainbow Boulevard, Suite 230
Las Vegas, Nevada 89146
Telephone: 702•307•0888
Fax: 702•307•0894
e-mail glenn@andersonvaluationgroup.com

QUALIFICATIONS

Glenn M. Anderson, MAI, SRA, AI-GRS

Page Two

EXPERIENCE

Anderson Valuation Group, LLC, Partner, Las Vegas, Nevada	2005 to Present
Gary H. Kent, Inc., Independent Fee Appraiser, Las Vegas, Nevada	1991 to 2004
McFadden & Associates, Staff Appraiser, Scottsdale, Arizona	1984 to 1991

Type of Properties Appraised/Services Provided:

Retail Centers	Apartments
Residential Subdivisions	Litigation Support
Golf Courses	Office Buildings
Industrial Properties	Hotels/Casinos
Leasehold/Leased Fee Estates	Medical Offices
Health/Fitness Centers	Vacant Land (all types)
Condemnation (total and partial takes)	
Master Planned Communities (Residential & Commercial)	

Service Areas:

Southern Nevada, Northern Nevada, Northern Arizona

Clients Serviced:

Government Agencies

Federal Housing Administration	City of North Las Vegas
Nevada Department of Transportation	City of Henderson
Las Vegas Valley Water District	City of Las Vegas
Clark County School District	City of Boulder City
NV Energy	FHLMC
State of Nevada	FNMA
Clark County	District Attorney's Office
Attorney General's Office (Nevada)	Internal Revenue Service (IRS)
Regional Transportation Commission (RTC)	Small Business Administration (SBA)

Private Clients

Banks and other Lenders, Attorneys, Individual Clients; list available upon request

Court Fees/Court Qualifications:

Hourly rate for court testimony and deposition: \$400.00

I have not published any articles/documents in the last ten years.

Anderson Valuation Group, LLC
1601 South Rainbow Boulevard, Suite 230
Las Vegas, Nevada 89146
Telephone: 702•307•0888
Fax: 702•307•0894
e-mail glenn@andersonvaluationgroup.com

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QUALIFICATIONS

Glenn M. Anderson, MAI, SRA, AI-GRS

Page Three

Court Testimony/Deposition Within Last Four Years:

Dawood N. Shalomi and Regine Y. Shalomi, plaintiffs, v. Western Technologies, Inc. an Arizona Corporation; defendants, United States District Court Case No. CV-0168 – DMP (LRL) (deposition)

Joseph A. Kennedy, Sr., Trustee of the Joken Trust and Joken Trust v. Louisa Sue-Hue Kwo, District Court Case No. A469969 (court testimony)

County of Clark, plaintiff v. Monica Rozelle, 1983 Rozelle Family Trust, Rozelle Family Limited, Partner, Pat Rozelle, Budget Rent-A-Car, Las Vegas, District Court Case No. 03-A 462673-C (deposition)

Nevada Power Company v. 4520 Arville, District Court, Case No. 08-A571743, Dept. No. II (deposition)

FMC Pahrump, LLC, United States Bankruptcy Court, District of Nevada, Case No. BK-08-15600-LBR, Chapter 11 (court testimony)

Nevada Power Company v. 4185 West Harmon, District Court, Case No. A571746, Dept. No. XV (deposition)

Nevada Power Company v. 3 KIDS, LLC, Case No. A571745 (deposition)

NV Energy v. Vegas Valley Investment, LLC, District Court, Case No. A-09-592829-C (deposition)

Sun West Bank v. Kyle Canyon Investments II, LLC, District Court, Case No. A-09-596620-C (court testimony)

NV Energy v. Tropical & Losee, LLC, District Court, Case No. A-09-577141-C (deposition)

NV Energy v. Frehner Enterprises, LLC, District Court, Case No. A-09-570685-C (deposition)

Nevada Power Company v. 3 KIDS, LLC, Case No. A571745 (trial testimony)

Community Bank of Nevada v. Thomas H. McCormick et al. Case No. A571927, Dept. XI (deposition)

NV Energy v. 4250 Arville, District Court, Case No. 08-A571743 (trial testimony)

Clark County Credit Union v. Casino Center Properties et al, District Court, Case No. A-10-620308-C (court testimony)

QUALIFICATIONS

Glenn M. Anderson, MAI, SRA, AI-GRS

Page Four

Court Testimony/Deposition Within Last Four Years, continued:

NV Energy v. Tiberti Company et al, District Court, Case No. A575426 (deposition)

City of Las Vegas v. Maro Burunsuzyan, Case No. A540728, District Court (trial testimony)

NV Energy v. Las Vegas Valley Investment, Case No. A09592829-C, District Court (trial testimony)

CCCU v. Fort Apache Urgent Care, LLC, Case No. A-10-631249, District Court (court testimony)

Nevada Power Company v. Marvin James Schiff Trust, et al, Case No. A-09-589133-C, District Court (deposition)

FNBN Properties II, LLC v. Desert Inn Pioneer, LLC et al, Case No. A-09-594488-C, District Court (court testimony)

FNBN Properties II, LLC v. Spring Mountain Wynn Investments, LLC, Case No. A-10-613639-C, District Court (court testimony)

United States Bankruptcy Court, Chapter 11 Proceedings, Horizon Village Square, LLC, Debtor, Case No. 11-21034-MKN; in support of Wells Fargo Bank (deposition and trial testimony)

Bank of America, N.A. v. Malibu Canyon Investors, LLC, et al., Civil Action No. 2:11-cv-00369-KJD-LRL, District Court (deposition)

Federal Deposit Insurance Corporation v. Newport Nevada, LLC, Case No. A-11-633708, Dept. XI, District Court (court testimony)

United States Bankruptcy Court, Chapter 11 Proceedings, Case No. BK-S-10-29932-mkn; Carefree Willows, LLC v. AG/ICC Willows Loan Owner, LLC (trial testimony)

United States Bankruptcy Court, Chapter 11 Proceedings, Case No. BK-S-12-13579-MKN; Decatur Retail Partners, LLC (deposition and court testimony)

District Court, Case No. A-11-640236-C; Anthony & Joann Fanticola Family LP, Laguna Nine, LLC v. County of Clark (deposition)

United States Bankruptcy Court, Case No. 12-23519-BAM; Buyers Only Real Estate Agency, LLC (court testimony)

United States Bankruptcy Court, Chapter 11 Proceedings, Craig 95, LLC, Debtor, Case No. BK-S-13-11935-LBR; in support of Wells Fargo Bank (court testimony)

Anderson Valuation Group, LLC
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QUALIFICATIONS

Glenn M. Anderson, MAI, SRA, AI-GRS

Page Five

Court Testimony/Deposition Within Last Four Years, continued:

District Court, Case No. A-11-640236-C; Anthony & Joann Fanticola Family LP, Laguna Nine, LLC v. County of Clark (trial testimony)

District Court, Case No. 2:12-cv-00452-JCM-GWF; Branch Banking and Trust Company, v. Jones/Windmill, LLC (deposition)

Federal Deposit Insurance Corporation v. PV Land Investments, LLC, et al., Case No. A-11-650238-C, Dept. I, District Court (court testimony)

California Credit Union v. Spencer Bevill, Case # A-13-687247-C (deposition)

MultiBank 2009-1 CML-ADC Venture, LLC v. Physicians Health Net, Inc., a Nevada Corporation, Rafael Mirchou, an individual; and DOES II through X, Case No. A644025, District Court (court testimony)

District Court, Case No. A-12-65678; The State of Nevada v. Wykoff Newberg Corporation, et al. (deposition)

District Court, Case No. A-15-719153-B, Hodgepodge, LLC v. Blood Family Trust, et al (deposition)

District Court, Case No. 12:12-cv-00452-JCM-GWF, Branch Banking and Trust Company v. Jones/Windmill, LLC (court testimony)

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That: GLENN M ANDERSON

Certificate Number: A.0000555-CG

Is duly authorized to act as a CERTIFIED GENERAL APPRAISER from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: January 22, 2014

Expire Date: January 31, 2016

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.

FOR: ANDERSON VALUATION GROUP LLC
1601 S RAINBOW BLVD STE 210
LAS VEGAS, NV 89146

REAL ESTATE DIVISION

GAIL J ANDERSON
Administrator



Inst #: 200911060000712

Fees: \$16.00

N/C Fee: \$0.00

11/06/2009 09:57:24 AM

Receipt #: 119771

Requestor:

NEVADA POWER COMPANY

Recorded By: CYV Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 139-33-202-009

WHEN RECORDED MAIL TO:

Land Services

NV Energy

P.O. Box 98910 MS 9

Las Vegas, NV 89151-0001

3

GRANT OF EASEMENT

HQ METRO, LLC, an Arizona limited liability company, ("Grantor") for One Dollar (\$1.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Nevada Power Company, a Nevada corporation dba NV Energy ("Grantee"), its successors and assigns, a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("Utility Facilities") upon, over, under and through private streets and all areas not occupied by a building structure on the property described in **Exhibit "A"** hereto and by this reference made a part of this Grant of Easement ("Easement Area");
2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area;
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and
4. for the removal, clearance, cutting and trimming of any obstructions and materials (including trees and other vegetation) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.

Grantee will be responsible for any damages, caused by Grantee constructing, operating, adding to, maintaining, and removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement.

RW# 0452-09rbt

Proj. # 191794

Project Name: Metro Headquarters

Reference Document: 20090902:01863

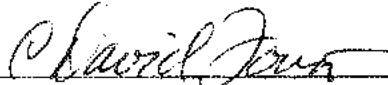
GOE_COMM

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

GRANTOR:

HQ METRO, LLC

BY COMMUNITY FINANCE CORPORATION, an Arizona nonprofit corporation
TITLE: Managing Member



By: C. David Foust

Title: Vice President

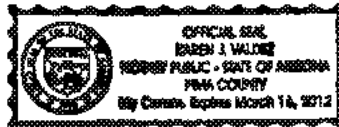
STATE OF Arizona)

COUNTY OF Pima)

KON This instrument was acknowledged before me on October 28, 2009 by ~~Michael S. Hammond as President~~ of Community Finance Corporation.
C. David Foust as Vice President


Signature of Notarial Officer

Notary Seal:



RW# 0452-09rbt
Proj. # 191794
Project Name: Metro Headquarters
Reference Document: 20090902:01863
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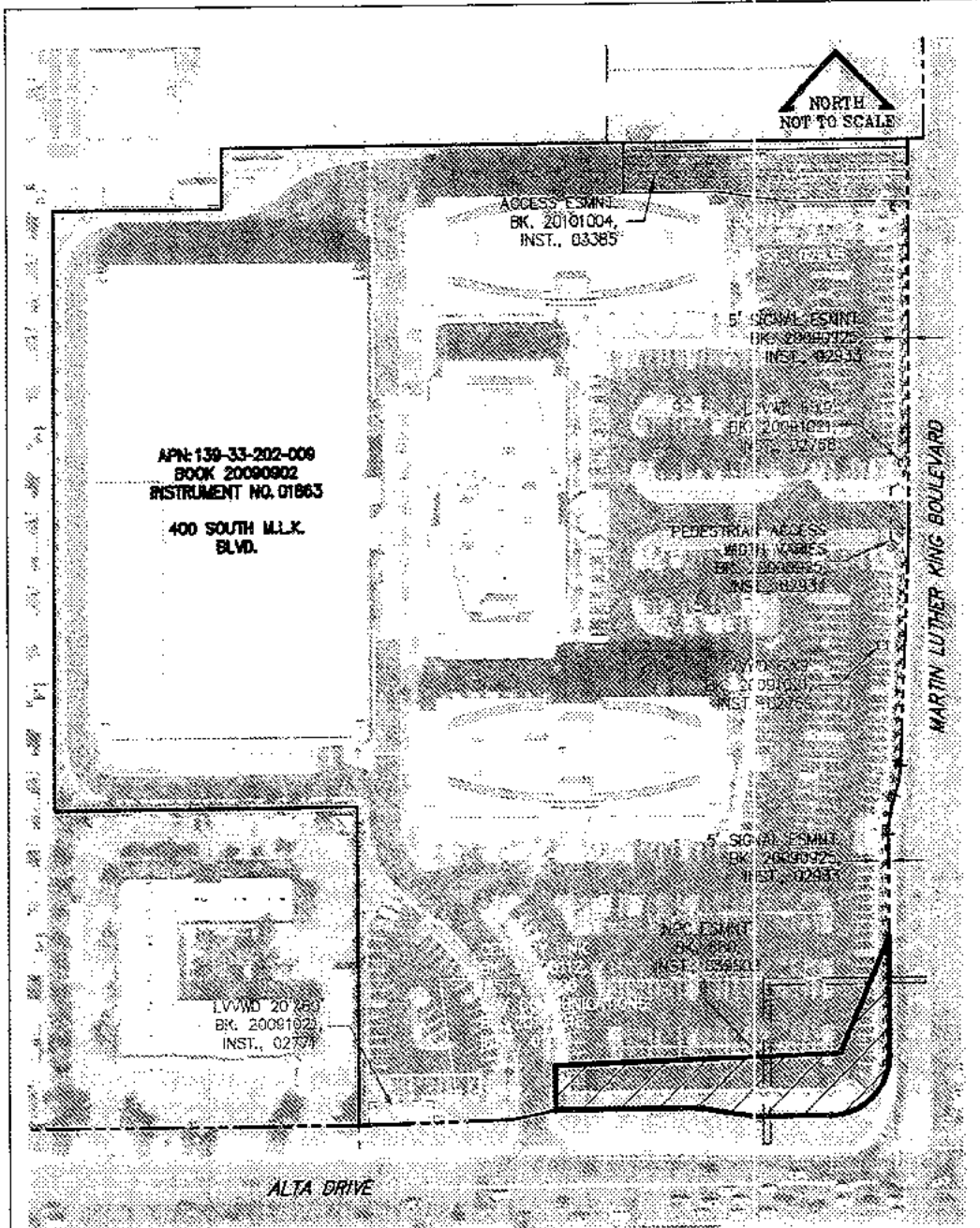
Exhibit A

The above referred to parcel of land in the County of Clark, State of Nevada, is that portion of the Southeast Quarter of the Northwest (SE1/4 NW1/4) of Section 33, Township 20 South, Range 61 East, M.D.B.&M., described as follows:

All of the land contained in the unnumbered lot shown on that certain Reversionary Parcel Map filed in Book 116 of Parcel Maps, Page 99 recorded August 26, 2009 in Book 20090826 as Document No. 03871 in the Official Records of Clark County, Nevada.

RW# 0452-09rbt
Proj. # 191794
Project Name: Metro Headquarters
Reference Document: 20090902:01863
GOE_COMM


EXHIBIT D



NOTE:

* BOOK 20091106, INST., 00712, GRANTS NPC (dba "NV ENERGY"), A BLANKET EASEMENT OVER "ALL AREAS NOT OCCUPIED BY A BUILDING STRUCTURE" FOR ELECTRICAL DISTRIBUTION, FIXTURES AND INGRESS/EGRESS.

EXHIBIT OF CONDITION AFTER NV ENERGY NEW EASEMENT

	PROJECT: PROJECT NEON APN: 139-33-202-009	SEC. 33 T: 20 S.: R: 61 E. SURVEYOR: DRAWN BY: CV CHECKED BY:	DATE: 29 MAY 2013 PROJECT ID: LR697NLR2
			PAGE: 1 OF 1

Alvin D. Levin
CLERK OF THE COURT

1 **ACOM**
2 **LEACH JOHNSON SONG & GRUCHOW**
3 **KIRBY C. GRUCHOW, JR., ESQ.**
4 Nevada Bar No. 6663
5 8945 West Russell Road, Suite 330
6 Las Vegas, Nevada 89148
7 Telephone: (702) 538-9074
8 Facsimile: (702) 538-9113

9 Attorneys for Plaintiff

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 NEVADA POWER COMPANY, a Nevada
13 corporation, d/b/a NV ENERGY,

14 Plaintiff,

15 vs.

16 HQ METRO, LLC, an Arizona limited liability
17 company; LAS VEGAS METROPOLITAN
18 POLICE DEPARTMENT, a metropolitan
19 police department; PROJECT ALTA, LLC, a
20 Nevada limited liability company; PROJECT
21 ALTA II, LLC, a Nevada limited liability
22 company; PROJECT ALTA III, LLC, a
23 Nevada limited liability company; PROJECT
24 ALTA LIQUIDATING TRUST U/A/D
25 12/31/09, by and through MARK L. FINE &
26 ASSOCIATES, a Nevada corporation,
individually and as Trustee; WELLS FARGO
BANK, NATIONAL ASSOCIATION, a
Delaware corporation; NEVADA TITLE
COMPANY, a Nevada corporation;
CENTRAL TELEPHONE COMPANY, a
Delaware corporation; COX
COMMUNICATIONS LAS VEGAS, INC., a
Delaware corporation; LAS VEGAS VALLEY
WATER DISTRICT, a quasi-municipal
corporation; CITY OF LAS VEGAS, a
municipal corporation; CLARK COUNTY, a
political subdivision of the State of Nevada; all
other persons unknown claiming any right,
title, estate, lien or interest in the real property
described in the Complaint; DOES I through
X; and ROE CORPORATIONS XI through
XX, inclusive,

27 Defendants.

Case No.: A-13-681632-C

Dept. No.: XXVIII

PLAINTIFF'S FIRST AMENDED
VERIFIED COMPLAINT IN EMINENT
DOMAIN

EXEMPT FROM ARBITRATION:

Action Concerning Title to Real Property

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

PLAINTIFF’S FIRST AMENDED VERIFIED COMPLAINT IN EMINENT DOMAIN

1
2 Plaintiff, NEVADA POWER COMPANY d/b/a NV ENERGY (“**Plaintiff**” or “**NV**
3 **Energy**”), files this Complaint and for its claims for relief against the above-named Defendants
4 alleges and claims as follows:

5 1. Plaintiff is, and at all relevant times herein was, a corporation incorporated,
6 organized and existing under and by virtue of the laws of the State of Nevada, having its
7 principal place of business in the County of Clark, State of Nevada, and operating as a public
8 utility under an exclusive franchise granted by the State of Nevada.

9 2. The purposes for which Plaintiff is incorporated and for which it has franchises
10 are, among other things, the right to engage in the business of generating, manufacturing,
11 transmitting, distributing, selling and otherwise disposing of electricity for power, light, heat and
12 other purposes, to furnish electric power, light and heat to counties, cities, villages, and towns,
13 and the inhabitants thereof, and to acquire by right of eminent domain all necessary rights and
14 easements for lines for telegraph, telephone, electric light and electric power and sites for plants
15 for electric light and power pursuant to the provisions of NRS Chapter 37, including NRS
16 37.010(1)(g).

17 3. Plaintiff is authorized to acquire, either in fee or any lesser estate or interest, real
18 property or interests therein for right of way for public utilities and related purposes through the
19 exercise of the power of eminent domain pursuant to the provisions of NRS Chapter 37.

20 4. Plaintiff has commenced this action to acquire right of way needed for permitting,
21 construction, operation and maintenance of 230kV/138kV/69kV transmission lines, and
22 associated facilities, which will be generally located in the area of Interstate 15 and Charleston
23 Boulevard, in the County of Clark, State of Nevada (the “**Project**”), and other public purposes.
24 The location, general route and termini of the right of way sought in this action is shown on the
25 drawing(s) attached hereto as **Exhibit “1”**.

26 5. A public need and necessity exists for the Project, and the acquisition of the
27 property described herein is necessary for a public use, namely, the Project.

28 ...

1 6. Plaintiff seeks to condemn certain easement interests on a portion of the property
2 generally located at 400 South Martin L. King Boulevard, Las Vegas, Nevada 89106, and
3 recognized by the Clark County Recorder’s Office as APN 139-33-202-009 (the “**Property**”).
4 Plaintiff requires a permanent easement on the Property (the “**PE Acquisition Area**”) as well as
5 a temporary construction easement (the “**TCE Acquisition Area**”) (collectively, the
6 “**Acquisition Area**”). The PE Acquisition Area is specifically identified in the documents
7 attached hereto as **Exhibit “2”**, and the TCE Acquisition Area is specifically identified in the
8 documents attached hereto as **Exhibit “3”**, including the easement documentation, drawing(s),
9 and legal description(s).

10 7. Plaintiff estimates the amount of time the TCE Acquisition Area may be utilized
11 for construction of the Project as set forth in **Exhibit “3”**, but recognizes that the actual amount
12 of time that the TCE Acquisition Area may be utilized for construction of the Project may be less
13 than Plaintiff estimates, and Plaintiff will therefore compensate Defendants for the actual amount
14 of time it utilizes the TCE Acquisition Area for construction of the Project.

15 8. The names of all owners, occupants and/or claimants of an interest in the property
16 sought to be acquired, insofar as known to Plaintiff at the time of the filing of this Complaint, are
17 as follows:

18 A. Defendant HQ METRO, LLC, an Arizona limited liability company, is the
19 record owner of the Acquisition Area pursuant to a GRANT BARGAIN AND SALE DEED
20 recorded September 2, 2009, in Book No. 20090902, as Instrument No. 0001863, of the Official
21 Records of the Clark County Recorder;

22 B. Defendant LAS VEGAS METROPOLITAN POLICE DEPARTMENT, a
23 metropolitan police department, may have an interest in the Acquisition Area as a Tenant at the
24 Property pursuant to an unrecorded LEASE;

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1 C. Defendant PROJECT ALTA, LLC, a Nevada limited liability company,
2 may have an interest in the Acquisition Area pursuant to the following:

3 (1) MEMORANDUM OF LEASE AND PURCHASE OPTION
4 recorded September 2, 2009, in Book No. 20090902, as Instrument No. 0000688, of the Official
5 Records of the Clark County Recorder;

6 (2) AGREEMENT recorded September 2, 2009, in Book No.
7 20090902, as Instrument No. 0001861, of the Official Records of the Clark County Recorder;
8 and

9 (3) ASSIGNMENT OF LEASE recorded September 2, 2009, in Book
10 No. 20090902, as Instrument No. 0001864, of the Official Records of the Clark County
11 Recorder;

12 D. Defendant PROJECT ALTA II, LLC, a Nevada limited liability company,
13 may have an interest in the Acquisition Area pursuant to the following:

14 (1) MEMORANDUM OF LEASE AND PURCHASE OPTION
15 recorded September 2, 2009, in Book No. 20090902, as Instrument No. 0000688, of the Official
16 Records of the Clark County Recorder;

17 (2) AGREEMENT recorded September 2, 2009, in Book No.
18 20090902, as Instrument No. 0001861, of the Official Records of the Clark County Recorder;
19 and

20 (3) ASSIGNMENT OF LEASE recorded September 2, 2009, in Book
21 No. 20090902, as Instrument No. 0001864, of the Official Records of the Clark County
22 Recorder;

23 E. Defendant PROJECT ALTA III, LLC, a Nevada limited liability
24 company, may have an interest in the Acquisition Area pursuant to an ACCESS EASEMENT
25 AGREEMENT recorded October 4, 2010, in Book No. 20101004, as Instrument No. 0003385,
26 of the Official Records of the Clark County Recorder;

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1 F. Defendant PROJECT ALTA LIQUIDATING TRUST U/A/D 12/31/09,
2 by and through MARK L. FINE & ASSOCIATES, a Nevada corporation, individually and as
3 Trustee, may have an interest in the Acquisition Area pursuant to the following:

4 (1) SUBORDINATE NOTE DEED OF TRUST, ASSIGNMENT OF
5 RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (SUB NOTE)
6 recorded September 2, 2009, in Book No. 20090902, as Instrument No. 0001869, of the Official
7 Records of the Clark County Recorder;

8 (2) SUBORDINATION, NON-DISTURBANCE AND
9 ATTORNMENT AGREEMENT recorded September 2, 2009, in Book No. 20090902, as
10 Instrument No. 0001870, of the Official Records of the Clark County Recorder;

11 (3) UCC-1 FINANCING STATEMENT recorded September 2, 2009,
12 in Book No. 20090902, as Instrument No. 0001873, of the Official Records of the Clark County
13 Recorder;

14 (4) ASSIGNMENT OF BENEFICIAL INTEREST UNDER
15 SUBORDINATE NOTE DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
16 SECURITY AGREEMENT AND FIXTURE FILING (SUB NOTE), SUBORDINATION,
17 NON-DISTURBANCE AND ATTORNMENT AGREEMENT, AND ALL OTHER LOAN
18 DOCUMENTS recorded January 6, 2010, in Book No. 20100106, as Instrument No. 0003873, of
19 the Official Records of the Clark County Recorder; and

20 (5) UCC-3 FINANCING STATEMENT AMENDMENT recorded
21 February 1, 2010, in Book No. 20100201, as Instrument No. 0003013, of the Official Records of
22 the Clark County Recorder;

23 G. Defendant WELLS FARGO BANK, NATIONAL ASSOCIATION, a
24 Delaware corporation, may have an interest in the Acquisition Area pursuant to the following:

25 (1) AGREEMENT recorded September 2, 2009, in Book No.
26 20090902, as Instrument No. 0001861, of the Official Records of the Clark County Recorder;

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Telephone: (702) 538-9074 – Facsimile (702) 538-9113

1 (2) SENIOR DEED OF TRUST, ASSIGNMENT OF RENTS AND
2 LEASES, SECURITY AGREEMENT AND FIXTURE FILING (SERIES A) recorded
3 September 2, 2009, in Book No. 20090902, as Instrument No. 0001865, of the Official Records
4 of the Clark County Recorder;

5 (3) SUBORDINATION, NON-DISTURBANCE AND
6 ATTORNMENT AGREEMENT recorded September 2, 2009, in Book No. 20090902, as
7 Instrument No. 0001866, of the Official Records of the Clark County Recorder;

8 (4) SUBORDINATE DEED OF TRUST, ASSIGNMENT OF RENTS
9 AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (SERIES B) recorded
10 September 2, 2009, in Book No. 20090902, as Instrument No. 0001867, of the Official Records
11 of the Clark County Recorder;

12 (5) SUBORDINATION, NON-DISTURBANCE AND
13 ATTORNMENT AGREEMENT recorded September 2, 2009, in Book No. 20090902, as
14 Instrument No. 0001868, of the Official Records of the Clark County Recorder;

15 (6) ASSIGNMENT AGREEMENT (HQ METRO, LLC) recorded
16 September 2, 2009, in Book No. 20090902, as Instrument No. 0001871, of the Official Records
17 of the Clark County Recorder;

18 (7) UCC-1 FINANCING STATEMENT recorded September 2, 2009,
19 in Book No. 20090902, as Instrument No. 0001872, of the Official Records of the Clark County
20 Recorder;

21 (8) AGREEMENT SUBJECTING DEED OF TRUST TO
22 EASEMENT recorded March 3, 2010, in Book No. 20100303, as Instrument No. 0004303, of
23 the Official Records of the Clark County Recorder;

24 (9) AGREEMENT SUBJECTING DEED OF TRUST TO
25 EASEMENT recorded March 3, 2010, in Book No. 20100303, as Instrument No. 0004304, of
26 the Official Records of the Clark County Recorder; and

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1 (10) AGREEMENT SUBJECTING DEED OF TRUST TO
2 EASEMENT recorded March 3, 2010, in Book No. 20100303, as Instrument No. 0004305, of
3 the Official Records of the Clark County Recorder;

4 H. Defendant NEVADA TITLE COMPANY, a Nevada corporation, may
5 have an interest in the Acquisition Area pursuant to a SUBORDINATE NOTE DEED OF
6 TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND
7 FIXTURE FILING (SUB NOTE) recorded September 2, 2009, in Book No. 20090902, as
8 Instrument No. 0001869, of the Official Records of the Clark County Recorder;

9 I. Defendant CENTRAL TELEPHONE COMPANY, a Delaware
10 corporation, may have an interest in the Acquisition Area pursuant to any grant of rights and
11 right of way created by the following:

12 (1) RIGHT OF WAY GRANT recorded May 1, 1978, in Book No.
13 880, as Instrument No. 839802, of the Official Records of the Clark County Recorder;

14 (2) COMMUNICATION SYSTEM EASEMENT recorded January
15 12, 2010, in Book No. 20100112, as Instrument No. 0003305, of the Official Records of the
16 Clark County Recorder;

17 (3) AGREEMENT SUBJECTING DEED OF TRUST TO
18 EASEMENT recorded March 3, 2010, in Book No. 20100303, as Instrument No. 0004303, of
19 the Official Records of the Clark County Recorder;

20 (4) AGREEMENT SUBJECTING DEED OF TRUST TO
21 EASEMENT recorded March 3, 2010, in Book No. 20100303, as Instrument No. 0004304, of
22 the Official Records of the Clark County Recorder; and

23 (5) AGREEMENT SUBJECTING DEED OF TRUST TO
24 EASEMENT recorded March 3, 2010, in Book No. 20100303, as Instrument No. 0004305, of
25 the Official Records of the Clark County Recorder;

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1 J. Defendant COX COMMUNICATIONS LAS VEGAS, INC., a Delaware
2 corporation, may have an interest in the Acquisition Area pursuant to any grant of rights and
3 right of way created by a GRANT OF EASEMENT recorded February 18, 2010, in Book No.
4 20100218, as Instrument No. 0001014, of the Official Records of the Clark County Recorder;

5 K. Defendant LAS VEGAS VALLEY WATER DISTRICT, a quasi-
6 municipal corporation, may have an interest in the Acquisition Area pursuant to any grant of
7 rights and right of way created by the following:

8 (1) EASEMENTS AND RIGHTS-OF-WAY recorded October 21,
9 2009, in Book No. 20091021, as Instrument No. 0002768, of the Official Records of the Clark
10 County Recorder;

11 (2) EASEMENTS AND RIGHTS-OF-WAY recorded October 21,
12 2009, in Book No. 20091021, as Instrument No. 0002769, of the Official Records of the Clark
13 County Recorder;

14 (3) EASEMENTS AND RIGHTS-OF-WAY recorded October 21,
15 2009, in Book No. 20091021, as Instrument No. 0002770, of the Official Records of the Clark
16 County Recorder; and

17 (4) EASEMENTS AND RIGHTS-OF-WAY recorded October 21,
18 2009, in Book No. 20091021, as Instrument No. 0002771, of the Official Records of the Clark
19 County Recorder;

20 L. Defendant CITY OF LAS VEGAS, a municipal corporation, may have an
21 interest in the Acquisition Area pursuant to any grant of rights and right of way created by the
22 following, and may be a lien holder against the Acquisition Area for, among other things, Special
23 Assessments, taxes and/or rights of way:

24 (1) PARCEL MAP FOR 70 LIMITED PARTNERSHIP recorded May
25 10, 1994, in Book No. 940510, as Instrument No. 01493 - File 79 of Parcel Maps, Page 21 - of
26 the Official Records of the Clark County Recorder;

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1 (2) CITY OF LAS VEGAS NOTICE OF ZONING ACTION recorded
2 April 21, 2009, in Book No. 20090421, as Instrument No. 0001989, of the Official Records of
3 the Clark County Recorder;

4 (3) CITY OF LAS VEGAS NOTICE OF ZONING ACTION recorded
5 May 14, 2009, in Book No. 20090514, as Instrument No. 0001865, of the Official Records of the
6 Clark County Recorder;

7 (4) GRANT DEED recorded August 26, 2009, in Book No. 20090826,
8 as Instrument No. 0002169, of the Official Records of the Clark County Recorder;

9 (5) GRANT DEED recorded August 26, 2009, in Book No. 20090826,
10 as Instrument No. 0002170, of the Official Records of the Clark County Recorder;

11 (6) GRANT DEED recorded August 26, 2009, in Book No. 20090826,
12 as Instrument No. 0002171, of the Official Records of the Clark County Recorder;

13 (7) GRANT DEED recorded August 26, 2009, in Book No. 20090826,
14 as Instrument No. 0002172, of the Official Records of the Clark County Recorder;

15 (8) RIGHT OF WAY GRANT FOR STREETLIGHT PURPOSES
16 recorded September 25, 2009, in Book No. 20090925, as Instrument No. 0002933, of the Official
17 Records of the Clark County Recorder;

18 (9) RIGHT OF WAY GRANT FOR PEDESTRIAN WALKWAY
19 PURPOSES recorded September 25, 2009, in Book No. 20090925, as Instrument No. 0002934,
20 of the Official Records of the Clark County Recorder;

21 (10) RIGHT OF WAY GRANT FOR TRAFFIC PURPOSES recorded
22 September 25, 2009, in Book No. 20090925, as Instrument No. 0002935, of the Official Records
23 of the Clark County Recorder; and

24 (11) ENCROACHMENT AGREEMENT (SHORT-TERM) recorded
25 October 22, 2009, in Book No. 20091022, as Instrument No. 0000939, of the Official Records of
26 the Clark County Recorder;

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28 ...

1 M. Defendant CLARK COUNTY, a political subdivision of the State of
2 Nevada, may have an interest in the Acquisition Area pursuant to any grant of rights and right of
3 way created by the following, and may be a lien holder against the Acquisition Area for, among
4 other things, Special Assessments, sanitation assessments, easements and/or for property taxes:

5 (1) MEMORANDUM OF LEASE AND PURCHASE OPTION
6 recorded September 2, 2009, in Book No. 20090902, as Instrument No. 0000688, of the Official
7 Records of the Clark County Recorder;

8 (2) SUBORDINATION, NON-DISTURBANCE AND
9 ATTORNMENT AGREEMENT recorded September 2, 2009, in Book No. 20090902, as
10 Instrument No. 0001866, of the Official Records of the Clark County Recorder;

11 (3) SUBORDINATION, NON-DISTURBANCE AND
12 ATTORNMENT AGREEMENT recorded September 2, 2009, in Book No. 20090902, as
13 Instrument No. 0001868, of the Official Records of the Clark County Recorder; and

14 (4) SUBORDINATION, NON-DISTURBANCE AND
15 ATTORNMENT AGREEMENT recorded September 2, 2009, in Book No. 20090902, as
16 Instrument No. 0001870, of the Official Records of the Clark County Recorder;

17 N. Plaintiff has been informed and believes and therefore alleges that there
18 may be other persons, corporations, partnerships, or entities identified herein as DOES I through
19 X and ROE CORPORATIONS XI through XX, who may have, or claim to have, a right, title,
20 estate, lien or interest in the Acquisition Area and whose names are unknown to Plaintiff at this
21 time. Such unknown persons are identified herein pursuant to, among other rules of law, NRS
22 Section 37.070(1)(c). If the true names and identities of such persons are ascertained, Plaintiff
23 reserves the right, in its sole and absolute discretion, to seek leave of Court to amend its
24 Complaint to add the names of any additional interested Defendants.

25 9. The Acquisition Area sought to be acquired herein is only part of a larger
26 parcel(s) or tract of land that the Defendants own or may claim an interest in, and is more
27 particularly shown on the drawing(s) attached hereto as **Exhibit "1"**, which delineate the
28 Acquisition Area as it relates to the larger parcel.

1 10. If there are two or more estates or divided interests in the Acquisition Area, then
2 NRS Section 37.115 entitles Plaintiff to have the amount of the award for the Acquisition Area
3 first determined as between Plaintiff and all Defendants claiming any interest therein as if the fee
4 interest is not divided; and provides that the respective rights of such Defendants in and to the
5 award are to be determined subsequently in a later and separate hearing in the same proceeding.

6 11. In the event contamination is discovered at the Acquisition Area, Plaintiff
7 reserves any and all rights it has or may have to recover in this action, in any subsequent action,
8 or by any administrative means, all costs of remediation and/or cleanup of the contamination at
9 the Acquisition Area necessitated by any conditions that are present at the time Plaintiff acquires
10 the right to occupy the Acquisition Area. Plaintiff further reserves any and all rights it has or
11 may have to pursue any remedies to compel Defendants to remediate and/or cleanup any
12 contamination at the Acquisition Area in accordance with applicable laws and regulations.

13 Plaintiff reserves any and all rights it has or may have to request or petition the Court to
14 direct the Clerk to set aside and/or reserve any funds deposited by Plaintiff in conjunction with
15 Plaintiff's right to occupy the Acquisition Area in an amount sufficient to remediate and/or
16 cleanup any contamination existing at the Acquisition Area at the time Plaintiff acquires the right
17 to occupy the Acquisition Area.

18 12. This matter is entitled to a priority trial setting pursuant to NRS 37.055.

19 13. Plaintiff has taken all preliminary steps required by law to institute this
20 proceeding.

21 WHEREFORE, Plaintiff prays that this Honorable Court do the following:

22 1. Enter an order allowing Plaintiff to take immediate possession and occupancy of
23 the Acquisition Area;

24 2. Ascertain and assess the amount of reasonable and just compensation due the
25 Defendants for the taking of the Acquisition Area assuming the fee interest is not divided, and
26 determine in a separate hearing the respective rights of the Defendants in and to the award herein
27 pursuant to NRS Chapter 37;

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8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 – Facsimile (702) 538-9113


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3. Enter judgment and a final order of condemnation against each and every Defendant condemning title in the Acquisition Area in favor of NV Energy as hereinbefore described; and

4. Enter an order or judgment for such other and further relief as the Court deems just and proper.

DATED this 15th day of January, 2016.

LEACH JOHNSON SONG & GRUCHOW

By: 
KIRBY C. GRUCHOW, JR., ESQ.
Nevada Bar No. 6663
8945 West Russell Road, Suite 330
Las Vegas, Nevada 89148
Phone: (702) 538-9074
Attorneys for Plaintiff Nevada Power
Company d/b/a NV Energy

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VERIFICATION

STATE OF NEVADA)
)
COUNTY OF CLARK) ss.

RANDAL CAGLE, being first duly sworn, deposes and says:

That he is the Manager of Land Resources for Nevada Power Company d/b/a NV Energy, Plaintiff in the above-entitled action, that he has read the above and foregoing FIRST AMENDED VERIFIED COMPLAINT IN EMINENT DOMAIN, knows the contents thereof, and that the same is true of his own knowledge, except as to those matters therein state on information and belief, and as to those matters, he believes them to be true.

DATED this 13th day of January, 2016.

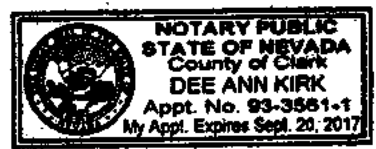


RANDAL CAGLE, Manager of Land Resources for Nevada Power Company d/b/a NV Energy

SUBSCRIBED and SWORN to before me this 13th day of January, 2016.



NOTARY PUBLIC in and for said County and State



LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 - Facsimile (702) 538-9113

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), the undersigned, an employee of LEACH JOHNSON SONG & GRUCHOW, hereby certified that on the 15th day of January, 2016, s/he served a true and correct copy of the foregoing, PLAINTIFF'S FIRST AMENDED VERIFIED COMPLAINT IN EMINENT DOMAIN, by:

- Depositing for mailing, in a sealed envelope, U.S. postage prepaid, at Las Vegas, Nevada
- Personal Delivery
- Facsimile
- Federal Express/Airborne Express/Other Overnight Delivery
- Las Vegas Messenger Service
- Electronic Service – Via E-mail – Eighth Judicial District Court E-Filing System

addressed as follows:

Brian C. Padgett, Esq. E-mail: brian@briancpadgett.com Amy L. Sugden, Esq. E-mail: amy@briancpadgett.com Law Offices of Brian C. Padgett 611 South Sixth Street Las Vegas, Nevada 89101 Attorneys for Defendants HQ Metro, LLC, Project Alta, LLC, Project Alta II, LLC, Project Alta III, LLC, Project Alta Liquidating Trust U/A/D 12/31/09, Mark L. Fine & Associates and Wells Fargo Bank, National Association	Michael D. Rawlins, Esq. E-mail: mrawlins@djplaw.com Bradley S. Slighting, Esq. Durham Jones & Pinegar, PC 10785 West Twain Avenue, Suite 200 Las Vegas, Nevada 89135 Attorneys for Defendant Las Vegas Metropolitan Police Department
Matthew C. Addison, Esq. E-mail: maddison@medonaldcarano.com McDonald Carano Wilson LLP 100 West Liberty Street, Tenth Floor Reno, Nevada 89501 Attorneys for Defendant Central Telephone Company	Philip R. Byrnes, Esq. E-mail: pbyrnes@lasvegasnevada.gov City of Las Vegas – Office of the City Attorney 495 South Main Street, Sixth Floor Las Vegas, Nevada 89101 Attorney for Defendant City of Las Vegas

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Leslie A. Nielsen, Esq.
E-mail: leslie.nielsen@clarkcountyda.com
Office of the District Attorney -- Civil Division
500 South Grand Central Parkway
P.O. Box 552215
Las Vegas, Nevada 89155
Attorney for Defendant Clark County

Heather A. Kelley
An employee of LEACH JOHNSON SONG &
GRUCHOW

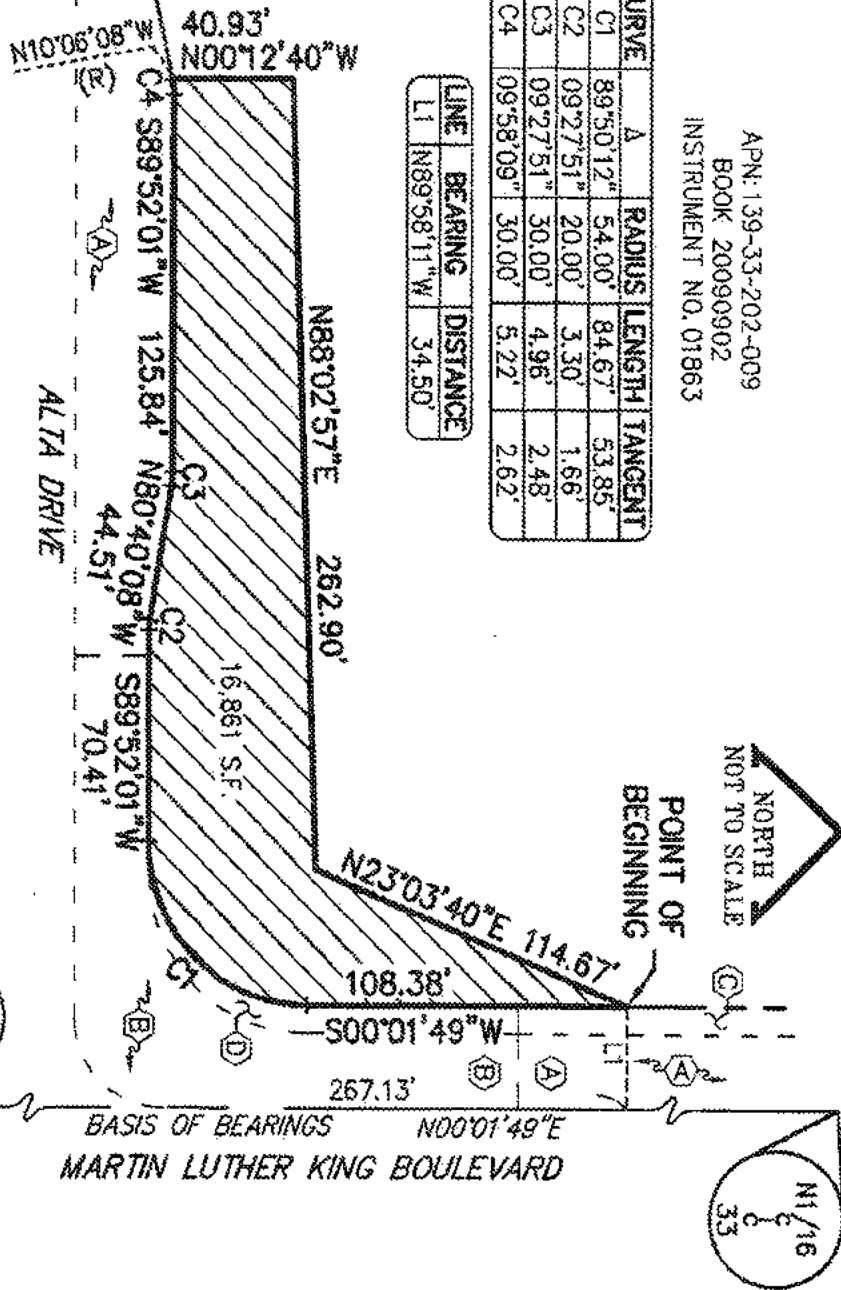
EXHIBIT “1”

EXHIBIT “1”

APN: 139-33-202-009
 BOOK 20090902
 INSTRUMENT NO. 01963

CURVE	A	RADIUS	LENGTH	TANGENT
C1	89°50'12"	54.00'	84.67'	53.85'
C2	09°27'51"	20.00'	3.30'	1.66'
C3	09°27'51"	30.00'	4.96'	2.48'
C4	09°58'09"	30.00'	5.22'	2.62'

LINE	BEARING	DISTANCE
L1	N89°58'11"W	34.50'



OFFICIAL RECORDS
 20090826: 02169
 20090826: 02171
 20090826: 02170
 20090826: 02172

NV Energy

PROJECT: PROJECT NEON
 APN: 139-33-202-009
 EXHIBIT A

EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION

SEC: 33 T: 20 S, R: 61 E.
 SURVEYOR: GE/SB
 DRAWN BY: CV

DATE: 20 NOV/14 PAGE: 3 OF 3

CHECKED BY: PROJECT ID: LR697MULR2

EXHIBIT “2”

EXHIBIT “2”

APN: 139-33-202-009

PERPETUAL EASEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy and its successors and assigns (“**NV Energy**”), for use by them and their employees and contractors, hereby acquire a perpetual right and easement:

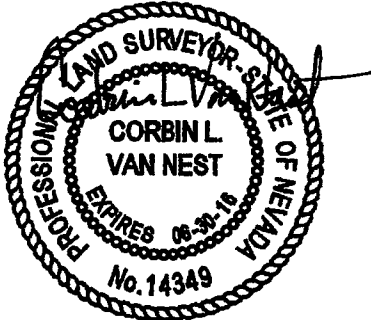
1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements (“**Utility Facilities**”) upon, over, under and through the property described in **Exhibit “A”** hereto (the “**Easement Area**”);
2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area and the property described in **Exhibit “B”** hereto (the “**Property**”);
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from the Easement Area and the Property; and
4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as NV Energy may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

NV Energy will be responsible for any damages, proximately caused by NV Energy negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by the property owners and located on the Easement Area after the date that NV Energy obtains occupancy of the Easement Area pursuant to NRS Chapter 37. However, this paragraph does not apply to, and NV Energy is not responsible for, any damages caused when NV Energy exercises its rights under numbered Paragraph 4 above.

The property owner covenants for the benefit of NV Energy, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of NV Energy (which NV Energy will not unreasonably withhold), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. NV Energy and the property owner must document NV Energy’s consent by both NV Energy and the property owner signing NV Energy’s standard, recordable use agreement. The property owner retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with NV Energy’s rights herein and are in all respects consistent with NV Energy’s rights herein, NV Energy’s electrical practices, and the National Electrical Safety Code.



EXHIBIT A



11.20.14

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009
20 NOV, 2014
PREPARED BY: CV
CHECKED BY: SD
PAGE 1 OF 3

LAND DESCRIPTION:

A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN "GRANT BARGAIN AND SALE DEED" RECORDED SEPTEMBER 2, 2009 IN BOOK 20090902 AS INSTRUMENT NO. 01863 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 00°01'49" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 267.13 FEET; THENCE NORTH 89°58'11" WEST, DEPARTING SAID EAST LINE, 34.50 FEET TO THE POINT OF BEGINNING, SAME BEING THE WESTERLY RIGHT-OF-WAY OF MARTIN LUTHER KING BOULEVARD (WIDTH VARIES) DESCRIBED IN THAT CERTAIN "GRANT DEED" RECORDED AUGUST 26, 2009 IN BOOK 20090826 AS INSTRUMENT NO. 02171 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; THENCE ALONG SAID RIGHT-OF-WAY AND THE UNBROKEN TRANSITION THEREOF ONTO AND ALONG THE NORTHERLY RIGHT-OF-WAY OF ALTA DRIVE, BEING DESCRIBED IN THOSE CERTAIN 'GRANT DEEDS' RECORDED AUGUST 26, 2009 IN BOOK 20090826 AS INSTRUMENT NUMBERS 02169, 02170 AND 02172 OF SAID OFFICIAL RECORDS, THE FOLLOWING EIGHT (8) COURSES: 1) SOUTH 00°01'49" WEST, 108.38 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 54.00 FEET; 2) SOUTHWESTERLY ALONG SAID CURVE, 84.67 FEET THROUGH A CENTRAL ANGLE OF 89°50'12"; 3) SOUTH 89°52'01" WEST, 70.41 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET; 4) NORTHWESTERLY ALONG SAID CURVE, 3.30 FEET THROUGH A CENTRAL

P.O. BOX 98910, LAS VEGAS, NEVADA 89151-0001 6226 WEST SAHARA AVENUE, LAS VEGAS, NEVADA 89146
P.O. BOX 30150, RENO, NEVADA 89520-3150 6100 NEIL ROAD, RENO, NEVADA 89511 nvenergy.com

ANGLE OF 09°27'51"; 5) NORTH 80°40'08" WEST, 44.51 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, 6) NORTHWESTERLY ALONG SAID CURVE, 4.96 FEET THROUGH A CENTRAL ANGLE OF 09°27'51"; 7) SOUTH 89°52'01" WEST, 125.84 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET; 8) SOUTHWESTERLY ALONG SAID CURVE, 5.22 FEET THROUGH A CENTRAL ANGLE OF 09°58'09"; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 00°12'40" WEST, 40.93 FEET; THENCE NORTH 88°02'57" EAST, 262.90 FEET; THENCE NORTH 23°03'40" EAST, 114.67 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 16,861 SQUARE FEET.

BASIS OF BEARINGS:

NORTH 00°01'49" EAST BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MEASURED IN THE NEVADA EAST ZONE (2701) STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83).

END OF LAND DESCRIPTION.

NOTE: THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

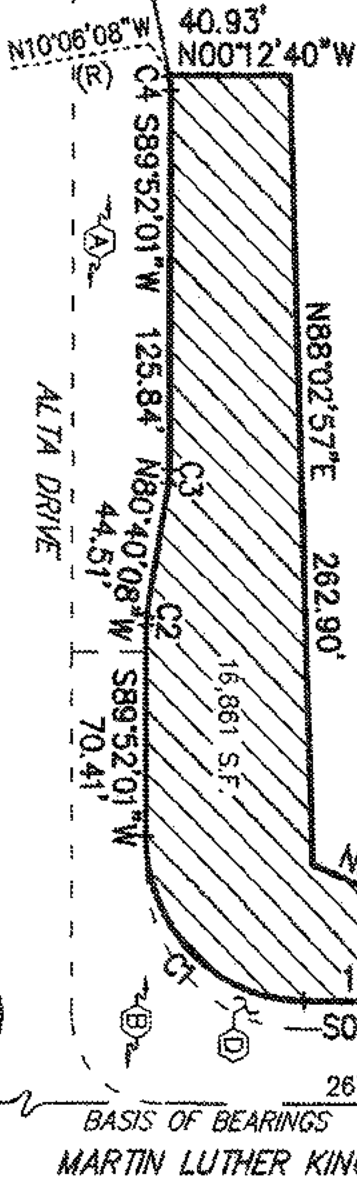
CORBIN L, VAN NEST, PLS
STATE OF NEVADA NO. 14349
FOR AND AT THE INSTANCE OF NV ENERGY



PROJECT:
PROJECT NEON
APN: 139-33-202-009
EXHIBIT A

EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION
SEC: 33 T.20 S., R.61 E.
SURVEYOR: G/ESB
DRAWN BY: CV
CHECKED BY:
PROJECT ID: LR697NULR2

OFFICIAL RECORDS
 A 20090826:02169 C 20090826:02171
 B 20090826:02170 D 20090826:02172



CURVE	A	RADIUS	LENGTH	TANGENT
C1	89°50'12"	54.00'	84.67'	53.85'
C2	09°27'51"	20.00'	3.30'	1.66'
C3	09°27'51"	30.00'	4.96'	2.48'
C4	09°58'09"	30.00'	5.22'	2.62'

LINE	BEARING	DISTANCE
L1	N89°58'11"W	34.50'

APN: 139-33-202-009
 BOOK 20090902
 INSTRUMENT NO. 01853



C 1/4 33
 POINT OF COMMENCEMENT

Exhibit B

Situate in the City of Las Vegas, County of Clark, State of Nevada is that portion of the Northwest Quarter (NW ¼) of Section 33, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, described as follows:

That parcel of land as described in Grant Bargain and Sale Deed recorded September 2, 2009 in Book 20090902, as Instrument No, 01863, Official Records, Clark County, Nevada.

EXHIBIT “3”

EXHIBIT “3”

APN: 139-33-202-009

TEMPORARY CONSTRUCTION EASEMENT

Nevada Power Company, a Nevada corporation, d/b/a NV Energy and its successors and assigns (“NV Energy”), for use by them and their employees and contractors, hereby acquire a temporary right and easement on the real property situated in Clark County, Nevada, identified on **Exhibit “A”** hereto, and commonly known as APN 139-33-202-009 (the “Property”):

1. to use and restore an area approximately one hundred (100) feet by one hundred eighty-one (181) feet and one hundred eleven (111) feet by one hundred eighty-one (181) feet for construction staging (including but not limited to parking vehicles and storing materials), pulling cable, and wire tensioning in the location identified on **Exhibit “B”** hereto (“**Temporary Easement Area**”);
2. to perform final cleanup of and restore to its before condition the Temporary Easement Area;
3. except as described below, for the unrestricted passage of vehicles and pedestrians within, on, over and across the Temporary Easement Area; and
4. except as described below, for the unrestricted, continuous access of vehicles and pedestrians along and through the Property to the Temporary Easement Area, for the ingress of vehicles and pedestrians to the Temporary Easement Area from the Property, and for the egress of vehicles and pedestrians from the Temporary Easement Area over the Property.

Additional Terms of Temporary Construction Easement

1. NV Energy has the right to remove or clear any and all materials, trees, brush, debris, signs, and any other obstruction from the Temporary Easement Area that in NV Energy’s reasonable judgment may interfere with or endanger NV Energy’s use of or activities on the Temporary Easement Area.
2. After NV Energy obtains occupancy of the Temporary Easement Area pursuant to NRS Chapter 37, NV Energy will be responsible for any damages, proximately caused by NV Energy’s negligent use of or activities on the Temporary Easement Area, to any tangible, personal property or improvements owned by the property owner and located on or adjacent to the Temporary Easement Area prior to the date that NV Energy obtains occupancy of the Temporary Easement Area pursuant to NRS Chapter 37. NV Energy further agrees that, if NV Energy performs work that damages the Temporary Easement Area, NV Energy will restore the Temporary Easement Area to as close to its before condition as is commercially reasonable as soon as is practicable upon completion of the construction activities, even if such construction activities conclude before the expiration of the term of the Temporary Construction Easement.

3. The Temporary Easement Area is roughly bisected by a curved driveway leading from Alta Drive on the South toward the building to the North and parking garage to the Northwest (the "Driveway"). Along the eastern edge of the Driveway, separated by a strip of landscaping, is a sidewalk (the "Sidewalk"). The Driveway and Sidewalk are highlighted on the map attached hereto as **Exhibit "C"**. NV Energy shall, throughout the duration of the Temporary Construction Easement, keep the Driveway and Sidewalk continuously open and free from obstruction, so that vehicles and pedestrians can pass through the Driveway and Sidewalk in the ordinary course, except as follows:
 - a. NV Energy may intermittently close the Driveway and Sidewalk to vehicular and pedestrian traffic as is necessary for safety purposes for a period not to exceed a total of 15 days (which may be non-consecutive) in duration (the "Wire Pulling Period"), during which NV Energy is pulling wires through either of the two poles being erected on the perpetual easement that NV Energy is acquiring contemporaneously herewith ("Perpetual Easement"). The location of the Perpetual Easement is shown in Exhibit "1" attached to NV Energy's Verified Complaint in Eminent Domain filed May 10, 2013, a copy of which is attached hereto as **Exhibit "D"**. The approximate location of the poles are shown on page 96 of the March 11, 2013, Summary Appraisal Report by Glenn Anderson provided by NV Energy, which page is attached hereto as **Exhibit "E"**.
 - b. The intermittent closures allowed in the preceding paragraph shall not last for more than 30 minutes per hour during Peak Hours. Peak Hours include the following times: Monday thru Friday from 6:30 a.m. to 8:30 a.m., 11:00 a.m. to 1:00 p.m., and 3:30 p.m. to 5:00 p.m. During such intermittent closures, NV Energy shall provide safety personnel to notify vehicles and pedestrians of the closures, and to keep them at a safe distance.
 - c. In cases of emergency, such as a need for the Las Vegas Metropolitan Police Department to mobilize police personnel and utilize the Driveway during such an intermittent closure, NV Energy shall suspend its wire pulling operations as soon as can safely be accomplished so as to be able to allow passage of vehicles through the Driveway.
4. The northernmost edge of the Temporary Easement Area overlaps a drive area whereby vehicles pass between the building and the row of parking to the south (the "Drive Area"). The Drive Area is highlighted on **Exhibit "F"**, attached hereto. Except during the Wire Pulling Period, NV Energy shall, throughout the duration of the Temporary Construction Easement, keep the Drive Area continuously open and free from obstruction, so that

vehicles and pedestrians can pass through the Drive Area in the ordinary course.

5. At any time during the Temporary Construction Easement when NV Energy has any heavy vehicles or heavy equipment on the Property, whether or not within the Temporary Easement Area or the Perpetual Easement, NV Energy shall not leave such vehicles or equipment unattended, and shall provide reasonable security measures to prevent such vehicles from being used by unauthorized persons.

This Temporary Construction Easement terminates on June 30, 2015, and, upon termination, has no further effect.

EXHIBIT "A"

EXHIBIT "A"

Exhibit A

The above referred to parcel of land, situate in the City of Las Vegas, County of Clark, State of Nevada, is that portion of the Northwest Quarter (NW ¼) of Section 33, Township 20 South, Range 61 East, M.D.M., Nevada, described as follows:

That parcel of land as described in Grant Bargain and Sale Deed recorded September 2, 2009 in Book 20090902, as Instrument No. 01863, Official Records, Clark County, Nevada.

EXHIBIT "B"

EXHIBIT "B"



EXHIBIT B

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009-TE
15 JANUARY, 2012
PREPARED BY: CV
CHECKED BY: SD
PAGE 1 OF 3



LAND DESCRIPTION:

A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN "GRANT BARGAIN AND SALE DEED" RECORDED SEPTEMBER 2, 2009 IN BOOK 20090902 AS INSTRUMENT NO. 01863 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH 89°52'01" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 522.43 FEET; THENCE NORTH 00°07'59" WEST, DEPARTING SAID SOUTH LINE, 100.94 FEET TO THE SOUTHWEST CORNER OF SAID LAND, SAME BEING THE POINT OF BEGINNING; THENCE NORTH 00°07'59" WEST ALONG THE WEST LINE OF SAID LAND, 111.74' FEET; THENCE NORTH 89°52'01" EAST DEPARTING SAID WEST LINE, 160.97' FEET; THENCE NORTH 00°07'59" WEST 125.32 FEET; THENCE NORTH 89°52'01" EAST 100.00 FEET; THENCE SOUTH 00°07'59" EAST 181.98 FEET; THENCE SOUTH 88°02'57" WEST 80.25 FEET; THENCE SOUTH 00°12'40" EAST 40.93 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID LAND, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 10°06'08" WEST; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING THREE (3) COURSES: 1) SOUTHWESTERLY 1.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°03'32"; 2) SOUTH 77°50'20" WEST 39.69 FEET; 3) SOUTH 88°35'42" WEST, 140.97 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-202-009-TE
PAGE 2 OF 3

CONTAINING 36,863 SQUARE FEET.

BASIS OF BEARINGS:

NORTH 00°01'49" EAST BEING THE BEARING OF THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MEASURED IN THE NEVADA EAST ZONE (2701) STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83).

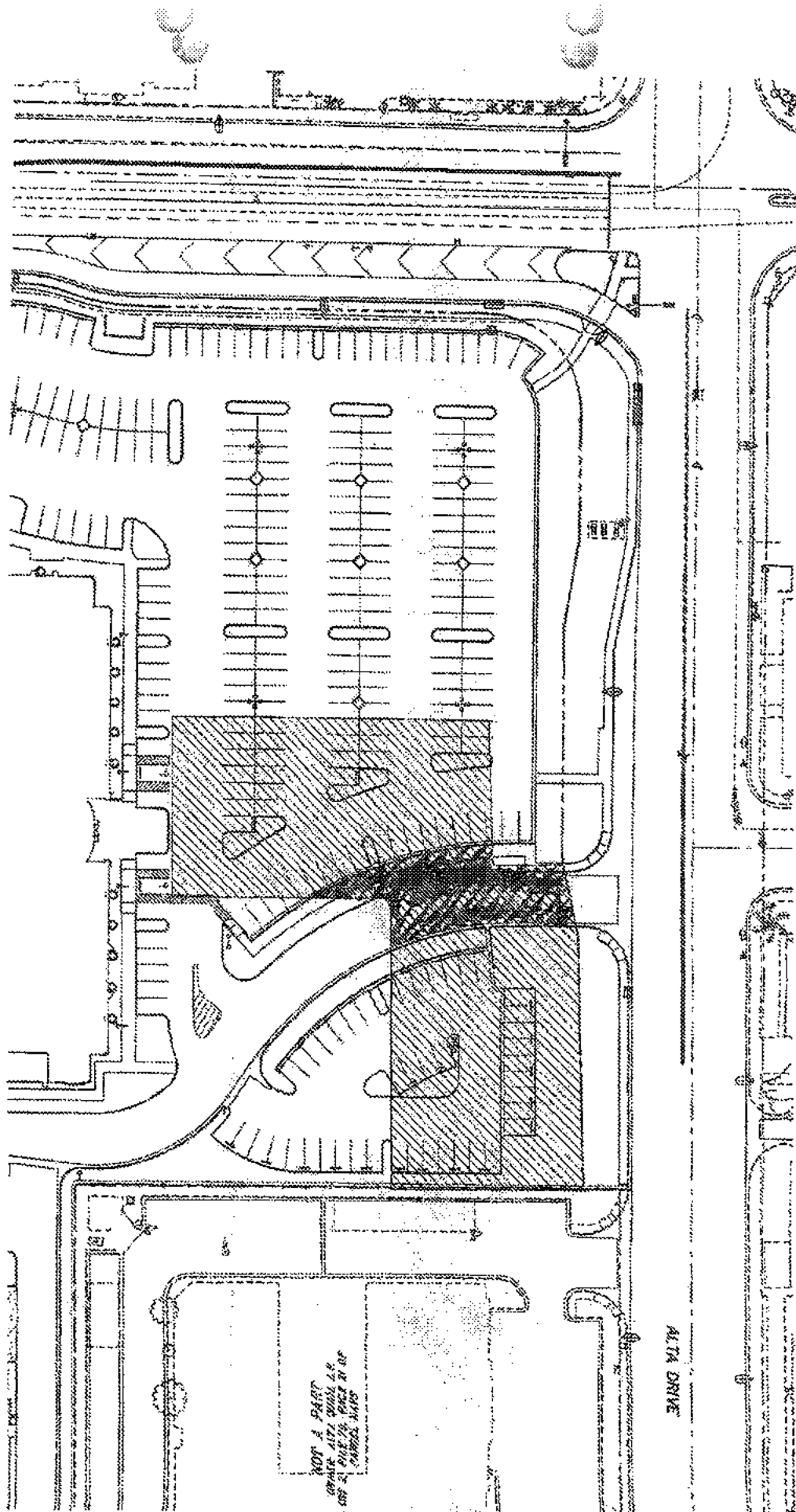
END OF LAND DESCRIPTION.

NOTE: THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

CORBIN L, VAN NEST, PLS
STATE OF NEVADA NO. 14349
FOR AND AT THE INSTANCE OF NV ENERGY

EXHIBIT "C"

EXHIBIT "C"



NOT A PART
 OF THE ALTA DRIVE AS
 SHOWN IN THE PLANS
 OF THE ALTA DRIVE AS
 SHOWN IN THE PLANS

ALTA DRIVE

Ex 1

EXHIBIT "D"

EXHIBIT "D"



PROJECT:
PROJECT NEON
APN: 139-33-202-009
EXHIBIT A

EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION
SEC: 33 T: 20 S, R: 61 E.
SURVEYOR: GELS/B
DRAWN BY: CV
CHECKED BY: PROJECT ID: LR697NALLR2
DATE: 20 NOV, 14 PAGE: 3 OF 3

APN: 139-33-202-009
BOOK 20090902
INSTRUMENT NO. 01863

CURVE	A	RADIUS	LENGTH	TANGENT
C1	89°50'12"	54.00'	84.67'	53.85'
C2	09°27'51"	20.00'	3.30'	1.66'
C3	09°27'51"	30.00'	4.96'	2.48'
C4	09°58'09"	30.00'	5.22'	2.62'

LINE	BEARING	DISTANCE
L1	N89°58'11"W	34.50'

- OFFICIAL RECORDS
- Ⓐ 20090826: 02169
 - Ⓑ 20090826: 02170
 - Ⓒ 20090826: 02171
 - Ⓓ 20090826: 02172

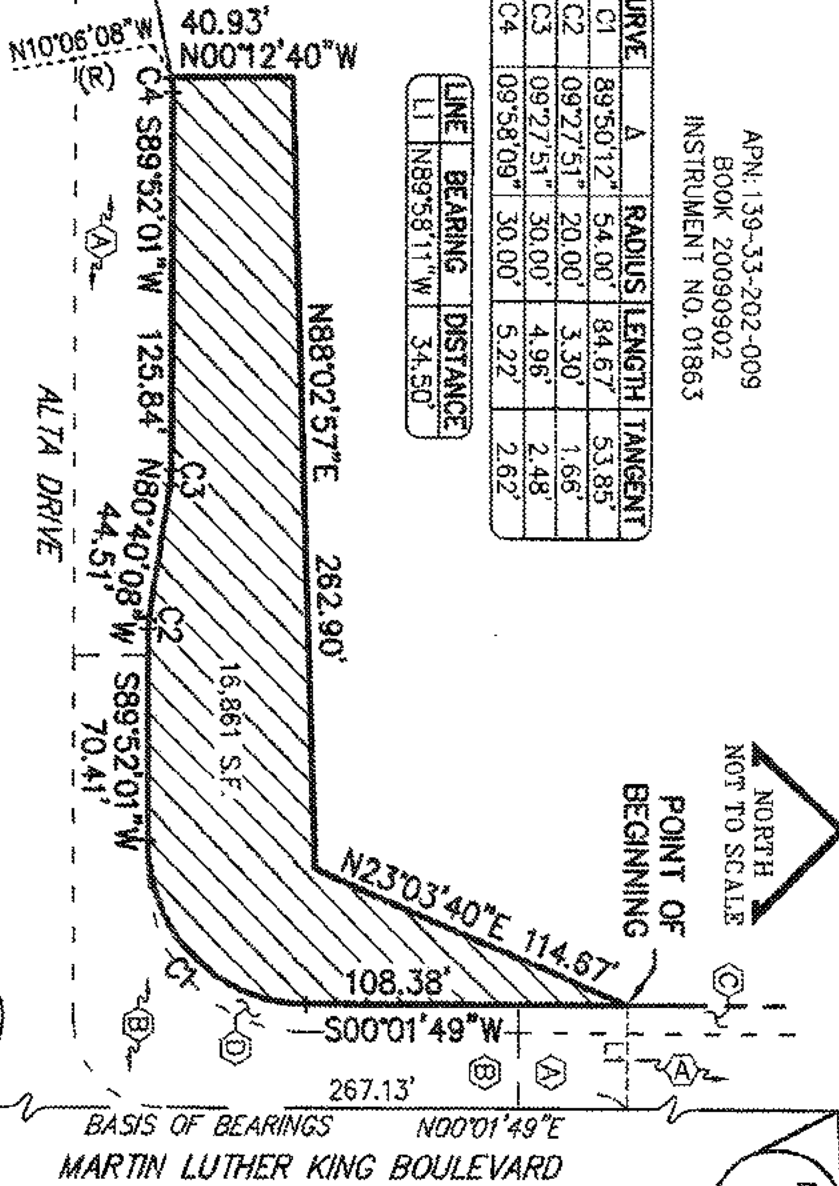
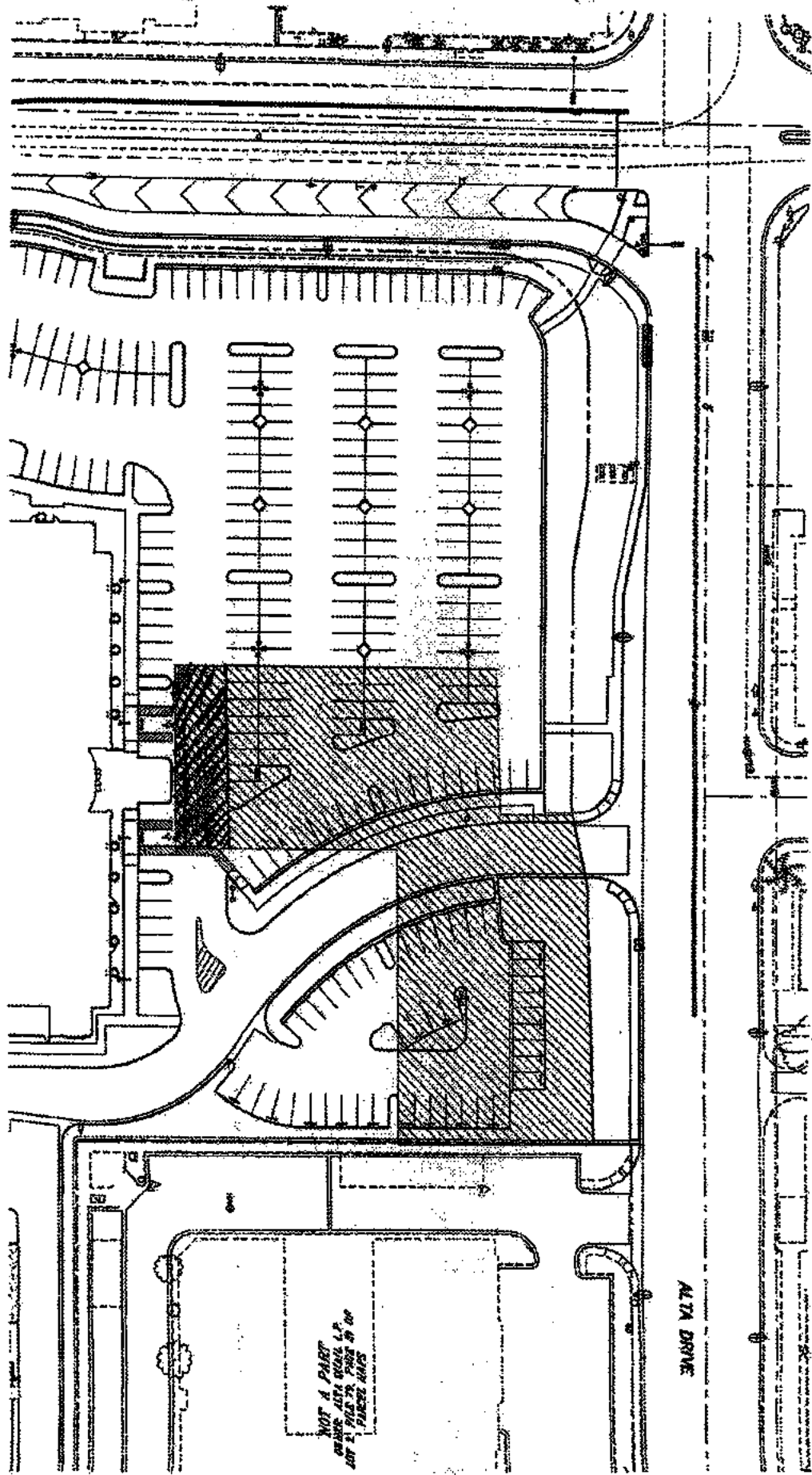


EXHIBIT "E"

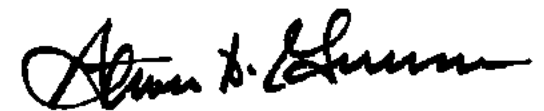
EXHIBIT "E"

EXHIBIT "F"

EXHIBIT "F"



Ex. 2



CLERK OF THE COURT

1 **OPP**
LAW OFFICES OF BRIAN C. PADGETT
2 Brian C. Padgett, Bar No. 7474
3 Amy L. Sugden, Bar No. 9983
Jeremy B. Duke, Bar No. 13110
4 611 South Sixth Street
Las Vegas, Nevada 89101
5 Telephone: (702) 304-0123
Facsimile: (702) 368-0123

6
7 *Attorneys for Defendants HQ Metro, LLC*
8 *Project Alta, LLC, Project Alta II, LLC,*
9 *Project Alta III, LLC, Project Alta*
Liquidating Trust U/A/D 12/31/09,
Wells Fargo Bank, N.A., as trustee

10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 NEVADA POWER COMPANY, a Nevada)
13 corporation d/b/a NV ENERGY,)

14 Plaintiff)

15 vs.)

16 HQ METRO, LLC, an Arizona limited liability)
17 company; LAS VEGAS METROPOLITAN POLICE)
DEPARTMENT, a metropolitan police department;)
18 PROJECT ALTA, LLC, a Nevada limited liability)
19 company; PROJECT ALTA II, LLC, a Nevada limited)
liability company; PROJECT ALTA III, LLC, a)
Nevada limited liability company; PROJECT ALTA)
20 LIQUIDATING TRUST U/A/D 12/31/09, by and)
through MARK L. FINE & ASSOCIATES, a Nevada)
21 corporation, individually and as Trustee; WELLS)
FARGO BANK, NATIONAL ASSOCIATION, a)
22 Delaware corporation; NEVADA TITLE)
COMPANY, a Delaware corporation; COX)
23 COMMUNICATIONS LAS VEGAS, INC., a)
Delaware corporation; LAS VEGAS VALLEY)
24 WATER DISTRICT, a quasi-municipal corporation;)
CITY OF LAS VEGAS, a municipal corporation;)
25 CLARK COUNTY, a political subdivision of the State)
of Nevada; all other persons unknown claiming any)
26 right, title, estate, lien or interest in the real property)
described in the Complaint; DOES I through X; and)
ROE CORPORATIONS XI through XX, inclusive)
27 Defendants.)

Case No.: A-13-681632-C

Dept. No.: XXVIII

16 **DEFENDANT LANDOWNERS'**
17 **OPPOSITION TO CLARK**
18 **COUNTY'S COUNTERMOTION**
19 **FOR PARTIAL SUMMARY**
20 **JUDGMENT AND APPLICATION**
21 **FOR WITHDRAWAL OF FUNDS**
22 **DEPOSITED FOR THE**
23 **PERMANENT EASEMENT**

LAW OFFICES OF BRIAN C. PADGETT
611 SOUTH 6TH STREET
LAS VEGAS, NEVADA 89101
PHONE (702) 304-0123
FACSIMILE (702) 368-0123

1 The Landowners and NV Energy have been attempting to avoid the need for a trial though
2 and negotiate a settlement for the amount of just compensation due and owing. The Landowners
3 and NV Energy engaged in an October 20, 2015, settlement conference and have made significant
4 progress since to resolve this matter. Unfortunately, due to the Las Vegas Metropolitan Police
5 Department (“Metro”)’s claims that it is entitled to the value of the TCE by virtue of its contractual
6 relationship as a tenant on the Subject Property, the Landowners and NV Energy have been unable
7 to effectuate any settlement.

8 Therefore, the Landowners requested this Court provide issue its ruling as a matter of law
9 that the terms of the lease between the Landowners and Metro do not provide Metro any rights to
10 the condemnation proceeds pursuant to NRCP 56. See Landowner’s Motion for Summary
11 Judgment filed on December 30, 2015, and incorporated by reference herein. In opposing the
12 Landowner’s Motion for Summary Judgment, Metro, also filed a countermotion for partial
13 summary asking this Court to find that Metro was entitled to the compensation for the TCE and
14 asked this Court to issue an order to allow Metro to withdraw a portion of the funds that NV Energy
15 deposited with the Court in order to obtain occupancy (“Countermotion”). In lockstep, and for a
16 “tag-team” approach, the County also submitted its opposition to the Landowner’s Motion for
17 Summary Judgment and asked this Court to find that the County is entitled to the compensation
18 for the PE and asked this Court to issue an order to allow the County to withdraw a portion of the
19 funds that NV Energy deposited with the Court in order to obtain immediate occupancy. This
20 Opposition is solely in response to the County’s Countermotion that it is somehow entitled to
21 withdraw any portion of the funds on deposit with this Court for the PE.¹

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27 ¹ The claims by Metro are addressed in a separate pleading in the Landowners’ opposition to Metro’s claims
28 for partial summary judgment and to withdraw the funds on deposit for the TCE.

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II.

LEGAL AUTHORITY

A. Legal Standard

Summary judgment is only appropriate when the pleadings and papers on file show that there is no genuine issue of fact, and that the moving party is entitled to judgment as a matter of law. Schofield v. Copeland Lumber Yards, Inc., 101 Nev. 83, 86, 692 P. 2d 519, 521 (1985) (citing to Nehls v. Leonard, 97 Nev. 325, 328, 630 P. 2d 258, 260 (1981)). Where an issue of material fact exists, summary judgment should not be granted. Casarotto v. Mortensen, 99 Nev. 392, 663 P. 2d 352 (1983). The court must construe the pleadings and evidence in the light most favorable to the nonmoving party. Pressler v. City of Reno, 118 Nev. 506, 510, 50 P.3d 1096, 1098 (2002) (citing Ortega v. Reyna, 114 Nev. 55, 58, 953 P. 2d 18, 20 (1998)). The district court should exercise great care in granting summary judgment. Short v. Hotel Riviera, Inc., 79 Nev. 94, 103, 378 P. 2d 979, 984 (1963).

B. In Order For The County To Withdraw The Funds on Deposit For The PE, It Must Be Entitled To That Portion Of Just Compensation, But The County Cannot And Has Not Met That Burden Of Proof

NV Energy deposited the funds to obtain physical occupancy in this case *more than 27 months ago*, and yet now Metro and the County are both applying at the same time to withdraw the totality of the funds on deposit, attempting to leave the Landowner without any just compensation. The County claims that because it purchased the Subject property a year and half after the initiation of this lawsuit, that it now is entitled to the PE. Metro claims that as a tenant it is entitled to the TCE. And yet, neither the County nor Metro bothered to make a move until now for the funds on deposit with the Court.

As will be shown below, however, the County, has not and cannot prove as a matter of law that it is legally entitled to any portion of the funds on deposit by virtue of purchasing the Subject Property a year and half after the initiation of this lawsuit. Therefore, the County cannot sustain any request for a partial summary judgment in its favor on that issue. See Argier v. Nevada Power

1 Company, 952 P.2d 1390, 114 Nev. 137 (1998).

2
3 **i. The Landowners Were The Owner of The Subject Property at The Time of**
4 **NV Energy's Taking And, Therefore, Are Entitled to The Just Compensation**
5 **at Issue in This Case**

6 In order to be able to withdraw any portion of the funds on deposit, the County has asked
7 this Court to find that the County is entitled to those funds as a matter of law. The County has
8 failed to meet this burden and its request for partial summary judgment and withdrawal of funds
9 must be denied. Schofield, 101 Nev. at 86.

10 The Nevada Supreme Court has explicitly declared that "It is well settled that when there
11 is a taking of property by eminent domain in compliance with law, **it is the owner of the property**
12 **at the time of the taking who is entitled to compensation.**" Argier, 114 Nev. at 139. The
13 obviously question that immediately follows then is what determines "the time of the taking"?
14 Argier answers this question in its holding when it says, "We hold that equity mandates vesting
15 occurs when the condemning agency enters into possession of the landowner's property". Id. at
16 141.

17 Here, NV Energy entered into possession of the Landowners' property when it obtained an
18 order for **immediate** occupancy by this Court on **October 7, 2013**. See Stipulation and Order for
19 Immediate Occupancy, filed on October 13, 2013, ("Order for Immediate Occupancy") attached
20 hereto as Exhibit "1". The Order for Immediate Occupancy explicitly states in paragraph 6:

21 **Pursuant to NRS 37.100, NV Energy is hereby granted**
22 **occupancy of the Easement Areas for the purposes described in**
23 **paragraph 4 above.**

24 Id. at pg. 3.

25 Strangely then, the County is asking this Court to ignore its prior Order for Immediate
26 Occupancy and conclude that NV Energy's possession did not actually occur until January 8, 2015
27 – when NV Energy allegedly first entered into the Subject Property for purposes of installing
28 improvements within the TCE.

///

1 First and foremost, it is not a conclusive fact by any means that NV Energy first set foot
2 on the Subject Property pursuant to its rights under the Order for Immediate Occupancy until
3 January 8, 2015. All that the County points to in order to set forth this alleged “fact” is a statement
4 from NV Energy’s appraiser that **as it relates to the TCE**, “It is reported that NV Energy was on
5 the property for this purpose from January 8, 2015 through May 11, 2015.” See Exhibit “C”, p.6
6 to Clark County’s Countertermotion.

7 NV Energy’s appraiser goes onto immediately state thereafter, “**Prior to**, and after these
8 dates, **any occupancy was within the permanent easement acquired . . .**” Id. (emphasis added).
9 So the County’s own reference blatantly contradicts its argument that physical occupation did not
10 occur until January 2015! A simple review of the supplement by NV Energy’s appraiser evidences
11 that he is focusing and discussing the length and occupancy under the TCE– and NOT the PE
12 (noting that because NV Energy actually only made use of the TCE for 89 days, he believes the
13 value of the TCE should be updated accordingly). Id.

14 But this discussion about when NV Energy actually had use of the TCE is a red-herring as
15 the Order for Immediate Occupancy allowed NV Energy, as of October 7, 2013, the right to
16 immediately physically occupy *both* the TCE and PE! Just because extensive construction may
17 not have occurred within the TCE until January 2015, **NV Energy had obtained physical**
18 **occupation for the entire Acquisition Area since this Honorable Court issued its order on**
19 **October 7, 2013. Thus, the “time of the taking” vested on October 7, 2013.** See Exhibit “1”.

20 But even under Clark County’s distorted interpretation of the facts, it is far from undisputed
21 that NV Energy only and first set foot into the Acquisition Area until January 5, 2015. As stated
22 above, NV Energy’s appraiser states that there was occupation of the Acquisition Area, specifically
23 the PE, prior to January 2015. See Exhibit “C” to Countertermotion. This only makes sense as
24 typically before any utility construction begins, it is necessary to complete initial site visits, mark
25 installation areas, check for conflicts with other existing utilities, conduct borings, soil samples,
26 etc. Moreover, discovery has not yet been completed on this issue of when NV Energy first
27 occupied the Subject Property. So even if this Court wanted to disregard its Order for Immediate
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1 Occupancy granting NV Energy physical occupation of the Acquisition Area in October 2013, the
2 parties would need to engage in depositions and complete written discovery to confirm the actual
3 first date NV Energy ever set foot onto the Subject Property.

4 But we should never have to engage in this particular fact-finding mission because the
5 entire point of NV Energy obtaining an order for immediate occupancy is that it obtained the legal
6 right to occupy the Landowners' Property from that exact point in time (i.e. the *punctum temporis*).
7 Therefore, the "taking" occurred when NV Energy obtained possession of the Acquisition Area
8 through this Court's October 7, 2013 Order. And under Argier, it is the owner of the property at
9 the time of the taking who is entitled to compensation." Argier, 114 Nev. at 139. The Nevada
10 Supreme Court explained the rationale for this general rule stating that "When the government
11 interferes with a person's possession of his/her property, the owner loses an interest in that
12 property." Id. at 140. NV Energy interfered with the Landowners' possession of its property as
13 soon as NV Energy obtained its order for *immediate occupancy*. Therefore, the Landowner, not
14 Clark County, is entitled to the entirety of the just compensation in this case.²

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19 ² Clark County tries to distract this Court from the applicable law by spending several pages discussing the
20 various appraisals that were obtained between the parties for purposes of the sale of Subject Property in
21 September 2014. The County, without being an authorized user and in direct violation of the Landowners'
22 appraiser's instruction, submits the use of his December 1, 2013, appraisal to try and persuade the Court
23 that the Landowner's valuation for subsequent sale of the Subject Property did not include any deduction
24 for NV Energy's acquisition. See pp 3-4 of Counter-motion.

25 Again, while these valuation issues are of no concern to determining whom is legally entitled to the just
26 compensation, it is worth noting that the Landowner's appraiser focused on the income approach and the
27 value of the improvements for purposes of developing his opinions of "fair market value" for the purposes
28 of negotiating the sale of the Subject Property to the County and the November 14, 2014, appraisal for
29 eminent domain purposes focused on the vacant land valuation and the damages thereto from the installation
30 of NV Energy's facilities. See Exhibit "A-4" and Exhibit "B" to Counter-motion. Therefore, the valuation
31 opinions ranged between \$214,660,000 - \$225,000,000 for the fair market value appraisal obtained for the
32 sale of the Subject Property to the County (applying \$575-\$602/SF valuations) and between \$17,524,500-
33 \$16,650,000 for the second appraisal prepared for this eminent domain action (applying a \$30-\$28.50/SF
34 valuation). Therefore, trying to compare the two appraisals is comparing "apples" to "oranges" and has no
35 bearing on who is entitled to compensation in this case. Id.

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CONCLUSION

The County's Countermotion is asking this Court to completely ignore the Court's prior Order for Immediate Occupancy and determine factually that NV Energy did not set foot onto the Subject Property until January 8, 2015, despite evidence otherwise. The County, after apparently lying in wait for more than two and half years after this lawsuit was initiated, *now*, finds it apparently necessary to collude with Metro to harness all the just compensation that the Landowner is legally entitled.

But both the County and Metro have not proven that as a matter of law that they are entitled to any of the just compensation at issue herein. Accordingly, the Landowners respectfully request that this Court DENY the County's Countermotion for Partial Summary Judgment and Application for Withdrawal of Funds Deposited for the Permanent Easement.

DATED this 1st day of February, 2016.

THE LAW OFFICES OF BRIAN C. PADGETT

/s/ Amy L. Sugden

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Project Alta III, LLC, Project Alta
Liquidating Trust U/A/D 12/31/09,
Wells Fargo Bank, N.A., as trustee*

EXHIBIT "1"

ORIGINAL

APN: 139-33-202-009

Electronically Filed
10/15/2013 09:36:00 AM

CLERK OF THE COURT

1 **ORDR**
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11 Attorneys for Plaintiff

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 **NEVADA POWER COMPANY, a Nevada**
15 **corporation, d/b/a NV ENERGY,**

16 Plaintiff,

17 vs.

18 **HQ METRO, LLC, an Arizona limited liability**
19 **company; LAS VEGAS METROPOLITAN**
20 **POLICE DEPARTMENT, a metropolitan**
21 **police department; PROJECT ALTA, LLC, a**
22 **Nevada limited liability company; PROJECT**
23 **ALTA II, LLC, a Nevada limited liability**
24 **company; PROJECT ALTA III, LLC; a**
25 **Nevada limited liability company; PROJECT**
26 **ALTA LIQUIDATING TRUST U/A/D**
27 **12/31/09, by and through MARK L. FINE &**
28 **ASSOCIATES, a Nevada corporation,**
individually and as Trustee; WELLS FARGO
BANK, NATIONAL ASSOCIATION, a
Delaware corporation; NEVADA TITLE
COMPANY, a Nevada corporation;
CENTRAL TELEPHONE COMPANY, a
Delaware corporation; COX
COMMUNICATIONS LAS VEGAS, INC., a
Delaware corporation; LAS VEGAS VALLEY
WATER DISTRICT, a quasi-municipal
corporation; CITY OF LAS VEGAS, a
municipal corporation; CLARK COUNTY, a
political subdivision of the State of Nevada; all
other persons unknown claiming any right,
title, estate, lien or interest in the real property
described in the Complaint; DOES I through
X; and ROE CORPORATIONS XI through
XX, inclusive,

Defendants.

Case No.: A-13-681632-C

Dept. No.: XXVIII

ORDER GRANTING IMMEDIATE
OCCUPANCY PENDING ENTRY OF
JUDGMENT

Date of Hearing: October 10, 2013

Time of Hearing: 9:00 A.M.

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1 ORDER GRANTING IMMEDIATE OCCUPANCY PENDING ENTRY OF JUDGMENT

2 Plaintiff NEVADA POWER COMPANY d/b/a NV ENERGY ("NV Energy"),
3 Defendants HQ METRO, LLC, PROJECT ALTA, LLC, PROJECT ALTA II, LLC, PROJECT
4 ALTA III, LLC, PROJECT ALTA LIQUIDATING TRUST U/A/D 12/31/09, MARK L. FINE
5 & ASSOCIATES and WELLS FARGO BANK, N.A., LAS VEGAS METROPOLITAN
6 POLICE DEPARTMENT, and CLARK COUNTY have entered into a Stipulation and Order for
7 Immediate Occupancy ("Stipulation"), which Stipulation was presented contemporaneously
8 with this Order for entry by the Court and has been entered by the Court.


9 All remaining Defendants having not filed any Opposition to NV Energy's Motion for
10 Immediate Occupancy ("Motion"), pursuant to EDCR 2.20(e), and not being parties to the
11 Stipulation, the Court hereby grants NV Energy's Motion as to all remaining Defendants
12 pursuant to the same terms as identified in Paragraphs 1-8 of the Stipulation.

13 DATED this 7 day of October, 2013.

14 
15
16 DISTRICT COURT JUDGE

17 Prepared and respectfully submitted by:

18 LEACH JOHNSON SONG & GRUCHOW

19
20 By: 
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1 CERTIFICATE OF SERVICE

2 I certify that I am an employee of the Law Offices of Brian C. Padgett, and that I served
3 the foregoing document(s): DEFENDANT LANDOWNERS' OPPOSITION TO CLARK
4 COUNTY'S COUNTERMOTION FOR PARTIAL SUMMARY JUDGMENT AND
5 APPLICATION FOR WITHDRAWAL OF FUNDS DEPOSITED FOR THE
6 PERMANENT EASEMENT on the parties set forth below by:

7
8 [x] Odyssey E-File and Serve System

9 TO: KIRBY C. GRUCHOW, JR., ESQ.
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Executed this 1st day of February, 2016.

/s/ Ruth Ramos-Ayala
Law Offices of Brian C. Padgett