

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

**Case No.: 72371**

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Elizabeth A. Brown  
Clerk of Supreme Court

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PARDEE HOMES OF NEVADA

Appellant,

v.

JAMES WOLFRAM and WALT WILKES, et al.

Respondents.

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Appeal Regarding Judgment and Post-Judgment Orders  
Eighth Judicial District Court  
District Court Case No.: A-10-632338-C

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**JOINT APPENDIX – VOLUME 46 OF 88**

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**Chronological Index to Joint Appendix**

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
12/29/2010	Complaint	1	JA000001- JA000006
01/14/2011	Amended Complaint	1	JA000007- JA000012
02/11/2011	Amended Summons	1	JA000013- JA000016
03/02/2011	Answer to Amended Complaint	1	JA000017- JA000023
10/25/2011	Transcript re Discovery Conference	1	JA000024- JA000027
11/08/2011	Scheduling Order	1	JA000028- JA000030
11/29/2011	Order Setting Civil Non-Jury Trial	1	JA000031- JA000032
12/15/2011	Stipulated Confidentiality Agreement and Protective Order	1	JA000033- JA000039
12/16/2011	Notice of Entry of Stipulated Confidentiality Agreement and Protective Order	1	JA000040- JA000048
08/27/2012	Transcript re Hearing	1	JA000049- JA000050
08/29/2012	Stipulation and Order to Extend Discovery Deadlines (First Request)	1	JA000051- JA000054
08/30/2012	Notice of Entry of Stipulation and Order to Extend Discovery Deadlines (First Request)	1	JA000055- JA000060
09/21/2012	Amended Order Setting Civil Non-Jury Trial	1	JA000061- JA000062

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
10/24/2012	Defendant's Motion for Summary Judgment	1	JA000063- JA000082
10/24/2012	Appendix of Exhibits in Support of Defendant's Motion for Summary Judgment	1	JA000083- JA000206
10/24/2012	Declaration of Aaron D. Shipley in Support of Defendant's Motion for Summary Judgment	1	JA000207- JA000211
10/25/2012	Appendix of Exhibits in Support of Defendant's Motion for Summary Judgment – <b>filed under seal</b>	2	JA000212- JA000321
11/07/2012	Opposition to Defendant's Motion for Summary Judgment and Plaintiffs' Counter Motion for Partial Summary Judgment	2	JA000322- JA000351
11/09/2012	Appendix of Exhibits to Plaintiffs' Memorandum of Points and Authorities in Opposition to Defendant's Motion for Summary Judgment and in Support of Plaintiffs' Counter Motion for Summary Judgment – <b>sections filed under seal</b>	3-6	JA000352- JA001332
11/13/2012	Appendix of Exhibits to Plaintiffs' Memorandum of Points and Authorities in Opposition to Defendant's Motion for Summary Judgment and in Support of Plaintiffs' Counter Motion for Summary Judgment	7-12	JA001333- JA002053
11/29/2012	Defendant's Opposition to Plaintiff's Counter Motion for Partial Summary Judgment Re: Real Parties in Interest	13	JA002054- JA002065
12/06/2012	Transcript re Status Check	13	JA002066- JA002080
01/07/2013	Reply Brief in Support of Defendant's Motion for Summary Judgment	13	JA002081- JA002101

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
01/17/2013	Plaintiffs' Reply in Further Support of Their Counter Motion for Partial Summary Judgment	13	JA002102- JA002144
03/01/2013	Defendant's Motion in Limine to Exclude Plaintiffs' Claim for Attorneys' Fees as an Element of Damages (MIL #1)	13	JA002145- JA002175
03/01/2013	Defendant's Motion in Limine to Exclude Plaintiffs' Claim for Damages in the Form of Compensation for Time (MIL #2)	13	JA002176- JA002210
03/05/2013	Transcript of Proceedings - March 5, 2013	14	JA002211- JA002350
03/14/2013	Order re Order Granting Plaintiffs Countermotion for Summary Judgment	14	JA002351- JA002353
03/15/2013	Notice of Entry of Order re Order Granting Plaintiffs Countermotion for Summary Judgment	14	JA002354- JA002358
03/20/2013	Plaintiffs Opposition to Defendant's Motion in Limine to Exclude Plaintiffs Claim for Attorney's Fees as an Element of Damages MIL 1	15	JA002359- JA002408
03/20/2013	Plaintiffs Opposition to Defendants Motion in Limine to Plaintiffs Claim for Damages in the form of compensation for time MIL 2	15	JA002409- JA002433
03/21/2013	Motion to File Second Amended Complaint	15	JA002434- JA002461
04/02/2013	Order re Order Denying Defendants Motion for Summary Judgment	16	JA002462- JA002464
04/03/2013	Notice of Entry of Order re Order Denying Defendants Motion for Summary Judgment	16	JA002465- JA002470

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
04/08/2013	Defendant's Opposition to Plaintiffs' Motion for Leave to File a Second Amended Complaint	16	JA002471- JA002500
04/17/2013	Second Amended Order Setting Civil Non-Jury Trial	16	JA002501- JA002502
04/23/2013	Plaintiffs Reply in Further Support of Motion for Leave to File Second Amended Complaint	16	JA002503- JA002526
04/26/2013	Transcript re Hearing	16	JA002527- JA002626
05/10/2013	Plaintiffs Supplement to Motion for Leave to File a Second Amended Complaint Pursuant to the Courts order on Hearing on April 26, 2013	16	JA002627- JA002651
05/10/2013	Defendant's Supplemental Brief in Support of Its Opposition to Plaintiffs' Motion for Leave to File a Second Amended Complaint	16	JA002652- JA002658
05/30/2013	Order Granting Plaintiffs Motion for Leave to File a Second Amended Complaint	16	JA002659- JA002661
06/05/2013	Order Granting Plaintiffs Motion for Leave to File a Second Amended Complaint	16	JA002662- JA002664
06/05/2013	Notice of Entry of Order Granting Plaintiffs Motion for Leave to File a Second Amended Complaint	16	JA002665- JA002669
06/06/2013	Second Amended Complaint	16	JA002670- JA002677
07/03/2013	Answer to Second Amended Complaint and Counterclaim	16	JA002678- JA002687
07/09/2013	Transcript re Hearing	17	JA002688- JA002723

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
07/15/2013	Plaintiffs Reply to Defendants Counterclaim	17	JA002724- JA002731
07/18/2013	Plaintiffs' Motion in Limine To Permit James J. Jimmerson, Esq. To Testify Concerning Plaintiffs' Attorney's Fees and Costs (MIL #25)	17	JA002732- JA002771
07/22/2013	Defendant's Motion for Partial Summary Judgment	17	JA002772- JA002786
07/22/2013	Plaintiffs Supplemental Opposition to Defendants Motion in Limine to Plaintiffs Claim for Damages in the Form of Compensation for Time MIL 2	17	JA002787- JA002808
07/23/2013	Transcript re Status Check	17	JA002809- JA002814
08/05/2013	Defendant Pardee Homes of Nevada's Response to Plaintiffs' Motions in Limine #1-5; And #20-25	17	JA002815- JA002829
08/06/2013	Plaintiffs Opposition to Defendants Motion for Partial Summary Judgment	17	JA002830- JA002857
09/16/2013	Reply in Support of Defendant's Motion for Partial Summary Judgment	17	JA002858- JA002864
09/16/2013	Reply in Support of Defendant's Motion in Limine to Exclude Plaintiff's Claim for Attorney's Fees As An Element of Damages	17	JA002865- JA002869
09/16/2013	Reply in Support of Defendant's Motion in Limine to Exclude Plaintiffs' Claim For Damages in the Form of Compensation for Time	17	JA002870- JA002874
09/23/2013	Transcript re Hearing	18	JA002875- JA002987

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
09/27/2013	Plaintiffs Supplement to Their Opposition to Defendants Motion for Partial Summary Judgment	19-21	JA002988- JA003203
09/27/2013	Supplemental Brief in Support of Defendant's Motion for Partial Summary Judgment	21	JA003204- JA003209
10/23/2013	Order Denying Motion for Partial Summary Judgment	21	JA003210- JA003212
10/23/2013	Transcript re Trial	22	JA003213- JA003403
10/23/2013	Trial Exhibit A	23	JA003404- JA003544
10/23/2013	Trial Exhibit B – <b>filed under seal</b>	23	JA003545- JA003625
10/23/2013	Trial Exhibit C	23	JA003626- JA003628
10/23/2013	Trial Exhibit D	23	JA003629- JA003631
10/23/2013	Trial Exhibit E – <b>filed under seal</b>	23	JA003632- JA003634
10/23/2013	Trial Exhibit F	23	JA003635- JA003637
10/23/2013	Trial Exhibit G	23	JA003638
10/23/2013	Trial Exhibit H	23	JA003639- JA003640
10/23/2013	Trial Exhibit I	23	JA003641- JA003643

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
10/23/2013	Trial Exhibit J – <b>filed under seal</b>	24	JA003644- JA003669
10/23/2013	Trial Exhibit K	24	JA003670- JA003674
10/23/2013	Trial Exhibit L	24	JA003675- JA003678
10/23/2013	Trial Exhibit M	24	JA003679- JA003680
10/23/2013	Trial Exhibit N	24	JA003681- JA003683
10/23/2013	Trial Exhibit O – <b>filed under seal</b>	25-26	JA003684- JA004083
10/23/2013	Trial Exhibit P	27	JA004084
10/23/2013	Trial Exhibit Q	27	JA004085
10/23/2013	Trial Exhibit R	27	JA004086- JA004089
10/23/2013	Trial Exhibit S	27	JA004090
10/23/2013	Trial Exhibit T	27	JA004091- JA004092
10/23/2013	Trial Exhibit U	27	JA004093
10/23/2013	Trial Exhibit V	27	JA004094
10/23/2013	Trial Exhibit W	27	JA004095- JA004096



<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
10/23/2013	Trial Exhibit X	27	JA004097
10/23/2013	Trial Exhibit Y	27	JA004098
10/23/2013	Trial Exhibit Z	27	JA004099- JA004100
10/23/2013	Trial Exhibit AA	27	JA004101- JA004102
10/23/2013	Trial Exhibit BB	27	JA004103
10/23/2013	Trial Exhibit CC	27	JA004104
10/23/2013	Trial Exhibit DD	27	JA004105
10/23/2013	Trial Exhibit EE	27	JA004106- JA004113
10/23/2013	Trial Exhibit FF	27	JA004114- JA004118
10/23/2013	Trial Exhibit GG	27	JA004119- JA004122
10/23/2013	Trial Exhibit HH	27	JA004123
10/23/2013	Trial Exhibit II	27	JA004124
10/23/2013	Trial Exhibit JJ	27	JA004125
10/23/2013	Trial Exhibit KK	27	JA004126- JA004167

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
10/23/2013	Trial Exhibit LL	27	JA004168
10/23/2013	Trial Exhibit MM	27	JA004169
10/23/2013	Trial Exhibit NN	27	JA004170- JA004174
10/23/2013	Trial Exhibit OO	27	JA004175- JA004183
10/23/2013	Trial Exhibit PP	27	JA004184- JA004240
10/23/2013	Trial Exhibit QQ	27	JA004241- JA004243
10/23/2013	Trial Exhibit RR	27	JA004244- JA004248
10/23/2013	Trial Exhibit SS	27	JA004249- JA004255
10/23/2013	Trial Exhibit TT	27	JA004256- JA004262
10/23/2013	Trial Exhibit UU	27	JA004263- JA004288
10/23/2013	Trial Exhibit 1	27	JA004289- JA004292
10/23/2013	Trial Exhibit 6 – <b>filed under seal</b>	27	JA004293- JA004307
10/23/2013	Trial Exhibit 7 – <b>filed under seal</b>	27	JA004308- JA004310
10/23/2013	Trial Exhibit 8 – <b>filed under seal</b>	27	JA004311- JA004312

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
10/23/2013	Trial Exhibit 9 – <b>filed under seal</b>	27	JA004313- JA004319
10/23/2013	Trial Exhibit 10 – <b>filed under seal</b>	27	JA004320- JA004329
10/23/2013	Trial Exhibit 11 – <b>filed under seal</b>	28	JA004330- JA004340
10/23/2013	Trial Exhibit 12 – <b>filed under seal</b>	28	JA004341- JA004360
10/23/2013	Trial Exhibit 13 – <b>filed under seal</b>	28	JA004361- JA004453
10/23/2013	Trial Exhibit 21	28	JA004454
10/23/2013	Trial Exhibit 25	28	JA004455- JA004462
10/24/2013	Transcript re Trial	29-30	JA004463- JA004790
10/24/2013	Trial Exhibit VV	31	JA004791
10/24/2013	Trial Exhibit 26	31	JA004792- JA004804
10/24/2013	Trial Exhibit 30	31	JA004805- JA004811
10/25/2013	Notice of Entry of Order Denying Motion for Partial Summary Judgment	31	JA004812- JA004817
10/25/2013	Plaintiffs Trial Brief Pursuant to EDCR 7.27	31	JA004818- JA004847
10/28/2013	Transcript re Trial – <b>filed under seal</b>	32-33	JA004848- JA005227

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
10/28/2013	Trial Exhibit 15	34	JA005228- JA005232
10/28/2013	Trial Exhibit 18	34	JA005233- JA005235
10/28/2013	Trial Exhibit 19	34	JA005236- JA005237
10/28/2013	Trial Exhibit 20	34	JA005238- JA005254
10/28/2013	Trial Exhibit 23	34	JA005255- JA005260
10/28/2013	Trial Exhibit 24	34	JA005261- JA005263
10/29/2013	Transcript re Trial – <b>filed under seal</b>	35	JA005264- JA005493
10/29/2013	Trial Exhibit 28	36	JA005494- JA005497
10/29/2013	Trial Exhibit 29	36	JA005498- JA005511
10/30/2013	Transcript re Trial	37-38	JA005512- JA005815
10/30/2013	Trial Exhibit 23a	39	JA005816- JA005817
10/30/2013	Trial Exhibit 27	39	JA005818- JA005820
12/09/2013	Transcript re Trial – <b>filed under seal</b>	40-41	JA005821- JA006192
12/10/2013	Transcript re Trial	42-43	JA006193- JA006530

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
12/10/2013	Trial Exhibit WW	43	JA006531- JA006532
12/12/2013	Transcript re Trial – <b>filed under seal</b>	44-45	JA006533- JA006878
12/12/2013	Trial Exhibit XX	46	JA006879- JA006935
12/12/2013	Trial Exhibit 39	46	JA006936- JA006948
12/12/2013	Trial Exhibit 40	46	JA006949- JA006950
12/12/2013	Trial Exhibit 41	46	JA006951- JA006952
12/13/2013	Transcript re Trial - Part 1	46	JA006953- JA007107
12/13/2013	Transcript re Trial - Part 2	47-48	JA007108- JA007384
12/13/2013	Trial Exhibit 31a	48	JA007385- JA007410
06/24/2014	Pardee's Motion to Expunge Lis Pendens – <b>section filed under seal</b>	48	JA007411- JA007456
06/25/2014	Findings of Fact, Conclusions of Law and Order	48	JA007457- JA007474
06/27/2014	Notice of Entry of Findings of Fact, Conclusions of Law and Order	48	JA007475- JA007494
07/14/2014	Opposition to Pardee's Motion to Expunge Lis Pendens	48	JA007495- JA007559
07/15/2014	Reply in Support of Pardee's Motion to Expunge Lis Pendens	48	JA007560- JA007570

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
07/24/2014	Order Granting Motion to Expunge Lis Pendens	48	JA007571- JA007573
07/25/2014	Notice of Entry of Order Granting Motion to Expunge Lis Pendens	48	JA007574- JA007578
07/17/2014	Transcript re Hearing	49	JA007579- JA007629
07/31/2014	Transcript re Hearing	49	JA007630- JA007646
08/25/2014	Plaintiff's Accounting Brief Pursuant to the court's Order Entered on June 25, 2014	49	JA007647- JA007698
08/25/2014	Pardee Homes of Nevada's Supplemental Brief Regarding Future Accounting	49	JA007699- JA007707
05/13/2015	Findings of Fact and Conclusions of Law and Supplemental Briefing re Future Accounting	49	JA007708- JA007711
05/13/2015	Notice of Entry of Order on Findings of Fact and Conclusions of Law and Supplemental Briefing re Future Accounting	49	JA007712- JA007717
05/28/2015	Pardee's Motion for Attorney's Fees and Costs	49	JA007718- JA007734
05/28/2015	Appendix of Exhibits to Pardee's Motion for Attorney's Fees and Costs	50-51	JA007735- JA008150
06/15/2015	Judgment	52	JA008151- JA008153
06/15/2015	Notice of Entry of Judgment	52	JA008154- JA008158
06/19/2015	Plaintiffs, James Wolfram and Walt Wilkes' Memorandum of Costs and Disbursements	52	JA008159- JA008191

Date	Document Description	Volume	Labeled
06/24/2015	Pardee's Motion to Retax Plaintiffs' Memorandum of Costs Filed June 19, 2015	52	JA008192-JA008215
06/29/2015	Plaintiffs' Motion for Attorney's Fees and Costs	52-53	JA008216-JA008327
06/29/2015	Motion to Strike "Judgment", Entered June 15, 2015 Pursuant To NRC.P. 52 (B) And N.R.C.P. 59, As Unnecessary and Duplicative Orders Of Final Orders Entered on June 25, 2014 and May 13, 2015, and as Such, is a Fugitive Document	53	JA008328-JA008394
06/29/2015	Plaintiffs' Motion Pursuant to NRC.P 52(b) and 59 to Amend The Court's Judgment Entered on June 15, 2015, to Amend the Findings of Fact/conclusions of Law and Judgment Contained Therein, Specifically Referred to in the Language Included in the Judgment at Page 2, Lines 8 Through 13 and the Judgment At Page 2, Lines 18 Through 23 to Delete the Same or Amend The Same to Reflect the True Fact That Plaintiff Prevailed On Their Entitlement to the First Claim for Relief For an Accounting, and Damages for Their Second Claim for Relief of Breach of Contract, and Their Third Claim for Relief for Breach of the Implied Covenant for Good Faith and Fair Dealing and That Defendant Never Received a Judgment in its Form and Against Plaintiffs Whatsoever as Mistakenly Stated Within the Court's Latest "Judgment – <b>sections filed under seal</b>	54-56	JA008395-JA008922
06/30/2015	Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	57-58	JA008923-JA009109

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
06/30/2015	Supplement to Plaintiffs' Pending Motion for Attorney's Fees and Costs, Motion to Strike Judgment, Motion Pursuant to NRCP 52(b) and NRCP 59 to Amend the Court's Judgment, and Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	59	JA009110- JA009206
07/02/2015	Pardee Homes of Nevada's Motion to Amend Judgment	59	JA009207- JA009283
07/08/2015	Plaintiffs' Opposition to Pardee's Motion to Retax Costs	60-61	JA009284- JA009644
07/08/2015	Errata to Motion to Strike "Judgment", Entered June 15, 2015 Pursuant to NRCP 52(b) and NRCP 59, as Unnecessary and Duplicative Orders of Final Orders Entered on June 25, 2014 and May 13, 2015, and as such, is a Fugitive Document	62	JA009645- JA009652



<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
07/08/2015	Errata to Plaintiffs' Motion Pursuant to NRCp 52(b) and 59 to Amend the Court's Judgment Entered on June 15, 2015, to Amend the Findings of Fact/Conclusions of Law and Judgment Contained Therein, Specifically Referred to in the Language Included in the Judgment at Page, 2, Lines 8 through 13 and the Judgment at Page 2, Lines 18 through 23 to Delete the Same or Amend the Same to Reflect the True Fact that Plaintiff Prevailed on their Entitlement to the First Claim for Relief for an Accounting, and Damages for their Second Claim for Relief of Breach of Contract, and Their Third Claim for Relief for Breach of the Implied Covenant for Good Faith and Fair Dealing and that Defendant Never Received a Judgment in its form and Against Plaintiffs Whatsoever as Mistakenly Stated Within the Court's Latest "Judgment"	62	JA009653- JA009662
07/08/2015	Pardee's Emergency Motion to Stay Execution of Judgment: and Ex Parte Order Shortening Time	62	JA009663- JA009710
07/08/2015	Pardee's Supplemental Briefing in Support of its Emergency Motion to Stay Execution of Judgment	62	JA009711- JA009733
07/10/2015	Transcript re Hearing	62	JA009734- JA009752
07/10/2015	Order on Pardee's Emergency Motion to Stay Execution of Judgment; and Ex Parte Order Shortening Time	62	JA009753- JA009754

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
07/10/2015	Notice of Entry of Order on Pardee's Emergency Motion to Stay Execution of Judgment; and Ex Parte Order Shortening Time	62	JA009755- JA009758
07/15/2015	Pardee Homes of Nevada's Opposition to Plaintiff's Motion for Attorney's Fees and Costs	62	JA009759- JA009771
07/15/2015	Appendix of Exhibits to Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Attorney's Fees and Costs	63	JA009772- JA009918
07/15/2015	Pardee Homes of Nevada's Consolidated Opposition To: (1) Plaintiff's Motion to Strike Judgment Entered on June 15, 2015 Pursuant to NRCP 52(b) and NRCP 59; and (2) Plaintiffs' Motion Pursuant to NRCP 52(b) and 59 to Amend the Court's Judgment Entered on June 15, 2015	63	JA009919- JA009943
07/15/2015	Appendix of Exhibits to Pardee Homes of Nevada's Consolidated Opposition to: (1) Plaintiff's Motion to Strike Judgment Entered on June 15, 2015 Pursuant to NRCP 52(b) and NRCP 59; and Plaintiffs' Motion Pursuant to NRCP 52(b) and 59 to Amend the Court's Judgment Entered on June 15, 2015	64	JA009944- JA010185
07/16/2015	Errata to Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Attorney's Fees and Costs	65	JA010186- JA010202
07/17/2015	Plaintiffs' Opposition to Pardee Homes of Nevada's Motion to Amend Judgment and Countermotion for Attorney's Fees	65-67	JA010203- JA010481

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
07/24/2015	Plaintiffs' Motion for Reconsideration, Ex Parte (With Notice) of Application for Order Shortening Time Regarding Stay of Execution and Order Shortening Time Regarding Stay of Execution	67	JA010482- JA010522
07/24/2015	Declaration of John W. Muije, Esq. In Support of Motion for Reconsideration	67	JA010523- JA010581
08/10/2015	Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Reconsideration of the Order on Pardee's Emergency Motion to Stay Execution of Judgment	67	JA010582- JA010669
08/17/2015	Reply Points and Authorities in Support of Motion for Reconsideration	67	JA010670- JA010678
08/24/2015	Minute Order Denying Plaintiff's Motion for Reconsideration, Ex Parte (With Notice) of Application for Order Shortening Time Regarding Stay of Execution and Order Shortening Time Regarding Stay of Execution	67	JA010679
09/11/2015	Plaintiffs' Reply to Defendant's Opposition to Plaintiff's Motion for Attorney's Fees and Costs	68	JA010680- JA010722
09/11/2015	Plaintiffs' Reply to Defendant's Opposition to Plaintiff's Motion to Strike "Judgment" Entered June 15, 2015 Pursuant to NRCP 52(b) and NRCP 59	68	JA010723- JA010767
09/11/2015	Plaintiffs' Reply to Defendant's Opposition to Plaintiff's Motion Pursuant to NRCP 52(b) and NRCP 59 to Amend the Court's Judgment Entered on June 15, 2015	68	JA010768- JA010811

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
09/12/2015	Pardee Homes of Nevada's Consolidated Reply in Support of (1) Motion to Retax Plaintiffs' Memorandum of Costs Filed June 19, 2015; and (2) Motion for Attorney's Fees and Costs	68	JA010812-JA010865
12/08/2015	Plaintiffs' Supplement to Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	68	JA010866-JA010895
12/08/2015	Notice of Defendant Pardee Homes of Nevada's Non-Reply and Non-Opposition to "Plaintiff's Opposition to Pardee Homes of Nevada's Motion to Amend Judgment and Countermotion for Attorney's Fees"	69	JA010896-JA010945
12/30/2015	Pardee Homes of Nevada's Consolidated Response to: (1) Plaintiffs' Notice of Non-Reply and Non-Opposition to Plaintiffs' Opposition to Pardee's Motion to Amend Judgment and Countermotion for Attorney's Fees; and (2) Plaintiffs' Supplement to Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	69	JA010946-JA010953
01/11/2016	Plaintiffs' Reply to Defendants Consolidated Response to (1) Plaintiffs' Notice of Non-Reply and Non-Opposition to Plaintiff's Opposition to Pardee's Motion to Amend Judgment and Countermotion for Attorney's Fees And (2) Plaintiffs' Supplement to Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	69	JA010954-JA010961
01/15/2016	Transcript re Hearing	70	JA010962-JA011167

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
03/14/2016	Plaintiffs' Motion to Settle Two (2) Competing Judgments and Orders	70	JA011168- JA011210
03/16/2016	Release of Judgment	71	JA011211- JA011213
03/23/2016	Pardee Homes of Nevada's Response to Plaintiffs' Motion to Settle Two (2) Sets of Competing Judgments and Orders	71	JA011214- JA011270
04/20/2016	Plaintiffs' Reply to Defendant's Response and Supplement to Plaintiffs' Motion to Settle Two (2) Sets of Competing Judgments and Orders	71	JA011271- JA011384
04/26/2016	Order from January 15, 2016 Hearings	71	JA011385- JA011388
05/16/2016	Judgment	71	JA011389- JA011391
05/17/2016	Notice of Entry of Judgment	71	JA011392- JA011396
05/23/2016	Plaintiffs' Memorandum of Costs and Disbursements	71	JA011397- JA011441
05/31/2016	Pardee's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	71	JA011442- JA011454
06/01/2016	Pardee Homes of Nevada's Motion to Amend Judgment	72	JA011455- JA011589
06/06/2016	Pardee's Motion for Attorney's Fees and Costs	72	JA011590- JA011614
06/06/2016	Appendix of Exhibits to Pardee Homes Motion for Attorney Fees and Costs - Volume 1	73-74	JA011615- JA011866

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
06/06/2016	Appendix of Exhibits to Pardee Homes Motion for Attorney Fees and Costs - Volume 2	75-76	JA011867- JA012114
06/08/2016	Plaintiffs' Motion for Attorney's Fees and Costs	77	JA012115- JA012182
06/20/2016	Plaintiffs' Opposition to Pardee's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	77-79	JA012183- JA012624
06/21/2016	Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	80	JA012625- JA012812
06/21/2016	Plaintiffs' Opposition to Defendant, Pardee Homes of Nevada's, Motion to Amend Judgment and Plaintiffs' Countermotion for Attorneys' Fees and Costs Pursuant to NRS 18.010 and EDCR 7.60	81	JA012813- JA013024
06/27/2016	Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Attorney's Fees and Costs	82	JA013025- JA013170
06/30/2016	Pardee Homes of Nevada's Reply in Support of Motion for Attorney's Fees and Costs	82	JA013171- JA013182
06/30/2016	Pardee Homes of Nevada's Reply in Support of Motion to Amend Judgment; and Opposition to Plaintiffs' Countermotion for Attorney's Fees	82	JA013183- JA013196
07/01/2016	Pardee Homes of Nevada's Reply in Support of Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	82	JA013197- JA013204
08/02/2016	Plaintiffs' Reply in Support of Motion for Attorney's Fees and Costs	83-84	JA013205- JA013357

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
08/02/2016	Plaintiffs' Reply in Support of Countermotion for Attorney's Fees and Costs	84-85	JA013358-JA013444
08/15/2016	Transcript re Hearing - August 15, 2016	86	JA013445-JA013565
09/12/2016	Plaintiffs' Brief on Interest Pursuant to the Court's Order Entered on August 15, 2016	86	JA013566-JA013590
10/17/2016	Pardee's Supplemental Brief Regarding Pre- and Post-Judgment Interest Pursuant to the Court's Order	86	JA013591-JA013602
11/04/2016	Plaintiffs' Reply Brief in Support of Brief on Interest Pursuant to the Court's Order Entered on August 15, 2016	86	JA013603-JA013612
01/09/2017	Order and Judgment from August 15, 2016 Hearings Regarding Defendants Motion to Amend Judgment	86	JA013613-JA013615
01/09/2017	Order and Judgment from August 15, 2016 Hearings Regarding Plaintiff's Motion for Attorney's Fees and Costs	86	JA013616-JA013618
01/09/2017	Order and Judgment from August 15, 2016 Hearings Regarding Defendant's Motion for Attorney's Fees and Costs	86	JA013619-JA013621
01/10/2017	Notice of Entry of Order and Judgment from August 15, 2016 Hearings Regarding Plaintiff's Motion for Attorney's Fees and Costs	86	JA013622-JA013628
01/10/2017	Notice of Entry of Order and Judgment from August 15, 2016 Hearings Regarding Defendant's Motion for Attorney's Fees and Costs	86	JA013629-JA013635

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
01/10/2017	Notice of Entry of Order and Judgment from August 15, 2016 Hearings Regarding Defendant's Motion to Amend Judgment	86	JA013636- JA016342
01/12/2017	Order on Plaintiffs' Countermotion for Attorney's Fees and Costs Pursuant to NRS 18.010 and EDCR 7.60	86	JA013643- JA013644
01/12/2017	Notice of Entry of Order on Plaintiffs' Countermotion for Attorney's Fees and Costs Pursuant to NRS 18.010 and EDCR 7.60	86	JA013645- JA013648
01/12/2017	Order on Defendant's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	86	JA013649- JA013651
01/13/2017	Notice of Entry of Order on Defendant's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	86	JA013652- JA013656
02/08/2017	Pardee Notice of Appeal	86	JA013657- JA013659
04/07/2017	Pardee's Motion to Stay Execution of Judgment and Post-Judgment Orders	86	JA013660- JA013668
04/07/2017	Appendix of Exhibits in Support of Pardee's Motion to Stay Execution of Judgment and Post-Judgment Orders, [Volume I]	87	JA013669- JA013914
04/07/2017	Appendix of Exhibits in Support of Pardee's Motion to Stay Execution of Judgment and Post-Judgment Orders, [Volume II]	88	JA013915- JA014065
04/27/2017	Plaintiffs' Response to Pardee's Motion to Stay Execution of Judgment and Post-Judgment Orders	88	JA014066- JA014068



<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
05/10/2017	Pardee's Reply in Support of Motion to Stay Execution of Judgment and Post-Judgment Orders	88	JA014069- JA014071
05/12/2017	Plaintiffs' Opposition to Pardee's Motion Stay Execution of Judgment and Post-Judgment Orders	88	JA014072- JA014105
07/12/2007	Supplemental Order Regarding Plaintiffs' Entitlement to, and Calculation of, Prejudgment Interest	88	JA014106- JA014110
07/14/2017	Notice of Entry of Supplemental Order Regarding Plaintiffs' Entitlement to, and Calculation of, Prejudgment Interest	88	JA014111- JA014117
10/12/2017	Amended Judgment	88	JA014118- JA014129
10/13/2017	Notice of Entry of Amended Judgment	88	JA014130- JA014143
10/12/2017	Order Re: Defendant Pardee Homes of Nevada's Motion to Stay Execution of Judgment and Post-Judgment Orders	88	JA014144- JA014146
10/13/2017	Notice of Entry of Order Re: Defendant Pardee Homes of Nevada's Motion to Stay Execution of Judgment and Post-Judgment Orders	88	JA014147- JA014151
11/02/2017	Pardee Amended Notice of Appeal	88	JA014152- JA014154

**Alphabetical Index to Joint Appendix**

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
01/14/2011	Amended Complaint	1	JA000007- JA000012
10/12/2017	Amended Judgment	88	JA014118- JA014129
09/21/2012	Amended Order Setting Civil Non-Jury Trial	1	JA000061- JA000062
02/11/2011	Amended Summons	1	JA000013- JA000016
03/02/2011	Answer to Amended Complaint	1	JA000017- JA000023
07/03/2013	Answer to Second Amended Complaint and Counterclaim	16	JA002678- JA002687
10/24/2012	Appendix of Exhibits in Support of Defendant's Motion for Summary Judgment	1	JA000083- JA000206
10/25/2012	Appendix of Exhibits in Support of Defendant's Motion for Summary Judgment – <b>filed under seal</b>	2	JA000212- JA000321
04/07/2017	Appendix of Exhibits in Support of Pardee's Motion to Stay Execution of Judgment and Post-Judgment Orders, [Volume I]	87	JA013669- JA013914
04/07/2017	Appendix of Exhibits in Support of Pardee's Motion to Stay Execution of Judgment and Post-Judgment Orders, [Volume II]	88	JA013915- JA014065
06/06/2016	Appendix of Exhibits to Pardee Homes Motion for Attorney Fees and Costs - Volume 1	73-74	JA011615- JA011866

Date	Document Description	Volume	Labeled
06/06/2016	Appendix of Exhibits to Pardee Homes Motion for Attorney Fees and Costs - Volume 2	75-76	JA011867-JA012114
07/15/2015	Appendix of Exhibits to Pardee Homes of Nevada's Consolidated Opposition to: (1) Plaintiff's Motion to Strike Judgment Entered on June 15, 2015 Pursuant to NRCP 52(b) and NRCP 59; and Plaintiffs' Motion Pursuant to NRCP 52(b) and 59 to Amend the Court's Judgment Entered on June 15, 2015	64	JA009944-JA010185
07/15/2015	Appendix of Exhibits to Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Attorney's Fees and Costs	63	JA009772-JA009918
05/28/2015	Appendix of Exhibits to Pardee's Motion for Attorney's Fees and Costs	50-51	JA007735-JA008150
11/09/2012	Appendix of Exhibits to Plaintiffs' Memorandum of Points and Authorities in Opposition to Defendant's Motion for Summary Judgment and in Support of Plaintiffs' Counter Motion for Summary Judgment – <b>sections filed under seal</b>	3-6	JA000352-JA001332
11/13/2012	Appendix of Exhibits to Plaintiffs' Memorandum of Points and Authorities in Opposition to Defendant's Motion for Summary Judgment and in Support of Plaintiffs' Counter Motion for Summary Judgment	7-12	JA001333-JA002053
12/29/2010	Complaint	1	JA000001-JA000006
10/24/2012	Declaration of Aaron D. Shipley in Support of Defendant's Motion for Summary Judgment	1	JA000207-JA000211

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
07/24/2015	Declaration of John W. Muije, Esq. In Support of Motion for Reconsideration	67	JA010523- JA010581
08/05/2013	Defendant Pardee Homes of Nevada's Response to Plaintiffs' Motions in Limine #1-5; And #20-25	17	JA002815- JA002829
07/22/2013	Defendant's Motion for Partial Summary Judgment	17	JA002772- JA002786
10/24/2012	Defendant's Motion for Summary Judgment	1	JA000063- JA000082
03/01/2013	Defendant's Motion in Limine to Exclude Plaintiffs' Claim for Attorneys' Fees as an Element of Damages (MIL #1)	13	JA002145- JA002175
03/01/2013	Defendant's Motion in Limine to Exclude Plaintiffs' Claim for Damages in the Form of Compensation for Time (MIL #2)	13	JA002176- JA002210
11/29/2012	Defendant's Opposition to Plaintiff's Counter Motion for Partial Summary Judgment Re: Real Parties in Interest	13	JA002054- JA002065
04/08/2013	Defendant's Opposition to Plaintiffs' Motion for Leave to File a Second Amended Complaint	16	JA002471- JA002500
05/10/2013	Defendant's Supplemental Brief in Support of Its Opposition to Plaintiffs' Motion for Leave to File a Second Amended Complaint	16	JA002652- JA002658
07/08/2015	Errata to Motion to Strike "Judgment", Entered June 15, 2015 Pursuant to NRCP 52(b) and NRCP 59, as Unnecessary and Duplicative Orders of Final Orders Entered on June 25, 2014 and May 13, 2015, and as such, is a Fugitive Document	62	JA009645- JA009652

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
07/16/2015	Errata to Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Attorney's Fees and Costs	65	JA010186- JA010202
07/08/2015	Errata to Plaintiffs' Motion Pursuant to NRCPP 52(b) and 59 to Amend the Court's Judgment Entered on June 15, 2015, to Amend the Findings of Fact/Conclusions of Law and Judgment Contained Therein, Specifically Referred to in the Language Included in the Judgment at Page, 2, Lines 8 through 13 and the Judgment at Page 2, Lines 18 through 23 to Delete the Same or Amend the Same to Reflect the True Fact that Plaintiff Prevailed on their Entitlement to the First Claim for Relief for an Accounting, and Damages for their Second Claim for Relief of Breach of Contract, and Their Third Claim for Relief for Breach of the Implied Covenant for Good Faith and Fair Dealing and that Defendant Never Received a Judgment in its form and Against Plaintiffs Whatsoever as Mistakenly Stated Within the Court's Latest "Judgment"	62	JA009653- JA009662
05/13/2015	Findings of Fact and Conclusions of Law and Supplemental Briefing re Future Accounting	49	JA007708- JA007711
06/25/2014	Findings of Fact, Conclusions of Law and Order	48	JA007457- JA007474
06/15/2015	Judgment	52	JA008151- JA008153
05/16/2016	Judgment	71	JA011389- JA011391

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
08/24/2015	Minute Order Denying Plaintiff's Motion for Reconsideration, Ex Parte (With Notice) of Application for Order Shortening Time Regarding Stay of Execution and Order Shortening Time Regarding Stay of Execution	67	JA010679
03/21/2013	Motion to File Second Amended Complaint	15	JA002434- JA002461
06/29/2015	Motion to Strike "Judgment", Entered June 15, 2015 Pursuant to N.R.C.P. 52 (B) And N.R.C.P. 59, As Unnecessary and Duplicative Orders of Final Orders Entered on June 25, 2014 And May 13, 2015, And as Such, Is A Fugitive Document	53	JA008328- JA008394
12/08/2015	Notice of Defendant Pardee Homes of Nevada's Non-Reply and Non-Opposition to "Plaintiff's Opposition to Pardee Homes of Nevada's Motion to Amend Judgment and Countermotion for Attorney's Fees"	69	JA010896- JA010945
10/13/2017	Notice of Entry of Amended Judgment	88	JA014130- JA014143
06/27/2014	Notice of Entry of Findings of Fact, Conclusions of Law and Order	48	JA007475- JA007494
06/15/2015	Notice of Entry of Judgment	52	JA008154- JA008158
05/17/2016	Notice of Entry of Judgment	71	JA011392- JA011396
01/10/2017	Notice of Entry of Order and Judgment from August 15, 2016 Hearings Regarding Defendant's Motion for Attorney's Fees and Costs	86	JA013629- JA013635

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
01/10/2017	Notice of Entry of Order and Judgment from August 15, 2016 Hearings Regarding Defendant's Motion to Amend Judgment	86	JA013636- JA016342
01/10/2017	Notice of Entry of Order and Judgment from August 15, 2016 Hearings Regarding Plaintiff's Motion for Attorney's Fees and Costs	86	JA013622- JA013628
10/25/2013	Notice of Entry of Order Denying Motion for Partial Summary Judgment	31	JA004812- JA004817
07/25/2014	Notice of Entry of Order Granting Motion to Expunge Lis Pendens	48	JA007574- JA007578
06/05/2013	Notice of Entry of Order Granting Plaintiffs Motion for Leave to File a Second Amended Complaint	16	JA002665- JA002669
01/13/2017	Notice of Entry of Order on Defendant's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	86	JA013652- JA013656
05/13/2015	Notice of Entry of Order on Findings of Fact and Conclusions of Law and Supplemental Briefing re Future Accounting	49	JA007712- JA007717
07/10/2015	Notice of Entry of Order on Pardee's Emergency Motion to Stay Execution of Judgment; and Ex Parte Order Shortening Time	62	JA009755- JA009758
01/12/2017	Notice of Entry of Order on Plaintiffs' Countermotion for Attorney's Fees and Costs Pursuant to NRS 18.010 and EDCR 7.60	86	JA013645- JA013648
04/03/2013	Notice of Entry of Order re Order Denying Defendants Motion for Summary Judgment	16	JA002465- JA002470

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
03/15/2013	Notice of Entry of Order re Order Granting Plaintiffs Countermotion for Summary Judgment	14	JA002354-JA002358
10/13/2017	Notice of Entry of Order Re: Defendant Pardee Homes of Nevada's Motion to Stay Execution of Judgment and Post-Judgment Orders	88	JA014147-JA014151
12/16/2011	Notice of Entry of Stipulated Confidentiality Agreement and Protective Order	1	JA000040-JA000048
08/30/2012	Notice of Entry of Stipulation and Order to Extend Discovery Deadlines (First Request)	1	JA000055-JA000060
07/14/2017	Notice of Entry of Supplemental Order Regarding Plaintiffs' Entitlement to, and Calculation of, Prejudgment Interest	88	JA014111-JA014117
11/07/2012	Opposition to Defendant's Motion for Summary Judgment and Plaintiffs' Counter Motion for Partial Summary Judgment	2	JA000322-JA000351
07/14/2014	Opposition to Pardee's Motion to Expunge Lis Pendens	48	JA007495-JA007559
01/09/2017	Order and Judgment from August 15, 2016 Hearings Regarding Defendant's Motion for Attorney's Fees and Costs	86	JA013619-JA013621
01/09/2017	Order and Judgment from August 15, 2016 Hearings Regarding Defendants Motion to Amend Judgment	86	JA013613-JA013615
01/09/2017	Order and Judgment from August 15, 2016 Hearings Regarding Plaintiff's Motion for Attorney's Fees and Costs	86	JA013616-JA013618
10/23/2013	Order Denying Motion for Partial Summary Judgment	21	JA003210-JA003212



<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
04/26/2016	Order from January 15, 2016 Hearings	71	JA011385- JA011388
07/24/2014	Order Granting Motion to Expunge Lis Pendens	48	JA007571- JA007573
05/30/2013	Order Granting Plaintiffs Motion for Leave to File a Second Amended Complaint	16	JA002659- JA002661
06/05/2013	Order Granting Plaintiffs Motion for Leave to File a Second Amended Complaint	16	JA002662- JA002664
01/12/2017	Order on Defendant's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	86	JA013649- JA013651
07/10/2015	Order on Pardee's Emergency Motion to Stay Execution of Judgment; and Ex Parte Order Shortening Time	62	JA009753- JA009754
01/12/2017	Order on Plaintiffs' Countermotion for Attorney's Fees and Costs Pursuant to NRS 18.010 and EDCR 7.60	86	JA013643- JA013644
04/02/2013	Order re Order Denying Defendants Motion for Summary Judgment	16	JA002462- JA002464
03/14/2013	Order re Order Granting Plaintiffs Countermotion for Summary Judgment	14	JA002351- JA002353
10/12/2017	Order Re: Defendant Pardee Homes of Nevada's Motion to Stay Execution of Judgment and Post-Judgment Orders	88	JA014144- JA014146
11/29/2011	Order Setting Civil Non-Jury Trial	1	JA000031- JA000032
11/02/2017	Pardee Amended Notice of Appeal	88	JA014152- JA014154

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
07/15/2015	Pardee Homes of Nevada's Consolidated Opposition To: (1) Plaintiff's Motion to Strike Judgment Entered on June 15, 2015 Pursuant to NRCP 52(b) and NRCP 59; and (2) Plaintiffs' Motion Pursuant to NRCP 52(b) and 59 to Amend the Court's Judgment Entered on June 15, 2015	63	JA009919- JA009943
09/12/2015	Pardee Homes of Nevada's Consolidated Reply in Support of (1) Motion to Retax Plaintiffs' Memorandum of Costs Filed June 19, 2015; and (2) Motion for Attorney's Fees and Costs	68	JA010812- JA010865
12/30/2015	Pardee Homes of Nevada's Consolidated Response to: (1) Plaintiffs' Notice of Non-Reply and Non-Opposition to Plaintiffs' Opposition to Pardee's Motion to Amend Judgment and Countermotion for Attorney's Fees; and (2) Plaintiffs' Supplement to Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	69	JA010946- JA010953
06/01/2016	Pardee Homes of Nevada's Motion to Amend Judgment	72	JA011455- JA011589
07/02/2015	Pardee Homes of Nevada's Motion to Amend Judgment	59	JA009207- JA009283
06/27/2016	Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Attorney's Fees and Costs	82	JA013025- JA013170
07/15/2015	Pardee Homes of Nevada's Opposition to Plaintiff's Motion for Attorney's Fees and Costs	62	JA009759- JA009771

Date	Document Description	Volume	Labeled
08/10/2015	Pardee Homes of Nevada's Opposition to Plaintiffs' Motion for Reconsideration of the Order on Pardee's Emergency Motion to Stay Execution of Judgment	67	JA010582- JA010669
06/30/2016	Pardee Homes of Nevada's Reply in Support of Motion for Attorney's Fees and Costs	82	JA013171- JA013182
06/30/2016	Pardee Homes of Nevada's Reply in Support of Motion to Amend Judgment; and Opposition to Plaintiffs' Countermotion for Attorney's Fees	82	JA013183- JA013196
07/01/2016	Pardee Homes of Nevada's Reply in Support of Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	82	JA013197- JA013204
03/23/2016	Pardee Homes of Nevada's Response to Plaintiffs' Motion to Settle Two (2) Sets of Competing Judgments and Orders	71	JA011214- JA011270
08/25/2014	Pardee Homes of Nevada's Supplemental Brief Regarding Future Accounting	49	JA007699- JA007707
02/08/2017	Pardee Notice of Appeal	86	JA013657- JA013659
07/08/2015	Pardee's Emergency Motion to Stay Execution of Judgment: and Ex Parte Order Shortening Time	62	JA009663- JA009710
06/06/2016	Pardee's Motion for Attorney's Fees and Costs	72	JA011590- JA011614
05/28/2015	Pardee's Motion for Attorney's Fees and Costs	49	JA007718- JA007734
06/24/2014	Pardee's Motion to Expunge Lis Pendens – <b>section filed under seal</b>	48	JA007411- JA007456

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
06/24/2015	Pardee's Motion to Retax Plaintiffs' Memorandum of Costs Filed June 19, 2015	52	JA008192- JA008215
05/31/2016	Pardee's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	71	JA011442- JA011454
04/07/2017	Pardee's Motion to Stay Execution of Judgment and Post-Judgment Orders	86	JA013660- JA013668
05/10/2017	Pardee's Reply in Support of Motion to Stay Execution of Judgment and Post-Judgment Orders	88	JA014069- JA014071
10/17/2016	Pardee's Supplemental Brief Regarding Pre- and Post-Judgment Interest Pursuant to the Court's Order	86	JA013591- JA013602
07/08/2015	Pardee's Supplemental Briefing in Support of its Emergency Motion to Stay Execution of Judgment	62	JA009711- JA009733
08/25/2014	Plaintiff's Accounting Brief Pursuant to the court's Order Entered on June 25, 2014	49	JA007647- JA007698
09/12/2016	Plaintiffs' Brief on Interest Pursuant to the Court's Order Entered on August 15, 2016	86	JA013566- JA013590
05/23/2016	Plaintiffs' Memorandum of Costs and Disbursements	71	JA011397- JA011441
06/08/2016	Plaintiffs' Motion for Attorney's Fees and Costs	77	JA012115- JA012182
06/29/2015	Plaintiffs' Motion for Attorney's Fees and Costs	52-53	JA008216- JA008327
07/24/2015	Plaintiffs' Motion for Reconsideration, Ex Parte (With Notice) of Application for Order Shortening Time Regarding Stay of Execution and Order Shortening Time Regarding Stay of Execution	67	JA010482- JA010522

Date	Document Description	Volume	Labeled
07/18/2013	Plaintiffs' Motion in Limine To Permit James J. Jimmerson, Esq. To Testify Concerning Plaintiffs' Attorney's Fees and Costs (MIL #25)	17	JA002732- JA002771
06/29/2015	Plaintiffs' Motion Pursuant to NRCp 52(b) and 59 to Amend The Court's Judgment Entered on June 15, 2015, to Amend the Findings of Fact/conclusions of Law and Judgment Contained Therein, Specifically Referred to in the Language Included in the Judgment at Page 2, Lines 8 Through 13 and the Judgment At Page 2, Lines 18 Through 23 to Delete the Same or Amend The Same to Reflect the True Fact That Plaintiff Prevailed On Their Entitlement to the First Claim for Relief For an Accounting, and Damages for Their Second Claim for Relief of Breach of Contract, and Their Third Claim for Relief for Breach of the Implied Covenant for Good Faith and Fair Dealing and That Defendant Never Received a Judgment in its Form and Against Plaintiffs Whatsoever as Mistakenly Stated Within the Court's Latest "Judgment – <b>sections filed under seal</b>	54-56	JA008395- JA008922
03/14/2016	Plaintiffs' Motion to Settle Two (2) Competing Judgments and Orders	70	JA011168- JA011210
06/21/2016	Plaintiffs' Opposition to Defendant, Pardee Homes of Nevada's, Motion to Amend Judgment and Plaintiffs' Countermotion for Attorneys' Fees and Costs Pursuant to NRS 18.010 and EDCR 7.60	81	JA012813- JA013024
08/06/2013	Plaintiffs Opposition to Defendants Motion for Partial Summary Judgment	17	JA002830- JA002857

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
03/20/2013	Plaintiffs Opposition to Defendant's Motion in Limine to Exclude Plaintiffs Claim for Attorney's Fees as an Element of Damages MIL 1	15	JA002359- JA002408
03/20/2013	Plaintiffs Opposition to Defendants Motion in Limine to Plaintiffs Claim for Damages in the form of compensation for time MIL 2	15	JA002409- JA002433
07/17/2015	Plaintiffs' Opposition to Pardee Homes of Nevada's Motion to Amend Judgment and Countermotion for Attorney's Fees	65-67	JA010203- JA010481
06/30/2015	Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	57-58	JA008923- JA009109
06/21/2016	Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	80	JA012625- JA012812
05/12/2017	Plaintiffs' Opposition to Pardee's Motion Stay Execution of Judgment and Post-Judgment Orders	88	JA014072- JA014105
07/08/2015	Plaintiffs' Opposition to Pardee's Motion to Retax Costs	60-61	JA009284- JA009644
06/20/2016	Plaintiffs' Opposition to Pardee's Motion to Retax Plaintiffs' Memorandum of Costs Filed May 23, 2016	77-79	JA012183- JA012624
11/04/2016	Plaintiffs' Reply Brief in Support of Brief on Interest Pursuant to the Court's Order Entered on August 15, 2016	86	JA013603- JA013612
04/23/2013	Plaintiffs Reply in Further Support of Motion for Leave to File Second Amended Complaint	16	JA002503- JA002526

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
01/17/2013	Plaintiffs' Reply in Further Support of Their Counter Motion for Partial Summary Judgment	13	JA002102- JA002144
08/02/2016	Plaintiffs' Reply in Support of Countermotion for Attorney's Fees and Costs	84-85	JA013358- JA013444
08/02/2016	Plaintiffs' Reply in Support of Motion for Attorney's Fees and Costs	83-84	JA013205- JA013357
01/11/2016	Plaintiffs' Reply to Defendants Consolidated Response to (1) Plaintiffs' Notice of Non-Reply and Non-Opposition to Plaintiff's Opposition to Pardee's Motion to Amend Judgment and Countermotion for Attorney's Fees And (2) Plaintiffs' Supplement to Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	69	JA010954- JA010961
07/15/2013	Plaintiffs Reply to Defendants Counterclaim	17	JA002724- JA002731
09/11/2015	Plaintiffs' Reply to Defendant's Opposition to Plaintiff's Motion for Attorney's Fees and Costs	68	JA010680- JA010722
09/11/2015	Plaintiffs' Reply to Defendant's Opposition to Plaintiff's Motion Pursuant to NRCP 52(b) and NRCP 59 to Amend the Court's Judgment Entered on June 15, 2015	68	JA010768- JA010811
09/11/2015	Plaintiffs' Reply to Defendant's Opposition to Plaintiff's Motion to Strike "Judgment" Entered June 15, 2015 Pursuant to NRCP 52(b) and NRCP 59	68	JA010723- JA010767
04/20/2016	Plaintiffs' Reply to Defendant's Response and Supplement to Plaintiffs' Motion to Settle Two (2) Sets of Competing Judgments and Orders	71	JA011271- JA011384

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
04/27/2017	Plaintiffs' Response to Pardee's Motion to Stay Execution of Judgment and Post-Judgment Orders	88	JA014066- JA014068
05/10/2013	Plaintiffs Supplement to Motion for Leave to File a Second Amended Complaint Pursuant to the Courts order on Hearing on April 26, 2013	16	JA002627- JA002651
12/08/2015	Plaintiffs' Supplement to Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	68	JA010866- JA010895
09/27/2013	Plaintiffs Supplement to Their Opposition to Defendants Motion for Partial Summary Judgment	19-21	JA002988- JA003203
07/22/2013	Plaintiffs Supplemental Opposition to Defendants Motion in Limine to Plaintiffs Claim for Damages in the Form of Compensation for Time MIL 2	17	JA002787- JA002808
10/25/2013	Plaintiffs Trial Brief Pursuant to EDCR 7.27	31	JA004818- JA004847
06/19/2015	Plaintiffs, James Wolfram and Walt Wilkes' Memorandum of Costs and Disbursements	52	JA008159- JA008191
03/16/2016	Release of Judgment	71	JA011211- JA011213
01/07/2013	Reply Brief in Support of Defendant's Motion for Summary Judgment	13	JA002081- JA002101
09/16/2013	Reply in Support of Defendant's Motion for Partial Summary Judgment	17	JA002858- JA002864
09/16/2013	Reply in Support of Defendant's Motion in Limine to Exclude Plaintiff's Claim for Attorney's Fees as An Element of Damages	17	JA002865- JA002869



<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
09/16/2013	Reply in Support of Defendant's Motion in Limine to Exclude Plaintiffs' Claim for Damages in the Form of Compensation for Time	17	JA002870- JA002874
07/15/2014	Reply in Support of Pardee's Motion to Expunge Lis Pendens	48	JA007560- JA007570
08/17/2015	Reply Points and Authorities in Support of Motion for Reconsideration	67	JA010670- JA010678
11/08/2011	Scheduling Order	1	JA000028- JA000030
06/06/2013	Second Amended Complaint	16	JA002670- JA002677
04/17/2013	Second Amended Order Setting Civil Non-Jury Trial	16	JA002501- JA002502
12/15/2011	Stipulated Confidentiality Agreement and Protective Order	1	JA000033- JA000039
08/29/2012	Stipulation and Order to Extend Discovery Deadlines (First Request)	1	JA000051- JA000054
06/30/2015	Supplement to Plaintiffs' Pending Motion for Attorney's Fees and Costs, Motion to Strike Judgment, Motion Pursuant to NRCP 52(b) and NRCP 59 to Amend the Court's Judgment, and Plaintiffs' Opposition to Pardee's Motion for Attorney's Fees and Costs	59	JA009110- JA009206
09/27/2013	Supplemental Brief in Support of Defendant's Motion for Partial Summary Judgment	21	JA003204- JA003209
07/12/2007	Supplemental Order Regarding Plaintiffs' Entitlement to, and Calculation of, Prejudgment Interest	88	JA014106- JA014110

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
03/05/2013	Transcript of Proceedings - March 5, 2013	14	JA002211- JA002350
10/25/2011	Transcript re Discovery Conference	1	JA000024- JA000027
08/27/2012	Transcript re Hearing	1	JA000049- JA000050
04/26/2013	Transcript re Hearing	16	JA002527- JA002626
07/09/2013	Transcript re Hearing	17	JA002688- JA002723
09/23/2013	Transcript re Hearing	18	JA002875- JA002987
07/17/2014	Transcript re Hearing	49	JA007579- JA007629
07/31/2014	Transcript re Hearing	49	JA007630- JA007646
07/10/2015	Transcript re Hearing	62	JA009734- JA009752
01/15/2016	Transcript re Hearing	70	JA010962- JA011167
08/15/2016	Transcript re Hearing - August 15, 2016	86	JA013445- JA013565
12/06/2012	Transcript re Status Check	13	JA002066- JA002080
07/23/2013	Transcript re Status Check	17	JA002809- JA002814
10/23/2013	Transcript re Trial	22	JA003213- JA003403

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
10/24/2013	Transcript re Trial	29-30	JA004463- JA004790
10/28/2013	Transcript re Trial – <b>filed under seal</b>	32-33	JA004848- JA005227
10/29/2013	Transcript re Trial – <b>filed under seal</b>	35	JA005264- JA005493
10/30/2013	Transcript re Trial	37-38	JA005512- JA005815
12/09/2013	Transcript re Trial – <b>filed under seal</b>	40-41	JA005821- JA006192
12/10/2013	Transcript re Trial	42-43	JA006193- JA006530
12/12/2013	Transcript re Trial – <b>filed under seal</b>	44-45	JA006533- JA006878
12/13/2013	Transcript re Trial - Part 1	46	JA006953- JA007107
12/13/2013	Transcript re Trial - Part 2	47-48	JA007108- JA007384
10/23/2013	Trial Exhibit A	23	JA003404- JA003544
10/23/2013	Trial Exhibit B – <b>filed under seal</b>	23	JA003545- JA003625
10/23/2013	Trial Exhibit C	23	JA003626- JA003628
10/23/2013	Trial Exhibit D	23	JA003629- JA003631
10/23/2013	Trial Exhibit E – <b>filed under seal</b>	23	JA003632- JA003634

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
10/23/2013	Trial Exhibit F	23	JA003635- JA003637
10/23/2013	Trial Exhibit G	23	JA003638
10/23/2013	Trial Exhibit H	23	JA003639- JA003640
10/23/2013	Trial Exhibit I	23	JA003641- JA003643
10/23/2013	Trial Exhibit J – <b>filed under seal</b>	24	JA003644- JA003669
10/23/2013	Trial Exhibit K	24	JA003670- JA003674
10/23/2013	Trial Exhibit L	24	JA003675- JA003678
10/23/2013	Trial Exhibit M	24	JA003679- JA003680
10/23/2013	Trial Exhibit N	24	JA003681- JA003683
10/23/2013	Trial Exhibit O – <b>filed under seal</b>	25-26	JA003684- JA004083
10/23/2013	Trial Exhibit P	27	JA004084
10/23/2013	Trial Exhibit Q	27	JA004085
10/23/2013	Trial Exhibit R	27	JA004086- JA004089
10/23/2013	Trial Exhibit S	27	JA004090

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
10/23/2013	Trial Exhibit T	27	JA004091- JA004092
10/23/2013	Trial Exhibit U	27	JA004093
10/23/2013	Trial Exhibit V	27	JA004094
10/23/2013	Trial Exhibit W	27	JA004095- JA004096
10/23/2013	Trial Exhibit X	27	JA004097
10/23/2013	Trial Exhibit Y	27	JA004098
10/23/2013	Trial Exhibit Z	27	JA004099- JA004100
10/23/2013	Trial Exhibit 1	27	JA004289- JA004292
10/23/2013	Trial Exhibit 10 – <b>filed under seal</b>	27	JA004320- JA004329
10/23/2013	Trial Exhibit 11 – <b>filed under seal</b>	28	JA004330- JA004340
10/23/2013	Trial Exhibit 12 – <b>filed under seal</b>	28	JA004341- JA004360
10/23/2013	Trial Exhibit 13 – <b>filed under seal</b>	28	JA004361- JA004453
10/28/2013	Trial Exhibit 15	34	JA005228- JA005232
10/28/2013	Trial Exhibit 18	34	JA005233- JA005235

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
10/28/2013	Trial Exhibit 19	34	JA005236- JA005237
10/28/2013	Trial Exhibit 20	34	JA005238- JA005254
10/23/2013	Trial Exhibit 21	28	JA004454
10/28/2013	Trial Exhibit 23	34	JA005255- JA005260
10/30/2013	Trial Exhibit 23a	39	JA005816- JA005817
10/28/2013	Trial Exhibit 24	34	JA005261- JA005263
10/23/2013	Trial Exhibit 25	28	JA004455- JA004462
10/24/2013	Trial Exhibit 26	31	JA004792- JA004804
10/30/2013	Trial Exhibit 27	39	JA005818- JA005820
10/29/2013	Trial Exhibit 28	36	JA005494- JA005497
10/29/2013	Trial Exhibit 29	36	JA005498- JA005511
10/24/2013	Trial Exhibit 30	31	JA004805- JA004811
12/13/2013	Trial Exhibit 31a	48	JA007385- JA007410
12/12/2013	Trial Exhibit 39	46	JA006936- JA006948

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
12/12/2013	Trial Exhibit 40	46	JA006949- JA006950
12/12/2013	Trial Exhibit 41	46	JA006951- JA006952
10/23/2013	Trial Exhibit 6 – <b>filed under seal</b>	27	JA004293- JA004307
10/23/2013	Trial Exhibit 7 – <b>filed under seal</b>	27	JA004308- JA004310
10/23/2013	Trial Exhibit 8 – <b>filed under seal</b>	27	JA004311- JA004312
10/23/2013	Trial Exhibit 9 – <b>filed under seal</b>	27	JA004313- JA004319
10/23/2013	Trial Exhibit AA	27	JA004101- JA004102
10/23/2013	Trial Exhibit BB	27	JA004103
10/23/2013	Trial Exhibit CC	27	JA004104
10/23/2013	Trial Exhibit DD	27	JA004105
10/23/2013	Trial Exhibit EE	27	JA004106- JA004113
10/23/2013	Trial Exhibit FF	27	JA004114- JA004118
10/23/2013	Trial Exhibit GG	27	JA004119- JA004122
10/23/2013	Trial Exhibit HH	27	JA004123

<b>Date</b>	<b>Document Description</b>	<b>Volume</b>	<b>Labeled</b>
10/23/2013	Trial Exhibit II	27	JA004124
10/23/2013	Trial Exhibit JJ	27	JA004125
10/23/2013	Trial Exhibit KK	27	JA004126- JA004167
10/23/2013	Trial Exhibit LL	27	JA004168
10/23/2013	Trial Exhibit MM	27	JA004169
10/23/2013	Trial Exhibit NN	27	JA004170- JA004174
10/23/2013	Trial Exhibit OO	27	JA004175- JA004183
10/23/2013	Trial Exhibit PP	27	JA004184- JA004240
10/23/2013	Trial Exhibit QQ	27	JA004241- JA004243
10/23/2013	Trial Exhibit RR	27	JA004244- JA004248
10/23/2013	Trial Exhibit SS	27	JA004249- JA004255
10/23/2013	Trial Exhibit TT	27	JA004256- JA004262
10/23/2013	Trial Exhibit UU	27	JA004263- JA004288
10/24/2013	Trial Exhibit VV	31	JA004791



Date	Document Description	Volume	Labeled
12/10/2013	Trial Exhibit WW	43	JA006531- JA006532
12/12/2013	Trial Exhibit XX	46	JA006879- JA006935

Dated this 28<sup>th</sup> day of February, 2018.

McDONALD CARANO LLP

By: /s/ Rory T. Kay  
Pat Lundvall (NSBN 3761)  
Rory T. Kay (NSBN 12416)  
2300 W. Sahara Ave., 12th Floor  
Las Vegas, Nevada 89102  
Telephone: (702) 873-4100  
Facsimile: (702) 873-9966  
[lundvall@mcdonaldcarano.com](mailto:lundvall@mcdonaldcarano.com)  
[rkay@mcdonaldcarano.com](mailto:rkay@mcdonaldcarano.com)

Attorneys for Appellant

## **CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of McDonald Carano LLP, and on the 28<sup>th</sup> day of February, 2018, a true and correct copy of the foregoing document was e-filed and e-served on all registered parties to the Supreme Court's electronic filing system:

/s/ Beau Nelson

An Employee of McDonald Carano LLP

### STAFF NOTES & COMMENTS

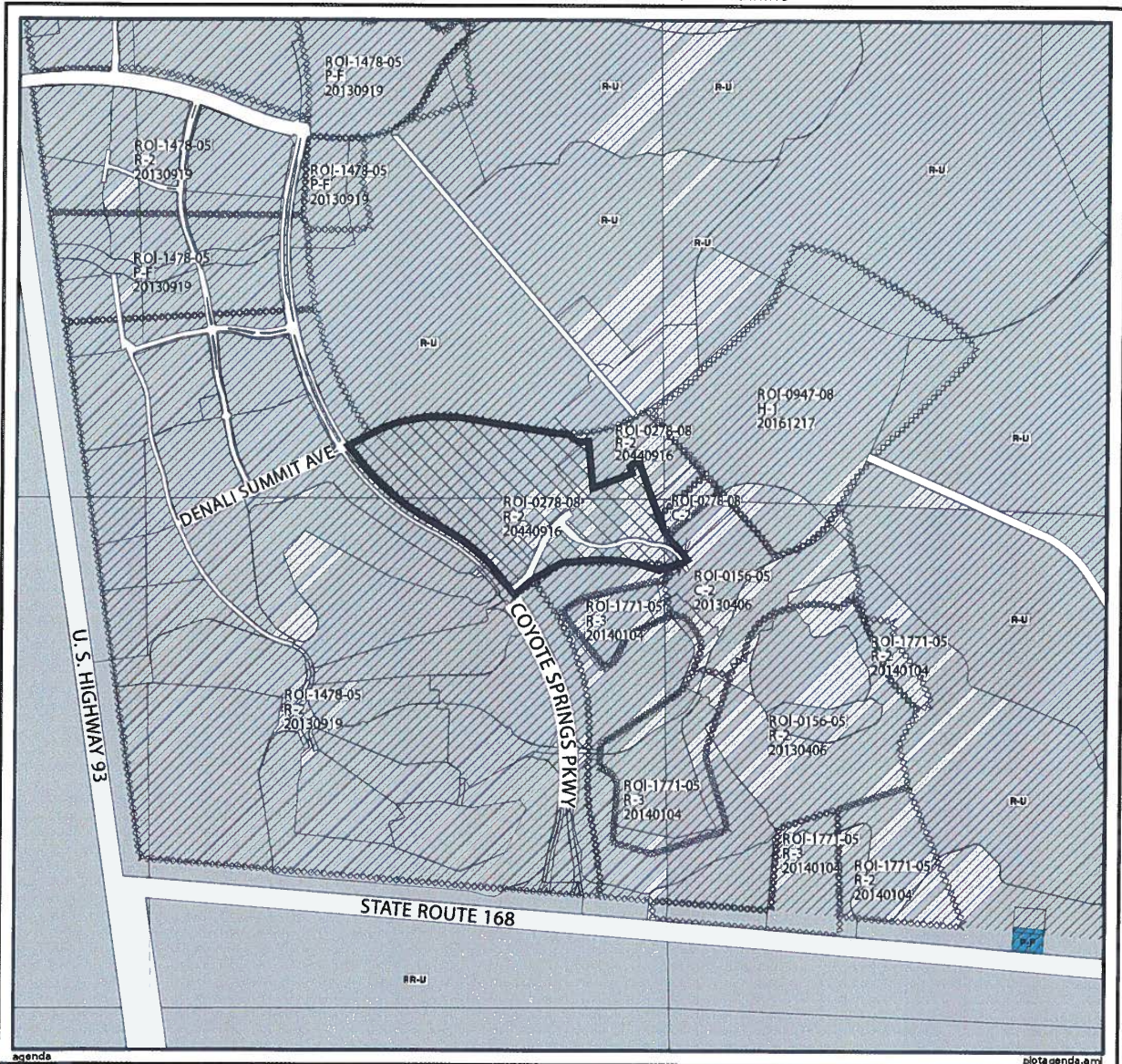
**Application #**

# TM-009410

[illegible]

COMMISSION AGENDA MAP  
CLARK COUNTY DEPARTMENT OF COMPREHENSIVE PLANNING

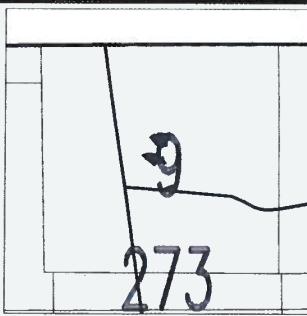
TM-0094-10



APPLICATION NUMBER  
**TM-0094-10**

SUBJECT SECTION(S)  
SEC16 T13S R63E  
SEC21 T13S R63E

SCALE: 1 INCH = 1500 FEET  
MAP CREATED ON 11-01-12



This information is for display purposes only.  
No liability is assumed as to the accuracy of  
the data delineated hereon.

RESIDENTIAL DISTRICTS

RURAL	SINGLE FAMILY	MULTIPLE FAMILY
R-U	R-1	R-3
R-A	R-1a	R-4
R-E	R-T	R-5
R-D	R-2	
	RUD	

NON-RESIDENTIAL DISTRICTS

COMMERCIAL	SPECIAL	MANUFACTURING
CRT	O-S	M-D
C-P	H-2	M-1
C-1	P-F	M-2
C-C	RVP	M-3
C-2	U-V	
C-3	H-1	
	T-C	

OVERLAY ZONES

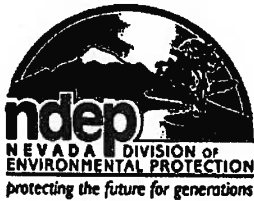
MLZ
RNP
P-C

OTHER

Travel/Access/Drainage Easements
Incorporated City
Power Lines (60kv and larger)
Railroads

XX-002  
JA006880





# STATE OF NEVADA

Department of Conservation & Natural Resources

DIVISION OF ENVIRONMENTAL PROTECTION

Brian Sandoval, Governor

Leo M. Drozdoff, P.E., Director

Colleen Cripps, Ph.D., Administrator

January 18, 2011

Tina Garrison  
Clark County Public Works Map Team  
P.O. Box 554000  
Las Vegas, Nevada 89155

TM-0094-10  
RL

**Re: Tentative Subdivision Map – Coyote Springs Village 4**

Dear Ms. Garrison:

The Nevada Division of Environmental Protection ("NDEP") has completed its review of the above referenced tentative subdivision map. Based on this review, NDEP recommends denial of said subdivision with respect to water pollution control and sewage disposal until adequate wastewater treatment capacity to serve the lots exists in Coyote Springs Discharge Permit.

If you have any questions concerning this letter, please give me a call at 775-687-9429.

Sincerely,

Steve McGoff, P.E.  
Staff Engineer III  
Technical Services Branch  
Bureau of Water Pollution Control

cc: Tracy Geter, Division of Water Resources – Southern Nevada Branch, 400 Shadow Lane,  
Suite 203, Las Vegas, NV 89106  
Walter Ross, Clark County Health District, P.O. Box 3902, Las Vegas, NV 89127  
Slater Hanifan Group, 5740 S. Arville St. #216, Las Vegas, NV 89118  
Pardee Homes of Nevada, 650 White Dr., Suite 100, Las Vegas, NV 89119

S8957-CoyoteSpringsVillage4TMDenial\_Capacity\_Jan2011.docx

901 S. Stewart Street, Suite 4001 • Carson City, Nevada 89701 • p: 775.687.4670 • f: 775.687.5856 • ndep.nv.gov

Printed on recycled paper

XX-003  
JA006881



**LAS VEGAS VALLEY  
WATER DISTRICT**

1001 South Valley View Boulevard  
Las Vegas, NV 89153  
(702) 870-2011 • lvwd.com

January 6, 2011

State of Nevada  
Division of Water Resources  
400 Shadow Lane, Suite 201  
Las Vegas, Nevada 89106

TM-94-10  
RL

Gentlemen:

**SUBJECT: STATEMENT OF WATER AVAILABILITY - TM-0094-10, COYOTE  
SPRINGS VILLAGE 4, APN 009-21-501-004 & 009-16-811-001,  
REFERENCE BOARD OF COUNTY COMMISSIONERS MEETING  
FEBRUARY 19, 2011**

The Las Vegas Valley Water District (District,) as General Manager of the Clark County Coyote Springs Water Resources General Improvement District (CSWRGID), has reviewed the subject subdivision map and has been unable to confirm any existing commitment for water service.

A water commitment may be provided to the residential portion of the map when all requirements of the CSWRGID Service Rules are met. The total projected water usage of the subdivision consisting of 333 residential lots, totaling 80.19 gross acres, is 254.2 acre-feet/year.

Water facilities to serve the proposed development are under design, but not currently available.

If you have any questions, please contact AAlison Moore (702) 822-8402.

Sincerely,

Original signed by:

R. Joseph Morgan, Senior Civil Engineer P.E.  
Engineering Services Division

RJM/aam

cc: Southern Nevada Health District  
Clark County Current Planning  
Slater Hanifan Group

XX-004  
JA006882

10-500894  
FS

### CLARK COUNTY FIRE DEPARTMENT PERMIT SURVEY FORM

PROJECT ADDRESS Coyote Springs Parkway APPLICATION #                       
PROJECT NAME Coyote Springs Village 4 DATE 12/6/10  
ASSESSOR'S PARCEL NUMBER(S) 009-21-501-004 FAX # (702) 284-5300  
CONTACT PERSON                                      PHONE #                     

INITIATING AGENCY: (Check box, Agency Application/Permit #, and Agency Signature Required Below)

☐ AIR QUALITY ☐ BUSINESS LICENSE ☒ FIRE DEPARTMENT  
☐ BUILDING DIVISION ☐ CURRENT PLANNING ☐ HEALTH DISTRICT

NOTE: Single family detached residences: complete items 1 and 2 only.  
Commercial occupancies/multi-family/home based business: complete all items below.

Does your building/project include:

- | Yes                         | No                                  |   |
|-----------------------------|-------------------------------------|---|
| 1. <input type="checkbox"/> | <input checked="" type="checkbox"/> | Water supplied by a well or private water system                |
| 2. <input type="checkbox"/> | <input checked="" type="checkbox"/> | Propane tank(s)   |
| 3. <input type="checkbox"/> | <input checked="" type="checkbox"/> | Aboveground or underground flammable/combustible liquid tank(s) |
| 4. <input type="checkbox"/> | <input checked="" type="checkbox"/> | High-piled storage* (see definition below)                      |
| 5. <input type="checkbox"/> | <input checked="" type="checkbox"/> | Spray paint booths  |
| 6. <input type="checkbox"/> | <input checked="" type="checkbox"/> | Medical Gas Systems   |
| 7. <input type="checkbox"/> | <input checked="" type="checkbox"/> | Combustible Dust Producing Operations                           |
| 8. <input type="checkbox"/> | <input checked="" type="checkbox"/> | Chemicals - Storage, Manufacture, or Use **                     |

Fire Dept. Review/Comments

Signature \_\_\_\_\_ Date \_\_\_\_\_

A "Yes" response to any of the above conditions will require a permit or combined plan/permit request to be submitted to the Clark County Fire Department for review. Immediately contact CCFD PLANS CHECK AT (455-7100) for permit requirements. Plans must be reviewed and approved by CCFD Planscheck Division. A "Yes" response to any of the above conditions may also require a Special Use Permit from the Current Planning Division.

PRINT NAME \_\_\_\_\_ SIGNATURE 

Check one: ☒ Property, Building, or Business Owner ☐ Occupants Legal Representative ☐ Responsible Party

\*\*\*\*\*  
\*High-Piled Storage is storage of combustible materials in closely packed piles or combustible materials on pallets, in racks or on shelves where the top of storage is greater than 12 feet (3658 mm) in height. High-piled combustible storage also includes certain high-hazard commodities, such as rubber tires, Group A plastics, flammable liquids, idle pallets and similar commodities, where the top of storage is greater than 6 feet in height.  
\*\*Refer to the Clark County Fire Departments "Hazardous Materials Systems" Guideline.  
\*\*\*\*\*

#### For Development Services - Building Division Use Only

Hazardous Occupancy Required? YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, then Special Use Permit Required.

Signature of Building Official \_\_\_\_\_

☐ New construction ☐ PAC Process ☐ Commercial  
☐ Addition ☐ Walk-thru ☐ Residential  
☐ Remodel

FAX TO CLARK COUNTY FIRE PLANS CHECK AT (702) 735-0775

-DISTRIBUTION-  
CUSTOMER AIR QUALITY MANAGEMENT BUSINESS LICENSE DEPARTMENT FIRE DEPARTMENT HEALTH DISTRICT  
DEVELOPMENT SERVICES: BUILDING PLANS EXAMINATION ZONING PLANS CHECK CURRENT PLANNING



10-500094  
JL

PAR0502.120

December 29, 2010

Rob Kaminski, Principal Planner  
Clark County Major Projects  
500 South Grand Central Parkway  
Las Vegas, NV 89155-4000

**SUBJECT: Tentative Map for Coyote Springs Village 4**

Dear Mr. Kaminski:

On behalf of our client Pardee Homes of Nevada we respectfully request the Tentative Map for Coyote Springs Village 4 be heard at the February 16, 2011 BCC hearing concurrently with ZC-0616-10. It is our understanding per Nevada Revised Statutes that Tentative Maps are required to have Commission actions within 45 days. However, Pardee Homes would like the two applications to go concurrent since they are companion items on the same site.

The team of SHG looks forward to working with Clark County in the development of the Coyote Springs project. Should you have any questions or require additional information, please call me at 284-5300.

Sincerely,

Slater Hanifan Group, Inc.

A handwritten signature in black ink, appearing to read 'James Hackman', written in a cursive style.

James Hackman, P.E.  
Project Manager



**Clark County Comprehensive Planning Department  
Public Records Request Form**

Name: James Timmerman Date: 10-31-13  
E-mail: jmt@jimmersonhansen.com  
Telephone: 702-388-7171

I hereby request the following Clark County public record(s) be: A) copied or B) copied and certified. (circle one).

Record(s) Requested/ File Number(s): X Paper Copy      CD

TM 0094-10 & Application

If requesting a copy of a public record that is subject to federal copyright laws, please complete the following:

I understand that the Nevada Public Records Act (NRS § 239.001, et seq.) does not supersede or in any manner affect the federal laws governing copyrighted records, documents or other materials. Copyrighted materials may be duplicated, without risk of copyright infringement, under the "fair use" provisions of 17 United States Code § 107. Accordingly, I hereby declare that I intend to use the requested records described above for the following non-commercial purpose(s):

(Check each that apply)

     Comment at future Clark County public hearing (BCC or PC meeting date                     )

X News reporting

     Person (Owner) requesting copies originally submitted the plans for the previous application on the same property.

X Other: TM map

For any reason not listed above, please contact the owner of the plans for permission to obtain a copy. When copies of plans are provided for the above stated reasons the County will only provide 11" x 17" or smaller in paper format unless consent is obtained from the owner of the plans.

Signature [Signature]

Date 10-31-13

Accepted by [Signature]



# TENTATIVE MAP APPLICATION

## CLARK COUNTY COMPREHENSIVE PLANNING DEPARTMENT

SUBMITTAL REQUIREMENTS ARE LISTED ON BACK

APPLICATION TYPE	
<input type="checkbox"/> TENTATIVE MAP (TM)	<div>This section for planner use only</div> <div>DATE FILED <u>12/29/10</u> APPLICATION NUMBER <u>TM 0094.10</u></div> <div>PLANNER ASSIGNED <u>JK</u> TAB/CAC <u>Coyote Springs</u></div> <div>FEE <u>\$2,228.00</u> TAB/CAC MTG DATE <u>NA</u> TIME <u>    </u></div> <div>CHECK # <u>2627493</u> IPC MEETING DATE <u>2/16/11</u> TIME <u>    </u></div> <div>ACCEPTED BY <u>    </u> BCC MEETING DATE <u>    </u> TIME <u>9:00am</u></div> <div>CIRCLE ONE: <u>Major Project</u> NORTH or SOUTH ZONE / AE / RNP <u>R2</u></div> <div>COMMISSIONER <u>T.C.</u> PLANNED LAND USE <u>NEC MAP</u></div> <div>COMMUNITY DISTRICT: <u>    </u> SEC/TWP/RANGE: <u>NW 21.13.63</u></div> <div>OVERLAY(S)? <u>    </u> TRAILS? Yes / No PFNA? Yes / No</div> <div>NOTES/REFERENCE FILES: <u>ZC0278-08 ZC0616-10</u> <u>TM 0063.01 TM 0120.08 ZC0933-08</u></div>
<input checked="" type="checkbox"/> TENTATIVE MAP MAJOR PROJECT	
<b>SUBMITTAL REQUIREMENTS</b> (See reverse for more information)	
<input type="checkbox"/> APPLICATION	<b>ALL MAIL FOR THIS APPLICATION SHOULD BE ADDRESSED TO:</b>
<input type="checkbox"/> DISCLOSURE FORM	NAME: <u>Slater Hanifan Group - Attn: Chelsea Peltier</u>
<input type="checkbox"/> FIRE PERMIT SURVEY	ADDRESS: <u>5740 S. Arville St. # 216</u>
<input type="checkbox"/> COPIES OF TENTATIVE MAPS	CITY: <u>Las Vegas</u> STATE: <u>NV</u> ZIP: <u>89118</u>
<input type="checkbox"/> LANDSCAPE PLAN	TELEPHONE: <u>702-284-5300</u> FAX: <u>702-284-5399</u>
<input type="checkbox"/> EASEMENT MAPS	CELL: <u>    </u> E-MAIL: <u>cpeltier@shg-inc.com</u>
<input type="checkbox"/> ASSESSOR'S MAPS	ASSESSOR'S PARCEL NUMBER(S): <u>009-21-501-004 and 009-16-811-001</u>
<input type="checkbox"/> EASEMENT / R-O-W DOCUMENTS	PROPERTY ADDRESS and/or CROSS STREETS: <u>Coyote Springs Parkway</u>
<input type="checkbox"/> TITLE REPORT	TENTATIVE MAP NAME: <u>Coyote Springs Village 4</u>
<input type="checkbox"/> TM CHECKLIST	TENTATIVE MAP #: <u>    </u>
<input type="checkbox"/> RECORD OF SURVEYS	GROSS ACREAGE: <u>80.14</u>
<input type="checkbox"/> FEE	NUMBER OF LOTS: <u>333 res; common 24</u>
	GROSS DENSITY: <u>4.15</u>

CLARK COUNTY COMPREHENSIVE PLANNING  
500 S. Grand Central Parkway, P.O. Box 551744, Las Vegas, NV 89155-1744  
PHONE: (702) 455-4314 FAX: (702) 455-3271

[www.ClarkCountyNV.gov](http://www.ClarkCountyNV.gov)

XX-008  
JA006886



January 11, 2011

Department of Development Services  
Clark County Civil Engineering Div./Mapping Team  
P.O. Box 551799  
Las Vegas, NV 89155-1799

TM-0094-10

RL

**SUBJECT: TM0094-10 – COYOTE SPRINGS VILLAGE 4 (332 LOTS/UNITS)**  
**Meeting Date – February 16, 2011**

Gentlemen:

We have completed a review of the above map as submitted and conditionally approve it subject to the following:

1. Written verification from the Division of Environmental Protection of the State Department of Conservation and Natural Resources that the **Tentative Map** or plan has been approved with regard to water pollution and sewage disposal in accordance with the Nevada Water Pollution Control Law.

**The following items must also be submitted for review and approval before the Final Map Mylar will be signed:**

1. A copy of the Final Map which must contain the P.L.S. stamp, signature and date (wet stamp not required).
2. Improvement plans which must contain the P.E. stamp, signature and date (wet stamp not required). Include "Finished Floor" elevations and "Sanitary Sewer Manhole" rim elevations on all **UTILITY PLANS** to expedite review of the required sewer "BACK WATER VALVES" on your improvement plans. **The applicable Plan Review Fee must accompany the Improvement Plan submittal.**
3. A letter from the appropriate sewer agency stating that service from the existing system of community sewerage will be extended to the subdivision and the community facility for treatment will not be caused to exceed its capacity and the discharge permit requirements by this added service or that the facility will be expanded to provide for the added service.
4. A letter from the appropriate water utility stating that it will supply water for domestic and fire protection purposes, that the system has the necessary facilities to treat water to meet the standards of the Water Supply Regulations Part I, and that the capacity is available to meet the demands upon the system.
5. Written verification from the Division of Environmental Protection of the State Department of Conservation and Natural Resources that the **Final Map** or plan has been approved with regard to water pollution and sewage disposal in accordance with the Nevada Water Pollution Control Law.

If you have any questions, please do not hesitate to contact this office at (702) 759-0661.

Sincerely,

ENVIRONMENTAL HEALTH DIVISION

Walter B. Ross, PE. REHS  
Environmental Health Engineer/Supervisor

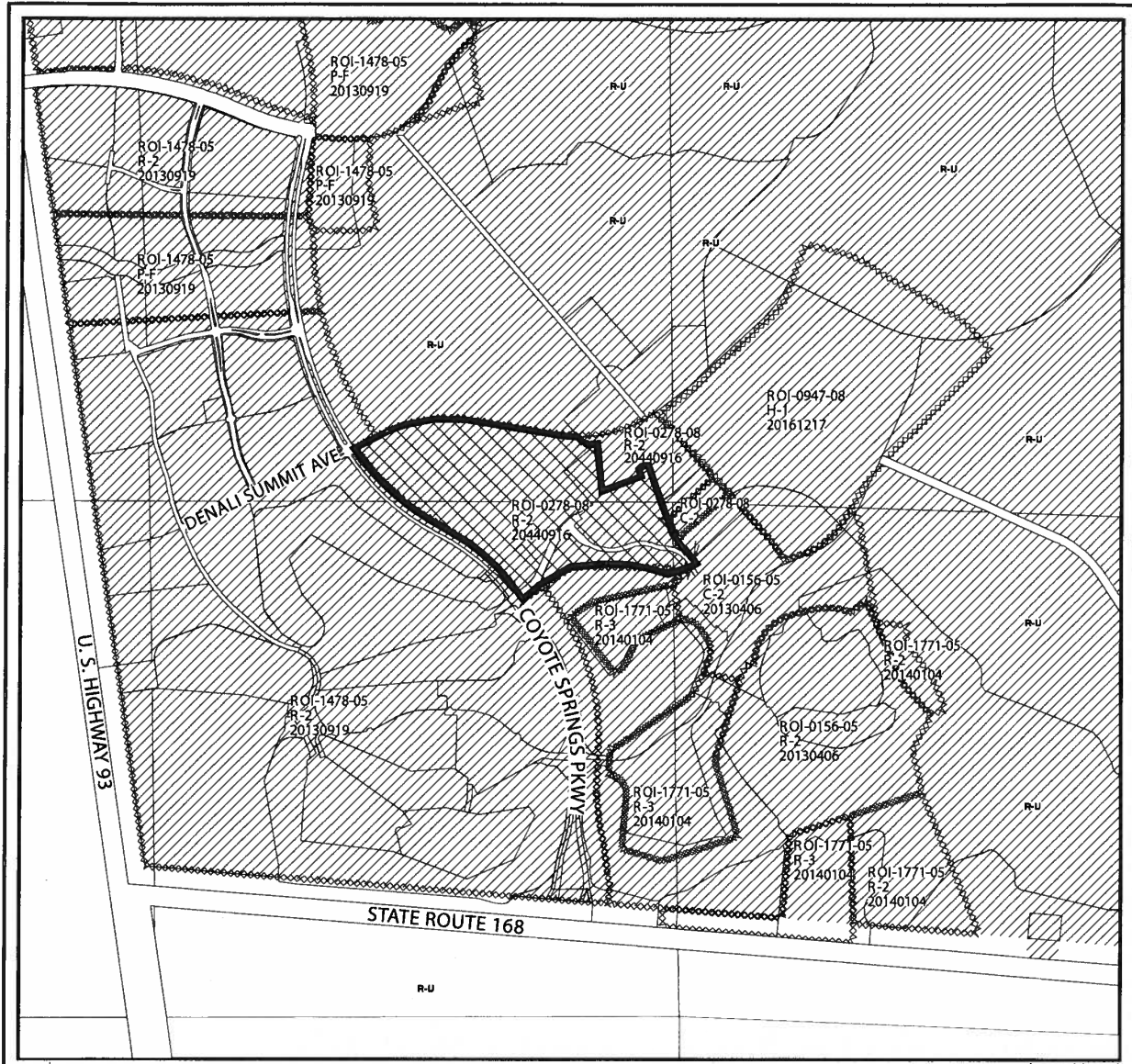
xc: Pardee Homes, Inc./Pardee Homes of Nevada  
Slater Hanifan Group, Inc.

P.O. Box 3902 | Las Vegas, NV 89127  
702.759.1000 | [www.southernnevadahealthdistrict.org](http://www.southernnevadahealthdistrict.org)

XX-009  
JA006887

COMMISSION AGENDA MAP  
CLARK COUNTY DEPARTMENT OF COMPREHENSIVE PLANNING

TM-0094-10



agenda

plotagenda@wami

APPLICATION NUMBER

TM-0094-10

SUBJECT SECTION(S)

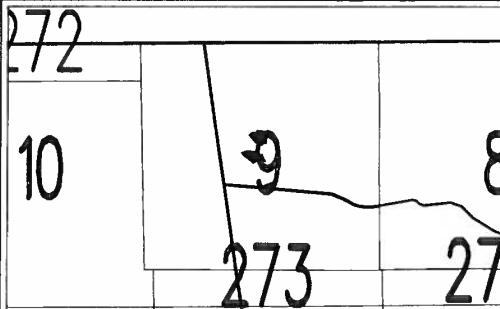
SEC16 T13S R63E

SEC21 T13S R63E



SCALE: 1 INCH = 1500 FEET

MAP CREATED ON 11-01-12



This information is for display purposes only.

No liability is assumed as to the accuracy of the data delineated hereon.

SUBJECT SITE(S)

P - C

Travel/Access/Drainage Easements

Incorporated City

Zoning Boundary

Power Lines (69kv and larger)

Railroads

XX-010  
JA006888



## Department of Comprehensive Planning Land Use Planning

500 S Grand Central Pky • Box 551744 • Las Vegas NV 89155-1744  
(702) 455-4314 • Fax (702) 455-3271

Nancy Lipski, Director

February 9, 2011

SHG  
CHELSEA PELTIER  
5740 S ARVILLE ST #216  
LAS VEGAS, NV 89118

APPLICATION #: TM-0094-10 MN

Please be advised that this matter will be presented to the Clark County Board of County Commissioners on **February 16, 2011**, at the hour of **9:00 a.m.**, in the Commission Chambers, CLARK COUNTY GOVERNMENT CENTER, 500 Grand Central Parkway, Las Vegas, Nevada.

Items 3 thru 17 are routine and may be approved immediately after the meeting begins. Items 18 thru 29 are non-routine public hearing and these items will be considered separately. *Your item number on the agenda coincides with the page number at the bottom of the attached document and can also be located on our website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov) under "agendas". New meetings will appear under "upcoming events".*

Please read the attached information. It contains your **"Project Description"** and the **"Preliminary Staff Recommendation"**. The staff recommendation is only preliminary and will, in some cases, have additional requirements or information which will be added at the time of the Board of County Commissioners' meeting as part of Staff's presentation. Please check the enclosed information for correctness and for your concurrence. If you have any questions regarding this information, or if it is not possible for a representative to be present at the meeting, please advise this office prior to the meeting.

Audio visual equipment is available in the chambers for your use in presenting the agenda item. Please be advised that any presentation materials for which there is no duplicate on file must be retained for public records. Please call 455-4320 in advance of the meeting to advise us that you plan to use slides or video tapes during your presentation. Please do not submit any original slides, video tapes, renderings, photographs, or other exhibits unless you have a copy for your records, as any items you submit must be retained for the public record.

### REPRESENTATION IS MANDATORY AT THE ABOVE MENTIONED MEETING.

It is the applicant's responsibility to keep the application current, and also provide a current contact name, address, and phone number to this department at the above address. This information must be submitted in writing with the application number referenced.

### PERMIT INFORMATION:

Any plans for construction that have had or will have commission action will require permits approved through the Permit Application Center (PAC). All building permit applications must be submitted to PAC and all applicable plan check fees paid before building/grading permit applications will be reviewed. You may wish to submit to PAC while waiting for your commission hearing.

BOARD OF COUNTY COMMISSIONERS  
SUSAN BRAGER, Chair • STEVE SISOLAK, Vice-Chair  
LARRY BROWN • TOM COLLINS • CHRIS GIUNCHIGLIANI • MARY BETH SCOW • LAWRENCE WEEKLY  
DONALD G. BURNETTE, County Manager

XX-011  
JA006889

**WEDNESDAY  
BOARD OF COUNTY COMMISSIONERS AGENDA  
FEBRUARY 16, 2011**

RECOMMENDATIONS FROM: \_\_\_\_\_ Nevada Department of Transportation \_\_\_\_\_

ITEM #	APPLICATION #	COMMENTS	CONTACT NAME
<b><u>EXTENSIONS OF TIME, USE PERMIT, AND WAIVERS OF DEVELOPMENT STANDARDS</u></b>			
3	UC-1632-06 (ET-0227-10)	APN: 162-17-101-012, 013, 014, 017, 018 & 020	
4	UC-1127-07 (ET-0166-10) Holdover	APN: List on file	
5	VS-1025-08 (ET-0198-10)	APN: 176-18-601-003; 176-18-701-001 thru 003, 006, 007 & 012	
6	UC-1026-08 (ET-0196-10)	APN: 176-18-701-012 ptn	
7	WT-1027-08 (ET-0197-10)	APN: 176-18-701-012 ptn	
8	UC-0287-09 (ET-0217-10)	APN: 176-12-301-027	
9	ZC-1313-02 (ET-0222-10)	Related w/ZC-1313-02 (ET-0224-10) APN: 176-22-201-019 & 020; 176-22-301-012 & 013; 176-22-601-009, 010, 016, 031 & 032; 176-22-701-028 & 030	
10	ZC-1313-02 (ET-0224-10)	APN: 176-34-601-011	
11	ZC-0865-04 (ET-0225-10)	APN: 176-28-601-018	
12	UC-0623-10	APN: 177-05-510-002 thru 011	
13	WS-0610-10	APN: 162-21-016 & 017; No State sign permit required.	
14	WS-0625-10	APN: 162-21-004 thru 006; No State sign permit required.	
<b><u>ZONE CHANGES IN CONFORMANCE WITH THE LAND USE PLAN AND SUBDIVISION</u></b>			
15	ZC-0537-10	APN: 161-05-410-220 thru 223, 236 & 237	
16	ZC-0616-10	Comp w/TM-0094 APN: 009-21-501-004; 009-22-101-007	
17	TM-0094-10	APN: 009-16-811-001; 009-21-501-004	

**WEDNESDAY  
BOARD OF COUNTY COMMISSIONERS AGENDA  
FEBRUARY 16, 2011**

RECOMMENDATIONS FROM: \_\_\_\_\_ Nevada Department of Transportation \_\_\_\_\_

ITEM #	APPLICATION #	COMMENTS	CONTACT NAME
<b><u>NON-ROUTINE USE PERMITS AND WAIVER OF DEVELOPMENT STANDARDS</u></b>			
18	UC-0559-10	APN: 140-16-301-016	
19	UC-0612-10	APN: 163-01-204-015	
20	UC-0615-10	APN: 125-18-401-006	
21	WS-0626-10	APN: 140-17-703-002	
<b><u>ORDINANCES – INTRODUCTION</u></b>			
22	ORD-0065-11		
23	ORD-0066-11		
24	ORD-0067-11		
25	ORD-0073-11		
26	ORD-0094-11		
<b><u>ORDINANCES – PUBLIC HEARING</u></b>			
27	ORD-0058-11		
28	ORD-0055-11		
29	Public Comments		

**WEDNESDAY  
BOARD OF COUNTY COMMISSIONERS AGENDA  
FEBRUARY 16, 2011**

RECOMMENDATIONS FROM: Adam Stubbs - LVMPD

ITEM #	APPLICATION #	COMMENTS	CONTACT NAME
<b><u>EXTENSIONS OF TIME, USE PERMIT, AND WAIVERS OF DEVELOPMENT STANDARDS</u></b>			
3	UC-1632-06 (ET-0227-10)	APN: 162-17-101-012, 013, 014, 017, 018 & 020 No significant impact on law enforcement at this time.	Adam Stubbs
4	UC-1127-07 (ET-0166-10) Holdover	APN: List on file No significant impact on law enforcement at this time.	Adam Stubbs
5	VS-1025-08 (ET-0198-10)	APN: 176-18-601-003; 176-18-701-001 thru 003, 006, 007 & 012 No significant impact on law enforcement at this time.	Adam Stubbs
6	UC-1026-08 (ET-0196-10)	APN: 176-18-701-012 ptn No significant impact on law enforcement at this time.	Adam Stubbs
7	WT-1027-08 (ET-0197-10)	APN: 176-18-701-012 ptn No significant impact on law enforcement at this time.	Adam Stubbs
8	UC-0287-09 (ET-0217-10)	APN: 176-12-301-027 No significant impact on law enforcement at this time.	Adam Stubbs
9	ZC-1313-02 (ET-0222-10)	Related w/ZC-1313-02 (ET-0224-10) APN: 176-22-201-019 & 020; 176-22-301-012 & 013; 176-22-601-009, 010, 016, 031 & 032; 176-22-701-028 & 030 No significant impact on law enforcement at this time.	Adam Stubbs
10	ZC-1313-02 (ET-0224-10)	APN: 176-34-601-011 No significant impact on law enforcement at this time.	Adam Stubbs
11	ZC-0865-04 (ET-0225-10)	APN: 176-28-601-018 No significant impact on law enforcement at this time.	Adam Stubbs
12	UC-0623-10	APN: 177-05-510-002 thru 011 No significant impact on law enforcement at this time.	Adam Stubbs
13	WS-0610-10	APN: 162-21-016 & 017 No significant impact on law enforcement at this time.	Adam Stubbs
14	WS-0625-10	APN: 162-21-004 thru 006 No significant impact on law enforcement at this time.	Adam Stubbs
<b><u>ZONE CHANGES IN CONFORMANCE WITH THE LAND USE PLAN AND SUBDIVISION</u></b>			
15	ZC-0537-10	APN: 161-05-410-220 thru 223, 236 & 237 No significant impact on law enforcement at this time.	Adam Stubbs
16	ZC-0616-10	Comp w/TM-0094 APN: 009-21-501-004; 009-22-101-007 No significant impact on law enforcement at this time.	Adam Stubbs



**WEDNESDAY  
BOARD OF COUNTY COMMISSIONERS AGENDA  
FEBRUARY 16, 2011**

RECOMMENDATIONS FROM: Adam Stubbs - LVMPD

ITEM #	APPLICATION #	COMMENTS	CONTACT NAME
17	TM-0094-10	APN: 009-16-811-001; 009-21-501-004 No significant impact on law enforcement at this time.	Adam Stubbs
<b><u>NON-ROUTINE USE PERMITS AND WAIVER OF DEVELOPMENT STANDARDS</u></b>			
18	UC-0559-10	APN: 140-16-301-016 No significant impact on law enforcement at this time.	Adam Stubbs
19	UC-0612-10	APN: 163-01-204-015 No significant impact on law enforcement at this time.	Adam Stubbs
20	UC-0615-10	APN: 125-18-401-006 No significant impact on law enforcement at this time.	Adam Stubbs
21	WS-0626-10	APN: 140-17-703-002 No significant impact on law enforcement at this time.	Adam Stubbs
<b><u>ORDINANCES – INTRODUCTION</u></b>			
22	ORD-0065-11	No significant impact on law enforcement at this time.	Adam Stubbs
23	ORD-0066-11	No significant impact on law enforcement at this time.	Adam Stubbs
24	ORD-0067-11	No significant impact on law enforcement at this time.	Adam Stubbs
25	ORD-0073-11	No significant impact on law enforcement at this time.	Adam Stubbs
26	ORD-0094-11	No significant impact on law enforcement at this time.	Adam Stubbs
<b><u>ORDINANCES – PUBLIC HEARING</u></b>			
27	ORD-0058-11	No significant impact on law enforcement at this time.	Adam Stubbs
28	ORD-0055-11	No significant impact on law enforcement at this time.	Adam Stubbs
29	Public Comments		

RL  
Suffix-All

**WEDNESDAY  
BOARD OF COUNTY COMMISSIONERS AGENDA  
FEBRUARY 16, 2011**

**RECOMMENDATIONS FROM:** SOUTHERN NEVADA WATER AUTHORITY  
MEGHAN RICKS, RIGHT-OF-WAY AGENT  
(702) 862-3480

ITEM #	APPLICATION #	COMMENTS	CONTACT NAME
<b><u>EXTENSIONS OF TIME, USE PERMIT, AND WAIVERS OF DEVELOPMENT STANDARDS</u></b>			
3	UC-1632-06 (ET-0227-10)	The Southern Nevada Water Authority (SNWA) has reviewed the subject Use Permits Second Extension of Time and has no objection to the Board of County Commissioners' approval of the application. However, SNWA has an 84-inch diameter water transmission main in the Valley View Boulevard right-of-way. In order to protect our facilities, we request that the applicant submits plans, when they are available, to SNWA's Development Plan Review located at 100 City Parkway, Las Vegas, Nevada 89106 (Telephone: 862-3444).	Meghan Ricks
4	UC-1127-07 (ET-0166-10) Holdover	No review.	"
5	VS-1025-08 (ET-0198-10)	No impact.	"
6	UC-1026-08 (ET-0196-10)	No review.	"
7	WT-1027-08 (ET-0197-10)	"	"
8	UC-0287-09 (ET-0217-10)	"	"
9	ZC-1313-02 (ET-0222-10)	"	"
10	ZC-1313-02 (ET-0224-10)	"	"
11	ZC-0865-04 (ET-0225-10)	"	"
12	UC-0623-10	"	"
13	WS-0610-10	"	"
14	WS-0625-10	"	"
<b><u>ZONE CHANGES IN CONFORMANCE WITH THE LAND USE PLAN AND SUBDIVISION</u></b>			

**WEDNESDAY**  
**BOARD OF COUNTY COMMISSIONERS AGENDA**  
**FEBRUARY 16, 2011**

**RECOMMENDATIONS FROM:** SOUTHERN NEVADA WATER AUTHORITY  
MEGHAN RICKS, RIGHT-OF-WAY AGENT  
(702) 862-3480

ITEM #	APPLICATION #	COMMENTS	CONTACT NAME
15	ZC-0537-10	No review.	"
16	ZC-0616-10	"	"
17	TM-0094-10	No impact.	"
<b><u>NON-ROUTINE</u></b>			
<b><u>USE PERMITS AND WAIVER OF DEVELOPMENT STANDARDS</u></b>			
18	UC-0559-10	No review.	Meghan Ricks
19	UC-0612-10	"	"
20	UC-0615-10	"	"
21	WS-0626-10	"	"
<b><u>ORDINANCES – INTRODUCTION</u></b>			
22	ORD-0065-11	No review.	"
23	ORD-0066-11	"	"
24	ORD-0067-11	"	"
25	ORD-0073-11	"	"
26	ORD-0094-11	"	"
<b><u>ORDINANCES – PUBLIC HEARING</u></b>			
27	ORD-0058-11	No review.	"
28	ORD-0055-11	"	"
29	Public Comments		"

**WEDNESDAY**  
**BOARD OF COUNTY COMMISSIONERS AGENDA**  
**FEBRUARY 16, 2011**

**RECOMMENDATIONS FROM:** SOUTHERN NEVADA WATER AUTHORITY  
MEGHAN RICKS, RIGHT-OF-WAY AGENT  
(702) 862-3480

ITEM #	APPLICATION #	COMMENTS	CONTACT NAME
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**WEDNESDAY  
BOARD OF COUNTY COMMISSIONERS AGENDA  
FEBRUARY 16, 2011**

RECOMMENDATIONS FROM: CLARK COUNTY WATER RECLAMATION DISTRICT

ITEM #	APPLICATION #	COMMENTS	CONTACT NAME ELSA MERCENIER
<b><u>EXTENSIONS OF TIME, USE PERMIT, AND WAIVERS OF DEVELOPMENT STANDARDS</u></b>			
3	UC-1632-06 (WS-0536-10)	DEVELOPER REQUIRED TO MEET WITH CCWRD. CCWRD WILL REQUIRE ESTIMATED WASTEWATER FLOW RATES FROM ALL PHASES OF THE PROPOSED PROJECT AT BUILD-OUT BEFORE SEWER POINT-OF-CONNECTION CAN BE APPROVED. ACTIVE ODOR CONTROL TREATMENT OF WASTEWATER LIQUID AND VAPOR WILL BE REQUIRED AS PART OF THIS PROJECT. ALL ONSITE SEWERS SHALL BE PRIVATE. PUBLIC SEWERS SHALL ONLY BE ALLOWED IN THE PUBLIC STREETS. ALL NEW SEWERS MUST MEET CCWRD DESIGN STANDARDS AND HAVE ADEQUATE CAPACITY AS DETERMINED BY CCWRD. RE-ROUTED SEWERS MUST HAVE CAPACITY AT LEAST EQUAL TO THE EXISTING SEWER PLUS ANY NET ADDITIONAL FLOWS RESULTING FROM THE PROPOSED PROJECT. DEDICATION OF PROCYON STREET R-O-W REQUIRED. THE DISTRICT HAS NO OBJECTION TO THE USE PERMIT	
4	UC-1127-07 (ET-0166-10) Holdover	CIVIL IMPROVEMENT PLANS TO BE SUBMITTED TO CCWRD FOR REVIEW AND APPROVAL SHOWING THE LOCATION OF ALL TRANSMISSION STRUCTURES.	
5	VS-1025-08 (ET-0198-10)	NO OBJECTION	
6	UC-1026-08 (ET-0196-10)	NO COMMENT	
7	WT-1027-08 (ET-0197-10)	NO COMMENT	
8	UC-0287-09 (ET-0217-10)	PROPERTY ALREADY CONNECTED TO THE CCWRD SEWER SYSTEM.	
9	ZC-1313-02 (ET-0222-10)	CCWRD WILL REQUIRE ESTIMATED WASTEWATER FLOW RATES FROM ALL PHASES OF THE PROPOSED PROJECT AT BUILD-OUT BEFORE SEWER POINT-OF-CONNECTION CAN BE	

**WEDNESDAY  
BOARD OF COUNTY COMMISSIONERS AGENDA  
FEBRUARY 16, 2011**

**RECOMMENDATIONS FROM: CLARK COUNTY WATER RECLAMATION DISTRICT**

ITEM #	APPLICATION #	COMMENTS	CONTACT NAME ELSA MERCENIER
		APPROVED. PLANS WILL NEED TO BE SUBMITTED TO OUR ENGINEERING DEPARTMENT	
10	ZC-1313-02 (ET-0224-10)	CCWRD WILL REQUIRE ESTIMATED WASTEWATER FLOW RATES FROM ALL PHASES OF THE PROPOSED PROJECT AT BUILD-OUT BEFORE SEWER POINT-OF-CONNECTION CAN BE APPROVED. PLANS WILL NEED TO BE SUBMITTED TO OUR ENGINEERING DEPARTMENT.	
11	ZC-0865-04 (ET-0225-10)	NO COMMENT	
12	UC-0623-10	PROPERTY ALREADY CONNECTED TO CCWRD SEWER LINES - ADDITIONAL CAPACITY AND CONNECTION FEES WILL NEED TO BE ADDRESSED.	
13	WS-0610-10	NO COMMENT	
14	WS-0625-10	NO COMMENT	
<b><u>ZONE CHANGES IN CONFORMANCE WITH THE LAND USE PLAN AND SUBDIVISION</u></b>			
15	ZC-0537-10	PLANS FOR REVIEW AND APPROVAL WILL NEED TO BE SUBMITTED TO OUR ENGINEERING DEPARTMENT. APPLICANT TO FIELD VERIFY SHALLOW SEWER MANHOLE ELVATIONS ADJACENT TO SITE BEFORE SETTING FINISHED FLOOR ELEVATIONS.	
16 - Adam	ZC-0616-10	Comp w/TM-0094 APN: 009-21-501-004; 009-22-101-007	
17 - Adam	TM-0094-10	APN: 009-16-811-001; 009-21-501-004	
<b><u>NON-ROUTINE USE PERMITS AND WAIVER OF DEVELOPMENT STANDARDS</u></b>			
18	UC-0559-10	CIVIL IMPROVEMENT PLANS TO BE SUBMITTED TO THE CCWRD FOR APPROVAL.	

**WEDNESDAY**  
**BOARD OF COUNTY COMMISSIONERS AGENDA**  
**FEBRUARY 16, 2011**

RECOMMENDATIONS FROM: CLARK COUNTY WATER RECLAMATION DISTRICT

ITEM #	APPLICATION #	COMMENTS	CONTACT NAME ELSA MERCENIER
19	UC-0612-10	CITY OF LAS VEGAS SEWER LINES	
20	UC-0615-10	CITY OF LAS VEGAS SEWER LINES	
21	WS-0626-10	PROPERTY ALREADY CONNECTED TO THE CCWRD SEWER LINES	
<b><u>ORDINANCES – INTRODUCTION</u></b>			
22	ORD-0065-11		
23	ORD-0066-11		
24	ORD-0067-11		
25	ORD-0073-11		
26	ORD-0094-11		
<b><u>ORDINANCES – PUBLIC HEARING</u></b>			
27	ORD-0058-11		
28	ORD-0055-11		
29	Public Comments		

10-500094  
TR

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# CHICAGO TITLE

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3100 W. Sahara Ave., Suite 115, Las Vegas, NV 89102

## PRELIMINARY REPORT

Order No. 10900328

Slater Hanifan Group  
5740 S. Arville Street  
Suite 216  
Las Vegas, Nevada 89118  
Atten: Chelsea Peltier

Title Officer: Bonnie L. Blackburn  
3100 W. Sahara Ave.  
Las Vegas, NV 89102  
Phone Number: (702) 632-5900

### COYOTE SPRINGS VILLAGE 4

In response to the above referenced application for a policy of title insurance, Chicago Title Agency of Nevada, Inc., a Nevada Corporation, (Chicago Title) hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a California Land Title Association Standard Coverage form of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception below, or not excluded from coverage pursuant to the printed schedules, conditions and stipulations of said policy form.

This report (and any supplement or amendments thereto) is issued for the purpose of facilitating the issuance of a policy of title insurance.



Dated: December 2, 2010 at 7:30 AM

Bonnie L. Blackburn - Title Officer

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in:

Pardee Homes of Nevada, a Nevada corporation

The land referred to in this report is described as follows:

See Exhibit A attached hereto and made a part hereof

XX-022  
JA006900



PRELIMINARY REPORT  
Order No.:10900328

EXCEPTIONS - SECTION A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or the public records.
2. Any facts, rights, interests, or claims which are not shown by public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, whether or not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a),(b) or (c) are shown by the public records.

PRELIMINARY REPORT  
Order No.:10900328

EXCEPTIONS - SECTION B

The following are exceptions to Title:

1A. State, County and/or City taxes for the fiscal year 2010-2011 a lien in the total amount of \$10,047.49

First installment of \$2,511.88 due on or before August 16, 2010 - Paid  
Second installment of \$2,511.87 due on or before October 4, 2010 - Paid  
Third installment of \$2,511.87 due on or before January 3, 2011 - Not yet due  
Fourth installment of \$2,511.87 due on or before March 7, 2011 - Not yet due  
Parcel No. : 009-21-501-004  
Affects: Parcel 1

1B. State, County and/or City taxes for the fiscal year 2010-2011 a lien in the total amount of \$13,730.61

First installment of \$3,432.66 due on or before August 16, 2010 - Paid  
Second installment of \$3,432.65 due on or before October 4, 2010 - Paid  
Third installment of \$3,432.65 due on or before January 3, 2011 - Not yet due  
Fourth installment of \$3,432.65 due on or before March 7, 2011 - Not yet due  
Parcel No. : 009-16-811-001  
Affects: Parcel 2

2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the Office of the Clark County Assessor, per Nevada Statute 361.260.
3. Water rights, claims or title to water, whether or not shown by the public record.
4. Mineral rights, reservations, easements and exclusions in patent from the United States of America.  
Recorded : February 18, 2005 in Book 20050218  
Document No. : 02675, Official Records.

Subject to the terms, covenants, conditions and provisions as contained in the "Land Exchange Agreement" by and between Aerojet-General Corporation and United States of America, attached to and made a part of said Corrective Patent.

Paragraph No. 2 contained in the "Subject To" section of said Patent was removed by that certain "Release, Termination and Reconveyance of Right-of-Way"

Executed by : Overton Power District No. 5, a Nevada general improvement district  
Recorded : May 15, 2006 in Book 20060515  
Document No. : 05308, Official Records.

5. An Easement affecting said land and for the purposes stated herein, and incidental purposes  
In Favor of : Clark County  
For : perpetual avigation  
Recorded : May 02, 1994 in Book 940502  
Document No. : 00687, Official Records.  
And Re-recorded : May 11, 1994 in Book 940511  
Document No. : 01323, Official Records.

PRELIMINARY REPORT  
Order No.:10900328

6. The terms, covenants, conditions, provisions and easements as contained in an instrument, entitled "Memorandum of Agreement for Option, Purchase and Sale of Water Rights, Real Property and Easements" by and between Coyote Springs Investments, LLC and Southern Nevada Water Authority  
Recorded : May 27, 1998 in Book 980527  
Document No. : 01050, Official Records.  
And Re-recorded : June 09, 1998 in Book 980609  
Document No. : 01998, Official Records.

Amendment to Memorandum of Agreement for Option, Purchase and Sale of Water Rights, Real Property and Easements  
Recorded : March 18, 2008 in Book 20080318  
Document No. : 03767, Official Records.

7. The terms, covenants, conditions, provisions and easements as contained in an instrument, entitled "Grant of Easement Agreement (One Acre Exclusive Use Easements)", by and between Coyote Springs Investment, LLC, Harrich Investments, LLC and Southern Nevada Water Authority  
Recorded : May 27, 1998 in Book 980527  
Document No. : 01053, Official Records.  
(Future Well Sites)

Amendment to Grant of Easement Agreement (One Acre Exclusive Use Easements)  
Recorded : March 18, 2008 in Book 20080318  
Document No. : 03766, Official Records.

8. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Grant of Easement Agreement (General Easement)", by and between Coyote Springs Investment, LLC, Harrich Investments, LLC and Southern Nevada Water Authority  
Recorded : May 27, 1998 in Book 980527  
Document No. : 01054, Official Records.

Amendment to Grant of Easement Agreement (General Easement)  
Recorded : March 18, 2008 in Book 20080318  
Document No. : 03765, Official Records.

9. The terms, covenants, conditions, and provisions as contained in an instrument entitled "Restrictive Covenants Running with the Land"  
Recorded : June 20, 2000 in Book 20000620  
Document No. : 00602, Official Records.

10. An Easement affecting said land and for the purposes stated herein, and incidental purposes  
In Favor of : Clark County  
For : perpetual avigation  
Recorded : July 11, 2000 in Book 20000711  
Document No. : 02185, Official Records.

PRELIMINARY REPORT  
Order No.:10900328

11. Dedications and Easements as indicated or delineated on the Plat of said Parcel Map on file in File 98 of Parcel Maps, Page 27, Official Records, and Amended by the Plat of Amended Parcel Map on file in File 112 of Parcel Maps, Page 30, Official Records.

12. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Development Agreement", by and between Clark County and Coyote Springs Investment, LLC  
Recorded : April 28, 2003 in Book 20030428  
Document No. : 02990, Official Records.  
Affects : All Parcels

The terms, covenants, conditions and provisions as contained in an instrument, entitled "The Coyote Springs Development Agreement Including the First Amendment to the Development Agreement"  
Recorded : September 16, 2004 in Book 20040916  
Document No. : 04436, Official Records.

The terms, covenants, conditions and provisions as contained in an instrument, entitled "Coyote Springs Development Agreement - Code Section Update"  
Recorded : July 03, 2006 in Book 20060703  
Document No. : 01001, Official Records.

The terms, covenants, conditions and provisions as contained in an instrument, entitled "Coyote Springs Development Agreement - Code Section Update"  
Recorded : October 31, 2006 in Book 20061031  
Document No. : 02176, Official Records.

The terms, covenants, conditions and provisions as contained in an instrument, entitled "Coyote Springs Development Agreement - Code Section Update"  
Recorded : April 16, 2008 in Book 20080416  
Document No. : 02036, Official Records.

The terms, covenants, conditions and provisions as contained in an instrument, entitled "Coyote Springs Development Agreement - Code Section Update"  
Recorded : March 2, 2009 in Book 20090302  
Document No. : 01652, Official Records.

The terms, covenants, conditions and provisions as contained in an instrument, entitled "Residential Construction Tax Agreement"  
Recorded : June 9, 2009 in Book 20090609  
Document No. : 01182, Official Records.

The terms, covenants, conditions and provisions as contained in an instrument, entitled "Residential Construction Tax Agreement"  
Recorded : June 9, 2009 in Book 20090609  
Document No. : 01183, Official Records.

PRELIMINARY REPORT  
Order No.:10900328

13. An Easement affecting said land and for the purposes stated herein, and incidental purposes  
In Favor of : Clark County  
For : perpetual avigation  
Recorded : May 20, 2003 in Book 20030520  
Document No. : 03558, Official Records.
14. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Resolution of Intent to Reclassify Real Property"  
Recorded : June 11, 2003 in Book 20030611  
Document No. : 01415, Official Records.
15. Covenants, conditions and restrictions (but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons) in the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Coyote Springs Master Planned Community  
Recorded : March 31, 2005 in Book 20050331  
Document No. : 00744, Official Records.
- Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or Deed of Trust made in good faith and for value.
- The right to levy certain charges or assessments against said land which shall become a lien if not paid, as therein set forth  
Conferred upon: The Coyote Springs Master Unit Owner Association
- NOTE: COVENANTS, CONDITIONS AND RESTRICTIONS HAVE NOT YET BEEN ANNEXED FOR THE PROPERTY IN QUESTION.
16. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Memorandum of Pardee/CSI Builder Declarations" by and between Coyote Springs Investment LLC, a Nevada limited liability company and Pardee Homes of Nevada, a Nevada corporation  
Recorded : April 01, 2005 in Book 20050401  
Document No. : 02084, Official Records.
17. The terms, covenants, conditions, and provisions as contained in an instrument entitled "Restrictive Covenants Running with the Land"  
Recorded : April 14, 2005 in Book 20050414  
Document No. : 01323, Official Records.
18. Any rights, interest, or claims which may exist or arise by reason of a Record of Survey  
File : 154, of Surveys, Page 24  
Recorded : February 16, 2006 in Book 20060216  
Document No. : 03026, Official Records.

PRELIMINARY REPORT  
Order No.: 10900328

19. A Grant of Conservation Easement affecting a portion of said land for the purpose stated herein, and incidental purposes  
In Favor of : The Conservation Fund, a Maryland non-profit corporation  
Recorded : May 19, 2006 in Book 20060519  
Document No. : 03935, Official Records.  
And Re-recorded : May 26, 2006 in Book 20060526  
Document No. : 03136, Official Records.
- Amendment to Grant of Conservation Easement  
Recorded : March 14, 2008 in Book 20080314  
Document No. : 00681, Official Records.
20. Dedications and Easements as indicated or delineated on the Plat of said Parcel Map on file in File 112 of Parcel Maps, Page 64, Official Records.
21. The terms, covenants, conditions, and provisions as contained in an instrument entitled "Off-Site Improvements Agreement"  
Recorded : September 7, 2006 in Book 20060907  
Document No. : 03156, Official Records.
22. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Disclosure of Water and Sewer Infrastructure Surcharge"  
Recorded : January 3, 2007 in Book 20070103  
Document No. : 03256, Official Records.
23. A Grant of Temporary Access Easement affecting a portion of said land for the purpose stated herein, and incidental purposes  
In Favor of : Coyote Springs Charter Association, Inc., a Nevada non-profit corporation  
For : roadway and utility purposes  
Recorded : February 23, 2007 in Book 20070223  
Document No. : 01147, Official Records.
24. Dedications and Easements as indicated or delineated on the Plat of said Subdivision on file in File 113 of Parcel Maps, Page 54, Official Records.
25. Dedications and Easements as indicated or delineated on the Plat of said Subdivision on file in File 113 of Parcel Maps, Page 55, Official Records.
26. Dedications and Easements as indicated or delineated on the Plat of said Parcel Map on file in File 113 of Parcel Maps, Page 99, Official Records.
27. A Grant of Temporary Access Easement affecting a portion of said land for the purpose stated herein, and incidental purposes  
In Favor of : Coyote Springs Charter Community Association, Inc., a Nevada non-profit corporation  
For : temporary access easement  
Recorded : June 1, 2007 in Book 20070601  
Document No. : 04640, Official Records.

PRELIMINARY REPORT  
Order No.:10900328

28. An Easement affecting a portion of said land for the purpose stated herein, and incidental purposes  
In Favor of : Coyote Springs Water Resources General Improvement District  
For : underground lines  
Recorded : June 20, 2007 in Book 20070620  
Document No. : 01332, Official Records.
29. Dedications and Easements as indicated or delineated on the Plat of said Subdivision on file in Book 138 of Plats, Page 51, Official Records.
- Amended by a Certificate of Amendment recorded December 20, 2007, in Book 20071220 as Document No. 05601, of Official Records.
- Amended by a Certificate of Amendment recorded September 2, 2009, in Book 20090902 as Document No. 01430, of Official Records.
30. Dedications and Easements as indicated or delineated on the Plat of said Parcel Map on file in File 114 of Parcel Maps, Page 100, Official Records.
- Amended by Certificate of Amendment  
Recorded : April 18, 2008 in Book 20080418  
Document No. : 02021, Official Records.
31. A Grant of Temporary Easement affecting a portion of said land for the purpose stated herein, and incidental purposes  
In Favor of : Coyote Springs Charter Association, Inc., a Nevada non-profit corporation  
For : pedestrian access and landscape purposes  
Recorded : August 8, 2007 in Book 20070808  
Document No. : 03920, Official Records.
32. An Easement affecting a portion of said land for the purposes stated herein, and incidental purposes  
In Favor of : Clark County - Coyote Springs Water Resources General Improvement District  
For : water lines  
Recorded : October 4, 2007 in Book 20071004  
Document No. : 01676, Official Records.
33. The terms, covenants, conditions, and provisions as contained in an instrument entitled "Off-Site Improvements Agreement"  
Recorded : October 16, 2007 in Book 20071016  
Document No. : 00421, Official Records.
34. The terms, covenants, conditions, and provisions as contained in an instrument entitled "Off-Site Improvements Agreement"  
Recorded : October 16, 2007 in Book 20071016  
Document No. : 00422, Official Records.
35. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Resolution of Intent to Reclassify Real Property"  
Recorded : August 20, 2008 in Book 20080820  
Document No. : 0000061, Official Records.

PRELIMINARY REPORT  
Order No.:10900328

36. Dedications and Easements as indicated or delineated on the Plat of said Subdivision on file in Book 141 of Plats, Page 14, Official Records.

Amended by a Certificate of Amendment recorded January 6, 2009, in Book 20090106 as Document No. 03276, of Official Records.

37. Dedications and Easements as indicated or delineated on the Plat of said Parcel Map on file in File 117 of Parcel Maps, Page 8, Official Records.

38. Dedications and Easements as indicated or delineated on the Plat of said Parcel Map on file in File 117 of Parcel Maps, Page 2, Official Records.

39. Dedications and Easements as indicated or delineated on the Plat of said Parcel Map on file in File 117 of Parcel Maps, Page 10, Official Records.

40. Dedications and Easements as indicated or delineated on the Plat of said Parcel Map on file in File 117 of Parcel Maps, Page 18, Official Records.

41. Reservation of Easements in a Deed affecting a portion of said land for the purpose stated herein, and incidental purposes  
Recorded : May 24, 2007 in Book 20070524  
Document No. : 01384, Official Records.  
Affects: Parcel 2

42. Reservation of Easements in a Deed affecting a portion of said land for the purpose stated herein, and incidental purposes  
Recorded : February 4, 2010 in Book 20100204  
Document No. : 01390, Official Records.  
Affects: Parcel 1

43. Rights and claims of parties in possession by reason of unrecorded leases, if any, that would be disclosed by an inquiry of the parties, or by an inspection of said land.

44. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

45. This Preliminary Report is intended only as a solicitation of an offer to issue a CLTA policy of title insurance. It is not intended for any other purpose and the Company expressly disclaims all liability for any use or purpose other than as stated herein. The Company reserves the right to make further requirements or exceptions in the event issuance of a CLTA policy of title insurance is hereafter requested.



**PRELIMINARY REPORT**  
Order No.:10900328

46. Note: The last Document(s) purporting to transfer Title:  
Recorded : February 4, 2010 in Book 20100204  
Document No. : 01390, Official Records.  
Affects: Parcel 1

Note: The last Document(s) purporting to transfer Title:  
Recorded : May 24, 2007 in Book 20070524  
Document No. : 01384, Official Records.  
Affects: Parcel 2

Exhibit A

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1:

That portion of Township 13 South, Range 63 East M.D.M. described as follows:

Parcel One (1) of that certain Parcel Map on file in File 117 of Parcel Maps, Page 18, in the Office of the County Recorder of Clark County, Nevada.

PARCEL 2:

Lot Two (2) of COYOTE SPRINGS VILLAGE 4 TOWN SQUARE, as shown by map thereof on file in Book 141 of Plats, page 14, and amended by that certain Certificate of Amendment recorded January 6, 2009, in Book 20090106 as Document No. 03276 as recorded in the office of the County Recorder of Clark County, Nevada.

Effective Date: 5/1/2008

Fidelity National Financial, Inc.  
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures.

Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Effective Date: 5/1/2008

**Disclosure to Affiliated Companies** - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

**Disclosure to Nonaffiliated Third Parties** - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

**Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access to Personal Information/**

**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

**Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

10-500094  
CL

## Tentative Map Checklist

Date: \_\_\_\_\_ Application Number: \_\_\_\_\_ Planner: \_\_\_\_\_  
Subdivision Name: \_\_\_\_\_

**NOTE: The map must contain a legend indicating the purpose of all lines, symbols, and markings.**

Yes	No	N/A	Item
✓			A. Date of Preparation and the map scale (Scale shall not exceed 100 feet to 1 inch).
✓			B. The lettering shall be placed to read from the bottom right-hand side of the sheet. The north arrow shall be directed away from the reader.
✓			C. Names, addresses, and telephone numbers of owners of record, subdivider, and person or persons who prepared the map.
✓			D. Sufficient legal description of the land to describe the location, including a graphic exterior subdivision boundary, dimensions, and approximate acreage. (If streets are not dedicated, the map must be drawn to the centerline of the street)
✓			E. Location, names, present widths and improvements of adjacent streets. <u>Add DA reference</u>
✓			F. Lot corners of adjoining subdivisions or tracts, together with recording data of adjoining subdivisions and/or parcels by recorded deed reference.
✓			G. Location, names, proposed grades and widths of proposed streets and highways, as shown on the Plan and within the proposed subdivision, including street section drawings.
✓			H. Contour lines of the entire subdivision, having the following intervals: i. Two (2) foot contour intervals for ground slopes between level and forty percent (40%). ii. Five (5) foot contour intervals for ground slopes between forty percent (40%) and eighty percent (80%). iii. Ten (10) foot contour intervals for ground slopes exceeding eighty percent (80%). iv. If the slope exceeds twelve percent (12%), it must comply with hillside development regulations of Chapter 30.56 and show the limits of such slope.
✓			I. The width and location of all easements for drainage, sewage, public utilities, and other purposes.
✓			J. Radii of all curves.
✓			K. The lot layout, lot number, and approximate dimensions of each lot.
✓			L. A map indicating plans for development of the entire area if the proposed plat is a portion of a larger holding intended for subsequent development.
✓			M. The location and outline, to scale, of each building or other structure, within the proposed subdivision, noting whether or not each building or structure is to be removed or remain in the development of the subdivision, and other physical features which would influence the layout or design.
✓			N. Location of areas subject to inundation of storm water overflow, and the location, widths, and direction of flow of all watercourses and proposed storm water drainage and facilities, and also depicting limits of the 100 year flood plain.
✓			O. Location and size of existing culverts, drain pipes, watercourses, natural drainage channels and their relocation, if proposed.
✓			P. Sources and availability of water supply, proposed size and location of existing water mains, and proposed location of fire hydrants.
✓			Q. Proposed method of sewage disposal. Location and size of nearest main.
✓			R. Proposed use of property.
✓			S. Proposed sites to be reserved or dedicated for public parks, schools, playgrounds and/or other public uses.
✓			T. Proposed improvements and location, including any shared access.
✓			U. Location of sidewalks. (If detached, a vacation application must be either approved before or submitted concurrently with this tentative map).
✓			V. A vicinity or key map showing the relation of the subdivision to the area in which it is located.
✓			W. A statement regarding protective covenants and deed restrictions which the subdivider intends to enforce.
✓			X. Known, mapped or observable faults and fissures, as well as setback to any faults, or a statement related thereto.
✓			Y. All groundwater depths historically within 20 feet of the existing ground surface, or statement related thereto.
✓			Z. A statement indicating where the nearest water and sewer utility distribution systems proposed to be used are located.

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06/28/200

Yes	No	N/A	Common Interest Communities/ Subdivision in compliance with NRS 116.2109
		<input checked="" type="checkbox"/>	<b>NRS 116.2109 Plats and plans.</b> 1. Plats and plans are a part of the declaration, and are required for all common-interest communities except cooperatives. Each plat and plan must be clear and legible and contain a certification that the plat or plan contains all information required by this section. 2. Each plat must comply with the provisions of chapter 278 of NRS and show: (a) The name and a survey of the area which is the subject of the plat; (b) A sufficient description of the real estate; (c) The extent of any encroachments by or upon any portion of the property which is the subject of the plat; (d) The location and dimensions of all easements having a specific location and dimension which serve or burden any portion of the common-interest community; (e) The location and dimensions of any vertical unit boundaries and that unit's identifying number (i.e. cross section drawing of multi-story buildings); (f) The location with reference to an established datum of any horizontal unit boundaries not shown or projected on plans recorded pursuant to subsection 4 and that unit's identifying number; and (g) The location and dimensions of limited common elements, including porches, balconies and patios, other than parking spaces and the other limited common elements described in subsections 2 and 4 of NRS 116.2102. ..... see NRS 116.2109 for more info.....
<input checked="" type="checkbox"/>			<b>The following are required per 30.40</b> Lots meet minimum lot size for the zoning district.
<input checked="" type="checkbox"/>			Lot density to zoning
<input checked="" type="checkbox"/>			Open space
<input checked="" type="checkbox"/>			<b>The following are required per 30.52(1)(b)</b> Private streets and access easements greater than one hundred fifty (150) feet in length that serve more than 1 dwelling unit shall have a minimum width of 37 feet with a minimum 36 foot wide drivable surface and must terminate in a County-approved turnaround. (single family only) (NON-WAIVEABLE). Private streets and access easements less than one hundred fifty (150) feet in length that serve more than one dwelling unit up to a maximum of 6 dwelling units shall have a minimum width of 25 feet with a minimum 24 foot wide drivable surface. (single family only) (NON-WAIVEABLE). Private access easements serving only one (1) dwelling unit with no frontage on public or private streets shall have a minimum width of twenty (20) feet and need not terminate in a County-approved turnaround. (See figure 30.52-1).
<input checked="" type="checkbox"/>			<b>The following are required per 30.52-052</b> Streets shall not exceed one thousand five hundred (1,500) feet in length between intersections, except where topographical or other conditions require longer blocks, in which case the Fire Department shall be the approving authority. Wherever blocks are longer than one thousand (1,000) feet, pedestrian crosswalks of not less than five (5) feet in width shall be required where deemed essential for circulation and access to schools, playgrounds, shopping centers, and other community facilities. Streets with a County-approved turnaround shall not exceed five hundred (500) feet in length. Streets without a County-approved turnaround shall not exceed one hundred fifty (150) feet in length. Street intersections shall be off-set a minimum of one hundred twenty-five (125) feet (measured right-of-way line to right-of-way line).
<input checked="" type="checkbox"/>			<b>The following are required per 30.24, 30.52, 30.53, and 30.64</b> Lots must have legal access. Double frontage lots shall be avoided. Legality of Lot (lot of record; no remnant lots) Energy efficient design Drive aisles and driveways including dimensions (PUD or commercial)
<input checked="" type="checkbox"/>			Landscaping location, width, area, easement/common area (verify against previously approved land use application)
<input checked="" type="checkbox"/>			<b>Additional items of concern</b> Must meet all conditions of approval. Map must match previous site plan approval.

NOTE: Additional items may be required at the time of submittal if deemed necessary by Planning staff.



## Department of Comprehensive Planning Land Use Planning

500 S Grand Central Pky • Box 551744 • Las Vegas NV 89155-1744  
(702) 455-4314 • Fax (702) 455-3271

Nancy Lipski, Director

### NOTICE OF FINAL ACTION

February 25, 2011

SHG  
CHELSEA PELTIER  
5740 S ARVILLE ST #216  
LAS VEGAS, NV 89118

REFERENCE: TM-0094-10

On the date indicated above, a Notice of Final Action was filed with the Clark County Clerk, Commission Division, pursuant to NRS 278.0235 and marking the commencement of the twenty-five (25) day limitation period specified therein.

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of February 16, 2011 and was **APPROVED** subject to the conditions listed below and/or on the attached sheet. You will be required to comply with all conditions prior to the issuance of a building permit or a business license whichever occurs first.

Time limits to commence, complete or review this approval apply only to this specific application. A property may have several approved applications on it; each will have its own expiration date. It is the applicant's responsibility to keep the application current, and also provide a current contact name, address, and phone number to this department at the above address. This information must be submitted in writing with the application number referenced.

#### **CONDITIONS:**

##### **Major Projects - Planning**

- All applicable standard conditions for this application type.
- Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time; and that a final map for all, or a portion, of the property included under this application must be recorded within 4 years or it will expire.

##### **Public Works - Development Review**

- A separate waiver of development standards application will not be required for the street off-set that occurs at the intersection of Kirkhill Drive and Pickeridge Place because it is a stub street that will only access 2 lots;
- Drainage study and compliance;
- Construct full off-sites;
- Compliance with Coyote Springs Development Agreement.

##### **Building Division - Addressing**

- College Pines Avenue needs an approved suffix and cannot be Avenue.

BOARD OF COUNTY COMMISSIONERS  
SUSAN BRADER, Chair • STEVE BISOLAK, Vice-Chair  
LARRY BROWN • TOM COLLINS • CHRIS OLINCHUKLIAM • MARY BETH SCOW • LAWRENCE WHEENLY  
DONALD G. BURNETTE, County Manager

### TITLE 30 STANDARD CONDITIONS

IN ADDITION to staff comments and/or recommendations, all land use application approvals require conformance to the following standard conditions for each application type:

#### ALL APPLICATIONS:

1. Development of the property must conform to the plans as submitted with revisions as specified by the Board of County Commissioners and/or Planning Commission.

#### Administrative Design Review, Administrative Minor Deviation, Design Review, Special Use Permit, Variance, Waiver of Development Standards, and Zone Change:

1. Administrative Design Review, Design Review, Special Use Permit, Variance, or Waiver of Development Standards. The application will expire in two years at 5:00 p.m. on the expiration date unless the use or construction is commenced or unless a different time period is stated in the conditions of approval (holidays and weekends will not extend the expiration day). Any extension of time must be applied for prior to 5:00 p.m. on the expiration date.
2. Administrative Minor Deviation. This application will expire in two years at 5:00 p.m. on the expiration date unless construction is commenced or unless a different time period is stated in the conditions of approval (holidays and weekends will not extend the expiration day). No extensions of time are permitted.
3. Zone Change Not Subject to a Resolution of Intent. The zoning will not expire, nor will any associated applications (except tentative maps and vacation and abandonment applications), unless otherwise stated in the conditions of approval.
4. Zone Change Subject to a Resolution of Intent and any associated applications. The property owner must execute a resolution of intent and complete construction per Title 30, Section 30.16.060, including compliance with all conditions; otherwise, the application(s) will expire in three years at 5:00 p.m. on the expiration date (holidays and weekends will not extend the expiration day). Any extension of time must be applied for prior to 5:00 p.m. on the expiration date.
5. All conditions of approval, applicable state statutes, and local ordinances must be satisfied, including all applicable Building and Fire Code requirements, prior to recording a map or issuance of a building permit, certificate of occupancy, or business license, whichever is required.
6. All new construction requires building permits in accordance with all applicable Building and Fire Codes and submission of a plot and grading plan prepared by a registered professional civil engineer showing property lines, building locations, topography and such other data as required by the Department of Development Services.
7. If the property is located within one mile of the boundary of public sewage treatment facility, an odor easement must be executed with the Clark County Water Reclamation District.
8. All geologic hazards must be plotted on a plot plan, and habitable structures shall comply with the restrictions specified in all applicable Building and Fire Codes.
9. Drainage and/or traffic studies must be submitted and approved and all improvements must comply with the approved studies. Further, street and flood channel dedication and/or improvements will be required.
10. If the property is located in a flood zone, a drainage study must be submitted to and approved by the Regional Flood Control District prior to any permits being issued.
11. Fire hydrants must be provided in compliance with Fire Department specifications, and a three foot fire hydrant easement is required behind all street frontage lot lines. Waivers of street improvements do not waive fire hydrant requirements.
12. All necessary utility easements will be retained or reserved.
13. Mobile homes and/or manufactured housing require building permits before they are moved and inspection for the Nevada Safety Seal prior to occupancy.
14. Approval of this application does not constitute approval of a liquor or gaming license or any other County issued permit, license, or approval.
15. The Board of County Commissioners and/or the Planning Commission have no authority to grant, promise, or commit water service. Approval of this application does not constitute any commitment for water service or any commitment for priority status for future water service.



## **TITLE 30 STANDARD CONDITIONS**

### **Administrative Street Naming, Street Name Change, and Street Address System Change:**

1. Applicant is responsible for street name signs in accordance with Clark County Standards.

#### **Extensions of Time:**

2. Unless otherwise stated, the original expiration day continues to be in effect.
3. **Administrative Extension of Time.** The expiration date of an application may be extended to match the expiration date for a subsequent related application, building permit, or map. Administrative extensions will expire at 5:00 p.m. on the specified expiration date unless the use or construction is commenced (construction must be completed for zone change extensions) or unless a different time period is stated in the conditions of approval (holidays and weekends will not extend the expiration day). All administrative extensions must be applied for prior to 5:00 p.m. on the expiration date.
4. **Extension of Time Subject to a Hearing.** This application will expire at 5:00 p.m. on the expiration date unless the use or construction is commenced (construction must be completed for zone change extensions) or unless a different time period is stated in the conditions of approval (holidays and weekends will not extend the expiration day). All extensions must be applied for prior to 5:00 p.m. on the expiration date.
5. All conditions imposed on the original approval and any new conditions must be satisfied.

#### **Waiver of Conditions**

1. All original conditions of approval are still in effect unless waived or amended.

#### **Tentative/Final Map:**

2. **Tentative Map.** This application will expire at 5:00 p.m. in four years from the date on which the Board of County Commissioners and/or Planning Commission took action unless a **Final Map** is recorded on all or part of the subdivision (holidays and weekends will not extend the expiration day).
3. If the property is located within one mile of the boundary of public sewerage treatment facility, an odor easement must be executed.
4. All geologic hazards must be plotted on a plot plan, and habitable structures shall comply with the restrictions specified in all applicable Building and Fire Codes.
5. Drainage and/or traffic studies must be submitted and approved and all improvements must comply with the approved studies. Further, street and flood channel dedication and/or improvements may be required.
6. All necessary utility easements will be retained or reserved. The property owner(s) must execute a Resolution of Intent if required.
7. All conditions of approval, applicable state statutes, and local ordinances must be satisfied, including all applicable Building and Fire Code requirements prior to recording the **Final Map**.
8. Approval of this application does not constitute approval of a liquor or gaming license or any other County issued permit, license, or approval.
9. The Board of County Commissioners and/or the Planning Commission have no authority to grant, promise or commit water service. Approval of this application does not constitute any commitment for water service or any commitment for priority status for future water service.
10. Plotting or relinquishing all utility easements.
11. Post Office and Fire Department approval of all street names.
12. If applicable, all beneficiaries of record to sign a consent statement to record with the **Final Map**.

#### **Vacation and Abandonment:**

13. **Vacation and Abandonment.** This application will expire in two years at 5:00 p.m. on the expiration date (holidays and weekends will not extend the expiration day) unless all conditions of approval have been satisfied and an **Order of Vacation** is recorded by the County. Any extension of time must be applied for prior to 5:00 p.m. on the expiration date. Vacation of easements and/or rights-of-way must conform to the plans as submitted with revisions as specified by the Board of County Commissioners and/or Planning Commission.
14. Drainage and/or traffic studies must be submitted and approved, and all improvements must comply with the approved studies. Additionally, street and flood channel dedications and/or improvements will be required.
15. If the property is located in a flood zone, a drainage study must be submitted and approved by the Regional Flood Control District prior to any permits.
16. All necessary utility easements will be retained or reserved.

CLARK COUNTY DEPARTMENT OF COMPREHENSIVE PLANNING

OWNERSHIP/APPLICANT DISCLOSURE FORM

Application # TM-94-10 2-16-10 BCC DF

☐ Individual

Type of Business: ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other

Business Name (include d.b.a., if applicable): Pardee Homes of Nevada

Address:

650 White Drive

Suite 100

Las Vegas, Nevada 89119

Telephone:

702-614-1400

Disclosure of Ownership:

Except as noted below, business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Publicly traded corporations shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner.

Full Name

Title

Please see attached

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify under penalty of perjury, that all of the information provided herein is current, complete and accurate. I also understand that the Board will not take any action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

[Signature]  
Signature/Capacity

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Revised 9/1/10

UNANIMOUS ACTION OF THE BOARD OF DIRECTORS  
OF  
PARDEE HOMES OF NEVADA,  
a Nevada corporation,  
TAKEN WITHOUT A MEETING

The undersigned two (2) Directors, constituting all of the members of the Board of Directors of Pardee Homes of Nevada, a Nevada corporation, (the "Corporation"), acting as of June 21, 2005, without a meeting in accordance with Article III, Section 7 of the Corporation's By-Laws, hereby resolve as follows:

RESOLVED, that Klif D. Andrews, Vice President, acting alone, is hereby authorized, for and on behalf of this Corporation, to sign all manner of documentation pertaining to the acquisition, development, management and sale of real property, including, but not limited to, deeds, leases, recordable memoranda of agreements, escrow instructions, school mitigation agreements, cost sharing/reimbursement agreements, memoranda of understanding, purchase-and-sale agreements, development agreements, agency permits, maps, development applications, tolling agreements, and consultant contracts related to any of the foregoing (collectively, "Development Documentation") under which an obligation or series of obligations in an aggregate of not more than Five Hundred Thousand Dollars (\$500,000.00), net of interest and penalty fees, (a "Ceiling") is created, renewed, extended or otherwise modified;

FURTHER RESOLVED, that any two (2) officers of the Corporation from among the Corporation's President, Executive Vice Presidents, Senior Vice Presidents, and Vice Presidents, are hereby authorized, for and on behalf of this Corporation, to sign Development Documentation under which any obligation or series of obligations in an aggregate of not more than Ten Million Dollars (\$10,000,000.00), net of interest and penalty fees, (a "Ceiling") is created, renewed, extended or otherwise modified;

FURTHER RESOLVED, that any two (2) officers of the Corporation from among the Corporation's President, Executive Vice Presidents, Senior Vice Presidents and Klif D. Andrews (Vice President), are hereby authorized, for and on behalf of this Corporation, to sign Development Documentation under which any obligation or series of obligations in an aggregate of more than Ten Million Dollars (\$10,000,000.00), net of interest and penalty fees, (a "Ceiling") is created, renewed, extended or otherwise modified;

FURTHER RESOLVED, that either Dan Hale (Director of Community Development) or Jim Rizzi (Director of Community Development), acting alone, is hereby authorized, for and on behalf of this Corporation, to sign all manner of Development Documentation under which an obligation or series of obligations in an aggregate of not more than Two Hundred Fifty Thousand Dollars (\$250,000.00), net of interest and penalty fees, (the "Ceiling") is created, renewed, extended or otherwise modified;

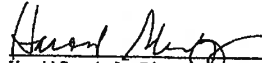
FURTHER RESOLVED, that a Ceiling shall not be deemed to pertain to any Development Documentation that merely implements a financial obligation, rather than creates, renews, extends or otherwise modifies a financial obligation, and that a Ceiling may not be circumvented by separating any one transaction into more than one transaction;

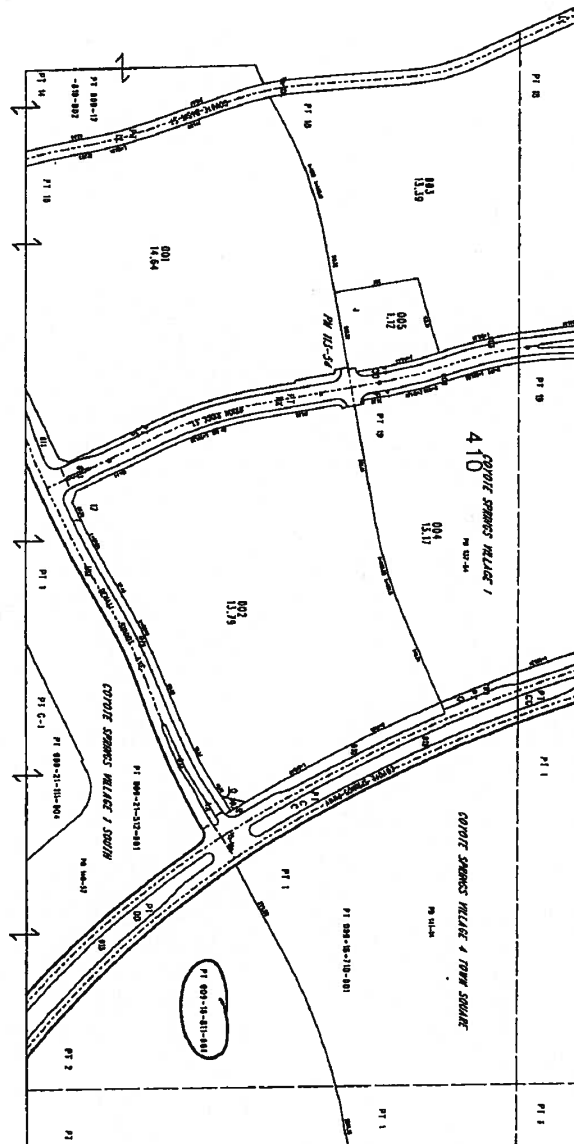
FURTHER RESOLVED, that no authorization granted hereinabove may be exercised after September 30, 2006; and

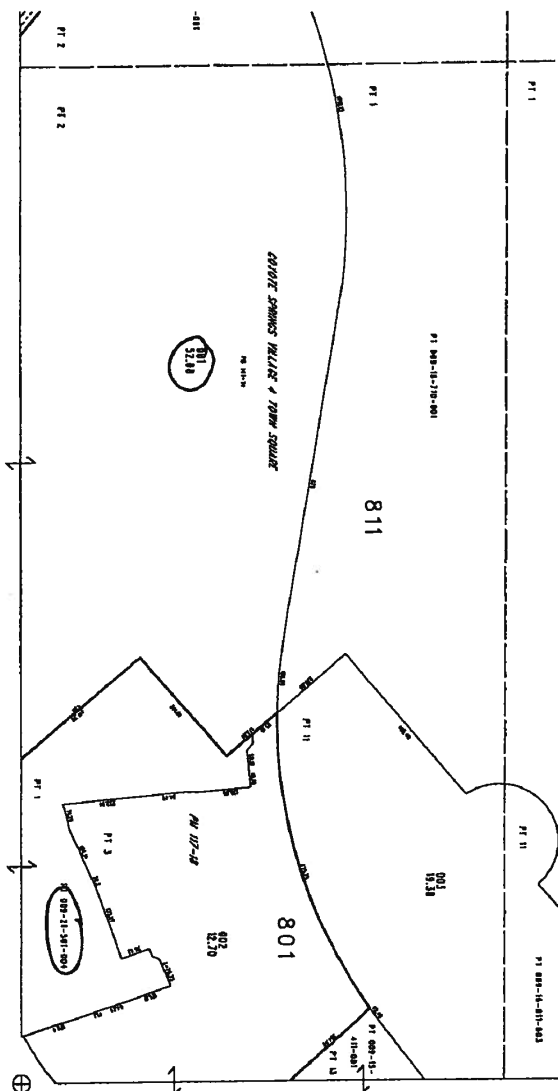
FURTHER RESOLVED, that the signing powers of Kliff D. Andrews (Vice President) and Dan Hale (Project Manager), as provided in those Unanimous Actions of the Board of Directors of the Corporation, acting as of October 22, 2004, are deemed superseded hereby.

The undersigned hereby consent to the foregoing Resolutions and direct that the Secretary of this Corporation file these Unanimous Actions of the Board of Directors, including this consent, with the Minutes of the proceedings of this Board of Directors and that said Resolutions shall have the same force and effect as if adopted at a regularly called and noticed meeting of the Board of Directors at which all of the undersigned were personally present.

  
Michael V. McGee, Director

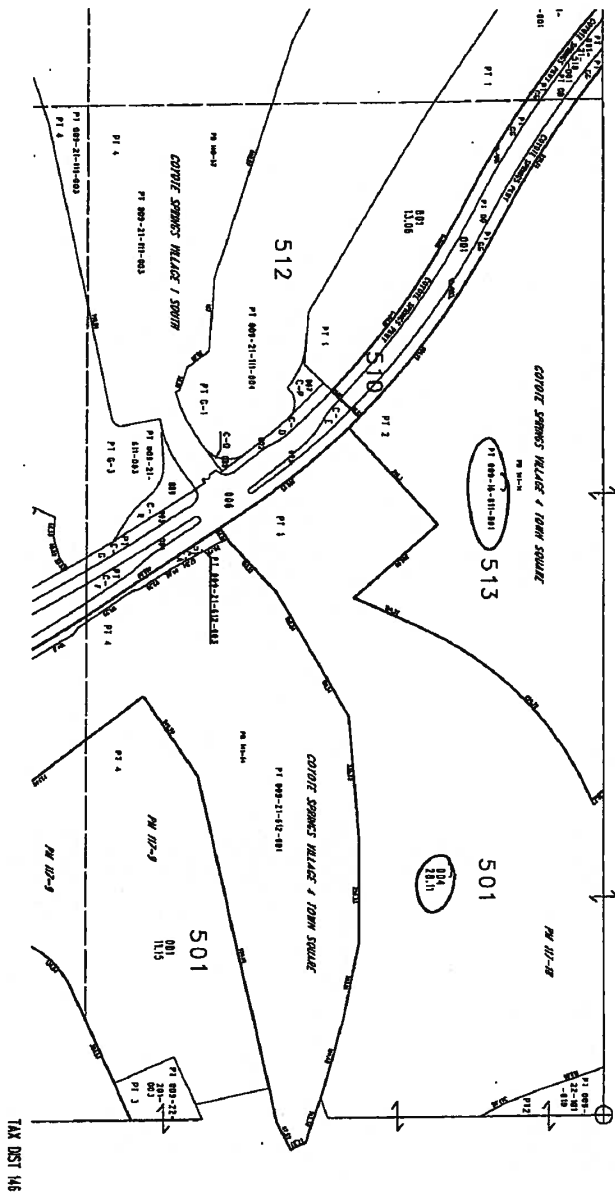
  
Harold Struck, Jr., Director

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TAX DIST 145

TH-94-10

[illegible]

**NOTES**

This map is for assessment use only and does not represent a survey. No liability is assumed for the accuracy of the data obtained from this map. The user assumes all responsibility for the use of the information shown on this map and for any action taken on the basis of the information shown. The map is compiled from official records, including surveys and deeds, and only contains the information required for assessment. See the recorded documents for more detailed legal descriptions.

MAP LEGEND	
21	PLANT GROWTH
22	ROAD REMAINS
23	ROAD EXISTENCE
24	ROAD CONCENTRAT
25	NON-PAVED (D) LANE
26	MATCH LINE / CLARK LANE
27	CLARK LANE
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02/16/11 BCC AGENDA SHEET

COYOTE SPRINGS VILLAGE 4  
(TITLE 30)

COYOTE SPRINGS PKWY/STATE RT 168  
(COYOTE SPRINGS)

APP. NUMBER/OWNER/DESCRIPTION OF REQUEST

**TM-0094-10 - PARDEE HOMES OF NEVADA:**

**TENTATIVE MAP** consisting of 332 single family residential lots, 1 out lot and common lots on 80.2 acres in an R-2 (Medium Density Residential) P-C (Planned Community Overlay District) Zone in Village 4 in the Coyote Springs Master Planned Community.

Generally located on the east side of Coyote Springs Parkway, 3,500 feet north of State Route 168 within the Northeast Planning Area. TC/rk/ml

---

**RELATED INFORMATION:**

**APN:**

009-16-811-001; 009-21-501-004

**LAND USE PLAN:**

NORTHEAST COUNTY - (COYOTE SPRINGS) - SINGLE FAMILY RESIDENTIAL

**BACKGROUND:**

**Project Description**

**General Summary**

- Site Acreage: 80.2
- Number of Lots: 332 lots/1 out lot/24 common elements
- Minimum/Maximum Lot Size: 4,937/ 14,747
- Density: 4.15
- Project Type: Single family residential

The plans depict a residential development totaling 332 single family lots, 1 out lot for future development, and 24 common area lots on 80.2 acres. The density of the overall development is shown at 4.15 dwelling units per acre. The lots range in size from 4,937 square feet to 14,747 square feet. The subdivision will be served by a 37 foot wide private street with a 4 foot wide sidewalk on one side of the street. Access will be taken from an entry street off Coyote Springs Parkway to the southwest and Denali Summit Avenue to the north. Landscaping is shown along the perimeter street frontage of the subdivision. Also shown on the plans is a common lot totaling approximately 53,750 square feet located at the eastern portion of the subdivision.

**Prior Land Use Requests**

Application Number	Request	Action	Date
ZC-0933-08	Reclassify a 0.1 acre portion of 125 acres from R-2 to C-2 and C-2 zoning to R-2 zoning.	Approved by BCC	November 2008
TM-0120-08	A map to subdivide this site into 389 lots on 91 acres	Approved by PC	October 2008
ZC-0278-08	Reclassify 99 acres to R-2 and C-2 zoning in Village 4 of the Coyote Springs Master Planned Community. Application also included a use permit to increase the number of model homes	Approved by BCC	June 2008
TM-0063-08	A map to subdivide a portion of this site into 18 model home lots and 5 larger buildable commercial lots in Village 4 of the Coyote Springs Master Planned Community	Approved by BCC	June 2008

**Surrounding Land Use**

	Planned Land Use Category	Zoning District	Existing Land Use
North	Major Development Project – Single Family Residential	R-U	Undeveloped
South	Major Development Project – Public Facilities	R-2	Golf Course
East	Major Development Projects – Commercial & Single Family Residential	C-2 & R-2	Undeveloped
West	Major Development Projects – Public Facilities & Single Family Residential	R-2	Golf Course & undeveloped residential

**Related Applications**

Application Number	Request
ZC-0616-10	To reclassify a 0.3 acre portion of this site from R-2 to C-2 zoning and C-2 to R-2 zoning is a companion item on this agenda.

**STANDARDS FOR APPROVAL:**

The applicant shall demonstrate that the proposed request meets the goals and purposes of Title 30.

**Analysis****Major Projects - Planning**

This request meets the tentative map requirements as outlined in Title 30.

**Staff Recommendation**

Approval is contingent upon approval of ZC-0616-10.

If this request is approved, the Board and/or Commission finds that the application is consistent with the standards and purpose enumerated in the Comprehensive Plan, Title 30, and/or the Nevada Revised Statutes.

**PRELIMINARY STAFF CONDITIONS:**

**Major Projects - Planning**

- All applicable standard conditions for this application type.
- Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time; and that a final map for all, or a portion, of the property included under this application must be recorded within 4 years or it will expire.

**Public Works - Development Review**

- Drainage study and compliance;
- Traffic study update and compliance;
- Construct full off-sites;
- Apply for waiver of development standards for a street offset;
- Compliance with Coyote Springs Development Agreement.

**Building Division - Addressing**

- College Pines Avenue needs an approved suffix and cannot be Avenue.

**TAB/CAC:**

**APPROVALS:**

**PROTESTS:**

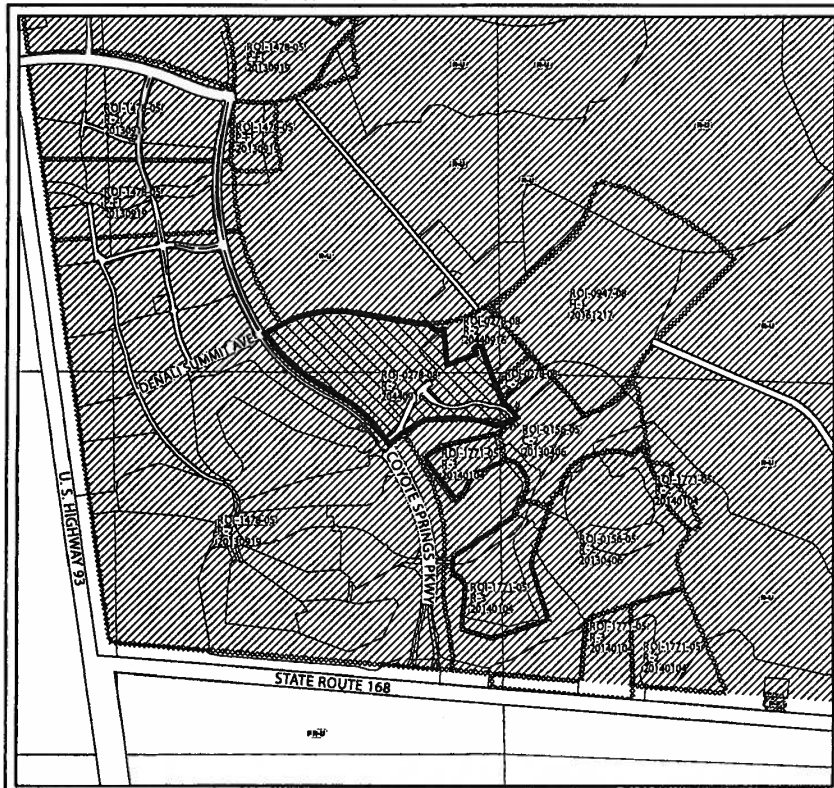
**APPLICANT:** Pardee Homes of Nevada

**CONTACT:** SHG, Chelsea Peltier, 5740 South Arville Street #216, Las Vegas, NV 89118

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COMMISSION AGENDA MAP  
CLARK COUNTY DEPARTMENT OF COMPREHENSIVE PLANNING

TM-0094-10



**APPLICATION NUMBER**  
TM-0094-10

**SUBJECT SECTION(S)**  
SEC16 T135 R63E  
SEC21 T135 R63E

**SCALE:** 1 INCH = 1500 FEET  
**MAP CREATED:** 03-15-01-12

273

**RESIDENTIAL DISTRICTS**

<b>SINGLE FAMILY</b>	<b>MULTIPLE FAMILY</b>
R-U	R-3
R-A	R-4
R-E	R-5
R-D	R-2
RUD	

**NON-RESIDENTIAL DISTRICTS**

<b>COMMERCIAL</b>	<b>SPECIAL</b>	<b>MANUFACTURING</b>
CRT	O-5	M-D
C-P	H-2	M-1
C-1	P-F	M-2
C-C	RVP	M-3
C-2	U-V	
C-3	W-1	
	T-C	

**OVERLAY ZONES**

MLZ

RHP

P-C

**OTHER**

Special/Access/Driveway Easements

Incorporated City

Power Lines, Ditch and Easement

Railroads

This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated herein.

17.2

XX-051  
JA006929

SUBDIVISION RECOMMENDATIONS  
Clark County Planning Commission

RL

DATE: 12/29/10 MAP #: TM 0094-10  
MAP NAME: Coyote Springs Village 4  
APN(S): 009-21-501-004 & 009-16-811-001  
LOCATION (cross streets): SR 168 & Coyote Springs Pkwy  
SECTION / TOWNSHIP / RANGE: NW 21.13.63  
PLANNER: RE EMAIL AND / OR FAX #: 455-3271

Please submit recommendations to Current Planning PRIOR TO AGENDA REVIEW on: 1/12/11  
This Tentative Map will be considered by the Planning Commission on: 2/16/11

NUMBER OF LOTS / UNITS:

COMMERCIAL/INDUSTRIAL \_\_\_\_\_  
PLANNED UNIT DEVELOPMENT \_\_\_\_\_  
SINGLE FAMILY RESIDENTIAL 333 lots  
COMPACT LOTS \_\_\_\_\_  
OTHER LOTS / UNITS \_\_\_\_\_  
3,500 Square Foot Lots \_\_\_\_\_  
6,000 Square Foot Lots \_\_\_\_\_  
7,000 Square Foot Lots \_\_\_\_\_  
20,000 Square Foot Lots \_\_\_\_\_  
\_\_\_\_\_ Square Foot Lots

COMMENTS: OK  
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- ☐ ADDRESSING / BUILDING DIVISION
- ☐ CC BUILDING DIVISION BMS
- ☐ CC FIRE DEPARTMENT
- ☐ CC HEALTH DEPARTMENT
- ☐ CC WATER RECLAMATION
- ☐ CC SCHOOL DISTRICT
- ☐ LV VALLEY WATER DISTRICT
- ☐ FIRE ALARM OFFICE
- ☐ REGIONAL TRANS. DISTRICT
- ☐ NV DIVISION WATER RESOURCES
- ☐ NV DIVISION ENVIRONMENTAL PROTECTION
- ☐ US POST OFFICE
- ☐ Century Link TELEPHONE COMPANY
- ☐ SW GAS COMPANY
- ☐ NV ENERGY
- ☐ COX COMMUNICATIONS
- ☐ CC TRAILS SCOTT HAGEN

PLEASE REFERENCE MAP NUMBER &  
MEETING DATE WHEN SUBMITTING  
RECOMMENDATIONS TO:

CLARK COUNTY CURRENT PLANNING  
500 South Grand Central Parkway  
P.O. Box 551841  
Las Vegas, NV 89155-1841

Jan 3 2 07 PM '11  
C.C. CURRENT PLANNING

SUBDIVISION RECOMMENDATIONS  
Clark County Planning Commission

DATE: 12/29/10 MAP #: TM 0098-10  
MAP NAME: Coyote Springs Village 4 2011 JAN -3 A 11:47  
APN(S): 009-21-501-004 & 009-16-811-001  
LOCATION (cross streets): SR 168 & Coyote Springs Pkwy  
SECTION / TOWNSHIP / RANGE: NW 21.13.63  
PLANNER: PK EMAIL AND / OR FAX #: 955-3271

Please submit recommendations to Current Planning PRIOR TO AGENDA REVIEW on: 1/12/11  
This Tentative Map will be considered by the Planning Commission on: 2/16/11

NUMBER OF LOTS / UNITS:

COMMERCIAL/INDUSTRIAL \_\_\_\_\_  
PLANNED UNIT DEVELOPMENT \_\_\_\_\_  
SINGLE FAMILY RESIDENTIAL 333 lots  
COMPACT LOTS \_\_\_\_\_  
OTHER LOTS / UNITS \_\_\_\_\_  
3,500 Square Foot Lots \_\_\_\_\_  
6,000 Square Foot Lots \_\_\_\_\_  
7,000 Square Foot Lots \_\_\_\_\_  
20,000 Square Foot Lots \_\_\_\_\_

\_\_\_\_\_ Square Foot Lots

COMMENTS: \_\_\_\_\_  
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- ☐ ADDRESSING / BUILDING DIVISION
- ☐ CC BUILDING DIVISION
- ☐ CC FIRE DEPARTMENT
- ☐ CC HEALTH DEPARTMENT
- ☐ CC WATER RECLAMATION
- ☐ CC SCHOOL DISTRICT
- ☐ LV VALLEY WATER DISTRICT
- ☐ FIRE ALARM OFFICE
- ☐ REGIONAL TRANS. DISTRICT
- ☐ NV DIVISION WATER RESOURCES
- ☐ NV DIVISION ENVIRONMENTAL PROTECTION
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- ☐ NV ENERGY
- ☐ COX COMMUNICATIONS
- ☐ CC TRAILS SCOTT HAGEN

PLEASE REFERENCE MAP NUMBER &  
MEETING DATE WHEN SUBMITTING  
RECOMMENDATIONS TO:

CLARK COUNTY CURRENT PLANNING  
500 South Grand Central Parkway  
P.O. Box 551841  
Las Vegas, NV 89155-1841



## STATE OF NEVADA

Department of Conservation & Natural Resources

DIVISION OF ENVIRONMENTAL PROTECTION

Brian Sandoval, Governor

Leo M. Drozdoff, P.E., Director

Colleen Cripps, Ph.D., Acting Administrator

### MEMORANDUM

Date: January 4<sup>th</sup>, 2011

To: Clark County Current Planning  
500 South Grand Central Parkway  
P.O. Box 551841  
Las Vegas, NV 89155-1841

From: Heidi Tartan, Bureau of Water Pollution Control

Re: Map Name: Coyote Springs Village 4  
Map #: TM-0084-10  
Meeting Date: February 16<sup>th</sup>, 2011

The Division of Environmental Protection (Division) has received the above referenced subdivision and cannot consider this tentative map subdivision with regard to water pollution and sewage disposal in accordance with the Nevada Water Pollution Control Law. Below are the reasons cited:



No fees have been submitted with the tentative map.

NAC 445A.342 Fees for review of tentative and final maps. (NRS 445A.425, 445A.430) 1. A nonrefundable fee in an amount equal to \$100 plus \$1 for each lot included in the map must accompany each tentative map submitted to the Division for review pursuant to NRS 278.335. 2. A nonrefundable fee of \$50 must accompany each final map submitted to the Division for approval in accordance with NRS 278.327. 3. The Division shall not consider any such map which is submitted for review or approval without the applicable fee.



Not original signature and/or wet stamp of a Nevada professional engineer.

NAC 625.611 Plans and specifications submitted to public authority; Contents; stamps and signatures. (NRS 625.140, 625.565)

1. Plans submitted to a public authority must include:

(a) The name, address and telephone number of the firm which submits the plans;

(b) The name and location of the project for which the plans are submitted; and

(c) The date the plans were printed and a statement which indicates whether the plans are preliminary or final.

2. If the plans submitted to a public authority are:

(a) Original plans, each sheet of the plans must be dated, stamped and signed by the licensee who had responsible charge of the work indicated on the sheet;

(b) Copies of the original plans, the cover sheet and the first sheet for each discipline of engineering of the plans must be dated and stamped and include an original signature of the licensee who had responsible charge of the work indicated on the sheet; or

(c) Copies of original plans which have not been dated, stamped and signed, each sheet of the plans must be dated, stamped and signed by the licensee who had responsible charge of the work indicated on the sheet.

3. Each set of specifications submitted to a public authority must include a table of contents or cover sheet that:

(a) Indicates the discipline of engineering that is the source of each specification; and

(b) Contains the stamp of, and is signed and dated by, each licensee who had responsible charge of that discipline.

801 S. Stewart Street, Suite 4001 • Carson City, Nevada 89701 • p: 775.687.4670 • f: 775.687.5856 • ndep.nv.gov

Printed on recycled paper

XX-054  
JA006932



## MEMORANDUM

RICHARD MENDES  
General Manager

### CLARK COUNTY WATER RECLAMATION DISTRICT

---

TO: CLARK COUNTY PLANNING COMMISSION  
FROM: TIM GIBSON, SENIOR CIVIL ENGINEER *Tim Gibson*  
SUBJECT: TM-0094-10, 009-21-501-004 COYOTE SPRINGS VILLAGE 4  
DATE: JANUARY 7, 2011

---

The Clark County Water Reclamation District has reviewed the subject zoning action.

Sewer design will require full engineering review and evaluation. All sewers and public utility easements must meet CCWRD design standards.

CCWRD will require estimated wastewater flow rates from all phases of the proposed project at build-out before sewer point-of-connection can be approved.

CCWRD cannot sign final map until after CCWRD approval of civil improvement plans.

TG:em

XX-055  
JA006933

**Robert Kaminski**

---

**From:** Scott Hagen  
**Sent:** Thursday, December 30, 2010 11:25 AM  
**To:** Robert Kaminski  
**Subject:** TM-0094-10

**MEMORANDUM**

Department of Comprehensive Planning

---

**TO:** Rob Kaminski  
**FROM:** Scott Hagen  
**SUBJECT:** Tentative Map Review  
**DATE:** December 30, 2010

---

We reviewed the following tentative map and have determined there no related trail issues or requirements.

**Map:** TM-0094-10

**APN:** 009-21-501-004 et al

Scott Hagen  
Senior Planner  
Comprehensive Planning  
Clark County, NV 89155  
702-455-2273

12/30/2010

XX-056  
JA006934

SUBDIVISION RECOMMENDATIONS  
Clark County Planning Commission

DATE: 12/29/10 MAP #: TM 0094-10  
MAP NAME: Coyote Springs Village 4  
APN(S): 009-21-S01-004 & 009-16-R11-001  
LOCATION (cross streets): SR 168 & Coyote Springs Pkwy  
SECTION / TOWNSHIP / RANGE: NW 21.13.63  
PLANNER: RE EMAIL AND / OR FAX #: 955-3271

Please submit recommendations to Current Planning PRIOR TO AGENDA REVIEW on: 1/12/11  
This Tentative Map will be considered by the Planning Commission on: 2/16/11

NUMBER OF LOTS / UNITS:

COMMERCIAL/INDUSTRIAL \_\_\_\_\_  
PLANNED UNIT DEVELOPMENT \_\_\_\_\_  
SINGLE FAMILY RESIDENTIAL 333 lots  
COMPACT LOTS \_\_\_\_\_  
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7,000 Square Foot Lots \_\_\_\_\_  
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\_\_\_\_\_ Square Foot Lots

COMMENTS: \_\_\_\_\_  
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- ☐ ADDRESSING / BUILDING DIVISION
- ☐ CC BUILDING DIVISION
- ☐ CC FIRE DEPARTMENT
- ☐ CC HEALTH DEPARTMENT
- ☐ CC WATER RECLAMATION
- ☐ CC SCHOOL DISTRICT
- ☐ LV VALLEY WATER DISTRICT
- ☐ FIRE ALARM OFFICE
- ☐ REGIONAL TRANS. DISTRICT
- ☐ NV DIVISION WATER RESOURCES
- ☐ NV DIVISION ENVIRONMENTAL PROTECTION
- ☐ US POST OFFICE
- ☐ Century Link TELEPHONE COMPANY
- ☐ SW GAS COMPANY
- ☐ NV ENERGY
- ☐ COX COMMUNICATIONS
- ☐ CC TRAILS SCOTT HAGEN

PLEASE REFERENCE MAP NUMBER &  
MEETING DATE WHEN SUBMITTING  
RECOMMENDATIONS TO:

CLARK COUNTY CURRENT PLANNING  
500 South Grand Central Parkway  
P.O. Box 551841  
Las Vegas, NV 89155-1841

FILED

NOTICE OF FINAL ACTION

CLARK COUNTY ZONING COMMISSION. 2011 FEB 25 10 09 39  
9:00 A.M., WEDNESDAY, FEBRUARY 16, 2011

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**LEGAL NOTICE:** Following the final approval or denial of every action before the Planning Commission and/or the Board of County Commissioners, a letter indicating the action taken and the conditions under which any approval is granted will be sent to the correspondent address on the application submitted. The information herein will be filed with the Clark County Clerk, Commission Division, and serve as notice of final action for the purposes of NRS 278.0235 and mark the commencement of the twenty-five (25) day limitation period specified.

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**OPENING CEREMONIES**  
**Call To Order**

1. Approval of the Agenda After Considering Requests to Add, Hold, or Delete Items.
2. Approval of minutes.

Board of County Commissioners' Zoning Meeting minutes for 01/19/11.

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**ROUTINE ACTION ITEMS (3 - 17)** The following items may be considered in one hearing and in one motion. Any person representing an application who does not agree with the conditions recommended by staff and all applicable standard conditions for the application type, should request that the item be removed from this portion of the agenda and be heard separately when directed by the Board of County Commissioners. All remaining items are subject to the conditions listed on each agenda item and all applicable standard conditions for the application type.

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**EXTENSIONS OF TIME, USE PERMITS, AND WAIVERS OF DEVELOPMENT STANDARDS**

3. **UC-1632-06 (ET-0227-10) - DESERT INN PROCYON, LLC:**  
USE PERMITS SECOND EXTENSION OF TIME to commence the following: 1) an expansion of the Gaming Enterprise District; 2) a resort hotel consisting of 1,195 hotel rooms; 3) public areas including all casino areas, showrooms, live entertainment, shopping center, indoor and outdoor dining, entertainment, offices, meeting and convention, back-of-house, and parking structures; 4) increase the height of the high-rise tower; 5) kitchens within the rooms; 6) associated accessory and incidental commercial uses, buildings, and structures; and 7) deviations from development standards.  
DEVIATIONS for the following: 1) permit tandem/valet parking spaces; 2) encroachment into airspace; and 3) all other deviations as shown per plans on file.  
DESIGN REVIEWS for the following: 1) a resort hotel with high-rise towers; 2) water features; and 3) all other accessory and incidental buildings and structures on 6.5 acres in an H-1 (Limited Resort and Apartment) Zone in the MUD-1 Overlay District. Generally located on the north side of Spring Mountain Road and the east side of Valley View Boulevard within Paradise. SB/ar/ml

**APPROVED -**

**Current Planning**

- Until February 7, 2014 to commence;
- Certificate of Occupancy and/or business license shall not be issued without final zoning

CNTY01335

JA006936

inspection;

- All applicable standard conditions for this application type.
- Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time.

Public Works – Development Review

- Compliance with previous conditions.

4. **UC-1127-07 (ET-0166-10) - NEVADA POWER COMPANY, ET AL:**

HOLDOVER USE PERMITS FIRST EXTENSION OF TIME to commence the following: 1) electrical transmission lines; and 2) public utility structures including ancillary structures and facilities.

WAIVERS OF DEVELOPMENT STANDARDS for the following: 1) permit overhead power lines; and 2) encroachment into airspace.

DESIGN REVIEW for public utility structures (electrical transmission lines) including ancillary structures and facilities in an R-E (Rural Estates Residential) Zone, an R-4 (Multiple Family Residential - High Density) Zone, a U-V (Urban Village - Mixed Use) Zone, a P-F (Public Facility) Zone, a C-2 (General Commercial) Zone, an H-1 (Limited Resort and Apartment) Zone, and an M-1 (Light Manufacturing) Zone in the MUD-1 Overlay District. Generally located on the east and west sides of Industrial Road/Dean Martin Drive from Sahara Avenue running south to Flamingo Road, and running west along the north and south sides of Flamingo Road to a quarter mile west of Decatur Boulevard within Winchester, Paradise, and Spring Valley. CG/SB/gc/ml

**HELD - 03/02/11 - per the applicant.**

5. **VS-1025-08 (ET-0198-10) - HARMONY 19, LLC, ET AL:**

VACATE AND ABANDON FIRST EXTENSION OF TIME easements of interest to Clark County located between Huntington Cove Parkway and Ford Avenue, and between Fort Apache Road and Grand Canyon Drive, and a portion of right-of-way being Wigwam Avenue located between Fort Apache Road and Grand Canyon Drive in an R-3 (Multiple Family Residential) Zone, R-4 (Multiple Family Residential - High Density) Zone, and a C-2 (General Commercial) all in a P-C (Planned Community Overlay) Zone in the Rhodes Ranch Master Planned Community within Spring Valley and Enterprise (description on file). SB/rk/ed

**APPROVED –**

**Current Planning**

- Until December 3, 2012 to record;
- All applicable standard conditions for this application type.
- Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time; and that re-approvals by the utility companies are required.

Public Works – Development Review

- Compliance with previous conditions.

6. **UC-1026-08 (ET-0196-10) - HARMONY 19, LLC:**

USE PERMIT SECOND EXTENSION OF TIME to commence modified screening and development standards in conjunction with a single family residential subdivision.

DESIGN REVIEW for a single family residential subdivision on an 18.0 acre portion of 42.0 acres in an R-3 (Multiple Family Residential) P-C (Planned Community Overlay District) Zone in the Rhodes Ranch Master Planned Community. Generally located on the north side of Ford Avenue, 500 feet east of Grand Canyon Drive within Spring Valley. SB/rk/ml

**APPROVED –**

**Major Projects - Planning**

- Until December 31, 2011 to commence;
- All applicable standard conditions for this application type.
- Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time.

**Public Works – Development Review**

- Compliance with previous conditions.

7. **WT-1027-08 (ET-0197-10) - HARMONY 19, LLC:**

WAIVER SECOND EXTENSION OF TIME to commence modified improvement standards for a residential development on an 18.0 acre portion of 42.0 acres in an R-3 (Multiple Family Residential) P-C (Planned Community Overlay) Zone in the Rhodes Ranch Master Planned Community. Generally located on the north side of Ford Avenue, 500 feet east of Grand Canyon Drive within Spring Valley. SB/rk/ed

**APPROVED –**

**Major Projects - Planning**

- Until December 31, 2011 to commence;
- All applicable standard conditions for this application type.
- Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time.

**Public Works - Development Review**

- Developer must sign a grading agreement and provide proof of a \$5 million insurance policy;
- Compliance with previous conditions.

8. **UC-0287-09 (ET-0217-10) - PETERSEN SOUTH DEVELOPMENT, LLC:**

USE PERMIT FIRST EXTENSION OF TIME to review outside storage to be stacked above the height of the screen wall in conjunction with an existing storage yard on 4.6 acres in an M-1 (Light Manufacturing) Zone. Generally located on the east side of Duneville Street, 300 feet north of Mesa Verde Lane within Enterprise. SS/co/ml

**HELD - 03/16/11 - for the applicant to return to the Enterprise Town Board meeting.**

9. **ZC-1313-02 (ET-0222-10) - NEVADA STATE BANK:**

ZONE CHANGE FIRST EXTENSION OF TIME to reclassify 39.2 acres from R-E (Rural Estates Residential) Zone to C-P (Office & Professional) P-C (Planned Community Overlay District) Zone and C-2 (General Commercial) P-C (Planned Community Overlay District) Zone for a commercial development in the Mountain's Edge Master Planned Community. Generally located on the west side of Rainbow Boulevard and the south side of Blue Diamond Road within Enterprise (description on file). SB/rk/ml

**APPROVED –**

**Major Project - Planning**

- Until December 6, 2016 to complete;
- All applicable standard conditions for this application type.
- Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time.

**Public Works – Development Review**

- Compliance with previous conditions.

10. **ZC-1313-02 (ET-0224-10) - OPAQUE LAND DEVELOPMENT, LLC:**

ZONE CHANGE FIRST EXTENSION OF TIME to reclassify 5.0 acres from R-E (Rural Estates Residential) Zone to C-2 (General Commercial) P-C (Planned Community Overlay District) Zone for future commercial development in the Mountain's Edge Master Planned Community. Generally located on the northeast corner of Rainbow Boulevard and Erie Avenue within Enterprise (description on file). SB/rk/ml

**APPROVED –**

**Major Project - Planning**

- Until December 6, 2016 to complete;
- All applicable standard conditions for this application type.
- Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time.

**Public Works – Development Review**

- Compliance with previous conditions.

11. **ZC-0865-04 (ET-0225-10) - MOUNTAIN'S EDGE, LLC:**

ZONE CHANGE FIRST EXTENSION OF TIME to reclassify 2.3 acres from R-E (Rural Estates Residential) Zone to R-2 (Medium Density Residential) P-C (Planned Community Overlay District) Zone for a single family residential development in the Mountain's Edge Master Planned Community. Generally located on the north side of Mountains Edge Parkway, 330 feet east of Rumrill Street within Enterprise (description on file). SB/rk/ml

**APPROVED –**

**Major Projects - Planning**

- Until December 6, 2016 to complete;
- All applicable standard conditions for this application type.
- Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time.

**Public Works – Development Review**

- Compliance with previous conditions.

12. **UC-0623-10 - TURNBERRY CENTRA SUB, LLC:**

USE PERMITS for the following: 1) a convenience store; 2) packaged beer and wine sales; and 3) packaged liquor sales in conjunction with an existing regional shopping center (Town Square) on 93.1 acres in an H-1 (Limited Resort and Apartment) (AE-65 & AE-70) Zone. Generally located on the southwest corner of Las Vegas Boulevard South and Sunset Road within Enterprise. SS/mk/ml

**APPROVED –**

**Current Planning**

- All applicable standard conditions for this application type.
- Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time; and that this application must commence within 2 years of approval date or it will expire.

13. **WS-0610-10 - METROFLAG CABLE, LLC:**

WAIVERS OF DEVELOPMENT STANDARDS for the following: 1) increase animated sign area; and 2) allow an increased number of animated signs for a commercial complex.

DESIGN REVIEW for a sign package for an existing pharmacy (Walgreens) in conjunction with a shopping center and a commercial complex on 3.0 acres in an H-1 (Limited Resort and Apartment) Zone in the MUD-1 Overlay District. Generally located on the east side of Las Vegas Boulevard South, 650 feet south of Harmon Avenue within Paradise. MBS/ar/ml

**APPROVED –**

**Current Planning**

- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection;
- All applicable standard conditions for this application type.
- Applicant is advised that off-premise signage is not permitted for any existing on-premise signs (freestanding, wall, and animated sign); any change in circumstances or regulations may be justification for the denial of an extension of time; and that this application must commence within 2 years of approval date or it will expire.

**14. WS-0625-10 - FAIRFIELD RESORTS, INC:**

WAIVERS OF DEVELOPMENT STANDARDS for the following: 1) increase the number of animated signs (existing); 2) increase the total area of animated signs (existing); and 3) reduce the separation between animated signs and residential development.

DESIGN REVIEW for 2 existing animated signs in conjunction with a hotel timeshare (Wyndham Vacation Resorts) on 9.2 acres in an H-1 (Limited Resort and Apartment) (AE-60) Zone in the MUD-1 Overlay District. Generally located on the east side of Koval Lane and the south side Harmon Avenue within Paradise. CG/mk/ml

**APPROVED –**

**Current Planning**

- Reduce luminance on the sign facing the residential properties;
- All applicable standard conditions for this application type.
- Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time; and that this application must commence within 2 years of approval date or it will expire.

**ZONE CHANGES IN CONFORMANCE WITH THE LAND USE PLAN AND SUBDIVISION**

**15. ZC-0537-10 - HAMIKA INVESTMENT PROPERTIES, INC., ET AL:**

ZONE CHANGE to reclassify 0.2 acres from R-1 (Single Family Residential) (RNP-III) Zone to C-1 (Local Business) Zone.

WAIVERS OF DEVELOPMENT STANDARDS for the following: 1) reduced parking; and 2) allow non-standard improvements within a right-of-way.

DESIGN REVIEW for a communication data center with ancillary office use on 2.5 acres in a C-1 (Local Business) Zone. Generally located between Sahara Avenue and Cincinnati Avenue, and between Marion Street and Louise Street within Sunrise Manor (description on file). CG/dg/ml

**APPROVED –**

**Current Planning**

- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection;
- All applicable standard conditions for this application type.
- Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time; and that this application must be completed within 3 years of approval date or it will expire.

**Public Works – Development Review**



- Drainage study and compliance;
- Traffic study and compliance, project may qualify for an exception to the traffic analysis with Public Works – Development Review Division approval;
- Construct full off-sites except no sidewalk on Cincinnati Avenue;
- Execute a License and Maintenance Agreement for any non-standard improvements within the right-of-way (landscaping instead of a sidewalk along Cincinnati Avenue);
- Right-of-way dedication to include the corner spandrels at the intersections of Louise Street and Cincinnati Avenue and Marion Street and Cincinnati Avenue.

16. **ZC-0616-10 - PARDEE HOMES OF NEVADA:**

ZONE CHANGE to reclassify a 0.3 acre portion of 44.7 acres from R-2 (Medium Density Residential) Zone and C-2 (General Commercial) P-C (Planned Community Overlay District) Zone to R-2 (Medium Density Residential) Zone and C-2 (General Commercial) P-C (Planned Community Overlay District) Zone for residential and commercial development in Village 4 in the Coyote Springs Master Planned Community. Generally located on the east side of Coyote Springs Parkway, 3,500 feet north of State Route 168 within the Northeast County Planning Area (description on file). TC/rk/ml

**APPROVED –**

**Major Projects - Planning**

- Until February 16, 2019 to complete;
- All applicable standard conditions for this application type.
- Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time.

**Public Works – Development Review**

- Drainage study and compliance;
- Construct full off-sites;
- Compliance with Coyote Springs Development Agreement.

17. **TM-0094-10 - COYOTE SPRINGS VILLAGE 4:**

TENTATIVE MAP consisting of 332 single family residential lots, 1 out lot and common lots on 80.2 acres in an R-2 (Medium Density Residential) P-C (Planned Community Overlay District) Zone in Village 4 in the Coyote Springs Master Planned Community. Generally located on the east side of Coyote Springs Parkway, 3,500 feet north of State Route 168 within the Northeast Planning Area. TC/rk/ml

**APPROVED –**

**Major Projects - Planning**

- All applicable standard conditions for this application type.
- Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time; and that a final map for all, or a portion, of the property included under this application must be recorded within 4 years or it will expire.

**Public Works – Development Review**

- A separate waiver of development standards application will not be required for the street off-set that occurs at the intersection of Kirkhill Drive and Pickeridge Place because it is a stub street that will only access 2 lots;
- Drainage study and compliance;
- Construct full off-sites;
- Compliance with Coyote Springs Development Agreement.

**Building Division – Addressing**

- College Pines Avenue needs an approved suffix and cannot be Avenue.

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**NON-ROUTINE ACTION ITEMS (18 - 29)** The following items will be considered separately. Any person representing an application should approach the podium as your item is announced. Anyone wishing to speak for or against an item should move to the first couple of rows and be prepared to speak when directed by the Board of County Commissioners.

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**USE PERMITS AND WAIVER OF DEVELOPMENT STANDARDS**

18. **UC-0559-10 - JEFFERY L. AND DIANE E. BURGER REVOCABLE TRUST, ET AL:**  
USE PERMIT for a wood processing and distribution facility in the APZ-1 Zone.  
WAIVER OF DEVELOPMENT STANDARDS to waive off-site improvements (including paving) along Betty Lane.  
WAIVER OF CONDITIONS of a zone change (ZC-0500-09) requiring a 6 foot high decorative block wall with the top 4 feet wrought iron with pilasters or a 6 foot high wrought iron fence for screening along Nellis Boulevard.  
DESIGN REVIEW for a new office and warehouse building, shade structure, parking lot, and landscaping in conjunction with a wood processing and distribution yard on 5.0 acres in an M-1 (Light Manufacturing) (AE-70) (APZ-1 & APZ-2) Zone. Generally located on the northeast corner of Nellis Boulevard and Cartier Avenue (alignment) within Sunrise Manor. TC/dg/ml  
  
**HELD - 03/02/11 - per Commissioner Collins.**
19. **UC-0612-10 - BHODHIYANA MEDITATION CENTER TRUST:**  
USE PERMIT for a place of worship.  
WAIVERS OF DEVELOPMENT STANDARDS for the following: 1) off-site improvements (including paving); 2) allow access to a local street; 3) trash enclosure; 4) commercial curb return driveway; 5) allow alternative buffer landscape requirements adjacent to a less intense use; 6) waive the requirement to screen existing mechanical equipment; and 7) allow an existing overhead power lines.  
DESIGN REVIEW for a place of worship on 1.0 acre in an R-E (Rural Estates Residential) Zone. Generally located on the east side of Westwind Road, 100 feet north of Doe Avenue within the Spring Valley Planning Area. LB/tc/ml  
  
**HELD - 03/02/11 - for the applicant to attend the Spring Valley Town Board meeting.**
20. **UC-0615-10 - KENT & BARBARA HOFSSOMMER:**  
USE PERMIT for a recreational facility.  
WAIVERS OF DEVELOPMENT STANDARDS for the following: 1) off-site improvements (including paving); 2) reduce parking; 3) commercial curb return driveway entrance; 4) trash enclosure; and 5) alternative landscaping.  
DESIGN REVIEW for a recreational facility (including weddings) on 4.2 acres in an R-E (Rural Estates Residential) (RNP-I) Zone. Generally located on the southeast corner of Severence Lane and Conquistador Street within Lone Mountain. LB/tc/ed  
  
**HELD - 06/22/11 - per the applicant. Applicant is advised that renotification fees are required.**
21. **WS-0626-10 - NEVADA CONSTRUCTION CLEAN UP, INC:**  
WAIVER OF DEVELOPMENT STANDARDS to appeal an administrative application for an extension of time for an off-site permit in conjunction with a materials recovery facility on 4.5

acres in an M-1 (Light Manufacturing) (AE-75) (APZ-1 & APZ-2) Zone. Generally located on the south side of Alto Avenue, 620 feet west of Nellis Boulevard within Sunrise Manor. TC/tc/ml

**HELD** - 03/16/11 - per staff.

#### **ORDINANCES - INTRODUCTION**

22. **ORD-0065-11:**  
An ordinance to amend the official zoning map reclassifying certain properties as approved by the Board of County Commissioners through various zone change applications on October 6, 2010.

**INTRODUCED** - public hearing 03/02/11.

23. **ORD-0066-11:**  
An ordinance to amend the official zoning map reclassifying certain properties as approved by the Board of County Commissioners through various zone change applications on October 20, 2010.

**INTRODUCED** - public hearing 03/02/11.

24. **ORD-0067-11:**  
An ordinance to amend the official zoning map reclassifying certain properties as approved by the Board of County Commissioners through various zone change applications on December 8, 2010.

**INTRODUCED** - public hearing 03/02/11.

25. **ORD-0073-11:**  
An ordinance to correct a portion of Ordinance 3927, to amend the official zoning map reclassifying certain properties as approved by the Board of County Commissioners for zone change applications for Assessor's Book 176.

**INTRODUCED** - public hearing 03/02/11.

26. **ORD-0094-11:**  
An ordinance to amend the official zoning map reclassifying certain properties as approved by the Board of County Commissioners through a various zone change application for Assessor's Book 164.

**INTRODUCED** - public hearing 03/02/11.

#### **ORDINANCES - PUBLIC HEARING**

27. **ORD-0058-11:**  
That the Board of County Commissioners consider an ordinance to modify the definition of Sex Club; and direct staff accordingly.  
An ordinance to amend Title 30, Chapter 30.08, Section 30.08.030 to modify the definition of sex club and providing for other matters properly related thereto.

**ADOPTED** - as amended.

28. **ORD-0055-11:**  
An ordinance to amend the official zoning map reclassifying certain properties as approved by the Board of County Commissioners through various zone change applications on November 3, 2010.

ADOPTED.

29. PUBLIC COMMENTS AND DISCUSSION  
COMMENTS BY THE GENERAL PUBLIC AND DISCUSSION:

No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on a future agenda.

## TITLE 29 STANDARD CONDITIONS

IN ADDITION to staff comments and/or recommendations, all land use application approvals require conformance to the following standard conditions for each application type:

### ALL APPLICATIONS:

1. Development of the property must conform to the plans as submitted with revisions as specified by the Board of County Commissioners and/or Planning Commission.

#### Administrative Design Review, Design Review, Use Permit, Variance, Waiver, and Zone Change:

1. **Administrative Design Review, Design Review, Use Permit, or Variance.** The application will expire in one year at 5:00 p.m. on the expiration date unless the use or construction is commenced or unless a different time period is stated in the conditions of approval (holidays and weekends will not extend the expiration day). Any extension of time must be applied for prior to 5:00 p.m. on the expiration date.
2. **Waiver of Off-Site Improvement Permit(s).** This application will expire in two years at 5:00 p.m. on the expiration date unless a different time period is stated in the conditions of approval (holidays and weekends will not extend the expiration day).
3. **Zone Change Not Subject to a Resolution of Intent.** The zoning will not expire, nor will any associated applications (except tentative maps and vacation and abandonment applications), unless otherwise stated in the conditions of approval.
4. **Zone Change Subject to a Resolution of Intent** and any associated applications. The property owner must execute a resolution of intent and complete construction per Section 29.04.080 of the Clark County Zoning Code, including compliance with all conditions; otherwise, the application(s) will expire in two years at 5:00 p.m. on the expiration date (holidays and weekends will not extend the expiration day). Any extension of time must be applied for prior to 5:00 p.m. on the expiration date.
5. All conditions of approval, applicable state statutes, and local ordinances must be satisfied, including all applicable Building and Fire Code requirements, prior to recording a map or issuance of a building permit, certificate of occupancy, or business license, whichever is required.
6. All new construction requires building permits in accordance with all applicable Building and Fire Codes and submission of a plot and grading plan prepared by a registered professional civil engineer showing property lines, building locations, topography and such other data as required by the Department of Development Services.  
If the property is located within one mile of the boundary of public sewage treatment facility, an odor easement must be executed with the Clark County Water Reclamation District.
8. All geologic hazards must be plotted on a plot plan, and habitable structures shall comply with the restrictions specified in all applicable Building and Fire Codes.
9. Drainage and/or traffic studies must be submitted and approved and all improvements must comply with the approved studies. Further, street and flood channel dedication and/or improvements will be required.
10. If the property is located in a flood zone, a drainage study must be submitted to and approved by the Regional Flood Control District prior to any permits being issued.
11. Fire hydrants must be provided in compliance with Fire Department specifications, and a three foot fire hydrant easement is required behind all street frontage lot lines. Waivers of street improvements do not waive fire hydrant requirements.
12. All necessary utility easements will be retained or reserved.
13. Mobile homes and/or manufactured housing require building permits before they are moved and inspection for the Nevada Safety Seal prior to occupancy.
14. Approval of this application does not constitute approval of a liquor or gaming license or any other County issued permit, license, or approval.
15. The Board of County Commissioners and/or the Planning Commission have no authority to grant, promise, or commit water service. Approval of this application does not constitute any commitment for water service or any commitment for priority status for future water service.

continued

CNTY01344

JA006945

## TITLE 29 STANDARD CONDITIONS

### Street Name, Street Name Change, and Street Address System Change:

1. Applicant is responsible for street name signs in accordance with Clark County Standards.

#### Extensions of Time:

1. Unless otherwise stated, the original expiration day continues to be in effect.
2. This application will expire at 5:00 p.m. on the specified expiration date unless the use or construction is commenced (construction must be completed for the zone change extensions) or unless a different time period is stated in the conditions of approval (holidays and weekends will not extend the expiration day). All extensions must be applied for prior to 5:00 p.m. on the expiration date.
3. All conditions imposed on the original approval and any new conditions must be satisfied.

#### Waiver of Conditions

1. All original conditions of approval are still in effect unless waived or amended.

#### Tentative/Final Map:

1. **Tentative Map.** This application will expire at 5:00 p.m. in four years from the date on which the Board of County Commissioners or Planning Commission took action unless a **Final Map** is recorded on all or part of the subdivision (holidays and weekends will not extend the expiration day).
2. If the property is located within one mile of the boundary of public sewerage treatment facility, an odor easement must be executed.
3. All geologic hazards must be plotted on a plot plan, and habitable structures shall comply with the restrictions specified in all applicable Building and Fire Codes.
4. Drainage and/or traffic studies must be submitted and approved and all improvements must comply with the approved studies. Further, street and flood channel dedication and/or improvements may be required.
5. All necessary utility easements will be retained or reserved. The property owner(s) must execute a Resolution of Intent if required.
6. If the **Final Map** requires approval by Planning Commission, drainage and traffic studies must be submitted and approved prior to Planning Commission approval.
7. If the **Final Map** requires approval by the Board of County Commissioners and its boundaries are located within a flood zone, a drainage study must be submitted and approved by the Regional Flood Control District prior to the **Final Map** being scheduled for consideration by the Board.
8. All conditions of approval, applicable state statutes, and local ordinances must be satisfied, including all applicable Building and Fire Code requirements prior to recording the **Final Map**.
9. Approval of this application does not constitute approval of a liquor or gaming license or any other County issued permit, license, or approval.
10. The Board of County Commissioners and/or the Planning Commission have no authority to grant, promise or commit water service. Approval of this application does not constitute any commitment for water service or any commitment for priority status for future water service.
11. Plotting or relinquishing all utility easements.
12. Post Office and Fire Department approval of all street names.
13. If applicable, all beneficiaries of record to sign a consent statement to record with the **Final Map**.

#### Vacation and Abandonment:

1. **Vacation and Abandonment.** This application will expire in two years at 5:00 p.m. on the expiration date (holidays and weekends will not extend the expiration day) unless all conditions of approval have been satisfied and an **Order of Vacation** is recorded by the County. Any extension of time must be applied for prior to 5:00 p.m. on the expiration date. Vacation of easements and/or rights-of-way must conform to the plans as submitted with revisions as specified by the Board of County Commissioners and/or Planning Commission.
2. Drainage and/or traffic studies must be submitted and approved, and all improvements must comply with the approved studies. Additionally, street and flood channel dedications and/or improvements will be required.
3. If the property is located in a flood zone, a drainage study must be submitted and approved by the Regional Flood Control District prior to any permits.
4. All necessary utility easements will be retained or reserved.

CNTY01345

JA006946

## TITLE 30 STANDARD CONDITIONS

IN ADDITION to staff comments and/or recommendations, all land use application approvals require conformance to the following standard conditions for each application type:

### ALL APPLICATIONS:

1. Development of the property must conform to the plans as submitted with revisions as specified by the Board of County Commissioners and/or Planning Commission.

### Administrative Design Review, Administrative Minor Deviation, Design Review, Special Use Permit, Variance, Waiver of Development Standards, and Zone Change:

1. **Administrative Design Review, Design Review, Special Use Permit, Variance, or Waiver of Development Standards.** The application will expire in two years at 5:00 p.m. on the expiration date unless the use or construction is commenced or unless a different time period is stated in the conditions of approval (holidays and weekends will not extend the expiration day). Any extension of time must be applied for prior to 5:00 p.m. on the expiration date.
2. **Administrative Minor Deviation.** This application will expire in two years at 5:00 p.m. on the expiration date unless construction is commenced or unless a different time period is stated in the conditions of approval (holidays and weekends will not extend the expiration day). No extensions of time are permitted.
3. **Zone Change Not Subject to a Resolution of Intent.** The zoning will not expire, nor will any associated applications (except tentative maps and vacation and abandonment applications), unless otherwise stated in the conditions of approval.
4. **Zone Change Subject to a Resolution of Intent and any associated applications.** The property owner must execute a resolution of intent and complete construction per Title 30, Section 30.16.060, including compliance with all conditions; otherwise, the application(s) will expire in three years at 5:00 p.m. on the expiration date (holidays and weekends will not extend the expiration day). Any extension of time must be applied for prior to 5:00 p.m. on the expiration date.
5. All conditions of approval, applicable state statutes, and local ordinances must be satisfied, including all applicable Building and Fire Code requirements, prior to recording a map or issuance of a building permit, certificate of occupancy, or business license, whichever is required.
6. All new construction requires building permits in accordance with all applicable Building and Fire Codes and submission of a plot and grading plan prepared by a registered professional civil engineer showing property lines, building locations, topography and such other data as required by the Department of Development Services.
7. If the property is located within one mile of the boundary of public sewage treatment facility, an odor easement must be executed with the Clark County Water Reclamation District.
8. All geologic hazards must be plotted on a plot plan, and habitable structures shall comply with the restrictions specified in all applicable Building and Fire Codes.
9. Drainage and/or traffic studies must be submitted and approved and all improvements must comply with the approved studies. Further, street and flood channel dedication and/or improvements will be required.
10. If the property is located in a flood zone, a drainage study must be submitted to and approved by the Regional Flood Control District prior to any permits being issued.
11. Fire hydrants must be provided in compliance with Fire Department specifications, and a three foot fire hydrant easement is required behind all street frontage lot lines. Waivers of street improvements do not waive fire hydrant requirements.
12. All necessary utility easements will be retained or reserved.
13. Mobile homes and/or manufactured housing require building permits before they are moved and inspection for the Nevada Safety Seal prior to occupancy.
14. Approval of this application does not constitute approval of a liquor or gaming license or any other County issued permit, license, or approval.
15. The Board of County Commissioners and/or the Planning Commission have no authority to grant, promise, or commit water service. Approval of this application does not constitute any commitment for water service or any commitment for priority status for future water service.

CNTY01346

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## TITLE 30 STANDARD CONDITIONS

### Administrative Street Naming, Street Name Change, and Street Address System Change:

1. Applicant is responsible for street name signs in accordance with Clark County Standards.

#### Extensions of Time:

2. Unless otherwise stated, the original expiration day continues to be in effect.
3. Administrative Extension of Time. The expiration date of an application may be extended to match the expiration date for a subsequent related application, building permit, or map. Administrative extensions will expire at 5:00 p.m. on the specified expiration date unless the use or construction is commenced (construction must be completed for zone change extensions) or unless a different time period is stated in the conditions of approval (holidays and weekends will not extend the expiration day). All administrative extensions must be applied for prior to 5:00 p.m. on the expiration date.
4. Extension of Time Subject to a Hearing. This application will expire at 5:00 p.m. on the expiration date unless the use or construction is commenced (construction must be completed for zone change extensions) or unless a different time period is stated in the conditions of approval (holidays and weekends will not extend the expiration day). All extensions must be applied for prior to 5:00 p.m. on the expiration date.
5. All conditions imposed on the original approval and any new conditions must be satisfied.

#### Waiver of Conditions

1. All original conditions of approval are still in effect unless waived or amended.

#### Tentative/Final Map:

2. Tentative Map. This application will expire at 5:00 p.m. in four years from the date on which the Board of County Commissioners and/or Planning Commission took action unless a Final Map is recorded on all or part of the subdivision (holidays and weekends will not extend the expiration day).
3. If the property is located within one mile of the boundary of public sewerage treatment facility, an odor easement must be executed.
4. All geologic hazards must be plotted on a plot plan, and habitable structures shall comply with the restrictions specified in all applicable Building and Fire Codes.
5. Drainage and/or traffic studies must be submitted and approved and all improvements must comply with the approved studies. Further, street and flood channel dedication and/or improvements may be required.
6. All necessary utility easements will be retained or reserved. The property owner(s) must execute a Resolution of Intent if required.
7. All conditions of approval, applicable state statutes, and local ordinances must be satisfied, including all applicable Building and Fire Code requirements prior to recording the Final Map.
8. Approval of this application does not constitute approval of a liquor or gaming license or any other County issued permit, license, or approval.
9. The Board of County Commissioners and/or the Planning Commission have no authority to grant, promise or commit water service. Approval of this application does not constitute any commitment for water service or any commitment for priority status for future water service.
10. Plotting or relinquishing all utility easements.
11. Post Office and Fire Department approval of all street names.
12. If applicable, all beneficiaries of record to sign a consent statement to record with the Final Map.

#### Vacation and Abandonment:

13. Vacation and Abandonment. This application will expire in two years at 5:00 p.m. on the expiration date (holidays and weekends will not extend the expiration day) unless all conditions of approval have been satisfied and an Order of Vacation is recorded by the County. Any extension of time must be applied for prior to 5:00 p.m. on the expiration date. Vacation of easements and/or rights-of-way must conform to the plans as submitted with revisions as specified by the Board of County Commissioners and/or Planning Commission.
14. Drainage and/or traffic studies must be submitted and approved, and all improvements must comply with the approved studies. Additionally, street and flood channel dedications and/or improvements will be required.
15. If the property is located in a flood zone, a drainage study must be submitted and approved by the Regional Flood Control District prior to any permits.
16. All necessary utility easements will be retained or reserved.

DB14  
CNTY01347

JA006948





# TENTATIVE MAP APPLICATION

## CLARK COUNTY COMPREHENSIVE PLANNING DEPARTMENT

SUBMITTAL REQUIREMENTS ARE LISTED ON BACK

APPLICATION TYPE		
<input type="checkbox"/> TENTATIVE MAP (TM)	<p>This section for planner use only</p> <p>DATE FILED <u>12/29/10</u> APPLICATION NUMBER <u>TM 0094.10</u></p> <p>PLANNER ASSIGNED <u>RK</u> TAB/CAC <u>Coyote Springs</u></p> <p>FEE <u>\$2,228.00</u> TAB/CAC MTG DATE <u>NA</u> TIME <u>      </u></p> <p>CHECK # <u>2627493</u> IPC MEETING DATE <u>2/16/11</u> TIME <u>      </u></p> <p>ACCEPTED BY <u>      </u> SCC MEETING DATE <u>↓</u> TIME <u>9:00 AM</u></p> <p>CIRCLE ONE: <del>NORTH</del> <u>Major Project</u> <del>SOUTH</del> ZONE / AE / RNP <u>R2</u></p> <p>COMMISSIONER <u>T.C.</u> PLANNED LAND USE <u>NEC MDP</u></p> <p>COMMUNITY DISTRICT: <u>      </u> SEC/TWP/RANGE: <u>11W 21.13.6R</u></p> <p>OVERLAY(S)? <u>      </u> TRAILS? Yes / No PFNA? Yes / No</p> <p>NOTES/REFERENCE FILES: <u>ZC0278-08</u> <u>ZC0616-10</u></p> <p><u>TM0063.08</u> <u>TM0120.08</u> <u>ZC0933.08</u></p>	
<input checked="" type="checkbox"/> TENTATIVE MAP MAJOR PROJECT		
<b>SUBMITTAL REQUIREMENTS</b> (See reverse for more information)		
<p><b>ALL MAIL FOR THIS APPLICATION SHOULD BE ADDRESSED TO:</b></p> <p>NAME: <u>Slater Hanifan Group - Attn: Chelsea Peltier</u></p> <p>ADDRESS: <u>5740 S. Arville St. # 216</u></p> <p>CITY: <u>Las Vegas</u> STATE: <u>NV</u> ZIP: <u>89118</u></p> <p>TELEPHONE: <u>702-284-5300</u> FAX: <u>702-284-5399</u></p> <p>CELL: <u>      </u> E-MAIL: <u>cpeltier@shg-inc.com</u></p>		
ASSESSOR'S PARCEL NUMBER(S): <u>009-21-501-004 and 009-16-811-001</u>		
PROPERTY ADDRESS and/or CROSS STREETS: <u>Coyote Springs Parkway</u>		
TENTATIVE MAP NAME: <u>Coyote Springs Village 4</u>		
TENTATIVE MAP #: <u>      </u>		
GROSS ACREAGE: <u>80.14</u>		
NUMBER OF LOTS: <u>773 res; common 24</u>		
GROSS DENSITY: <u>4.15</u>		

CLARK COUNTY COMPREHENSIVE PLANNING  
500 S. Grand Central Parkway, P.O. Box 551744, Las Vegas, NV 89155-1744  
PHONE: (702) 455-4314 FAX: (702) 455-3271

[www.ClarkCountyNV.gov](http://www.ClarkCountyNV.gov)

SUBDIVISION RECOMMENDATIONS  
Clark County Planning Commission

DATE: 12/29/10 MAP #: TM 0094-10  
MAP NAME: Coyote Springs Village 4  
APN(S): 009-21-501-004 & 009-16-811-001  
LOCATION (cross streets): SR 168 & Coyote Springs Pkwy  
SECTION / TOWNSHIP / RANGE: NW 21.13.63  
PLANNER: PK EMAIL AND/OR FAX #: 955-3271

Please submit recommendations to Current Planning PRIOR TO AGENDA REVIEW on: 1/12/11  
This Tentative Map will be considered by the Planning Commission on: 2/16/11

NUMBER OF LOTS / UNITS:

COMMERCIAL/INDUSTRIAL \_\_\_\_\_  
PLANNED UNIT DEVELOPMENT \_\_\_\_\_  
SINGLE FAMILY RESIDENTIAL 333 lots  
COMPACT LOTS \_\_\_\_\_  
OTHER LOTS / UNITS \_\_\_\_\_  
3,500 Square Foot Lots \_\_\_\_\_  
6,000 Square Foot Lots \_\_\_\_\_  
7,000 Square Foot Lots \_\_\_\_\_  
20,000 Square Foot Lots \_\_\_\_\_

\_\_\_\_\_ Square Foot Lots

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- ☐ ADDRESSING / BUILDING DIVISION
- ☐ CC BUILDING DIVISION
- ☐ CC FIRE DEPARTMENT
- ☐ CC HEALTH DEPARTMENT
- ☐ CC WATER RECLAMATION
- ☐ CC SCHOOL DISTRICT
- ☐ LV VALLEY WATER DISTRICT
- ☐ FIRE ALARM OFFICE
- ☐ REGIONAL TRANS. DISTRICT
- ☐ NV DIVISION WATER RESOURCES
- ☐ NV DIVISION ENVIRONMENTAL PROTECTION
- ☐ US POST OFFICE
- ☐ Century Link TELEPHONE COMPANY
- ☐ SW GAS COMPANY
- ☐ NV ENERGY
- ☐ COX COMMUNICATIONS
- ☐ CC TRAILS SCOTT HAGEN

PLEASE REFERENCE MAP NUMBER &  
MEETING DATE WHEN SUBMITTING  
RECOMMENDATIONS TO:

CLARK COUNTY CURRENT PLANNING  
500 South Grand Central Parkway  
P.O. Box 551841  
Las Vegas, NV 89155-1841

FINAL ACTION: It was moved by Commissioner Steve Sisolak that the application be approved, subject to the amended conditions as recommended by staff and listed below, with the following vote:

VOTING AYE: Susan Brager, Tom Collins, Larry Brown, Chris Giunchigliani, Steve Sisolak and Mary Beth Scow

VOTING NAY: NONE

ABSTAINING: NONE

ABSENT: Lawrence Weekly

CONDITIONS OF APPROVAL –

Major Projects - Planning

- Until February 16, 2019 to complete;
- All applicable standard conditions for this application type (see Title 29 and Title 30 Standard Conditions);
- Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time.

Public Works – Development Review

- Drainage study and compliance;
- Construct full off-sites;
- Compliance with Coyote Springs Development Agreement.

17. TM-0094-10 - COYOTE SPRINGS VILLAGE 4:

TENTATIVE MAP consisting of 332 single family residential lots, 1 out lot and common lots on 80.2 acres in an R-2 (Medium Density Residential) P-C (Planned Community Overlay District) Zone in Village 4 in the Coyote Springs Master Planned Community. Generally located on the east side of Coyote Springs Parkway, 3,500 feet north of State Route 168 within the Northeast Planning Area.

SUBJECT MATTER: In the matter of the aforementioned described application of Pardee Homes of Nevada (Coyote Springs Village 4) for a tentative map:

DISCUSSION: Following introduction of the item, staff advised that the second condition (as indicated on the ATTACHED agenda item) under Public Works should be deleted; and the fourth condition under Public Works should be deleted and replaced with a new condition to read as follows: "a separate waiver application will not be required for the street offset that occurs at the intersection of Kirkhill Drive and Pickeridge Place because it is a stub street that will only access two lots".

FINAL ACTION: It was moved by Commissioner Steve Sisolak that the

application be approved, subject to the amended conditions recommended by staff as listed below, with the following vote:

VOTING AYE: Susan Brager, Tom Collins, Larry Brown, Chris Giunchigliani, Steve Sisolak and Mary Beth Scow

VOTING NAY: NONE

ABSTAINING: NONE

ABSENT: Lawrence Weekly

CONDITIONS OF APPROVAL –

Major Projects - Planning

- All applicable standard conditions for this application type (see Title 29 and Title 30 Standard Conditions);
- Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time; and that a final map for all, or a portion, of the property included under this application must be recorded within four years or it will expire.

Public Works – Development Review

- A separate waiver of development standards application will not be required for the street off-set that occurs at the intersection of Kirkhill Drive and Pickeridge Place because it is a stub street that will only access two lots;
- Drainage study and compliance;
- Construct full off-sites;
- Compliance with Coyote Springs Development Agreement.

Building Division – Addressing

- College Pines Avenue needs an approved suffix and cannot be Avenue.

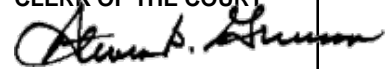
18. UC-0559-10 - JEFFRY L. AND DIANE E. BURGER REVOCABLE TRUST, ET AL:

USE PERMIT for a wood processing and distribution facility in the APZ-1 Zone.

WAIVER OF DEVELOPMENT STANDARDS to waive off-site improvements (including paving) along Betty Lane.

WAIVER OF CONDITIONS of a zone change (ZC-0500-09) requiring a 6 foot high decorative block wall with the top 4 feet wrought iron with pilasters or a 6 foot high wrought iron fence for screening along Nellis Boulevard.

DESIGN REVIEW for a new office and warehouse building, shade structure, parking lot, and landscaping in conjunction with a wood processing and distribution yard on 5.0 acres in an M-1 (Light Manufacturing) (AE-70) (APZ-1 & APZ-2) Zone. Generally located on the northeast corner of Nellis Boulevard and Cartier Avenue (alignment) within Sunrise Manor.



DISTRICT COURT  
CLARK COUNTY, NEVADA

JAMES WOLFRAM, )  
 )  
 PLAINTIFF, )  
 )  
 vs. ) CASE NO. A-10-632338-C  
 )  
 PARDEE HOMES OF NEVADA, )  
 )  
 ) **ORIGINAL**  
 )  
 )  
 DEFENDANT. )

**TRANSCRIPT**

**OF**

**PROCEEDINGS**

**VOLUME I**

BEFORE THE HONORABLE KERRY L. EARLEY

DISTRICT COURT JUDGE

HELD ON FRIDAY, DECEMBER 13, 2013

AT 8:30 A.M.

**APPEARANCES:**

For the Plaintiff: JAMES J. JIMMERSON, ESQ.  
JAMES M. JIMMERSON, ESQ.

For the Defendant: PATRICIA K. LUNDVALL, ESQ.  
AARON D. SHIPLEY, ESQ.

Reported by: Loree Murray, CCR No. 426

Loree Murray, CCR #426  
District Court IV

I N D E X**PLAINTIFFS'****PAGE****KLIF ANDREWS,**

Cross-Examination by Ms. Lundvall	3
Redirect Examination by Mr. J.J. Jimmerson	43
Recross-Examination by Ms. Lundvall	94

**JAMES J. JIMMERSON,**

Direct Examination by Mr. J.J. Jimmerson	98
Cross-Examination by Ms. Lundvall	108, 117

EXHIBITSIDENTIFIEDADMITTED**PLAINTIFFS'**

31	Copy of Billing Records	101	105
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1 LAS VEGAS, NEVADA, FRIDAY, DECEMBER 13, 2013

2 8:30 A.M.

3 \* \* \* \* \*

4 THE COURT: Good morning, counsel, good  
5 morning, Mr. Andrews.

6 MS. LUNDVALL: Good morning, your Honor.

7 MR. J.J. JIMMERSON: Good morning.

8 THE WITNESS: Good morning.

9 THE COURT: You're back up.

10 THE WITNESS: Let's do it.

11 THE BAILIFF: Have a seat, please.

12 THE CLERK: Do you want me to swear him in  
13 again, Judge?

14 THE COURT: No. We'll just remind you you're  
15 still under oath. You got sworn in yesterday, okay?

16 THE WITNESS: Thank you.

17 CROSS-EXAMINATION (RESUMED)

18 BY MS. LUNDVALL:

19 Q. Mr. Andrews, we left off talking about the  
20 tentative map that had been applied for in December of  
21 2010. I want to do a couple of follow-up questions, if  
22 I could, concerning that.

23 You identified that the purpose of any of the  
24 amendments dealing with the buyer's exchange and the  
25 seller's exchange were underlying the Eighth Amendment,

1 did you not?

2 A. Yes.

3 Q. It principally dealt with the water pressure  
4 zones?

5 A. Yes.

6 Q. And trying to deal with the downturn of our  
7 economy; is that right?

8 A. Correct.

9 Q. Did any of those changes have to do with  
10 trying to cheat Mr. Wolfram or Mr. Wilkes out of any  
11 commissions?

12 A. Not at all.

13 Q. Was the application of the tentative map you  
14 did designed to cheat Mr. Wolfram or Mr. Wilkes out of  
15 any commissions?

16 A. No.

17 Q. The tentative map that was presented out of  
18 this, was that what was referred to in your industry as  
19 a parcel map?

20 A. No.

21 Q. Explain for the Court what a parcel map is,  
22 please.

23 A. A parcel map is a legal document granted by  
24 the jurisdiction, in this case it would be Clark  
25 County. It's basically a tax record document and a,



1 and a vehicle to convey ownership.

2           So if you have a large parcel that, that --  
3 first of all, you know, the counties are tasked with  
4 creating legal ownership, and it's ancient law, but  
5 essentially, as land gets subdivided, it's subdivided  
6 by one form of map or another, and in our business,  
7 it's either a final, a final map or a residential map  
8 or its a parcel map.

9           And in the case of Coyote Springs, when we  
10 first bought it, it was bought into -- Harvey bought a  
11 30,000 acre parcel that was created by the United  
12 States Government, and we all, or ourselves and CSI,  
13 began breaking that 30,000 acre parcel down into  
14 smaller parcels, via parcel maps.

15           And so the parcel map process is a process  
16 where you apply for a parcel map with Clark County,  
17 Clark County requires that you show access via a legal  
18 right of way so you can never landlock another  
19 landowner. They need to make sure you've got proper  
20 title. There is a couple of other legal requirements  
21 they put on it, but the parcel map process is just a  
22 method to convey ownership. It doesn't give you any  
23 rights to build, doesn't give you any zoning, doesn't  
24 do any of those things, and they don't look for that.

25           Q.       And so those parcel maps then are maintained

1 by the County; is that correct?

2 A. That's correct. The County numbers them.  
3 They create them and they keep the documents.

4 Q. All right. And are they created, are they  
5 maintained both by the County assessor's office as well  
6 as the County recorder's office in light of you have  
7 indicated they use them for tax purposes?

8 A. That's correct, yes. It is one of the ways  
9 you can be assessed for taxes.

10 Q. All right. And the parcel numbers then that  
11 are ascribed or assigned then to a parcel map, who puts  
12 those on there?

13 A. The County does.

14 Q. So the County then is doing this as part of  
15 its process, correct?

16 A. Yes.

17 Q. The parcel, any of the exchange of land  
18 ownership, is that accomplished then principally  
19 through a deed?

20 A. Well, it's -- you would get a deed and a map.  
21 The map defined what the deed grants, essentially, so  
22 you need them both together.

23 Q. All right. So in other words then, for  
24 Pardee to be able to acquire ownership, it gets a deed;  
25 is that correct?

1           A.       We do.

2           Q.       And then for the County to be able to assess  
3 taxes against whoever is the owner of that land, they  
4 have to have a parcel map; is that correct?

5           A.       That's correct.

6           Q.       And the parcel numbers then are assigned and  
7 affixed then by the County?

8           A.       That's correct.

9           Q.       And all that is part of a public record?

10          A.       It is. And that's one of the ways we  
11 finalize our takedowns, so in the case of this  
12 transaction, it was always in flux, you know. We were  
13 making payments every month, so we never had an exact  
14 accounting. We never had the exact number of acres we  
15 had paid for, we always had a little more or a little  
16 less. In some cases, we had lot more or lot less,  
17 because we were in the process, we were paying every  
18 month, but we would catch up every few months. We  
19 would create another parcel map, record another deed,  
20 we would true it all up and keep this process going.

21          Q.       All right. But as you indicated, you were  
22 making payments though to Coyote Springs, correct?

23          A.       Correct.

24          Q.       And those payments were not contingent upon  
25 receiving, at the time you made the payment then,

1 something back?

2 A. That's correct. We, we were paying for the  
3 rights to buy the land. We had the ability to demand  
4 that CSI create the parcel map. We recorded a  
5 Memorandum of Option against the property, and that's  
6 one of the vehicles we used to protect ourselves, to  
7 make sure that we've always got a clear record of what  
8 rights we have.

9 Q. Okay. And you had indicated then that the  
10 obligation then for the original creation of the parcel  
11 map was CSI's?

12 A. Yes.

13 Q. And that parcel map then went to the County?

14 A. Correct.

15 Q. The County either accepted it or rejected it?

16 A. Correct.

17 Q. And then if it accepted it, it assigned a  
18 parcel number to it?

19 A. Yes.

20 Q. All that is a matter of public record?

21 A. Yes.

22 Q. All right. And the obligation by Pardee to  
23 make payments then to CSI, that was a matter of  
24 contract between Pardee and CSI, correct?

25 A. It was, but it was also recorded in the

1 Memorandum of Option against the land.

2 Q. All right. Describe that Memorandum of  
3 Option then to the Court and explain what its purpose  
4 was, please.

5 A. The purpose of the Memorandum of Option is to  
6 record an instrument against the land that shows we  
7 have rights to ongoing -- we don't own the land now,  
8 but we have the right to buy it in the future, and if  
9 we make payments, we have the right to basically tie up  
10 that title. It's just a way of preventing the  
11 landowner from selling those rights away from us. It  
12 basically clouds their title.

13 Q. All right.

14 A. With this Memorandum of Option.

15 Q. That Memorandum of Option then, was it  
16 required to be modified as different land acquisitions  
17 were being taken down?

18 A. It was never modified.

19 Maybe that's a technical question. I'm not  
20 an attorney, I don't know the full answer to that, but  
21 the point is that it's a recorded instrument. It's one  
22 of the things that the title company uses to track our  
23 options and to record every takedown, so we had regular  
24 title work that was recording our takedowns, our deeds,  
25 a very lucrative title contract.

1           Q.       All right. One last question then concerning  
2 this tentative map application made in December of  
3 2010. Maybe it's obvious by the title when it's  
4 described as a tentative map, but can there be changes  
5 then to that tentative map?

6           A.       Oh, sure.

7           Q.       What is it that makes it a final map?

8           A.       As I explained to Mr. Jimmerson yesterday, a  
9 whole lot of things. A final map is a very  
10 comprehensive instrument, and when the County grants a  
11 final map, because the final map would basically take  
12 that large 80 acre map and turn it into 332 legal lots,  
13 so they want to make sure every lot has access, has  
14 utility service, all those things, and so you have to  
15 have complete improvement plans, you have to  
16 demonstrate will serve from the utilities for the  
17 utilities to grant you service or will serve approval.  
18 You basically have to have the improvements built up to  
19 the parcel boundary.

20                   So the final map is a very large, expensive,  
21 and difficult thing.

22           Q.       The tentative map application process then  
23 that you began in December of 2010, have you reduced it  
24 to a final map?

25           A.       We have not. It, it, it will expire here in

1 a couple of months. And we -- I checked last night.  
2 We tentative mapped over a thousand lots at Coyote  
3 Springs. They've all expired. To our knowledge, this  
4 is the only map that hasn't expired, because it was the  
5 last one we did.

6 Q. All right. The final map then, would that  
7 express the final intent then between Pardee and CSI as  
8 to what the final use of that land is supposed to be?

9 A. Well, not between Pardee and CSI, it would be  
10 between Pardee and the County. CSI quit caring at that  
11 point.

12 Q. Even after you get a final map, is there a  
13 process by which market changes or something comes up  
14 in the future, and you can make application to amend  
15 the final map?

16 A. Certainly. We do that a lot.

17 Q. Let me start a little from ground zero.

18 You stated you had been working for Pardee  
19 for about 16 years; is that correct?

20 A. Yes.

21 Q. And can you identify to the Court a little  
22 bit about the position that you hold, what your job  
23 duties are, what your job responsibilities are, please?

24 A. Sure. As division president, I'm the senior  
25 executive in Nevada. Most of the people in my office

1 report to me one way or another. I oversee all of our  
2 development and home building.

3 I work for Jon Lash, and so I report to our  
4 corporate office in California, and essentially, I'm  
5 responsible for Pardee's operations in Nevada and for  
6 not screwing things up to the extent I can.

7 Q. All right. Can you very briefly describe to  
8 the Court then what your background is when it comes to  
9 land development?

10 A. Sure. My education was in business and in  
11 finance. I've been in development for 25 years, almost  
12 all of it in home building and land development.

13 I spent a few years as a financial analyst,  
14 and then I got into the project management side of it,  
15 which is dealing with all these maps and entitlements,  
16 land development issues, the agencies.

17 When I came to Pardee, I had a background as  
18 a project manager, and I got involved right away in  
19 Pardee's -- at the time Pardee had relatively large  
20 land holdings, and back then we would buy large pieces  
21 of land, development it over time, put our houses on it  
22 and sell, sell the land with, as we used to say, nicely  
23 decorated with the home.

24 Today we're much more of a home building  
25 operation. We're much lighter on land and we're much



1 more focused on building the houses, but we continue to  
2 be very active in land development.

3 I've got three senior guys working for me  
4 that are land development guys, two of them are civil  
5 engineers, the third is Mr. Rizzi. He's not a civil  
6 engineer, but he's very accomplished.

7 Pardee is taking the lead on a large land  
8 development project called Inspirada that's been in and  
9 out of Court and in and out of the papers, so my team,  
10 Jim Rizzi, is leading the development on that, even  
11 though we're only a small owner on it, because we have  
12 the development expertise to do it.

13 Q. You've also indicated as a preface that you  
14 were involved in the development Coyote Springs; is  
15 that right?

16 A. Oh, yeah. I was there from the very  
17 beginning, and for better or for worse, my fingerprints  
18 are all over it.

19 Q. All right. From this perspective, can you  
20 explain to the Court how it is that you became aware of  
21 any opportunities for Pardee at Coyote Springs?

22 A. Well, I can tell you, I can't tell you the  
23 date, but it was around 2004. I got a call from my  
24 receptionist who said that there is a gentleman named  
25 Mr. Whittemore in the office, and he wants to talk to

1 you. I said, He asked form? She said, No, he was  
2 asking for Jon Lash, so I went out, and it was  
3 Harvey Whittemore sitting by himself in the lobby.

4 And I knew of Harvey from a couple of trips  
5 I'd made up to the legislature. Obviously, at that  
6 time, he was pretty legendary, and I remember thinking  
7 it was astonishing. He sat there by himself. He had a  
8 little rental car out front, no entourage. I said,  
9 Harvey, I'm Klif Andrews, what are you doing? He said,  
10 I came to talk to you about Coyote Springs.

11 So we had a conference room right off our  
12 lobby area, so I brought him into the conference room  
13 and sat him down, and we exchanged conversation for a  
14 little while.

15 And I had known about Coyote Springs before,  
16 because one of my land development guys a number of  
17 years ago, a young guy named Joe Fleishaker went to  
18 graduate school with Rob Dirk, who was Harvey's right  
19 hand guy, they were both from the U.S.C. school of land  
20 planning, and Rob was working for Harvey getting Coyote  
21 Springs entitled, so Rob and my guy, Joe, took me out  
22 to lunch one day and took told me about Coyote Springs  
23 probably in about 2000 or 2001, and right then it was  
24 very forward looking. They had a lot of work ahead of  
25 them, and I said, Hey, when it's good, let me know if

1 you want to do something, I'm interested.

2           So Harvey came into my office on kind of a  
3 cold call, and we started to talk, and it was  
4 interesting to me at the time, because he didn't even  
5 know what he wanted to sell. And that was very much  
6 Harvey. Harvey is, Let's do a deal, any kind of deal,  
7 what kind of deal would you like to do, so it was just  
8 kind of funny.

9           You never get a piece of property that's this  
10 blank of a canvas, and I never will again. It was a  
11 pure blank canvas. It was desert, and that's what we  
12 started with.

13         Q.       Let me ask you a couple of questions then  
14 before I get into the blank canvas.

15           During that original meeting that you had  
16 with Mr. Whittemore when he came to your office, did he  
17 indicate that he was there at the direction or the  
18 behest or the instruction of Mr. Wolfram or Mr. Lash?

19         A.       No. He said --

20         Q.       Mr. Wilkes, I'm -- excuse me.

21         A.       No. As Harvey put it, he came to see us  
22 because Pardee was ahead of Pulte in the phone book.

23         Q.       It sounds like he was going down -- did he  
24 lead you to believe he was going down the list?

25         A.       Yeah. He said he had a handful of names, and

1 he was looking for companies that had financial  
2 wherewithal, that was very important to him. And  
3 again, he said he was interested in talking about what  
4 kind of a deal we could talk about. He wasn't even  
5 sure what it was he was trying to sell. And he knew of  
6 us from some of our political connections, for example  
7 Helen Foley, who was one of our lobbyists up in  
8 Carson City, and I don't know what else.

9 Q. All right. So from that, after you had that  
10 original meeting then with Mr. Whittemore, did you do  
11 some work or did you do some investigation then into  
12 the opportunities for Pardee at Coyote Springs?

13 A. Oh, yeah, yeah. We got right into it. And I  
14 met his team, and we started talking about what they  
15 had, and yet it was always kind of Harvey, the one man  
16 show. Harvey would keep doing it, he would show up at  
17 your office out of the blue, because he owned a house,  
18 what he called his team house, which was a couple  
19 blocks from my office, so, you know Harvey, you know  
20 what he's like, and he gets an idea, he's driving down  
21 the road, he would drive over to our office and pop in,  
22 so he and I began working that way.

23 And even John, he got involved with John  
24 fairly quickly, Jon Lash, out of our corporate office,  
25 but he would keep popping into our office and working.

1 Q. All right. Let me see if I can't restrict  
2 you to a time frame. In your recollection reaches this  
3 far, please let the Court know. If it doesn't, let me  
4 know that as well.

5 What I want to do is keep you in a time frame  
6 from when Mr. Whittemore first came to your office and  
7 when Mr. Lash may have gotten involved, and there's  
8 been reference made in this trial as to the all-hands  
9 meeting, a meeting where Mr. Wolfram was there,  
10 Mr. Wilkes was there, Mr. Lash was there,  
11 Mr. Whittemore was there, yourself, Mr. Rizzi, maybe a  
12 few other members of the CSI.

13 A. Mr. Rizzi probably wasn't hired at that  
14 point.

15 Q. Okay.

16 A. Right.

17 Q. So, but what I want to do is stick between  
18 those two time frames between the major meeting and  
19 then when Mr. Whittemore first came to your office.  
20 Was there involvement or was there research then that  
21 Pardee did into the opportunity at Coyote Springs?

22 A. Very much, yes. It was probably a minimum of  
23 a month. It might have been two months before that  
24 larger meeting, but I had met with Harvey several  
25 times. He and I and John got together on the phone. I

1 believe we got, we got together in L.A., I don't  
2 remember if it was before that meeting or after, but  
3 Harvey was traveling to L.A., and I met him there and  
4 some of his guys, and we talked to John.

5 Q. All right. So as a result of any of your  
6 preliminary work or meeting with Mr. Whittemore Pardee  
7 developed an interest in getting involved in Coyote  
8 Springs?

9 A. Yes. Yes.

10 Q. And why was it that Pardee was interested in  
11 the project at that point in time?

12 A. Well, I mean it was a great land opportunity  
13 for a large landholding in a place that land was  
14 getting very, very difficult to find. We were looking  
15 for opportunities outside of the Metro area where we  
16 could buy some, you know, land in Las Vegas at the time  
17 was selling for 5 to \$600,000 an acre, and we were  
18 looking for some cheaper land outside of Las Vegas  
19 where we could offer more economical homes, and Coyote  
20 Springs was an opportunity that kind of fit that.

21 And it's just at some level, professionally,  
22 anybody that's in this business, a project like Coyote  
23 is really exciting, because it's such a blank canvas.  
24 It becomes kind of a case study. Now it's a case study  
25 in a lot of ways, but in some level we all get excited

1 for technical reasons, and Coyote Springs was very,  
2 very intriguing.

3 Q. All right.

4 A. You're creating a town. There were no  
5 municipal services. Who's gonna deliver the water?  
6 Who's gonna deliver sewer? How do you get it done? It  
7 was very intriguing, and we got right into it with  
8 Harvey and his team.

9 Q. All right. You had indicated then at a later  
10 point in time then that there was this, what's been  
11 referred to as the all-hands meeting.

12 Do you know how that came about or any  
13 recollection about that?

14 A. I don't. It was kind of a formality. I  
15 don't think it was even that important.

16 Q. All right. Do you recall though Mr. Wolfram  
17 and Mr. Wilkes being in attendance at that meeting?

18 A. Yeah, I do.

19 Q. Did you try to kick them out of the office?

20 A. We did.

21 Q. Tell the Court why?

22 A. Well, they'll just gum up the process. We  
23 had already began working on a real technical level on  
24 a really complicated project. And like I said, a big  
25 part of what we were trying to figure out is what was

1 it we were trying to buy from Harvey, because he wanted  
2 us to buy all the land. He wanted us to be partners  
3 with him, what do we want.

4 And that was a bigger thing than it sounds  
5 like now, but you've got this blank canvas, how will  
6 Pardee participate out there, and it needed experts, it  
7 needed good engineering folks, good legal folks.

8 Our attorney, Steve Levy, is a very, very  
9 sharp land attorney. Harvey's guy, Carl was a very  
10 sharp guy. Harvey is a an extremely sharp guy, and we  
11 felt like we needed to sort through this stuff, and  
12 having extra people in the room that weren't parties to  
13 it at all didn't help anything.

14 Q. I take it at that meeting though somebody  
15 said, No, they're permitted or allowed to stay; is that  
16 right?

17 A. Yes.

18 Q. And you've learned then after that meeting  
19 though that there was a Commission Agreement that was  
20 entered into?

21 A. Yeah. I didn't know who they were.

22 Q. Okay. And after that meeting, did you see a  
23 need for them to participate in any of the subsequent  
24 negotiations between the Pardee representatives and the  
25 CSI representatives?



1           A.       No.

2           Q.       Was there anything about not needing them  
3 that had something to do with wanting to try to cheat  
4 them out of a commission?

5           A.       No. I deal with brokers really on a daily  
6 basis in my job today. Part of my position is I  
7 directly source land for Pardee in Las Vegas. I don't  
8 have a land acquisition guy, that's me, so I deal hands  
9 on with brokers the whole time I've been here. I still  
10 do.

11                   And also, the broker has a strong  
12 relationship with the seller. You can continue to rely  
13 on or they have some relationship with somebody to  
14 facilitate the deals. Once the deal comes together,  
15 the broker is only helpful if they're helpful or  
16 they're an obstacle, so you typically keep them out of  
17 the way. For example, why do they need to be on the  
18 phone when I call my own attorney on the draft  
19 contract? In some cases, we don't let them see the  
20 contract, okay, and part of it is because brokers are  
21 in the industry, they're out talking to everybody, and  
22 anything that they get from me they're gonna tell one  
23 of my competitors, and so we do try to limit the amount  
24 of information that we share with a broker.

25           Q.       All right. You said that across the course

1 of your career, in addition to working with Pardee,  
2 that you've worked with brokers across time; is that  
3 correct?

4 A. Yes. Yes. I continually do.

5 Q. And have you entered into commission  
6 agreements then with brokers concerning land  
7 acquisition?

8 A. We have. We don't always do it, sometimes we  
9 just do escrow instructions.

10 Q. You've had the opportunity to take a look at  
11 the Commission Agreement in this particular case?

12 A. I have, and it's typical. It was one that  
13 John wrote, I didn't write it. I wasn't even privy to  
14 the negotiation between John and Wilkes and Wolfram. I  
15 just saw it after it was done and I knew of it.

16 Q. All right. Can you characterize it to the  
17 Court as to whether or not you thought that Mr. Lash  
18 was being stingy or if you thought --

19 A. I told John a number of times that I don't  
20 know how they even ended up in this deal, but they're  
21 in it and it's there, and I thought it was generous of  
22 him, and to me it was a straightforward. And honestly,  
23 that's not unusual. I sometimes will call a broker  
24 into a deal if I've been working hard with them on  
25 something else and they've been working hard with me,

1 and, but that's it. I mean they're in the deal,  
2 they're in that contract. It's straightforward. That  
3 particular Commission Agreement is a straightforward  
4 agreement, but that's probably the biggest commission  
5 we've ever paid in Nevada. It's huge.

6 Q. All right. Was there anything you did as  
7 part of the development process, therefore, that was  
8 designed to try to cheat Mr. Wolfram or Mr. Wilkes out  
9 of any form of the commission that they were entitled  
10 to under the Commission Agreement?

11 A. Not at all, and as it relates to my  
12 activities, the contract was written -- the way we do  
13 these things as a big corporation, we approve these  
14 deals. We have a financial proforma, a financial model  
15 created. That's what everybody grades me by and my  
16 team, so everything that's in the proforma, the land  
17 price gets locked in.

18 Part of the land price is the commission,  
19 it's a given, so we just move forward, and now I'm  
20 trying to minimize all of our other costs which are, in  
21 this case it was hundreds of millions of dollars in  
22 development costs, and we invested over a hundred  
23 million dollar in land development in Coyote Springs,  
24 so the land improvements actually exceeded the price of  
25 the land that we have today, and the commission was,

1 I've said before I called it chump change. It was  
2 nothing.

3 Q. All right. When you talk about the  
4 development costs then exceeding the land acquisition  
5 costs, all of those development agreements were part of  
6 the negotiation between Pardee and CSI; is that  
7 correct?

8 A. Not reasonable. The development agreement we  
9 jointly negotiated with Clark County, so we kind of, I  
10 think you would say Clark County was the adversary. We  
11 and CSI were generally on the same side of things.

12 Q. But what I'm trying to say though is this,  
13 the duties as between whether CSI had a duty to do  
14 certain development obligations versus Pardee had  
15 obligations, those were developed, those were  
16 negotiated though between Pardee and CSI?

17 A. They were, but they were written into the  
18 land contracts between ourselves and CSI.

19 Q. So, for instance, if I take a look at the  
20 Option Agreement, what I'm also gonna see in there is  
21 division of duties between Pardee and CSI?

22 A. Very much so, and a lot of description about  
23 how we're going to do them, how we're gonna share in  
24 the cost, who was gonna take the lead in installing  
25 those improvements, etc.

1           Q.       All right. And any of the amendments that  
2 were made to the Amended and Restated Option Agreement,  
3 not only does it provide a reconciliation, but it also  
4 provides development details, do they not?

5           A.       Generally, yes.

6           Q.       All right. And in particular the Eighth  
7 Amendment creates -- has lots of development details,  
8 doesn't it?

9           A.       No the Eighth Amendment was all about  
10 development issues. That was the purpose of it.

11          Q.       Those development issues were the subject of  
12 confidentiality agreements?

13          A.       Yes.

14          Q.       And did Pardee have an understanding that it  
15 had a duty then to maintain the confidentiality of  
16 those issues?

17          A.       We did, and we asked CSI to be confidential  
18 about it as well.

19          Q.       All right. Now, let me take you back and  
20 talk to you a little bit about the blank canvas that  
21 you had. Describe to the Court then really what the  
22 status of the project was, and I'm interested in  
23 particularly from the mapping component at the time  
24 that you entered into the Option Agreement in 2004.

25          A.       Yeah, as I mentioned, it was an interesting

1 project, because it was a, such a blank canvas, I've  
2 said before it's by far the biggest project we've ever  
3 bought, and it had the simplest title report because it  
4 was a single parcel with a government patent, the  
5 United States of America. It's the cleanest title you  
6 can get. It's better than court, and so I think it was  
7 a four page title report covering 30,000 acres, because  
8 there were no parcel maps, there was no debt, it was a  
9 very clean piece of property, but nothing had been  
10 done.

11           And again, one of the things we wrestled with  
12 was where do we start, what can we even buy, because  
13 there's no parcels. We have to create parcels in order  
14 for us to get legal ownership, and in our business,  
15 that's always a big deal. If we're gonna pay someone  
16 \$10 million, \$2 million, whatever the number is, we  
17 want land in return. Yeah, we're buying rights, but we  
18 always want land, because land is security, and I  
19 continually do deals. I've done deals recently where  
20 I'm, I'm buying the rights to buy land, an option  
21 agreement, and yet we don't have enough parcels created  
22 that I can take the right number of acres to map up  
23 with my first payment, so I take a parcel over here and  
24 a parcel over here as security, and then we remap the  
25 whole thing to give me a single parcel over here that

1 matches what I paid for.

2           And I know this sounds confusing, but in our  
3 business, that's a very routine way of securing your  
4 right to buy land, with some kind of land.

5           Q.     At the time that Pardee entered into the  
6 Option Agreement, was that process that you've just  
7 described expected?

8           A.     Yes. We were going to work together on that  
9 process, but there were no parcel maps at the time.  
10 There was nothing to buy.

11          Q.     All right. And not only was it expected, did  
12 that actually happen?

13          A.     Yes.

14          Q.     All right. Were there certain issues that  
15 were going to -- and I'm interested now in what the  
16 major issues were, that were going to impact any of the  
17 boundaries, any of the specific boundaries that may  
18 have been designated through a parcel map?

19          A.     Yes. There were a number of entitlements  
20 that had to be perfected, and that was actually the  
21 reason for the first couple of amendments to the  
22 agreement. So, for example, on the entire westerly  
23 edge of the Coyote Springs 30,000 acre parcel that I  
24 mentioned, there was a 1,000 foot wide utility  
25 corridor. It existed as an easement. And if you drive

1 down 93 today, you will see, you know, big power lines  
2 on the side of the road.

3           In fact, there's a story there. Harvey said,  
4 I'm gonna ship that easement across the road onto  
5 federal land, and we said, How are you gonna do that?  
6 He said, I'm gonna do it with an act of Congress. Oh,  
7 right. We wrote it down on a checklist, Harvey is  
8 gonna get an act of Congress to move it off the  
9 property.

10           So we wanted to know whether or not we were  
11 going to be able to buy -- we wanted to be up against  
12 the highway, we didn't want to have this thousand foot  
13 strange gap full of high tension power lines and gas  
14 lines and other things and then our property over on  
15 the other side of it, so we, at some point, wrote into  
16 the agreement you've got to complete a number of  
17 things, and one of them was relocating that utility  
18 corridor.

19           Another one was Harvey was leasing land from  
20 the BLM in the middle of Coyote Springs. I think they  
21 called it the donut whole at the time. And he said,  
22 I'm gonna get the BLM to move that lease land to the  
23 eastern edge, other edge of the property, and get it  
24 out of the way that big contiguous piece in the middle.  
25 We said, Right, Harvey is going to get the BLM to move



1 their lease. We put that on the checklist, but we  
2 couldn't do any planning until that stuff had been done  
3 or not done, and honestly, we didn't think it would get  
4 done, you know, but Harvey is Harvey.

5 Six months later, he got an act of Congress.  
6 He called me up, President Bush is signing my act right  
7 now. A little bit later he got the BLM property  
8 relocated moved, and we checked that off the list, but  
9 those are required before we could close on the  
10 property.

11 Q. Those are at least two of the issues that  
12 were going to --

13 A. There were others.

14 Q. There were others. List out a few of the  
15 other major ones.

16 A. Well, we didn't know whether we were gonna  
17 get our utility from Lincoln County or Clark County, so  
18 did we want to be closer to the Lincoln County line or  
19 not? Where were the wells gonna be located, because we  
20 had to get water for the first tranche of homes. The  
21 golf course was a big deal.

22 Q. Tell the Court what you mean by how the golf  
23 course was big deal.

24 A. Well, at the time, Harvey was in the middle  
25 of design with Jack Nicklaus on the golf course, and we

1 wanted to know where were the boundaries of the golf  
2 course going to be. And apparently, with golf courses  
3 in general and with Jack Nicklaus in particular, you  
4 get the golf course when they're done with it, and you  
5 don't have a boundary until Jack says that's the  
6 boundary, so we couldn't really map up to the golf  
7 course boundary either.

8 Q. So explain to the Court then how the process  
9 then progressed across time until Pardee had received  
10 something in exchange for the \$84 million Purchase  
11 Property price.

12 A. The clearest recollection I have was the  
13 first parcel we took down was something like 500 acres,  
14 and what they had done was when they started the golf  
15 course design, they created a parcel map just generally  
16 around the whole golf course entity, and I think Harvey  
17 had done that at the time, because he was gonna try to  
18 get some debt on it. I don't remember, but they were  
19 in the process of creating this big 500 acre parcel,  
20 including the golf course, so we said, Well, that's the  
21 first parcel that's out there.

22 And we had a significant payment going out at  
23 first, I don't remember if it's 10 million or  
24 something, we said, We'll take the 500 acre parcel. We  
25 weren't entitled to 500 acres, we were entitled to 300

1 acres or 270 something. Harvey said, That's fine, take  
2 the golf course parcel map out of my golf course, take  
3 it out of the 500 acres. By the time that got done,  
4 you would have made a couple other payments, we'll be  
5 square. That was my recollection.

6 We took title to something. We didn't even  
7 own the rights to the golf course. He was building the  
8 golf course, but we took title to it. We took title to  
9 the land until we completed this mapping process and  
10 gave it back.

11 Q. All right. Now, in the interest of time, I'm  
12 not gonna go through each and every one of the  
13 reconciliations, but I guess my general question is  
14 this: Were there those types of issues that arose  
15 until there was a final reconciliation as to what land  
16 Pardee was going to be deeded in exchange for its  
17 \$84 million purchase property price?

18 A. I'm sorry, the question is?

19 Q. Were there a number of issues similar to what  
20 you have just described?

21 A. Oh, yes.

22 Q. That happened through the --

23 A. Continually.

24 Q. Continually throughout the reconciliation  
25 process?

1           A.       Uh-huh.

2           Q.       Now, the Court has described this as people  
3 keeping track of the jelly beans, which I think is an  
4 excellent analogy.

5           A.       It is.

6           Q.       All right. The various amendments to the, to  
7 the Amended and Restated Option Agreement, and we've  
8 had the opportunity to take a look at those, did any of  
9 those amendments increase the \$84 million Purchase  
10 Property price that Pardee had contracted to pay to  
11 Coyote Springs?

12          A.       No, not on the Amended and Restated.

13          Q.       Nor in any of the amendments then to the  
14 Amended and Restated Option Agreement?

15          A.       Correct, uh-huh.

16          Q.       Now, what I want to do is to talk to you a  
17 little bit about what the process is that goes into  
18 trying to map then any of the parcels that ultimately  
19 the County creates then as parcel maps.

20                 Can you describe to the Court then kind of  
21 the work that the engineer is going to put into that  
22 mapping process?

23          A.       Well, you try to draw parcel map boundaries  
24 in ways that makes some development sense. For  
25 example, you're typically gonna put the boundaries on a

1 roadway, because the County is gonna require you to  
2 dedicate right of way or easements so that you don't  
3 landlock other parcels, as I've mentioned.

4           The utility companies are going to talk about  
5 easements for utilities, if they're involved at the  
6 time, which they became involved later on when we  
7 brought in the Vegas Valley Water District as the  
8 municipal water source, so it's really an engineering  
9 exercise to create the boundaries, but it's a legal  
10 exercise to try to get the acreage, to keep track of  
11 the jelly beans, as you pointed out. I wasn't very  
12 involved in the legal part of the jelly bean counting.  
13 It was very complicated. We relied on Steve Levy to do  
14 it.

15           And a number of the amendments were really  
16 specifically just wrapping up details of the mapping  
17 process, and so it was Steve Levy and Emilia Cargill on  
18 Harvey's side

19           I don't know how many parcel maps we created,  
20 but it was a lot.

21       Q.     All right. Now, as part of that process,  
22 Pardee, at the same time, was making payments then to  
23 CSI; is that right?

24       A.     Yeah. The payments were contractual. They  
25 were monthly. And we put them in the system, and our

1 accounting department just routinely made payment. We  
2 didn't get invoiced for it. There was no way we could  
3 have ever avoided it, so we just kept writing checks  
4 every month.

5 Q. All right. And it was from those contractual  
6 payments then that Pardee was making the commission  
7 payments to the brokers?

8 A. Correct. That would have been tracked by  
9 escrow, our escrow company.

10 Q. And when you say, "tracked by escrow," you're  
11 talking about the agents then that work at the escrow  
12 company?

13 A. Yeah. The process we use, we hire an escrow  
14 and title company. They're one and the same. We open  
15 up an account, and we give them the purchase agreement,  
16 the Commission Agreement, any other escrow  
17 instructions, and the title and escrow company then  
18 track our land ownership, our payments. They keep an  
19 accounting of it. They're an independent party. We  
20 pay them, and then they release it to the seller, and  
21 they also would pay the commissions from that escrow  
22 account every months.

23 Q. Now, you indicated they're an independent  
24 party. They, too, have certain legal duties and  
25 certain legal obligations; is that correct?

1           A.       They do.

2           Q.       At any point in time, did you go to the  
3 escrow company and say, Hey, I don't want you to pay a  
4 commission that may be owed to Mr. Wolfram or to  
5 Mr. Wilkes?

6           A.       No. That would have all been automatic, like  
7 I've said, and they have a fiduciary.

8           Q.       All right. When you indicate they have a  
9 fiduciary, explain what you mean by that.

10          A.       Well, they have a requirement, I mean a legal  
11 requirement, especially on the title side, to act in  
12 accordance with the law and act in accordance with the  
13 contracts that were deposited in their account. We  
14 can't instruct them to do otherwise once we've given  
15 them the contract and once they've agreed to administer  
16 it. The only thing we could literally do is not make a  
17 payment. Once we make a payment into that escrow  
18 account, we don't have any control over it.

19                 And again, these are all routine things. We  
20 do this every week in our business. These title  
21 companies are very good. They have their own legal  
22 teams and own accounting teams, and they track all  
23 those things.

24          Q.       All right. As a result of your development  
25 work through the Coyote Springs project then, are you

1 generally familiar with the locations of the land that  
2 Pardee acquired with the \$84 million Purchase Property  
3 price?

4 A. I am.

5 Q. I'm gonna ask you to turn to Tab 15 that is  
6 found in the plaintiffs' binder, and I just want you to  
7 take a quick look at a map.

8 A. Okay.

9 MS. LUNDVALL: All right, Brian, pull up the  
10 map for me.

11 BY MS. LUNDVALL:

12 Q. The one thing I need for you to ignore for my  
13 questions to you is this map has been drawn on by other  
14 witnesses.

15 Do you see the red boundaries and the yellow  
16 in the middle of those red boundaries?

17 A. Yes.

18 Q. Assume that doesn't exist.

19 A. Okay.

20 Q. What I would like you to do is take a look at  
21 the other colored portions of this and to identify to  
22 the Court what it is that's being depicted on that map.

23 A. That is the land we purchased under the  
24 Amended and Restated Option Agreement. It's got  
25 several colors for several different takedowns that I



1 think conform with amendments, but I'm not sure, but  
2 essentially that colored area is the roughly 2,000  
3 acres we purchased.

4 Q. All right.

5 A. Over time.

6 Q. Now, after Pardee purchased those lands with  
7 the \$84 million in Purchase Property price, did you  
8 ever exercise any options to take down any additional  
9 single-family lands?

10 A. No, we have not. We have not exercised any  
11 option rights, and the seller has not demanded that we  
12 do so.

13 Q. All right. From that perspective, can you  
14 explain to the Court from a business standpoint how  
15 much inventory you have, how long you think that  
16 inventory is gonna last, in other words, how much in  
17 single-family land inventory do you have?

18 A. A lifetime supply. We have 2,000 acres. We  
19 can build over 10,000 homes on those. We haven't  
20 started yet. We are extremely unlikely to ever  
21 exercise any additional options to take down more  
22 property.

23 Q. All right. Now, when you indicate that it's  
24 a lifetime of, of, of inventory, let me see if I can't  
25 break down that lifetime just a little bit.

1           Typically, does Pardee try to project out how  
2 much or how many homes that may be sold on an annual  
3 basis?

4           A.       Yes.

5           Q.       And what is that typically based upon?

6           A.       Well, it's probably based on the general  
7 market. So, for example, when we bought Coyote  
8 Springs, the Las Vegas market was going gangbusters.  
9 Our overall market was selling about 30,000 homes a  
10 year. Last year, in a recovering market, we sold about  
11 8,000, or this year selling about 8,000. So we're one  
12 fourth the overall absorption than we were ten years  
13 ago, eight years ago, take your pick.

14                 So we're working in a drastically different  
15 demand scenario. We'll probably never sell 20,000  
16 homes in this market again. Right now if we sold  
17 15,000 homes, it would be twice as many as we're doing  
18 today, we'll feel like we're going gangbusters. So  
19 safe to say we'll probably never see market conditions  
20 that would drive rapid absorption of a master plan,  
21 which was what this was designed to do.

22                 Typical master plans will sell several  
23 hundred homes a year. In the best of times some of the  
24 master plans here, like Summerlin and Mountain's Edge,  
25 sold 2,000 homes a year in the best of times and great

1 master plans in Las Vegas, so you won't find a credible  
2 analyst who would say you will ever sell a thousand  
3 homes a year at Coyote Springs. It's gonna be  
4 something in the hundreds, and you can almost take your  
5 pick whether it's 200 or 800.

6           If you have, let's say the density out here  
7 that makes sense might be 12,000 units, you've got,  
8 what, 30 years of inventory. That might be my lifetime  
9 actually.

10       Q.       Okay. And is it conceivable as the, in the  
11 position that you hold then within Pardee Homes of  
12 Nevada, that Pardee may never exercise an option to  
13 take down additional single-family lands?

14       A.       I think that's highly likely.

15       Q.       All right. Now, Mr. Wolfram and Mr. Wilkes  
16 have questioned and challenged whether or not that  
17 Pardee has purchased Option Property pursuant to  
18 Paragraph 2 of the Option Agreement, that portion of  
19 their Commission Agreement that entitles them to  
20 additional commission payments.

21           If they wanted to verify whether or not that  
22 Pardee had purchased Option Property pursuant to  
23 Paragraph 2 of the Option Agreement, in the very  
24 simplest form, how would they go about doing it?

25       A.       Simple title search.

1           Q.       What would they look for in that title  
2 search?

3           A.       Well, whether the land was recorded, whether  
4 the deed was recorded via the option purchase. There  
5 would be some reference to the option purchase or to  
6 the Memorandum of Option, because title is  
7 demonstrating that, that cloud we put on title, that  
8 we're meeting the obligations of that cloud, and so  
9 title will demonstrate on every takedown that we do,  
10 whether or not it's pursuant to the Option Agreement.

11          Q.       All right. So in other words, do you recall  
12 that in the Option Agreement, that there was a  
13 requirement of a particular form of a deed to be used  
14 if Option Property was being purchased?

15          A.       Yeah, something like that. Again, it was an  
16 instrument that showed it was, it was tied to the  
17 Option Agreement.

18          Q.       All right. So in other words, that  
19 particular deed then the parties agreed would be used  
20 if Option Property was purchased?

21          A.       That form of deed, yes.

22          Q.       That form of deed?

23          A.       Yes.

24          Q.       And if, in fact, there was an exercise of the  
25 option, the legal description would be put into that

1 form of the deed?

2 A. Yes.

3 Q. And that form of the deed then would be  
4 recorded?

5 A. Yes.

6 Q. As a general matter, has Pardee recorded all  
7 of its transactions with Coyote Springs?

8 A. Yes. And understand both ourselves and CSI  
9 are very interested to see that it's recorded that way  
10 so we don't continue to cloud their titled improperly,  
11 and so we have full rights to the land that we bought,  
12 so we both have a strong vested interest in making sure  
13 that documentation is correct and that we're tracking  
14 that form of option, that form of deed.

15 Q. General question to you, I think I've asked  
16 this, but just to make sure I bat cleanup on this, did  
17 you do anything intentionally, anything that was  
18 calculated, anything that was designed to cheat  
19 Mr. Wolfram and Mr. Wilkes out of their commissions as  
20 part of the development at Coyote Springs?

21 A. No.

22 Q. You had indicated that as time went forward,  
23 that there were additional lands and additional  
24 development rights that were purchased by Pardee. Do  
25 you --

1           A.       Yes.

2           Q.       -- recall that?

3                    Very generally, can you put labels on those  
4 additional deals for the Court, please?

5           A.       Yeah. We did the custom lot agreement where  
6 we purchased the rights from Harvey to basically  
7 participate with him, with CSI, and build a new segment  
8 of property, which was custom lots, and that was  
9 specifically excluded from our Amended and Restated  
10 Option Agreement, but we later made a separate  
11 agreement.

12                   Harvey persuaded us to buy some additional  
13 rights. He also -- and later than that, he sold us the  
14 multifamily rights, which I mentioned yesterday, which,  
15 again, were separate from what we had purchased in the  
16 Amended and Restated Option Agreement, which was  
17 single-family residential.

18                   Harvey still retained other rights, and he at  
19 different times tried to sell them to us. He wanted to  
20 sell us his water rights, he wanted to sell us his  
21 commercial building rights, he wanted to sell us these  
22 luxury golf product rights that he retained for  
23 himself, so there were a number of other development  
24 products that Harvey still retained, and he offered to  
25 sell us half the, I mean everything.

1 Q. Now, the additional purchases that Pardee did  
2 actually make, were they the subject of negotiations  
3 then with representatives CSI?

4 A. Oh, yes.

5 Q. And those negotiations then or those deals,  
6 did the brokers have anything to do with bringing those  
7 deals then to Pardee?

8 A. No. Those were all Harvey.

9 MS. LUNDVALL: Your Honor, if the Court can  
10 give me just a second, I think I may be able to pass  
11 the witness.

12 I will pass the witness, your Honor.

13 THE COURT: Thank you.

14 Mr. Jimmerson?

15 MR. J.J. JIMMERSON: All right.

16 THE COURT: Redirect?

17 MR. J.J. JIMMERSON: I appreciate it. Thank  
18 you.

19 REDIRECT EXAMINATION

20 BY MR. J.J. JIMMERSON:

21 Q. Good morning, Mr. Andrews.

22 A. Good morning.

23 Q. I just have some questions to follow up the  
24 examination by your counsel or your company's counsel.

25 A. Uh-huh.

1           Q.       Pardee Homes of California and Pardee Homes  
2 of Nevada are wholly owned subsidiaries of what always  
3 used to be Weyerhaeuser and now called TRI Pointe,  
4 another entity called TRI Pointe; is that right?

5           MS. LUNDVALL:   Your Honor, at this point I  
6 see no relevance to any issues with Weyerhaeuser or  
7 TRI Pointe.

8           MR. J.J. JIMMERSON:   Was Weyerhaeuser or  
9 TRI Pointe a publicly traded company?

10          THE COURT:   You're just doing a couple  
11 questions for foundation.   I don't know how you're  
12 gonna tie it up, a couple of questions, because we did  
13 kind of -- I remember something about this --

14          MR. J.J. JIMMERSON:   Right.

15          THE COURT:   -- weeks ago, so your first  
16 answer -- do it again, because I think you said --

17          THE WITNESS:   We're still owned by  
18 Weyerhaeuser.

19 BY MR. J.J. JIMMERSON:

20          Q.       I read an article and it indicated there  
21 might be a purchase or sale by Weyerhaeuser to some  
22 other company.

23          A.       There may be.

24          Q.       Presently, you're still Weyerhaeuser, and  
25 Weyerhaeuser is a publicly traded company; is that



1 correct?

2 A. That's correct.

3 Q. And these two companies we talked about,  
4 Pardee Homes of California or Pardee Homes of Nevada  
5 are owned by Weyerhaeuser?

6 A. Yes.

7 Q. Just to touch upon the last few questions you  
8 were asked by opposing counsel of yourself, how many  
9 acres were the subject of the custom lot agreement?

10 A. I don't know, so maybe 30.

11 MS. LUNDVALL: Your Honor, if counsel's  
12 trying to get into as far as the scope of those  
13 agreements in an effort to try to set the foundation  
14 for making requests for those documents, then I would  
15 object to this line of inquiry.

16 MR. J.J. JIMMERSON: You know, I can't even  
17 ask a question without getting an objection. It's  
18 silly.

19 THE COURT: I know, I think we're very leery  
20 of opening any door. I understand we've had that  
21 issue.

22 On the custom lot agreement, you need  
23 acreage?

24 MR. J.J. JIMMERSON: I would like to know how  
25 many acres are involved, yes. Mr. Lash spoke about it

1 too, so I don't know why we would preclude it at this  
2 point.

3 MS. LUNDVALL: Well, I'm sensitive to trying  
4 to open up any --

5 THE COURT: I appreciate that. I'm  
6 listening.

7 Okay, we'll go a little bit into it.

8 MR. J.J. JIMMERSON: That's all I need.

9 THE COURT: If you know. If you don't --

10 THE WITNESS: I don't know the exact number  
11 of acres.

12 BY MR. J.J. JIMMERSON:

13 Q. Give me a ballpark. A hundred acres?

14 A. Probably less than a hundred.

15 Q. Do you know how many lots were within this  
16 number of acres?

17 A. Well, it wasn't specific. It wasn't  
18 specified.

19 Q. Okay. Mr. Lash told us that there were 78  
20 lots that you all owned that you could build homes on.

21 Is that consistent with your recollection?

22 A. There were 78 lots that were mapped on one  
23 parcel. We still own that parcel.

24 Q. Okay. And do you know where that location of  
25 that property is?

1           A.       Yeah.

2                   Do we want to get into that?

3           MS. LUNDVALL:   No.

4           THE COURT:   I know we don't want to.   Don't  
5 ask her that, Mr. Andrews.

6           MS. LUNDVALL:   I'm sorry.

7           THE WITNESS:   The simple answer is it's a  
8 little bit north of the buyer's -- or the seller's  
9 exchange -- no, the buyer's exchange parcel.

10 BY MR. J.J. JIMMERSON:

11          Q.       Which would be on the west side of --

12          A.       On the west side of Coyote Springs Parkway.

13          Q.       All right.   Thank you.

14                   And the multifamily property, you've  
15 indicated, was it a total of 300 acres?

16          A.       Roughly.

17          Q.       All right.   And then tying up from  
18 yesterday's conversation that you and I had, about 250  
19 acres are in the one section that we saw, and then I  
20 think you indicated there were other locations that you  
21 designated for multifamily use.   I thought you  
22 mentioned one 10 acre parcel up against Highway 93?

23          A.       The point I was making was with that  
24 agreement, we purchased the rights to do multifamily,  
25 so we zoned a couple of areas, we designated in the

1 comprehensive plan, we didn't do any mapping, but we  
2 designated a couple of areas for multifamily that was  
3 not part of the property we purchased as part of that  
4 agreement.

5 Q. Okay. So it was property elsewhere?

6 A. Well, no, it's not property elsewhere, it's  
7 the rights. We bought the rights to build multifamily  
8 property, and we planned on putting it in various  
9 locations, and at times that planning, you know, we did  
10 with Clark County, and at other times we did it on our  
11 own maps.

12 Q. Right. Here's my point: With Clark County,  
13 where is the location of the designated multifamily use  
14 that you actually submitted to the Clark County  
15 Planning Department and Zoning Department?

16 A. There's one I know of up against Highway 93  
17 on property that we'd actually purchased under the  
18 Amended and Restated Option Agreement, so we took some  
19 of that property and zoned it for multifamily or  
20 designated it.

21 Q. And that's approximately a 10 acre parcel I  
22 heard you say yesterday?

23 A. Something like that.

24 Q. Then there's the 250 acres, roughly, that we  
25 spoke about yesterday, and just as an indication, where

1 would be the other roughly 40 acres, please?

2 MS. LUNDVALL: Your Honor, what's the  
3 relevance now as to this?

4 MR. J.J. JIMMERSON: I want to know what  
5 mapping has been done, Judge.

6 THE WITNESS: No mapping has been done. Zero  
7 mapping has been done.

8 BY MR. J.J. JIMMERSON:

9 Q. What designated use have you submitted to the  
10 County?

11 A. Nothing.

12 THE COURT: Can I just ask, when you say,  
13 "designated use" and "rights," how do you put those  
14 together, because he said "mapping," and then you've  
15 got rights and then you have designated uses. There is  
16 a lot verbiage going on here that I'm trying very hard  
17 to separate.

18 THE WITNESS: Yeah.

19 THE COURT: Because it actually has an impact  
20 for my own edification.

21 MR. J.J. JIMMERSON: It could have an impact  
22 on this case, I agree.

23 THE WITNESS: I can explain it from my  
24 perspective.

25 THE COURT: As simple as you can.

1           THE WITNESS: Exactly. When I say, "rights,"  
2 it's private rights between ourselves and CSI.

3           THE COURT: And CSI, okay.

4           THE WITNESS: Designation or maps, that's  
5 between us and Clark County.

6           THE COURT: And Clark County, okay.

7           THE WITNESS: So this discussion we're  
8 having, I'm explaining that we clearly purchased the  
9 rights to do multifamily from Harvey. We designated a  
10 very small portion of that with Clark County.

11 BY MR. J.J. JIMMERSON:

12         Q. And is that the 10 acres you spoke about?

13         A. That was one I know of, because I saw it.

14         Q. Do you know of any other specific areas  
15 designated multifamily besides the 10 acres, as we sit  
16 here today?

17         A. I think there's about 20 acres on the east  
18 side of Coyote Springs Parkway we also designated. I  
19 know at one point we were submitting some things to  
20 Clark County. I don't know where it went in the  
21 process.

22         Q. All right. Would you take a look at  
23 Exhibit 13, please?

24         A. Uh-huh.

25         Q. I will help you.

1           A.       It's right here -- oh, that's 15.

2                    Okay.

3           Q.       Look in any of the compilation of maps. I've  
4 pointed out this one, but you can look.

5                    Where would be the eastern designation of  
6 the, in other words, the second parcel?

7                    Okay, now look, he's looking at Exhibit 15,  
8 your Honor, the map attached as Exhibit 15.

9                    THE COURT: You're talking about this map?

10                   THE WITNESS: I am.

11                   MR. J.J. JIMMERSON: Yes.

12                   THE COURT: This map he's referring to?

13                   MR. J.J. JIMMERSON: That's what he's  
14 referring to.

15                   THE COURT: I understand that, but you're  
16 showing him --

17                   MR. J.J. JIMMERSON: I wasn't. He switched  
18 over to 15, because it's the larger map, and he can  
19 give me a better answer.

20                   THE WITNESS: On 13, I didn't know what you  
21 were looking for.

22                   THE COURT: Perfect.

23 BY MR. J.J. JIMMERSON:

24           Q.       So looking at 15, tell me where the second --  
25 I know the first one is 10 acres along 93?

1           A.       Right about here.

2                   MS. LUNDVALL: Your Honor, at this point in  
3 time, what I would like to be able to do is place an  
4 objection and to be able to state that the Court's  
5 giving him leeway with these additional agreements, and  
6 what I'm trying to do is determine the scope of that  
7 leeway.

8                   I'm also going to object, because there was  
9 no questions that were posed to Mr. Andrews --

10                  THE COURT: And it was hard for us to follow.

11                  MS. LUNDVALL: Mr. Andrews, excuse me.

12                  -- by examination, and so therefore, his  
13 redirect is limited to the scope, and I'm trying as far  
14 as my darndest to make sure that we finish today.

15                  MR. J.J. JIMMERSON: I definitely will.  
16 There's not any issue about that.

17                  THE COURT: Once again, your objection, first  
18 of all, I can't, I can't follow, and neither can you or  
19 the Court, so as much as I appreciate your point, we do  
20 need to make sure we're on the same map for the record.

21                  MR. J.J. JIMMERSON: Right.

22                  THE COURT: And it is difficult when you have  
23 maps.

24                  THE WITNESS: It is a big problem, I get it.

25                  THE COURT: It's a big problem.



1           Number two, on the scope, I know what you're  
2 saying, what they're trying to get to, my  
3 understanding, is the mapping, so they can see whether  
4 Option Property -- that's your whole thing, correct?

5           MR. J.J. JIMMERSON: That is it. You got it  
6 right.

7           THE COURT: So that's what he's using as the  
8 foundation why he wants to know what property was  
9 where.

10          MR. J.J. JIMMERSON: And it's seven or eight  
11 minutes of testimony. This is not an extended  
12 situation.

13          THE COURT: Okay. Then we'll keep going.  
14 BY MR. J.J. JIMMERSON:

15          Q. Looking now, so we have a good record with  
16 the court reporter.

17          THE COURT: Is there any way you can put it  
18 up on the overhead? Don't you have this? Do you have  
19 this? I'm sorry, do you have this map?

20          MS. LUNDVALL: We do if it's going to assist  
21 the Court.

22          THE COURT: It would help me out.

23          MS. LUNDVALL: Brian, why don't you pull up  
24 that.

25          THE COURT: Because it's very difficult, and

1 it would help me out, because we all want to follow.

2 THE WITNESS: So to jump ahead to what you  
3 and I were talking about, I looked at an area right  
4 around here. It's on the east side of Coyote Springs  
5 Parkway. It wasn't part of the original Amended and  
6 Restated, it was something that we mapped on.

7 BY MR. J.J. JIMMERSON:

8 Q. This is the parkway?

9 A. Yes.

10 Q. Okay, go ahead.

11 A. So we were looking at doing multifamily up  
12 here as well as the site that we did over here, and I  
13 know, because I looked. There's a multifamily  
14 designation here. I don't know if it ever made it into  
15 the County records here, but there was about 20 acres  
16 we were looking at as an additional multifamily site.

17 THE COURT: Okay. So one you did designate  
18 as multifamily was within the \$84 million purchase  
19 property?

20 THE WITNESS: Yes.

21 THE COURT: I want to make sure.

22 BY MR. J.J. JIMMERSON:

23 Q. So the 10 acres within the 84 million is  
24 right here?

25 A. Something like that.

1           Q.       For purposes of pointing it out, it's the  
2 white just below the red of Exhibit 15's map?

3           A.       Yes.

4           Q.       Thank you.

5                   THE COURT:   Okay.

6 BY MR. J.J. JIMMERSON:

7           Q.       And the second would be this section here,  
8 and I'm gonna show you Exhibit B-6 of Exhibit 12.

9           A.       Okay.

10          Q.       And I think you'll find that's exactly where  
11 you're talking about, Map B-6, Exhibit 12, and it's  
12 like 1155 maybe.

13                   MR. J.M. JIMMERSON:   61, I think.

14                   THE COURT:   61.

15 BY MR. J.J. JIMMERSON:

16          Q.       61, yeah, right here.

17          A.       That's correct.

18          Q.       Okay.   So let's have a good record then,  
19 keeping my voice up, when you look at Exhibit 12, Map  
20 B-6 at Page 11 --

21          A.       61.

22          Q.       1161, there are two original color parcels  
23 called MF 1 and 2.

24                   Do you see that?

25          A.       Yes.

1           Q.       And is that the other parcel that has been  
2 mapped with the Clark County Zoning Department or  
3 Planning Department, excuse me, for multifamily?

4           A.       I don't know if it has, if we've done any  
5 designation with Clark County or not.

6           Q.       That's the second area that you know of, as  
7 you sit here, that has been tentatively marked as  
8 multifamily?

9           A.       We did some planning around it.

10          Q.       Are those the only two areas to this point in  
11 time you've designated as multifamily?

12          A.       That I recall, yes.

13          Q.       Thank you.

14          A.       And the only thing I would follow up with  
15 that is CSI also had some multifamily designations they  
16 were playing with. They were talking about doing  
17 multifamily product. I have no idea.

18               THE COURT: Mr. Whittemore discussed that  
19 they were.

20               THE WITNESS: Okay.

21               THE COURT: I do remember that.

22 BY MR. J.J. JIMMERSON:

23          Q.       I'm now referring to B-6.

24               Other than the two orange parcels marked  
25 multifamily, in other words, the parcels Res 1, 2, 3,

1 4, or 5 are intended for single-family production  
2 homes; is that right?

3 A. I don't know. I don't think we have any  
4 intention at this point.

5 Q. All right. Thank you.

6 And then Residential 5 is the tentative map  
7 that we went over yesterday, correct?

8 A. Correct.

9 Q. Thank you.

10 All right. As a third contract, you entered  
11 into a golf course contract with CSI; is that true?

12 A. Yes.

13 Q. And we saw the lease, but we didn't have the  
14 contract. As I understand it, you, meaning Pardee, has  
15 bought the golf course; is that true?

16 A. We did.

17 Q. All right. And then the fourth contract  
18 outside of the single-family production is this idea of  
19 commercial property rights or what you call a backup or  
20 safety net to make sure that if CSI doesn't fulfill its  
21 obligations, you have the ability to support that?

22 A. That wasn't a separate agreement, that was  
23 built into the other agreement.

24 Q. Is that part of the Eighth Amendment?

25 A. Yes.

1 Q. All right. Thank you.

2 All right. Were there any other agreements,  
3 besides those four, separate and apart from the Option  
4 Agreement that you have bought property, you and, and  
5 Pardee have bought property from CSI?

6 A. No. That's all that I can recall.

7 Q. Okay.

8 A. There may be some letter agreements for an  
9 easement or something.

10 Q. Okay. And when you talk about the blank, you  
11 know, blank canvas, no easements, no Cox Cable  
12 easements, no nothing?

13 A. No.

14 Q. It was --

15 A. No. It was very --

16 Q. -- from the U.S., raw land?

17 A. Uh-huh.

18 Q. All right. Thank you, sir.

19 Now, would the next purchase of land from CSI  
20 by Pardee, by definition, be Option Property, the  
21 exercise of the right to buy Option Property?

22 A. Not necessarily.

23 Q. Why is that?

24 A. We could buy luxury golf lands from CSI,  
25 luxury golf rights.

1 Q. Okay.

2 A. We could buy commercial land and rights from  
3 CSI.

4 Q. I see.

5 A. And we would negotiate a separate price, all  
6 kind of separate stipulations; whereas, if we were to  
7 take down more single-family residential, the price,  
8 all the stipulations, the location has all been written  
9 into the Amended and Restated Option Agreement, so it  
10 would be part of the amended and restated. If we  
11 bought something different, we would have crafted an  
12 entirely different document, and it would be a whole  
13 different legal thing.

14 Q. Okay. In the original Option Agreement of  
15 June 1 of 2004, there was estimated to be a purchase of  
16 1,950 acres.

17 Do you recall that?

18 A. Yes.

19 Q. Okay. And that was to be contemplated within  
20 the \$84 million.

21 Do you remember that?

22 A. That's correct.

23 Q. And we know it grew a little bit to about  
24 2,112 acres, because as golf course is being taken out  
25 from your 1,950, as a road is being taken out, you're

1 entitled to a credit, if you will, so it turned out to  
2 be about 21 or something?

3 A. Something like that.

4 Q. Under that same Option Agreement of  
5 June 1, 2004, any property to be purchased for  
6 single-family production use would be Option Property,  
7 agreed?

8 A. No, I don't think so.

9 Q. Okay. Was there any contemplation in the --  
10

11 A. Well, let me back up and think about that for  
12 a second.

13 Can you repeat the question?

14 Q. I'm happy to.

15 THE COURT: You're saying for the original  
16 one?

17 BY MR. J.J. JIMMERSON:

18 Q. The original one, June 1 of 2004, any  
19 property after the \$84 million would be, by definition,  
20 within the agreement, Option Property?

21 A. No, I don't think so.

22 Q. Why is that?

23 A. The agreement was very specific as to what we  
24 were buying, when, for how much, if we bought something  
25 additional, what would -- I guess I'd put it this way,



1 we're good businessmen. Why would we pay for something  
2 we already were paying money for?

3 Q. I didn't ask that, I'm saying if you looked  
4 at Exhibit 2, the Option Agreement, I take it, it  
5 really does apply also to -- let's stay with Exhibit 2  
6 for a moment. There was a definition of Purchase  
7 Property, right?

8 MS. LUNDVALL: Your Honor, now we're going  
9 way beyond the scope of my direct.

10 MR. J.J. JIMMERSON: I'm not trying to --

11 MS. LUNDVALL: He's going back over his  
12 entire theory, and his questions now, as far as being a  
13 misrepresentation of the contents of the development.

14 THE COURT: As I understand it, recall the  
15 testimony from yesterday was you didn't really get  
16 involved in the Amended and Restated Option Agreement.

17 THE WITNESS: Exactly.

18 THE COURT: And you asked a preliminary  
19 foundation question on the first option. You said, I  
20 really wasn't involved in that, was my recollection,  
21 right?

22 THE WITNESS: It wasn't that I wasn't really  
23 involved, it was just superseded so quickly by the  
24 Amended and Restated. We were really writing the  
25 Amended and Restated about the time we executed the

1 original, and the Amended and Restated is the  
2 foundation --

3 THE COURT: You worked with?

4 THE WITNESS: Yes. That was the business  
5 case, so I'm not gonna be very fluid on the original,  
6 and to me it's irrelevant, because it got replaced.

7 BY MR. J.J. JIMMERSON:

8 Q. Well, okay.

9 Did you know the Commission Agreements  
10 between Mr. Wolfram and Mr. Wilkes was tied to the  
11 original Option Agreement, both in terms of definitions  
12 of words and the like?

13 A. No.

14 Q. And by reference?

15 A. No.

16 Q. Okay.

17 A. So, but it still would have flowed through to  
18 the Amended and Restated.

19 Q. I respectfully disagree with that.

20 A. You now what --

21 MR. J.J. JIMMERSON: There's no question  
22 pending.

23 MS. LUNDVALL: Oh, boy.

24 THE COURT: We're in a different world here.

25 MR. J.J. JIMMERSON: Right.

1                   THE COURT: Let's just do question and  
2 answer.

3 BY MR. J.J. JIMMERSON:

4           Q.       If Pardee wanted to buy additional  
5 single-family production residential property above the  
6 \$84 million, was it your understanding that there would  
7 be a process followed under Paragraph 2 of the original  
8 Option Agreements and also within a similar counterpart  
9 in the Amended and Restated Agreement to exercise the  
10 purchase of Option Property, capital O, capital P?

11                   THE COURT: For?

12 BY MR. J.J. JIMMERSON:

13           Q.       Single-family residential?

14                   I had that as part of the question. Let me  
15 start again.

16                   Would you agree if Pardee chose to purchase  
17 single-family production residential property above the  
18 \$84 million, the roughly 2,100 acres that it acquired  
19 over time, it would be, it would do so under  
20 Paragraph 2, Option Property Purchase, of both the  
21 original agreement and of the Amended and Restated  
22 Option Agreement?

23           A.       I guess here's the way I look at it. If we  
24 chose to exercise those options, it's a very specific  
25 process.

1 Q. Right.

2 A. If we said, Yep, we're gonna go forward and  
3 buy more than our 2,100 acres, we'd go to the Amended  
4 and Restated Option Agreement and follow the form of  
5 that agreement to continue to purchase that land, which  
6 we haven't done.

7 Q. Right.

8 A. At this point.

9 Q. So the answer is yes, that's what you would  
10 do, is follow that very particular procedure?

11 A. If we chose to do so, yes.

12 Q. Thank you.

13 Now, at the time, June 1, 2004, I'm talking  
14 about the original agreement and also I'll talking  
15 about the March 20th, 2005, Amended and Restated, so  
16 there's no tricks here, at the time Mr. Whittemore was  
17 not allowing Pardee, Coyote Springs was not allowing  
18 Pardee to acquire multifamily rights, commercial  
19 rights, golf course custom lots at the time; is that  
20 true?

21 A. Correct. He did not sell them to us.

22 Q. He was retaining them all for CSI, at least  
23 at that time period?

24 A. That's correct.

25 Q. All right. And so all that was being

1 purchased and being allowed to be purchased in terms of  
2 your negotiations back and forth by Pardee was property  
3 to be used for single-family production residential  
4 use?

5 A. Under the Amended and Restated Option  
6 Agreement, that's correct.

7 Q. And also under the original Option Agreement?

8 A. Again, I'll stay away from that, because I'm  
9 not focused on it.

10 Q. Okay, fair enough. Thank you.

11 When did you, when did you then, by  
12 negotiations, alter that so that CSI was no longer  
13 retaining the rights to these other categories of  
14 property?

15 MS. LUNDVALL: Your Honor?

16 BY MR. J.J. JIMMERSON:

17 Q. In the 2006 time period.

18 MS. LUNDVALL: Now I need to place an  
19 objection to that, because when he makes reference to  
20 altering, it sounds like there was some type of a  
21 contract that was amending the Amended and Restated  
22 Option Agreement to make that change, and that's not  
23 accurate.

24 MR. J.J. JIMMERSON: It is accurate. For one  
25 thing we know, he's already testified the Eighth

1 Amendment was where they acquired the golf course.

2 MS. LUNDVALL: I think --

3 MR. J.J. JIMMERSON: And the commercial  
4 property --

5 MS. LUNDVALL: His question contains a  
6 misrepresentation, and therefore, I would object.

7 THE COURT: You're just objecting to the form  
8 of the question, correct?

9 MS. LUNDVALL: There we go.

10 MR. J.J. JIMMERSON: Let me try to revise it.

11 THE COURT: Can you just revise it?

12 BY MR. J.J. JIMMERSON:

13 Q. I think it's entirely accurate, but when did  
14 CSI's position change, allowing Pardee then to buy a  
15 different category of property, in other words,  
16 property that had been retained by CSI, like  
17 multifamily, like golf course, like commercial, like  
18 custom lots?

19 A. Okay. Like I said before, when we started  
20 this, we didn't even know what it was we were going to  
21 buy. It took us a number of months and a whole lot of  
22 meetings and planning before we refined, okay, what  
23 we're gonna buy from arm waving Harvey is the  
24 residential property. That's what Harvey wants, we'll  
25 buy it, so we agreed on price, we agreed on terms, we

1 wrote it up, we amended it. That was that deal.

2 Q. And that was the option --

3 A. That turned into --

4 MS. LUNDVALL: Let's do not interrupt him.

5 THE WITNESS: That turned into the Amended  
6 and Restated Option Agreement, which, again, is the one  
7 I'm familiar with.

8 BY MR. J.J. JIMMERSON:

9 Q. Thank you.

10 A. It was a couple of years that Harvey, arm  
11 waving Harvey said, I can sell you my dairy property.

12 He was always trying to get us to buy into  
13 his water rights. That was a continual topic. He  
14 owned 50,000 acre feet of water in Northern Nevada, You  
15 guys jump in with me, I don't know if that's really our  
16 plan, Harvey, so these discussions went back and forth  
17 a number of years, and it was a couple of years later  
18 before we did the custom lot agreements, and it was  
19 sometime after that that we ultimately agreed to get  
20 into multifamily.

21 Q. Thank you.

22 A. Which we weren't interested in originally,  
23 and I still kind of question.

24 Q. You were not interested originally?

25 A. We weren't interested in multifamily.

1 Q. Thank you.

2 A. That's correct.

3 Q. All that was being purchased and all that was  
4 contemplated by Pardee being purchased was  
5 single-family production residential property?

6 A. Under the Amended and Restated Option  
7 Agreement, that, that's all that agreement applies to.

8 Q. And to the best of your recollection, was  
9 that also true for the earlier Option Agreement?

10 A. I can't speak to it.

11 Q. Thank you.

12 Now, with regard to the multifamily property,  
13 not all 300 acres, the 250 acres in that one area shown  
14 by Exhibit B-6, you have the two multifamily in orange  
15 that have been designated multifamily, you believe?

16 A. I don't know if they have or not.

17 Q. Okay. The only one you believe has been  
18 submitted to the County for planning and designated use  
19 was the 10 acres along Highway 93?

20 A. Yes.

21 Q. All right. Thank you.

22 And my next question is: Is there any other,  
23 is there any submission of plans to Clark County for  
24 intended use for any other property besides the 10  
25 acres for multifamily and the single-family production



1 residential for Residential 5?

2 A. I don't know.

3 Q. All right. Thank you.

4 You indicated in response to a question asked  
5 to you by opposing counsel that even with the final  
6 map, it can change.

7 Could you explain that, please?

8 A. Yeah. If we record a final map with Clark  
9 County, and later on we want to come back and make  
10 larger lots, any portion, any lots we haven't sold, we  
11 could apply to adjust lot lines, we could move streets.  
12 You basically just remap it. That's probably a simpler  
13 way of looking at it, and you go through the same  
14 steps.

15 Q. Okay. Now, you told us a little bit of  
16 history with regard to Harvey Whittemore cold calling  
17 you by coming by your offices in roughly, you said  
18 early 2004.

19 Have I stated your testimony correctly?

20 A. Yes.

21 Q. All right. Now, you indicated that a month,  
22 maybe two months, this time period, occur between that  
23 first cold call appearance by Mr. Whittemore and the  
24 all-hands meeting that opposing counsel asked you about  
25 and I asked you about earlier as well?

1           A.       That's correct.

2           Q.       That's what I heard you say today, okay.

3                   And you were asked question, do you know how  
4 it came about that the all-hands meeting took place and  
5 I think your answer was you didn't remember?

6           A.       That's correct.

7           Q.       Okay. In fact, do you recall that it was set  
8 up by Mr. Wolfram and Mr. Wilkes?

9           A.       I don't know.

10          Q.       All right. And in the course of that  
11 meeting, you indicated that you suggested that  
12 Mr. Wolfram and Mr. Wilkes be asked to leave; is that  
13 right?

14          A.       Yeah. I thought it wasn't productive.

15          Q.       Okay. And when you say, "It wasn't  
16 productive," was Mr. Wolfram and Mr. Wilkes saying  
17 anything to interfere with the communications that were  
18 taking place, or were they obstreperous?

19          A.       Yeah. Walt, in particular, just would come  
20 off kind of silly, and it wasn't helpful to a  
21 complicated process. And I didn't know the guys very  
22 well, and it just, again, I was trying to control it  
23 more from a development standpoint, what are we buying,  
24 how are we buying it, what is this.

25          Q.       Mr. Lash testified that both Jim and Walt

1 were virtually silent. Would that be at odds with your  
2 recollection?

3 MS. LUNDVALL: Your Honor, I don't think it's  
4 appropriate to compare and contrast two witnesses, your  
5 Honor.

6 MR. J.J. JIMMERSON: Another witness has  
7 testified.

8 MS. LUNDVALL: It doesn't matter which  
9 witness.

10 THE COURT: I know what the evidence is. We  
11 know what his recollection is. If somebody is  
12 different, that's how evidence goes.

13 MS. LUNDVALL: That's right.

14 THE WITNESS: I'll answer it this way, I just  
15 didn't like Walt Wilkes. He bugged me, and I just  
16 didn't like him in my meetings.

17 BY MR. J.J. JIMMERSON:

18 Q. Okay. Thank you.

19 And this is the first occasion that you had  
20 met him; is that right?

21 A. No. I met him before.

22 Q. I heard you say that was the first time, you  
23 didn't know these people?

24 A. I didn't know them in terms of know much  
25 about them, but I had met them before.

1 Q. Okay. All right.

2 And had you met them before, because they had  
3 brought to you or to Pardee opportunities to purchase  
4 land?

5 A. No. Because they were trying to interest  
6 John in opportunities of land. They never really spoke  
7 to me.

8 Q. All right.

9 A. And it was more of they were trying to get  
10 him interested in things.

11 Q. So was it their attempt to meet with him that  
12 occasioned you to be --

13 A. Yes.

14 Q. -- in their presence?

15 A. Yes.

16 Q. All right. Do you recall that they may have,  
17 they may have brought to Mr. Lash property in  
18 White Hills just over the Arizona border?

19 A. I do.

20 Q. And also perhaps property in Sandy Valley?

21 A. I wasn't part of that, but I heard about it.

22 Q. In other words, to fulfill Pardee's looking  
23 for larger aggregations of real estate, right?

24 A. No, to hit the mother load and sell us a big  
25 piece of property and make a big commission, that's how

1 I looked at it.

2 Q. So you weren't interested in larger  
3 accumulations of real estate?

4 A. No, but I went on, I went on the first tour  
5 to White Hills, and it was pathetic. We would never  
6 buy land out there, it was never our deal, and I don't  
7 know why we were looking at it, so I just didn't want  
8 to be a part of those.

9 Q. Did Mr. Lash share your views, or did he have  
10 a different view?

11 A. He did, he did another trip to Sandy Valley,  
12 which I thought was funny, and I made fun of him. John  
13 came from Los Angeles. He lives in Rancho Palos  
14 Verdes. If you live in Las Vegas, you know what  
15 Sandy Valley is. There is no need to go back there.  
16 He came back and said, I burned a day. I said, I can't  
17 believe you did that, how was it? Not very good.  
18 There you go.

19 Q. Did you ever have a communication Mr. Lash  
20 about his view that Mr. Wolfram and Mr. Wilkes were the  
21 procuring cause for Pardee acquiring its residential  
22 rights at Coyote Springs?

23 A. No. John never told me that.

24 Q. John is the one who indicated, No, that he  
25 wanted to compensate these gentlemen?

1           A.       He's the one that wrote up the Commission  
2 Agreement with them.

3           Q.       You had no involvement in that?

4           A.       None.

5           Q.       Okay. And you indicated on two different  
6 times, one yesterday in response to the question asked  
7 by Ms. Lundvall, and today, this morning, in response  
8 to a question asked by her, that the commission was  
9 chump change compared to the investment that Pardee has  
10 made?

11          A.       Absolutely.

12          Q.       Approximately how much money has been  
13 invested by Pardee?

14          A.       Hundreds of millions of dollars.

15          Q.       Okay. Thank you.

16                 All right. Would you now look, please, at  
17 Exhibit 15? It's right before you.

18                 This is a letter coupled to a map that was  
19 sent by Mr. Lash to Mr. Wolfram.

20                 Do you see that?

21          A.       I do.

22          Q.       Did you have any involvement in the  
23 preparation of this letter?

24          A.       Not in the letter.

25          Q.       Okay. Did you have any involvement in the

1 map attached thereto?

2 A. Yes.

3 Q. What involvement did you have, sir?

4 A. Just passed along some direction.

5 Q. And who were you sending direction to?

6 A. To Slater Hanifan Group.

7 Q. And was Slater Hanifan Group the preparer of  
8 this map?

9 A. Yeah. It was a very simple map.

10 Q. What do you mean by "very simple map"?

11 A. It just displayed our ownership.

12 Q. Okay. Now, you indicated that it showed all  
13 the land that was owned by Pardee?

14 A. No. It was the land that was included in the  
15 -- it was basically everything that was recorded the  
16 way we described it as recorded pursuant to the Option  
17 Agreement.

18 Q. All right. So if you, if you stated -- and  
19 I'll just say I took some notes. If you stated this  
20 was all of the property that Pardee owned. That  
21 wouldn't be an accurate statement, correct?

22 A. I don't know when it was written, but I don't  
23 even know we had completed the takedowns by then.

24 Q. Look at it. I think it's November 24th,  
25 2009.

1           So would you agree with me that Pardee owned  
2 other ground not depicted on this map?

3           A.     Yes.

4           Q.     Okay. For example, as you see in the red  
5 ink, there is approximately 250 acres that we've gone  
6 over in Exhibit 12, the Seventh Amendment, that was  
7 depicted there, correct?

8           A.     Well, I mean this letter just summarized all  
9 the takedowns in the option agreement, the amounts of  
10 the takedowns, the acreage, and that's exactly what it  
11 is.

12          Q.     Okay. So would you now kind of stay with me?  
13 I appreciate what you're saying.

14                 Does this map show, does it show that Pardee  
15 had acquired other land?

16          A.     Well, for example, it shows that we own the  
17 custom lot parcel which was not pursuant to the  
18 takedowns.

19          Q.     Where is that, please?

20                 Could I ask you, please, to put that back up  
21 on the screen so we can all follow.

22                 THE COURT: So we can all follow.

23 BY MR. J.J. JIMMERSON:

24          Q.     If you would, Mr. Andrews?

25          A.     This is the custom lot parcel, and --



1 Q. "This," being within the diagonal?

2 A. It was within Takedown Number 1, but  
3 ultimately we adjusted all of that, so it's a little  
4 confusing for that reason, so it's not a black and  
5 white exhibit. I mean it's not -- again, I look at the  
6 exhibit exactly the way it's attached to the letter.  
7 This shows the parcels that were subject to the  
8 takedowns and here they are in graphic form.

9 Q. Okay. So here's my question to you: Is the  
10 ownership of the custom lot agreement depicted on this  
11 map? That's all I'm asking.

12 A. Well, it is and it isn't. I mentioned that  
13 first large takedown parcel, they're showing that here,  
14 so on the one hand, we gave CSI back the golf course  
15 and some other parcels in here, including this custom  
16 lot parcel, but then we acquired it later via the  
17 custom lot agreement.

18 Q. So for purposes of the record, it would be --

19 A. So this --

20 Q. -- just below the red?

21 A. Let me finish my answer.

22 MS. LUNDVALL: Your Honor, hold on.

23 THE WITNESS: I keep saying this exhibit was  
24 intended to depict the takedowns in the agreement, and  
25 it does that. If you're asking me other questions,

1 it's gonna be a little bit confusing in this exhibit.

2 BY MR. J.J. JIMMERSON:

3 Q. Okay. That's why I'm asking, because this is  
4 the document my client received from your clients.

5 A. Uh-huh.

6 Q. From your boss.

7 So it does not depict the custom lot purchase  
8 in that map.

9 Is that a fair statement?

10 A. Like I said, it does and it doesn't, because  
11 it basically we acquired it once, gave it back and  
12 reacquired it, so I don't know how you want to me to  
13 answer that, but it shows the takedown in the Option  
14 Agreement, which was the purpose, and we numbered these  
15 takedowns so you can tie them back to the letter.

16 Q. Okay. Thank you.

17 Did the map that was sent to my clients, did  
18 it depict the ownership of the, under the multi-family  
19 contract?

20 A. No.

21 Q. Did it show the rights under the commercial  
22 agreement?

23 A. We don't have a commercial agreement.

24 Q. I'm sorry. I thought you indicated you had  
25 signed a contract that gave you backup rights under

1 that one part, the commercial?

2 A. Keep in mind we own the backup rights via the  
3 Amended and Restated Option Agreement.

4 Q. Okay.

5 A. We, we amended that several times with the  
6 various amendments. Then in the Eighth Amendment, we  
7 actually took security. Like I mentioned, we took  
8 land. The reason we bought the golf course and the  
9 land around it was we wanted to protect our property in  
10 the event that something crazy happened with the golf  
11 course.

12 And I had great precedent for this. We owned  
13 property out at Lake Las Vegas. For anybody who's paid  
14 attention to that story, the resort did not own the  
15 golf courses. The golf course and the resort became at  
16 odds. The golf course turned off the water, killed it,  
17 and destroyed if it affected the entire community, so  
18 I said, We don't want that to happen at Coyote Springs,  
19 so we bought the golf course and required CSI to  
20 operate it, at a loss.

21 So we don't even have a mechanism for  
22 deriving economic value from the golf course. We own  
23 it defensively, and that's the same reason we acquired  
24 land around the golf course, so they couldn't do  
25 anything squirrely with it, because we didn't have a

1 good relationship with CSI after Harvey left.

2 Q. Understood.

3 A. So when you say we acquired the commercial  
4 rights, we really didn't, we acquired property that was  
5 zoned for commercial, but in order for me to build on  
6 it via my private rights with CSI, we'd still have to  
7 meet certain requirements, and they would have to fail  
8 at them before I would get commercial rights.

9 Q. All right. Did Pardee own this white parcel  
10 where you say the multifamily 10 acres is?

11 A. I don't know.

12 MS. LUNDVALL: Now, hold on, I think that is  
13 an inaccurate depiction. When Mr. Andrews was pointing  
14 to where the multifamily designation was assigned, it  
15 was not to the white parcel, it was to a yellow parcel.

16 THE WITNESS: Right there.

17 MR. J.J. JIMMERSON: I'm sorry. I thought it  
18 was the white parcel.

19 MS. LUNDVALL: There we go.

20 BY MR. J.J. JIMMERSON:

21 Q. So it's this smaller here?

22 A. Yeah.

23 Q. Right there?

24 A. Something like that.

25 THE COURT: That was my understanding.

1           MR. J.J. JIMMERSON: Thank you, Judge. I  
2 thought it was the white parcel. I'm glad for the  
3 correction.

4           THE WITNESS: No. The white parcel was owned  
5 by CSI.

6 BY MR. J.J. JIMMERSON:

7           Q. Okay. Thank you.

8           A. At some point, that was a commercial parcel.

9           THE COURT: That was a commercial parcel.

10          THE WITNESS: And a portion of it has now  
11 been converted to electrical substation.

12 BY MR. J.J. JIMMERSON:

13          Q. Are there any other parcels owned by Pardee  
14 not shown in Exhibit 15 map besides multifamily,  
15 besides --

16          A. No, but we have a number of areas that we  
17 have.

18          Q. Custom lots?

19          A. Yeah. Actually, there's, it's this piece  
20 here. It's the wastewater treatment plant.

21          Q. Thank you,

22          A. And we own easements for other municipal  
23 purposes like well sites, or at one time we did, and we  
24 transferred them to the Vegas Valley Water District.

25          Q. All right. Thank you.

1           Would you look, please, at Exhibit 23.

2           This, Mr. Andrews, is a letter dated  
3 April 21, 2010, that included a map and legend that  
4 Mr. Wolfram sent to Mr. Lash.

5           My only question here to begin with is have  
6 you seen this letter before?

7           A.     I have.

8           Q.     When did you first see this letter?

9           A.     Probably around the time it was delivered to  
10 Mr. Lash.

11          Q.     So April of 2010?

12          A.     I don't know, but something like that.

13          Q.     All right. And do you understand this was  
14 Mr. Wolfram's best estimate or understanding of  
15 property owned by Pardee?

16          A.     I understand it, yeah.

17          Q.     Okay. And is it generally accurate as you  
18 look at that time now and then as you looked at it in  
19 April of 2010?

20          A.     Yes. Well, generally, from the fact he's  
21 saying this is what Pardee owns. If you check County  
22 records, you'll see Pardee's ownership of these  
23 parcels.

24          Q.     All right. Thank you.

25                 You talk about, you gave an answer that said

1 you needed parcel maps and deeds to have an  
2 understanding of location, location of acreage; is that  
3 right?

4 A. Well, to understand how they're recorded.

5 Q. What do you mean by "how they're recorded,"  
6 please?

7 A. Again, we own -- even in this exhibit, he's  
8 showing we own the far right-hand corner. We own the  
9 wastewater treatment; isn't that right?

10 Q. Okay. What does that mean?

11 A. It means Pardee owns a wastewater treatment  
12 plant, it doesn't mean it was a part of the agreement  
13 that Mr. Wolfram was a part of.

14 Q. Okay. And is it your understanding that it  
15 was not part of the agreement?

16 A. Clearly.

17 Q. Okay.

18 A. Yeah. We didn't entered into a contract in  
19 the Amended and Restated to buy a wastewater treatment  
20 plant.

21 Q. All right.

22 A. In fact, I don't think we bought it, I think  
23 it was transferred.

24 Q. Okay. And then the next question is: Do any  
25 of the deeds that would be recorded and subject to

1 public view designate the use or the intended use?

2 A. No.

3 Q. Okay.

4 A. They, but they would, they would demonstrate  
5 how they were recorded.

6 Q. Okay.

7 A. My point is, they would say whether they were  
8 part of that contract or not.

9 Q. Thank you.

10 A. Keep in mind we were going to acquire all  
11 things out here that would show up as Pardee ownership,  
12 well sites, potential park sites. We talked about at  
13 one point helping entitlements out by Pardee taking  
14 ownership to some of the conservation area, which was  
15 clearly not developable.

16 Q. Does the, either the -- I will stay with the  
17 Amended, because that's what you're comfortable with.  
18 Does the Amended and Restated Option Agreement,  
19 Exhibit 5, of March 28th, 2,005, state that Pardee  
20 intends to buy well sites?

21 A. Oh, gosh.

22 Q. Yes or no, sir?

23 A. I don't even know. Let me tell you where  
24 it's at though. This thing was such a blank canvas.  
25 Like I explained earlier, from a technical standpoint,



1 it was a fascinating, complicated thing. We couldn't  
2 possibly have preconceived of everything we were ever  
3 gonna do out there, and the Amended and Restated  
4 Agreement was where we were gonna buy residential land.  
5 We boiled Harvey's arm waving down to that, and then as  
6 we started developing, more things came out.

7           And we did acquire other rights, but we also  
8 were required, against our wishes, to buy other things  
9 like a wastewater treatment plant site. We wouldn't  
10 want to own that even, but at the time, we ended up  
11 acquiring it, but it was part of some issues we were  
12 dealing with Clark County Water Reclamation District,  
13 but those are things that get complicated out of a very  
14 complex development deal, and that's why in Wolfram's  
15 letter he missed the point.

16           If you want to go out there and look at  
17 everything we own, great, you can create a map on that.  
18 It doesn't mean it's part of your contract.

19       Q.     Right. I appreciate that.

20           And did you know that as part of the contract  
21 with Pardee between Mr. Wolfram and Mr. Wilkes, there  
22 was an obligation from Pardee to keep our clients  
23 reasonably informed as to all matters that related to  
24 their entitlement of their commissions?

25       A.     I don't know the particulars of that.

1           Q.       All right. Are you aware that Amendments 1  
2 through 8 were never delivered to Mr. Wolfram and  
3 Mr. Wilkes to the Amended and Restated Agreement?

4           A.       I don't know anything about that.

5           Q.       Fair enough. Thank you.

6                    Next, you have indicated that the, the  
7 documents, like the Amended and Restated and its  
8 amendments, were deemed by the parties to be  
9 confidential during your testimony this morning?

10          A.       Yes.

11          Q.       All right. And did you know whether or not  
12 your company -- withdrawn.

13                    Do you know whether or not the Amended and  
14 Restated Option Agreement was deemed confidential to  
15 Mr. Wilkes?

16          A.       I don't know.

17          Q.       Or to Mr. Wolfram?

18          A.       I don't know.

19          Q.       All right. Did you ever inquire of  
20 Mr. Wolfram or Mr. Wilkes as to whether or not they'd  
21 be willing to sign a confidentiality agreement, like  
22 they have in this case, in order to protect your  
23 interest in confidential communications or confidential  
24 information, while at the same time protecting their  
25 rights to be reasonably informed?

1           A.       We never discussed it, but I would have never  
2 done that. A confidentiality agreement is what it is.

3           Q.       Now, you indicated in response to questions  
4 this morning that a parcel map has a specific, is a  
5 specific term of art, and my understanding --

6           A.       I'm sorry, specific term of --

7           Q.       Term of art. In other words, it has a  
8 specific meaning in your world.

9           A.       Yes.

10          Q.       Okay. And as I understood, your answer to  
11 that or your explanation is it is a statement of what  
12 is owned by Pardee.

13                   MS. LUNDVALL: And I think --

14                   THE WITNESS: No.

15                   MS. LUNDVALL: Yeah, thank you.

16 BY MR. J.J. JIMMERSON:

17          Q.       Is that true?

18          A.       No.

19          Q.       What's your understanding of the term "parcel  
20 map," as you used those words this morning?

21          A.       It records what we own when we can define it  
22 and record it.

23          Q.       All right.

24          A.       We own rights that aren't recorded in a  
25 parcel map.

1           Q.       Okay. And as you've indicated, just the  
2 whole development process was such that you had rights  
3 that were not formally recorded at the recorder's  
4 office, and as the amendments happen and you're trueing  
5 that up as you move along?

6           A.       In this agreement, we still own lots of  
7 rights that aren't recorded as land. We do try to get  
8 something recorded as security, but we continue to own  
9 rights that you can't record as land.

10          Q.       Okay.

11          A.       I mean water rights is another example, and  
12 that's a whole world I've had to learn about, but  
13 anyway, there are things out there that we can't record  
14 as land.

15          Q.       All right. Thank you.

16                   Did you ever know whether or not Mr. Wolfram  
17 and Mr. Wilkes were requesting parcel maps from Pardee  
18 as part of the request for information to be kept  
19 reasonably informed?

20          A.       No, I never.

21          Q.       Okay. Did you hear from Mr. Lash in this  
22 all-hands meeting or perhaps in other conversation near  
23 that time, near roughly February, March 2004, maybe a  
24 bit earlier but, at the meeting that Mr. Lash was  
25 unaware of your communication, prior communication,

1 with Mr. Whittemore?

2 A. John never said that to me.

3 Q. I'm sorry, what? I didn't hear you.

4 A. John never said that to me. I called John  
5 after the Whittemore visit, and that was the first John  
6 heard of it.

7 Q. All right. So you never heard him say that  
8 he didn't recall that meeting or recall being informed  
9 by you?

10 A. I don't know what the question is.

11 Q. Have you ever heard Mr. Lash tell you, for  
12 example, at the all-hands meeting, that he was unaware  
13 of the cold call conversation or meeting that you had  
14 when Harvey Whittemore dropped by a month earlier  
15 before?

16 A. I don't recall John telling me that.

17 Q. All right. Was one of the rights acquired  
18 under the Amended and Restated Agreement, which you are  
19 more conversant with than the earlier agreement, the  
20 exclusive right of Pardee to buy single-family  
21 production residential property?

22 A. Absolutely.

23 Q. And in terms of rights, in terms of the  
24 character or type of property, that was all that Pardee  
25 was buying as of March 28th of 2005?

1 A. Correct.

2 Q. Thank you.

3 That being the day, date of the Amended.

4 You characterize this as single-family  
5 production residence?

6 A. We did.

7 Q. That's what was in the Amended and Restated?

8 A. Uh-huh.

9 Q. Thank you.

10 Exhibit 5, you indicated that in 2004, land  
11 was being acquired, particularly in larger sizes. It  
12 was getting difficult in the Las Vegas Valley; is that  
13 right?

14 A. Yes.

15 Q. And you mentioned 500 to \$600,000 an acre?

16 A. Yes.

17 Q. That's why you were looking --

18 A. Yes.

19 Q. -- even though it might seem farfetched,  
20 that's why you looked at White Hills, why you looked at  
21 Sandy Valley, why you looked at Coyote Springs, right?

22 A. That's why we were looking.

23 Q. Thank you.

24 Despite your requests that Mr. Wilkes and/or  
25 Mr. Wolfram leave the meeting, were they permitted to

1 stay by Mr. Lash?

2 A. I don't remember.

3 Q. Okay. Thank you.

4 Were you aware of Mr. Lash's instruction  
5 through Ms. Lawson -- do you know Ms. Lawson?

6 A. Yes.

7 Q. Is her first name Lisa?

8 A. Yes.

9 Q. And who was she?

10 A. She works for John, and she works in the land  
11 acquisition department.

12 Q. Were you aware of any instructions given by  
13 Mr. Lash to Ms. Butler at Chicago Title instructing her  
14 not to provide certain information to Mr. Wolfram and  
15 Mr. Wilkes?

16 A. I am not aware. I'm not aware of that.

17 Q. Thank you.

18 As I understand -- who are the parties? It  
19 was unclear to me, as I heard your testimony, who are  
20 the parties to the development agreement?

21 A. Clark County and CSI and Pardee Homes.

22 Q. Thank you.

23 And as you indicated, the alignment was  
24 typically CSI and Pardee together making a presentation  
25 to Clark County; is that right?

1           A.       Correct.

2           Q.       So if there was an opposite of Pardee, it  
3 would be Clark County?

4           A.       Yes. And that's, that's how the agreement is  
5 written.

6           Q.       Was there a similar development agreement  
7 ever submitted to the County of Lincoln?

8           A.       I don't know, and we wouldn't have been  
9 involved there. We don't own land in Lincoln. It gets  
10 real complicated if you start talking about  
11 relationships with Lincoln.

12          Q.       Okay. All right.

13                 Would you give us just a few sentences,  
14 please, on what is the parcel mapping process, what it  
15 includes, what it encompasses?

16          A.       Well, again, as I mentioned to the Court, the  
17 parcel mapping process is where we go and define legal  
18 boundaries on property so that we can record them and  
19 attain clear title to them. It's not an entitlement,  
20 it's a form of ownership or a record of ownership.

21          Q.       Okay. Thank you.

22                 And again, the parcel map would not show  
23 designated intended use?

24          A.       Not that I've ever seen.

25          Q.       Thank you.



1           Next is, and I appreciate your, you know,  
2 your gloss on Harvey Whittemore, you, in trying to find  
3 out what was being bought and being sold, one of the  
4 things that came out of it was a limited time to buy  
5 the entire parcel for \$1.2 million, 30,000 acres times  
6 \$40,000 an acre.

7           MS. LUNDVALL: I think we're beyond the scope  
8 of my exam. I've tried to give some leeway here.

9           THE COURT: I have to agree, we all heard  
10 that testimony.

11          MR. J.J. JIMMERSON: Thank you. All right.

12          THE COURT: We all know they didn't do it.

13          MR. J.J. JIMMERSON: Yes, your Honor. Thank  
14 you.

15 BY MR. J.J. JIMMERSON:

16          Q. Now, you did reference, in response to a  
17 question I asked yesterday and again this morning, that  
18 you understood that this Amended and Restated Option  
19 Agreement was a 40 year contract, correct?

20          A. I never testified to that.

21          Q. I heard you say 25 or 30 years. You knew  
22 this could go on in the future?

23          A. I was just speaking about the development  
24 time frame. I forget how long the contract goes for.  
25 I mean there's a schedule for how long the takedowns

1 could go for, but we, we actually had the ability to  
2 continue on as long as we could find residential land  
3 out there, so I don't know that that's significant.

4 Q. That's what I'm asking you. Did you  
5 understand that it gave you rights, the Amended and  
6 Restated Option Agreement gave rights to acquire land  
7 for up to 40 years, up to many years?

8 A. On a very long time, yes.

9 Q. Not trying to put 40 in your mouth, I'm  
10 saying for a long time.

11 A. Uh-huh.

12 Q. Many years?

13 A. Right.

14 Q. Now, unique about the custom lot agreement, I  
15 understand your testimony is it's a partnership, as  
16 opposed to a sheer acquisition, where CSI is the seller  
17 and Pardee is the buyer.

18 A. Yeah. It's not a true partnership, but it's  
19 more like a partnership. It's a very complicated  
20 transaction, because my company doesn't want to get  
21 into partnerships, but it behaves just like one.

22 MR. J.J. JIMMRESON: Okay, I have nothing  
23 further.

24 MS. LUNDVALL: Very briefly, your Honor?

25 THE COURT: Okay.

1                   MS. LUNDVALL: I think we can get this  
2 witness out of here.

3                   Brian, can you pull up Exhibit 15 for me,  
4 please, the map?

5                   RE CROSS-EXAMINATION

6 BY MS. LUNDVALL:

7           Q.       Mr. Andrews, your previous testimony was that  
8 this map was intended to depict the lands that Pardee  
9 had originally acquired with the \$84 million, correct?

10          A.       Correct.

11          Q.       And you identified a parcel of property that  
12 was in the yellow, that's on the far boundary for which  
13 multifamily rights were later assigned; is that right?

14          A.       Yes.

15          Q.       Now, when you later assigned those  
16 multifamily rights to the lands that are depicted in  
17 yellow, did you go back and say to the plaintiffs, We  
18 want some money back from the commission we paid you?

19                   MR. J.J. JIMMERSON: I'm gonna object, your  
20 Honor. He doesn't know one thing about the Commission  
21 Agreement.

22                   He can answer the question. I agree, he can  
23 answer the question. I withdraw the objection.

24                   THE COURT: Okay. All right.

25                   Do you want to hear it again?

1 THE WITNESS: No, no, I got the question.

2 No, we never went back and demanded the commission  
3 back. We bought the land, we paid the commission, it  
4 was done.

5 BY MS. LUNDVALL:

6 Q. All right. You had also indicated that the  
7 custom lot agreement that had been entered into between  
8 Pardee and CSI, those lands, too, are depicted on  
9 Exhibit 15?

10 A. Yes.

11 Q. All right. The custom lot agreement was  
12 subsequent to the acquisition of those lands; is that  
13 right?

14 A. Yes.

15 Q. All right. And that custom lot agreement  
16 then -- general question, after you did the custom lot  
17 agreement, did you go back to the plaintiffs and say,  
18 We want some money back, because we're no longer using  
19 this for single residential, single-family residential  
20 land?

21 A. No. Because again, we bought the land. To  
22 me, it's like every other contract we do, it's a  
23 contract. Once we buy the land, record it, the escrow  
24 officer pays the commission to the broker, and it's all  
25 done.

1 MS. LUNDVALL: No further questions, your  
2 Honor.

3 MR. J.J. JIMMERSON: And I don't have  
4 anything, Judge. Thank you.

5 THE COURT: Okay, thank you very much,  
6 Mr. Andrews.

7 THE WITNESS: Thank you.

8 Here's your pen back.

9 THE COURT: Okay.

10 MR. J.M. JIMMERSON: Your Honor, can we take  
11 our morning break?

12 THE COURT: Yes. I was ready for it too, but  
13 I wanted to make sure if we could get him out of here,  
14 we would not hold him up.

15 MR. J.M. JIMMERSON: Thank you.

16 (Brief recess.)

17 THE COURT: All right, do we have another  
18 witness, or where are we?

19 MR. J.M. JIMMERSON: Yes, your Honor. We're  
20 gonna call James J. Jimmerson to the stand.

21 THE COURT: I understand. Are you gonna --

22 MR. J.J. JIMMERSON: He's wanted to do this.

23 THE COURT: I was gonna say how long have you  
24 waited to --

25 MR. J.J. JIMMERSON: 62 years.

1                   MR. J.M. JIMMERSON: Pat, I'm calling in all  
2 favors for the scope objections to be waived for five  
3 minutes myself.

4                   JAMES J. JIMMERSON,  
5 having been duly sworn to tell the truth, the whole  
6 truth, and nothing but the truth, was examined and  
7 testified as follows:

8                   THE CLERK: For the record, please state your  
9 first and last name.

10                  THE WITNESS: James J. Jimmerson,  
11 J-i-m-m-e-r-s-o-n.

12                  THE CLERK: Thank you.

13                  THE COURT: He's gonna do some housekeeping.  
14 Let's go.

15                  THE WITNESS: Go ahead, Jim.

16                                 DIRECT EXAMINATION

17 BY MR. J.M. JIMMERSON:

18           Q.       I don't know what to call him, Mr. Jimmerson?

19           A.       There you go, that's about as good as it's  
20 ever been.

21           Q.       What's your current occupation?

22           A.       An attorney at law.

23           Q.       And how are you employed as an employee?

24           A.       The firm Jimmerson Hansen, A Professional  
25 Corporation, employees me. I'm the president and

1 secretary.

2 Q. And how long have you been at Jimmerson  
3 Hansen?

4 A. 1983 or '84.

5 Q. And how long have you been practicing law?

6 A. 37 years.

7 Q. And give us a brief history of some of your  
8 career highlights, awards, etc.

9 MS. LUNDVALL: You know, your Honor.

10 THE COURT: We'll stipulate.

11 MS. LUNDVALL: Is this gonna be relevant.

12 THE COURT: I'll stipulate for foundation.

13 Just, why don't you just do his qualifications for  
14 saying what the hourly rate was, his knowledge on that.

15 Isn't that the substance basically?

16 THE WITNESS: Totally.

17 MR. J.M. JIMMERSON: Exactly.

18 THE COURT: I'm sure Ms. Lundvall will  
19 stipulate he's qualified to practice law, he has the  
20 experience to do what he does, but do what you want.

21 THE WITNESS: All right.

22 THE COURT: I want to hear your highlights.

23 THE WITNESS: I don't want to tell them to  
24 you. I'm just kidding, that's fine.

25 THE COURT: I think I've watched them.

1 OBY MR. J.M. JIMMERSON:

2 Q. I'll withdraw the question, Mr. Jimmerson.

3 What is your hourly rate you charged in this  
4 matter?

5 A. \$550.

6 Q. Are you familiar with the market rate  
7 generally for this type of litigation in Las Vegas?

8 A. Yes.

9 Q. And for your level of experience and  
10 expertise, is this above market? Below market? At  
11 market?

12 A. I think it's probably at market. It might be  
13 a little lower. I've seen where other civil litigation  
14 firms now are in the 6- to 800 an hour range.

15 Q. Okay. Do you supervise associates and other  
16 staff in the course of this matter?

17 A. I did. I do.

18 Q. And do you believe, are they attached to an  
19 hourly rate as well?

20 A. They are.

21 Q. And how do you assign that hourly rate?

22 A. I evaluate their length of experience as  
23 lawyers, their skill irrespective of length of service,  
24 their efficiency, if they're able to accomplish a great  
25 deal in a shorter period of time, as opposed to taking



1 a lot of hours to accomplish what we think might take a  
2 little shorter time.

3           So I look at their qualifications, I look at  
4 their efficiency, I look at their dedication. And  
5 there are factors under both Supreme Court Rule 1.5 and  
6 a case many years ago in 1969 called Brunsell versus  
7 Golden Gate National Bank that gives guidance to the  
8 Court. There's also, in the family law world, a case  
9 called Love versus Love, but between those sources.

10           There are some common factors that lawyers  
11 and the Court look to toward setting reasonable fees  
12 that are reasonably and necessarily incurred.

13           Q.     And did you apply those factors as you set  
14 your rates as it pertains to this case?

15           A.     I do.

16           Q.     And can you please flip to Exhibit 31A?

17           MS. LUNDVALL: Your Honor, all I have is 31.  
18 Maybe counsel can give me a 31A.

19           THE COURT: Here's what I have as 31A.

20                   Am I right?

21           MR. J.M. JIMMERSON: Yes, yes, your Honor.

22                   Are we all on 31A now?

23           THE WITNESS: I will tell you the book  
24 doesn't distinguish, Mr. Jimmerson, between 31 or 31A.

25           THE COURT: We were supposed to do this

1 insert over the pink.

2 THE WITNESS: We have the pink.

3 THE COURT: Do you have this?

4 THE WITNESS: Yes, ma'am, I do.

5 THE COURT: This is what I have.

6 MR. J.M. JIMMERSON: Yes, that's, that's 31A.  
7 We did basically a substitute.

8 THE COURT: We did a substitute, so we need  
9 the highlight in green.

10 Do you have it?

11 THE CLERK: I'll give him my copy here.

12 THE COURT: That book may not have it. We'll  
13 give you the copy in the Court's exhibits. Okay, all  
14 right. We can fix that.

15 Kristin said it must have happened when she  
16 wasn't here.

17 MS. LUNDVALL: I agree, your Honor.

18 THE COURT: We'll stipulate.

19 BY MR. J.M. JIMMERSON:

20 Q. Mr. Jimmerson, what is that exhibit?

21 A. It is marked as Exhibit 31A. It is a portion  
22 of the billings to Mr. Wolfram and Mr. Wilkes, pursuant  
23 to our written fee agreements, for work that began in  
24 November of 2010 through roughly mid June of 2013, that  
25 focuses upon the work we did in this case prosecuting

1 the three claims in the complaint filed December of  
2 2010.

3 Q. Is it a true and accurate copy of those  
4 records?

5 A. I believe it is.

6 Q. Okay.

7 A. I personally reviewed this, obviously, before  
8 I came here today.

9 Q. All right. Is that the bill that you would  
10 send to Mr. Wolfram or Mr. Wilkes?

11 A. Yes, it has been sent --

12 Q. Okay.

13 A. -- to each of them.

14 Q. I can see there's highlights on that. Can  
15 you, were those highlights part of the original bill  
16 sent to the client, or were they added later?

17 A. No. They were added later.

18 Q. Why were they added later?

19 A. Well, we were trying to present, as part of  
20 the plaintiffs' case in chief, the damages that would  
21 speak to a couple of elements. One would be --

22 MS. LUNDVALL: Your Honor, I don't think this  
23 witness is entitled to argue to the Court.

24 THE WITNESS: I'm not.

25 MS. LUNDVALL: I think he's entitled to

1 describe what the highlights are.

2 THE COURT: Explain the purpose of the  
3 highlights.

4 MS. LUNDVALL: Thank you.

5 THE WITNESS: The purposes of the highlights  
6 is to allocate the work that we believe is the totality  
7 of work that is directed to the first claim for relief  
8 from seeking an accounting from Pardee Homes of Nevada,  
9 Inc.

10 BY MR. J.M. JIMMERSON:

11 Q. Are there highlights pertaining to other two  
12 claims for relief?

13 A. The first claim for relief, I apologize. The  
14 first claim for relief for accounting, the second claim  
15 for relief is for the breach of the implied covenant of  
16 good faith and fair dealing, and the third claim is  
17 breach of contract for failure to keep them reasonably  
18 informed.

19 MS. LUNDVALL: Your Honor, I'm going to move  
20 to strike the last objection [sic]. The complaint is  
21 itself -- the last piece of testimony. The complaint  
22 itself would identify the specificity of the  
23 allegations.

24 THE COURT: It would. I just want to orient,  
25 because obviously they've broken it up, so for our

1 purposes, that's what you're doing.

2 THE WITNESS: And for the record, the  
3 complaint is Exhibit O at trial.

4 Go ahead.

5 MR. J.M. JIMMERSON: I would like to move  
6 this into evidence as Exhibit 31A.

7 THE COURT: Any objection, Ms. Lundvall?

8 MS. LUNDVALL: Your Honor, our objection  
9 would be based upon relevance, but I believe that the  
10 Court has already dealt with this issue, so there would  
11 be a conditional admission.

12 THE COURT: I'm gonna go ahead and admit it.  
13 You have your record on the issue.

14 MS. LUNDVALL: I do. Thank you.

15 THE COURT: You're not waiving anything by --

16 MS. LUNDVALL: Thank you, your Honor.

17 THE COURT: It's admitted. 31A is admitted.

18 BY MR. J.M. JIMMERSON:

19 Q. Have you come to a conclusion as to a  
20 calculation of attorney fee damages as it pertains to  
21 the accounting claim?

22 A. Yes.

23 Q. Okay. And how did you arrive at that  
24 conclusion? What was the formula you applied?

25 A. I focused upon the task undertaken and

1 whether it had a direct relationship to accounting and  
2 work needed to process our claim for accounting, "our  
3 claim," meaning Mr. Wolfram and Mr. Wilkes. I, for  
4 those specific tasks, I assigned a 100 percent charge.  
5 If I charged \$250 for that day's entry, I would charge  
6 a hundred percent for that. That is in yellow.

7 In addition, I added to that one third of the  
8 unyellowed amount, which I call the white entries, just  
9 simply black and white entries, because of the three  
10 counts, we just associated one third for the accounting  
11 counts of those unyellowed numbers, and the total is a  
12 little over \$135,000 between the entire period of  
13 November 2010 through June, the middle of June 2011,  
14 which would put it essentially before we began the  
15 trial.

16 Go ahead.

17 Q. Mr. Jimmerson, do you see that there is a set  
18 of pink or purple highlights?

19 A. I do.

20 Q. Okay. And what do those apply to?

21 A. Those are specifically the breach of the  
22 implied covenant of good faith and fair dealing and  
23 breach of contract regarding failure to provide, to  
24 keep the clients reasonably informed. On subpoenas and  
25 custodians of records depos, and a finite pinpointed

1 effort for those matters only totaling 7,600 and  
2 change, but \$7,600.

3 Q. Okay. Do you believe that --

4 A. And let me add, the \$7,600 is part of the  
5 135,000, it's not to be added on.

6 THE COURT: Okay. So the pink highlighted  
7 ones are not to be added on, they've already been  
8 assigned?

9 THE WITNESS: They were \$7,600 for purposes  
10 of what we felt we had to do to obtain this information  
11 under Counts 2 and 3, but they're part of the 135,000.  
12 We aren't seeking a ago duplication.

13 THE COURT: That's what the highlights are?

14 THE WITNESS: That's correct.

15 BY MR. J.M. JIMMERSON:

16 Q. Have you supervised or been a participant in  
17 the work since the drafting of the complaint in this  
18 matter?

19 A. Yes.

20 Q. And has that supervision or participation  
21 been continued to the present?

22 A. It has.

23 Q. Do you believe that these charges are a fair  
24 and, fair and reasonable in light of the factors that  
25 you discussed?

1           A.       I do.

2           Q.       Do you believe Mr. Wolfram and Mr. Wilkes  
3 have received fair value for the charges?

4           A.       I do.

5                   MR. J.M. JIMMERSON:   That's all I have, your  
6 Honor.

7                   THE COURT:   Okay.   I need to understand --  
8 why don't you do cross-examination.   I'm sorry.

9                               CROSS-EXAMINATION

10          BY MS. LUNDVALL:

11          Q.       Let me see if I can't understand your  
12 testimony.   Anything in yellow, you're asking for in  
13 total; is that correct?

14          A.       Yes.   As aimed for the accounting claims,  
15 Ms. Lundvall.

16          Q.       Anything in black and white, you are dividing  
17 that by three and asking for that?

18          A.       That's right, as part of the accounting  
19 claim.

20          Q.       And anything in purple, that you're not  
21 asking for?

22          A.       No.   Purple is what I call the breach of  
23 contract for the keep reasonably informed information  
24 and breach the implied covenant.

25                   THE COURT:   It's just for subpoenas, depos,



1 that type of thing.

2 BY MS. LUNDVALL:

3 Q. Now, there are redactions within this fee  
4 detail, correct?

5 Let me turn you to the very last --

6 A. There are some, yes, that's true.

7 Q. Let's see if we can use an example, if we  
8 could.

9 Turn to 31A-025.

10 THE COURT: 025.

11 THE WITNESS: I see Plaintiffs' 10479.

12 BY MS. LUNDVALL:

13 Q. Can we get a Bates stamp?

14 THE COURT: The Bates stamp, do you have a  
15 Bates stamp?

16 MR. J.M. JIMMERSON: 511.

17 THE COURT: 511.

18 MR. J.M. JIMMERSON: 10511.

19 Thank you very much.

20 THE COURT: Mine starts with 4 numbers.

21 It's the last page, okay.

22 I found it.

23 BY MS. LUNDVALL:

24 Q. Here we go. Let me use that as an example,  
25 if we could, please.

1 A. Sure.

2 Q. For example, the very top of that page says,  
3 Trial Preparation, correct?

4 A. That's true.

5 Q. But there's something redacted after that; is  
6 that right?

7 A. That's correct.

8 Q. And you're asking for everything in yellow  
9 for the Court to give compensation upon; is that  
10 correct?

11 A. For the 6.2 hours, correct.

12 Q. But you're not telling us what is found after  
13 the trial preparation, because it's been redacted,  
14 correct.

15 A. That is true.

16 Q. All right. Let me go to another example, if  
17 I could, please.

18 You go down to about halfway down you've got  
19 Legal Research, and there is a redaction there?

20 A. Yes.

21 Q. Conference with James M. Jimmerson regarding,  
22 and you have a redaction there?

23 A. April the 8th, yes, ma'am.

24 Q. And we have redactions then all the way  
25 through this particular fee transaction file, as it's

1 entitled; is that right?

2 A. Yeah, there are some redactions, sometimes in  
3 the middle of the sentence, as you observed.

4 Q. And you haven't tendered what those  
5 redactions are to opposing counsel?

6 A. I have not. We have not.

7 Q. Now, what I would like to do is to see if you  
8 can find in here, I'm looking for what should be the  
9 very beginning or the very first billings that would  
10 have been sent to the client. To be quite candid, I'm  
11 having a little hard time finding that.

12 A. No problem, take your time.

13 MR. J.M. JIMMERSON: I think it's 10469. It  
14 would be the first.

15 MS. LUNDVALL: 10 --

16 THE COURT: Are yours in Bates stamp order?  
17 Mine aren't.

18 MR. J.M. JIMMERSON: The Bates is on the --  
19 The answer is they're not sequential.

20 THE COURT: Yeah, that's what I'm trying,  
21 okay. So 140, did you say 69.

22 MR. J.M. JIMMERSON: Yeah, I want to say it's  
23 like six pages in.

24 MS. LUNDVALL: Six.

25 THE WITNESS: Six pages or seven pages.

1 THE COURT: There, okay.

2 THE WITNESS: Your question, ma'am?

3 BY MS. LUNDVALL:

4 Q. What I'm trying to do is first to find it.

5 Once again, throughout where we're at on that  
6 very first billing, you've got redactions on here as  
7 well?

8 A. Yes, ma'am.

9 MS. LUNDVALL: No further questions, your  
10 Honor.

11 THE COURT: Okay. So I want to make sure I'm  
12 clear.

13 THE WITNESS: Okay.

14 THE COURT: Everything that's yellow in  
15 highlight you are saying is a hundred percent related  
16 to the first cause of action?

17 THE WITNESS: Yes, ma'am.

18 THE COURT: Anything that's in black and  
19 white you are saying you're dividing it by a third,  
20 meaning the other two thirds were related to the other  
21 two causes of action?

22 THE WITNESS: Yes, ma'am.

23 THE COURT: And the pink or purple is part of  
24 the yellow?

25 THE WITNESS: That's right, and is focused on

1 the need to get other, get documents from third-party  
2 sources.

3 THE COURT: How did you make the decision?  
4 What criteria did you use to say this entry, like let's  
5 just, just so I understand, the first page, 31A,  
6 everything there is highlighted?

7 THE WITNESS: Yes, ma'am.

8 THE COURT: So you're saying everything, like  
9 when meeting with Jim Wolfram, you felt all of that was  
10 not in any way related to the second or third cause of  
11 action, that was all the accounting?

12 THE WITNESS: Yes, ma'am.

13 THE COURT: Okay. And you're doing that,  
14 because based on that's the only thing, I assume you  
15 are area doing it because that's when you were trying  
16 to get information?

17 THE WITNESS: That's exactly right.

18 If you map this up to what's going on in June  
19 of 2013 and the appearances in front of you where, for  
20 example, was this claim of gonna be allowed to exist  
21 for trial, these are issues in this time period.

22 THE COURT: When was the complaint filed?

23 THE WITNESS: December of 2010.

24 THE COURT: December of 2010.

25 THE WITNESS: Three years ago.

1           THE COURT:   Okay.   Let me find it in my order  
2 here.

3           After you have filed the complaint in  
4 December of 2010, how did you make the allocation that  
5 -- because it looks, to me, like most of it is, most of  
6 the substantive work is highlighted in yellow, which  
7 you're saying was all due to the accounting?

8           THE WITNESS:   Yes.

9           THE COURT:   Because if you look at it, like  
10 review, just for an example, I just want to make sure,  
11 like on 10477, I don't know, however it is --

12          THE WITNESS:   I'll get there, just give me a  
13 second.

14          THE COURT:   Okay, no problem.

15          THE WITNESS:   I have 10477, yes, ma'am.

16          THE COURT:   Right.   Look at the entry of  
17 5/18/2012.   It's a 2.5 entry?

18          THE WITNESS:   I have it there.

19          THE COURT:   Res 5, Review Stewart Title  
20 document.

21          THE WITNESS:   Yes.

22          THE COURT:   And in your review, that had  
23 nothing to do with your second and third cause of  
24 action at all?

25          THE WITNESS:   I can't say it had nothing.

1 THE COURT: That wouldn't be right?

2 THE WITNESS: That would be overstating,  
3 right.

4 THE COURT: But you're charging a hundred  
5 percent to the first cause?

6 THE WITNESS: I am.

7 THE COURT: That's what I'm grappling with,  
8 not to give you a hard time, Mr. Jimmerson.

9 THE WITNESS: Judge, it's fine. I'm not  
10 taking it as a hard time.

11 THE COURT: I want to understand this,  
12 because I take fees very seriously.

13 So how would you have done that?

14 THE WITNESS: Well, this would be documents  
15 received as a result of a subpoena duces tecum or  
16 custodian of records.

17 THE COURT: I understand. You did all that  
18 to get these document?

19 THE WITNESS: And these are the review of the  
20 documents, physical review of the documents, and the  
21 nature of the documents are speaking to understanding  
22 what dollars match up to which takedown, which we felt  
23 was the accounting function. It would be absolutely  
24 accurate for you to say, Isn't that a part of the  
25 breach of the implied covenant and breach of contract,

1 the answer is yes, but because of the --

2 THE COURT: I want to understand.

3 THE WITNESS: The primary nature of the  
4 inquiry to myself appeared to be accounting.

5 THE COURT: Okay.

6 THE WITNESS: So I charged it a hundred  
7 percent.

8 THE COURT: So when I look at these,  
9 basically there's very few substantive ones. There are  
10 some, but basically the focus on the accounting to get  
11 all the documents so you then can make the  
12 determination for the second and third cause of action?

13 Is that a fair way to say it?

14 THE WITNESS: It is.

15 And we also, as you'll seer here, we're very  
16 conservative. First of all, I don't take the witness  
17 stand very often, but I have been an expert on  
18 attorneys in other cases, I will say.

19 THE COURT: Right.

20 THE WITNESS: But we gave Mr. Wolfram and  
21 Mr. Wilkes a \$40,000 discount. To the extent that you  
22 find in favor of the plaintiffs and award us all or  
23 some portion of these fees, that is to the benefit of  
24 Pardee as well, so I can't tell you that's absolutely  
25 100 percent of every entry, but some you can see are



1 certainly more aimed at accounting than others.

2 THE COURT: Right.

3 THE WITNESS: So it's my best qualitative  
4 judgement.

5 THE COURT: In working the case; is that  
6 right?

7 THE WITNESS: That's right.

8 THE COURT: I just wanted to know the focus  
9 when you were doing the underlying, because that's what  
10 stood out to me, okay.

11 MS. LUNDVALL: May I do follow up, your  
12 Honor?

13 THE COURT: Yes.

14 Thank you, Mr. Jimmerson.

15 THE WITNESS: Thank you, your Honor.

16 MS. LUNDVALL: Brian, will you pull up that  
17 same, what appears to be the very first billing  
18 statement, Page 6?

19 THE WITNESS: Wait, let me find it here for a  
20 minute, please.

21 At Bates Stamp number what, please,  
22 Ms. Lundvall?

23 THE COURT: It looks like Plaintiff 10469.

24 THE WITNESS: Yes, I think you're right.

25 FURTHER CROSS-EXAMINATION

1 BY MS. LUNDVALL:

2 Q. That's the very first billing statement that  
3 went to the plaintiffs?

4 A. No. There would have been -- the answer is  
5 yes for this time period. There probably would have  
6 been some billing statements, for example, in 2009 or  
7 '10 when I'm writing to Mr. Stringer or Mr. Curtis.

8 Q. But you haven't brought those to the  
9 attention of the Court?

10 A. Not asking for reimbursement.

11 THE COURT: Didn't you help work on the  
12 Commission Agreement?

13 THE WITNESS: That, that Commission Agreement  
14 would be 2004. In 2009 and '10 we were corresponding  
15 with -- I don't want to speak to that, because I don't  
16 want to draw myself into that. My point is we weren't  
17 seeking those dollars, and they're not part of the  
18 disclosures. When I'm asked the question is this the  
19 first I'm working on it, no, but this would be the  
20 first I'm working on it relative to proximity to filing  
21 a complaint.

22 BY MS. LUNDVALL:

23 Q. What I want to know is this the first billing  
24 statement in this exhibit, because it's not in  
25 chronological order?

1 A. Yes.

2 Q. And this is the first billing statement for  
3 which you're claiming an entitlement to fees; is that  
4 right?

5 A. Yes.

6 Q. And it is after then that this is the  
7 preparation of the documents that led to the filing of  
8 the complaint and everything thereafter; is that right?

9 A. Yes, ma'am.

10 Q. All right. Now, you also indicated you had  
11 given a \$40,000 discount to Mr. Wolfram and Mr. Wilkes;  
12 is that right?

13 A. This is my recollection, yes.

14 Q. And that's an approximate amount of what your  
15 discount was, correct?

16 A. Yes, ma'am.

17 Q. And you gave discounts because you thought it  
18 was reasonable and fair to your clients then by which  
19 to give them that discount; is that right?

20 A. The answer is yes, and for other reasons that  
21 are within the attorney scope of representation.

22 Q. But given the information though that we have  
23 before the Court though, you believed it reasonable and  
24 fair to give that?

25 A. I did.

1 MS. LUNDVALL: No further questions, your  
2 Honor.

3 THE COURT: Okay. I don't have any further  
4 questions.

5 Do you have any follow up.

6 MR. J.M. JIMMERSON: No, your Honor.

7 THE COURT: Okay. Now, for our purposes --

8 THE WITNESS: I put it in the book, your  
9 Honor 31A.

10 THE CLERK: I need that back.

11 THE COURT: Mr. Jimmerson, Kristin needs that  
12 back. That's not the real -- just hand us the exhibit,  
13 31A, and she will mark it.

14 That's an extra set for the witness. She  
15 keeps the originals.

16 MS. LUNDVALL: Thank you.

17 THE COURT: So they don't get lost.

18 So then for our purposes, you're not gonna  
19 move into evidence Plaintiffs Proposed Number 31,  
20 correct?

21 MR. J.J. JIMMERSON: That's correct, your  
22 Honor.

23 MR. J.M. JIMMERSON: That's a substitute,  
24 your Honor.

25 THE COURT: So I want to make sure, so we are

1 on the right page, all right.

2 MR. J.J. JIMMERSON: Judge, with that, we  
3 have two housekeeping matters, three housekeeping  
4 matters.

5 One is judicial notice of Exhibit 42, which  
6 is the map that you held up entering into evidence  
7 that's on file with the County of Clark Planning  
8 Division that was spoken to as one of the two  
9 documents, one of the two maps that Mr. Andrews was  
10 shown by Ms. Lundvall, so that's number one.

11 THE COURT: Okay. I can take judicial  
12 notice.

13 Are you moving it into evidence?

14 MR. J.M. JIMMERSON: No. I'm just asking you  
15 to take judicial notice.

16 THE COURT: Well, if it's not in evidence,  
17 that doesn't make sense.

18 MR. J.M. JIMMERSON: Sorry, your Honor.

19 THE COURT: It's got to be in evidence.

20 MR. J.M. JIMMERSON: We would like you to  
21 take judicial notice of it as well as admit it as well.

22 THE COURT: I understand that. Judicial  
23 notice I have no problem with, we went yesterday on why  
24 we, why 42 -- what changed from what we talked about  
25 yesterday?

1 MR. J.M. JIMMERSON: You had reserved your  
2 ruling on it, and so our position --

3 THE COURT: Let me look at 42. I apologize,  
4 I've moved on.

5 MS. LUNDVALL: Your Honor, it's a map, but it  
6 has a date of 2008.

7 MR. J.J. JIMMERSON: That's right.

8 MS. LUNDVALL: And as the Court had ruled  
9 yesterday, because it was 2008, it had nothing to do  
10 with this new issue that they were introducing about  
11 the tentative map that was in 2010 and 2011.

12 THE COURT: All right.

13 MS. LUNDVALL: The Court then said because  
14 it's not related, it was acknowledged it was not  
15 related, you said it was inadmissible.

16 THE COURT: Okay. What has changed that  
17 makes it relevant? We'll just start again.

18 Can I look at it?

19 MR. J.J. JIMMERSON: Of course. It's right  
20 there.

21 THE COURT: Is that this one?

22 MR. J.J. JIMMERSON: Yes, ma'am.

23 THE COURT: Just for foundation, this is a  
24 map that came from where, the Comprehensive Planning  
25 Department?

1 MR. J.J. JIMMERSON: Yes, your Honor.

2 MR. J.M. JIMMERSON: Yes, your Honor.

3 THE COURT: Okay.

4 MR. J.M. JIMMERSON: Okay. Ms. Lundvall is  
5 correct, the map is dated May 23, 2008.

6 THE COURT: Yes, I see that.

7 MR. J.M. JIMMERSON: It does speak to the  
8 particular issues we have at hand. The first issue  
9 being what's going on at that particular intersection  
10 of Coyote Springs Parkway and Denali Summit, which is  
11 not clearly marked, because you have to really get your  
12 eyes close.

13 THE COURT: Yeah.

14 MR. J.M. JIMMERSON: And what, how that is  
15 designated and how that speaks to the action that  
16 follows, specifically the acquisition of the property  
17 and the filing the tentative map. More importantly, it  
18 speaks specifically to what was going on with the rest  
19 of the property.

20 THE COURT: But I have no one testifying.  
21 It's a conceptual land use plan. I don't even know  
22 what that is. No one testified. I knew, know what a  
23 tentative plan meant. What is this? It says it's a  
24 conceptual land use plan. I have no foundation from  
25 any witness to --

1 MS. LUNDVALL: And the Court asked counsel  
2 what has changed since yesterday.

3 THE COURT: Right.

4 MS. LUNDVALL: There's been nothing I've  
5 heard thus far that --

6 THE COURT: In all honesty, Mr. Jimmerson, I  
7 assumed we were gonna get this through Mr. Andrews so  
8 there was some foundation. I have no --

9 MR. J.M. JIMMERSON: I understand.

10 THE COURT: I have nothing right now to rule  
11 on evidence of what this is or -- I don't want to put  
12 something in evidence when I don't even know what it  
13 means.

14 MR. J.M. JIMMERSON: Okay.

15 THE COURT: And I need a witness to testify  
16 to it. I don't know if you have another witness you  
17 were gonna bring or not.

18 MR. J.M. JIMMERSON: No, your Honor. If  
19 that's your position, then --

20 THE COURT: That's my position.

21 MR. J.M. JIMMERSON: And I just want to  
22 protect the record and --

23 THE COURT: You've got it.

24 MR. J.M. JIMMERSON: Okay.

25 THE COURT: Okay. I'm not going to admit it.



1 I have no foundation to even know what this is. It  
2 says it's a conceptual land use plan, but I don't know  
3 how it's relevant or how to even interpret this  
4 regarding the issues in this case.

5 And as you know, we have many maps of this  
6 area that people have laid a foundation for evidence  
7 regarding the issues of this case, so I think this  
8 would be more confusing and prejudicial than it would  
9 be probative.

10 MR. J.M. JIMMERSON: I understand, your  
11 Honor.

12 THE COURT: Okay. All right.

13 MR. J.M. JIMMERSON: The next issuer is we  
14 would like you to take judicial notice of Clark County  
15 Title 30, the zoning code.<sup>66</sup>

16  
17 THE COURT: Take judicial notice of the  
18 zoning code?

19 MR. J.M. JIMMERSON: Yes, just for the  
20 purpose of understanding if we were to reference R2 and  
21 R2 and R1, RU, that you would be able in your decision  
22 making to make reference specifically to -- generally  
23 you don't need to ask it to be taken into judicial  
24 notice. You look at the law and you apply it, but  
25 just, again, to protect the record.

1           THE COURT: Those are zoning ordinances,  
2 correct?

3           MR. J.M. JIMMERSON: Yes, your Honor.

4           MR. J.J. JIMMERSON: And Exhibit 43, the map  
5 shows you the zoning.

6           MS. LUNDVALL: And your Honor, from this  
7 perspective, if I could offer this to counsel, having  
8 the code admitted into evidence, which is what we're  
9 talking about --

10          THE COURT: I assume that's what they're  
11 talking about.

12          MS. LUNDVALL: That's right, is a different  
13 thing. They're fully entitled to argue any of the  
14 codes.

15          THE COURT: Absolutely, I have to agree.

16          MS. LUNDVALL: Any statutes, any case law.

17          THE COURT: I will certainly look at the  
18 statutes.

19          MR. J.M. JIMMERSON: That's all. I just want  
20 to protect the record for the purposes of --

21          THE COURT: I'm not going to take judicial  
22 notice for purpose of admitting those statutes into the  
23 evidence in this trial. I certainly, when you argue  
24 it, I'm certainly aware of them, and they are available  
25 to me, and if I feel they're appropriate, I will

1 certainly look at them.

2 MR. J.M. JIMMERSON: Okay.

3 THE COURT: So that's how I'd handle that.

4 MR. J.M. JIMMERSON: The final issue is we  
5 are asking, moving the Court to amend our pleadings  
6 consistent to the facts presented to you pursuant to  
7 Rule 15.

8 THE COURT: And what part are you amending?

9 MR. J.M. JIMMERSON: Specifically it's the  
10 issue of the tentative map and all of the documents in  
11 evidence attached to that, so whether or not there was  
12 a breach of contract as evidenced by --

13 THE COURT: You just want to amend your  
14 complaint to assert those facts now, I mean because you  
15 have your causes of action.

16 MR. J.M. JIMMERSON: Yes.

17 THE COURT: I can see what facts relate to  
18 that, so you're not changing a cause of action?

19 MR. J.M. JIMMERSON: No, we are not, your  
20 Honor.

21 THE COURT: Okay. So I don't know, what do  
22 you want to amend in the complaint, just the factual  
23 scenario?

24 MR. J.J. JIMMERSON: Yes.

25 MR. J.M. JIMMERSON: That's really it. We

1 want to make sure the complaint conforms to or the  
2 pleading conforms to the facts you're taking into  
3 consideration.

4 THE COURT: Well, then, I mean there's  
5 general allegations in the complaint. I always have to  
6 conform the causes of action to the evidence.

7 MR. J.M. JIMMERSON: Okay. Well, and  
8 that's --

9 THE COURT: That's what I'm looking at. I  
10 would not, I don't feel like your case is confined to  
11 the facts that you alleged in your complaint, I do  
12 realize new information has come up, but it is still,  
13 those facts are still related to your three causes of  
14 action.

15 MR. J.M. JIMMERSON: Yes, your Honor.

16 THE COURT: So I don't feel a need to -- I'm  
17 not confined to the facts as you knew it or alleged in  
18 your complaint, and in all honesty, some of the facts  
19 that were argued in the summary judgment, I have more  
20 evidence that has come in during this trial based on  
21 the evidentiary decisions I made, so unless you're  
22 changing a cause of action, I feel no need to allow a  
23 motion to amend.

24 MR. J.M. JIMMERSON: Okay.

25 THE COURT: I'm not going to consider these

1 new facts because --

2 MR. J.M. JIMMERSON: That was the purpose of  
3 it.

4 THE COURT: I assumed it was, but as I look  
5 at the law, I certainly, if you argue it and those  
6 facts appear to go into, you know, a certain cause of  
7 action, they can be considered by the Court.

8 MS. LUNDVALL: Thank you, your Honor.

9 THE COURT: I guess I don't know how to say  
10 it any clearer. We're all on the same page, so the  
11 motion to amend is denied.

12 MR. J.M. JIMMERSON: At this point,  
13 plaintiffs rest their case.

14 THE COURT: All right. All right.

15 Ms. Lundvall, do you have any witnesses  
16 you're gonna call? I know you did a lot your case,  
17 thankfully, with the witnesses as they came, and the  
18 Court appreciates that.

19 MS. LUNDVALL: Subject to a motion to dismiss  
20 pursuant to Rule 50(a), I think it is, we would then  
21 rest, and because of the timing and the fact that the  
22 defense rests, I believe that the Court can hear our  
23 motion for directed verdict then at the same time that  
24 you're hearing closing arguments so we don't have to do  
25 two arguments on that.

1           THE COURT:   Okay, that would be fine.   All  
2 right.

3           So we're finished with the evidence?

4           MR. J.J. JIMMERSON:   Yes, your Honor.

5           Subject to Ms. Lundvall's input, would the  
6 Court consider regrouping at, let's say around 1:00 or  
7 1:15 and give us an hour to prepare our summations, and  
8 then we'll be out of here by 3:00, 3:30, or  
9 4:00 o'clock?

10          THE COURT:   Sure.   I will fit your schedule  
11 if you want to break until 1:00.

12          MS. LUNDVALL:   How long do you anticipate  
13 your closing to be?

14          MR. J.J. JIMMERSON:   An hour, hour and 15  
15 minutes.

16          MS. LUNDVALL:   Because I want to make sure we  
17 get out of here today.

18          THE COURT:   The Court agrees with you.

19          MR. J.J. JIMMERSON:   I didn't say four hours,  
20 I said an hour and 15 minutes.   Why is it my estimate  
21 that's keeping us here?

22          MS. LUNDVALL:   Well --

23          THE COURT:   We'll get done today.   I prefer  
24 not being here at midnight, but we'll get done today, I  
25 promise you.

1           We'll give you the time so you can do your  
2 adequate closing. It's been three weeks, Ms. Lundvall.  
3 I will give you time. I'm not constraining anybody,  
4 but yes, I have to eat anyway and so do you, and things  
5 will go easier if we have a lunch break.

6           MS. LUNDVALL: I would ask for us to be able  
7 to come back at 12:30. I'm just sensitive to  
8 predictions on time.

9           THE COURT: If it's past 5:00, I can handle  
10 that.

11           MS. LUNDVALL: All right, no problem.

12           THE COURT: And if I can handle it, you all  
13 can handle it. That's my theory, okay?

14           MS. LUNDVALL: Thank you, your Honor.

15           THE COURT: So I will not cut you off -- I  
16 never have -- at 5:01. I will give you adequate time.  
17 I've stayed late before on other cases, and I don't  
18 mind.

19           And honestly, we have a Christmas party here.  
20 They call keep saying, Are you gonna come or not, so I  
21 would like to at least make an appearance for  
22 Department IV. I seem to be short on being able to go  
23 to events, so it would help me out if we could start at  
24 1:00.

25           MS. LUNDVALL: Thank you, your Honor.

1           THE COURT: But you will not be cut short,  
2 once again.

3                   \*   \*   \*   \*   \*

4 ATTEST:

5 Full, true, and accurate transcript of proceedings.

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9                   /S/Loree Murray  
10 Loree Murray, CCR #426  
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# WOLFRAM V. PARDEE

<p><b>\$</b></p> <p><b>\$1.2</b> [1] 93:5  <b>\$10</b> [1] 26:16  <b>\$135,000</b> [1] 106:12  <b>\$2</b> [1] 26:16  <b>\$250</b> [1] 106:5  <b>\$40,000</b> [3] 93:6 116:21 119:11  <b>\$550</b> [1] 100:5  <b>\$600,000</b> [2] 18:17 90:15  <b>\$7,600</b> [3] 107:2,4,9  <b>\$84</b> [11] 30:10 31:17 32:9 36:2 37:7 54:18 59:20 60:19 63:6,18 95:9</p> <hr/> <p><b>*</b></p> <p><b>*</b> [11] 3:3,3,3,3,3,3 132:3,3,3,3,3</p> <hr/> <p><b>/</b></p> <p><b>/s/lore</b> [1] 132:9</p> <hr/> <p><b>0</b></p> <p><b>025</b> [1] 109:10  <b>0by</b> [1] 100:1</p> <hr/> <p><b>1</b></p> <p><b>1</b> [8] 55:23 56:25 59:15 60:5,18 64:13 77:2 86:1  <b>1,000</b> [1] 27:24  <b>1,950</b> [2] 59:16,25  <b>1.5</b> [1] 101:5  <b>1:00</b> [3] 130:6,11 131:24  <b>1:15</b> [1] 130:7  <b>10</b> [13] 30:23 47:22 48:21 50:12,15 51:25 54:23 68:19,24 80:10 111:15 118:7,14  <b>10,000</b> [1] 37:19  <b>100</b> [2] 106:4 116:25  <b>10469</b> [2] 111:13 117:23  <b>10477</b> [2] 114:11,15  <b>10479</b> [1] 109:11  <b>10511</b> [1] 109:18  <b>11</b> [1] 55:20  <b>1155</b> [1] 55:12  <b>1161</b> [1] 55:22</p>	<p><b>12</b> [4] 55:8,11,19 76:6  <b>12,000</b> [1] 39:7  <b>12:30</b> [1] 131:7  <b>13</b> [3] 3:1 50:23 51:20  <b>135,000</b> [2] 107:5,11  <b>140</b> [1] 111:21  <b>15</b> [13] 36:5 51:1,7,8,18,24 74:17 81:14 95:3 96:9 127:7 130:14,20  <b>15,000</b> [1] 38:17  <b>15's</b> [1] 55:2  <b>16</b> [1] 11:19  <b>1969</b> [1] 101:6  <b>1983</b> [1] 99:4</p> <hr/> <p><b>2</b></p> <p><b>2</b> [9] 39:18,23 55:23 56:25 61:4,5 63:7,20 107:11  <b>2,000</b> [3] 37:2,18 38:25  <b>2,005</b> [1] 84:19  <b>2,100</b> [2] 63:18 64:3  <b>2,112</b> [1] 59:24  <b>2.5</b> [1] 114:17  <b>20</b> [2] 50:17 54:15  <b>20,000</b> [1] 38:15  <b>200</b> [1] 39:5  <b>2000</b> [1] 14:23  <b>2001</b> [1] 14:23  <b>2004</b> [10] 13:23 25:24 59:15 60:5,18 64:13 69:18 88:23 90:10 118:14  <b>2005</b> [2] 64:15 89:25  <b>2006</b> [1] 65:17  <b>2008</b> [3] 122:6,9 123:5  <b>2009</b> [3] 75:25 118:6,14  <b>2010</b> [13] 3:21 10:3,23 82:3,11,19 102:24 103:2 106:13 113:23,24 114:4 122:11  <b>2011</b> [2] 106:13 122:11  <b>2013</b> [3] 3:1 102:24 113:19  <b>20th</b> [1] 64:15  <b>21</b> [2] 60:2 82:3  <b>23</b> [2] 82:1 123:5  <b>24th</b> [1] 75:24  <b>25</b> [2] 12:11 93:21  <b>250</b> [4] 47:18 48:24 68:13 76:5</p>	<p><b>270</b> [1] 31:1  <b>28th</b> [2] 84:19 89:25</p> <hr/> <p><b>3</b></p> <p><b>3</b> [2] 56:25 107:11  <b>3:00</b> [1] 130:8  <b>3:30</b> [1] 130:8  <b>30</b> [4] 39:8 45:10 93:21 125:15  <b>30,000</b> [6] 5:11,13 26:7 27:23 38:9 93:5  <b>300</b> [3] 30:25 47:15 68:13  <b>31</b> [3] 101:17,24 120:19  <b>31a</b> [12] 101:16,18,19,22,24 102:6,21 105:6,17 113:5 120:9,13  <b>31a-025</b> [1] 109:9  <b>332</b> [1] 10:12  <b>37</b> [1] 99:6</p> <hr/> <p><b>4</b></p> <p><b>4</b> [2] 57:1 109:20  <b>4:00</b> [1] 130:9  <b>40</b> [4] 49:1 93:19 94:7,9  <b>42</b> [3] 121:5,24 122:3  <b>43</b> [1] 126:4</p> <hr/> <p><b>5</b></p> <p><b>5</b> [7] 18:17 57:1,6 69:1 84:19 90:10 114:19  <b>5/18/2012</b> [1] 114:17  <b>5:00</b> [1] 131:9  <b>5:01</b> [1] 131:16  <b>50(a)</b> [1] 129:20  <b>50,000</b> [1] 67:14  <b>500</b> [6] 30:13,19,24,25 31:3 90:15  <b>511</b> [2] 109:16,17</p> <hr/> <p><b>6</b></p> <p><b>6</b> [2] 100:14 117:18  <b>6.2</b> [1] 110:11  <b>61</b> [4] 55:13,14,16,21  <b>62</b> [1] 97:25  <b>69</b> [1] 111:21</p> <hr/> <p><b>7</b></p> <p><b>7,600</b> [1] 107:1</p>	<p><b>78</b> [2] 46:19,22</p> <hr/> <p><b>8</b></p> <p><b>8</b> [1] 86:2  <b>8,000</b> [2] 38:11,11  <b>8:30</b> [1] 3:2  <b>80</b> [1] 10:12  <b>800</b> [2] 39:5 100:14  <b>84</b> [2] 54:23 99:4  <b>8th</b> [1] 110:23</p> <hr/> <p><b>9</b></p> <p><b>93</b> [5] 28:1 47:22 48:16 51:25 68:19</p> <hr/> <p><b>A</b></p> <p><b>a.m</b> [1] 3:2  <b>ability</b> [3] 8:3 57:21 94:1  <b>able</b> [10] 6:24 7:2 28:11 43:10 52:3,4 100:24 125:21 131:6,22  <b>about</b> [66] 3:19 11:19,22 14:10,15,22,23 16:3,4,14 19:12,13 21:2 24:3,22 25:9,18,20 32:17 33:4 34:11 38:9,10,11 39:24 44:13 45:3,25 47:18 48:25 50:12,17 51:9 52:1,16 54:3,15 55:11 56:16 58:10 59:23 60:2,11 61:25 64:14,15 69:24,25 70:4 71:25 72:21 73:20 82:25 84:12 86:4 88:12 92:10 93:23 94:14 95:20 98:19 110:18 121:24 122:10 126:9,11  <b>above</b> [3] 63:5,17 100:10  <b>absolutely</b> [5] 74:11 89:22 115:23 116:24 126:15  <b>absorption</b> [2] 38:12,20  <b>accepted</b> [2] 8:15,17  <b>access</b> [2] 5:17 10:13  <b>accomplish</b> [2] 100:24 101:1  <b>accomplished</b> [2] 6:18 13:6  <b>accordance</b> [2] 35:12,12  <b>account</b> [4] 34:15,22 35:13,18</p>
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# WOLFRAM V. PARDEE

<p><b>accounting</b> <sup>[18]</sup> 7:14 34:1, 19 35:22 104:8,14 105:21 106:1,2,10 108:14,18 113:11 114:7 115:23 116:4,10 117:1</p> <p><b>accumulations</b> <sup>[1]</sup> 73:3</p> <p><b>accurate</b> <sup>[8]</sup> 65:23,24 66:13 75:21 82:17 103:3 115:24 132:5</p> <p><b>acknowledged</b> <sup>[1]</sup> 122:14</p> <p><b>acquire</b> <sup>[5]</sup> 6:24 64:18 84:10 85:7 94:6</p> <p><b>acquired</b> <sup>[12]</sup> 36:2 63:18 66:1 76:15 77:16 78:11 79:23 80:3,4 89:17 90:11 95:9</p> <p><b>acquiring</b> <sup>[2]</sup> 73:21 85:11</p> <p><b>acquisition</b> <sup>[7]</sup> 21:8 22:7 24:4 91:11 94:16 96:12 123:16</p> <p><b>acquisitions</b> <sup>[1]</sup> 9:16</p> <p><b>acre</b> <sup>[12]</sup> 5:11,13 10:12 18:17 27:23 30:19,24 47:22 48:21 67:14 90:15 93:6</p> <p><b>acreage</b> <sup>[4]</sup> 33:10 45:23 76:10 83:2</p> <p><b>acres</b> <sup>[35]</sup> 7:14 26:7,22 30:13,25 31:1,3 37:3,18 45:9,25 46:11,13,16 47:15,19 48:24 49:1 50:12,15,17 51:25 54:15,23 59:16,24 63:18 64:3 68:13,13,19,25 76:5 80:10 93:5</p> <p><b>across</b> <sup>[4]</sup> 21:25 22:2 28:4 30:9</p> <p><b>act</b> <sup>[6]</sup> 28:6,8 29:5,6 35:11,12</p> <p><b>action</b> <sup>[12]</sup> 112:16,21 113:11 114:24 116:12 123:15 127:15,18 128:6,14,22 129:7</p> <p><b>active</b> <sup>[1]</sup> 13:2</p> <p><b>activities</b> <sup>[1]</sup> 23:12</p> <p><b>actually</b> <sup>[11]</sup> 23:24 27:12,20 39:9 43:2 48:14,17 49:19 79:7 81:19 94:1</p> <p><b>add</b> <sup>[1]</sup> 107:4</p>	<p><b>added</b> <sup>[6]</sup> 103:16,17,18 106:7 107:5,7</p> <p><b>addition</b> <sup>[2]</sup> 22:1 106:7</p> <p><b>additional</b> <sup>[13]</sup> 37:8,21 39:13,20 41:23,23 42:4,12 43:1 52:5 54:16 60:25 63:4</p> <p><b>adequate</b> <sup>[2]</sup> 131:2,16</p> <p><b>adjust</b> <sup>[1]</sup> 69:11</p> <p><b>adjusted</b> <sup>[1]</sup> 77:3</p> <p><b>administer</b> <sup>[1]</sup> 35:15</p> <p><b>admission</b> <sup>[1]</sup> 105:11</p> <p><b>admit</b> <sup>[3]</sup> 105:12 121:21 124:25</p> <p><b>admitted</b> <sup>[3]</sup> 105:17,17 126:8</p> <p><b>admitting</b> <sup>[1]</sup> 126:22</p> <p><b>adversary</b> <sup>[1]</sup> 24:10</p> <p><b>affected</b> <sup>[1]</sup> 79:17</p> <p><b>affixed</b> <sup>[1]</sup> 7:7</p> <p><b>after</b> <sup>[16]</sup> 11:12 16:9 18:2 20:18,22 22:15 37:6 60:19 67:19 80:1 89:5 96:16 110:5,12 114:3 119:6</p> <p><b>again</b> <sup>[25]</sup> 3:13 15:10 16:3 26:11 35:19 38:16 40:15 42:15 44:16 52:17 63:15 65:8 67:6 70:22 77:5 83:7 92:16,22 93:17 95:25 96:21 112:5 122:17 125:25 132:2</p> <p><b>against</b> <sup>[8]</sup> 7:3 8:5 9:1,6 28:11 47:22 48:16 85:8</p> <p><b>agencies</b> <sup>[1]</sup> 12:16</p> <p><b>agents</b> <sup>[1]</sup> 34:11</p> <p><b>aggregations</b> <sup>[1]</sup> 72:23</p> <p><b>ago</b> <sup>[7]</sup> 14:17 38:13,13 44:15 101:6 107:12 113:25</p> <p><b>agree</b> <sup>[7]</sup> 49:22 63:16 76:1 93:9 95:22 102:17 126:15</p> <p><b>agreed</b> <sup>[6]</sup> 35:15 40:19 60:7 66:25,25 67:19</p> <p><b>agreement</b> <sup>[91]</sup> 20:19 22:11 23:3,4,10 24:8,20 25:2,24 26:21 27:6,22 28:16 32:7,14 34:15,16 36:24 39:18,19,23 40:10,12,17 42:5,10,11,16 45:9,22 47:24 48:4,</p>	<p>18 57:22,23 58:4 59:9,14 60:4,20,23 61:4,16 62:11 63:9,21,22 64:4,5,14 65:6,7,22 67:6 68:7,7,9 74:2 75:17 76:9 77:10,17,24 78:14,22,23 79:3 83:12,15 84:18 85:4 86:3,14,21 87:2 88:6 89:18,19 91:20 92:4,6 93:19 94:6,14 95:21 96:7,11,15,17 118:12,13</p> <p><b>agreements</b> <sup>[11]</sup> 22:6 24:5 25:12 45:13 52:5 58:2,8 62:9 63:8 67:18 102:23</p> <p><b>agrees</b> <sup>[1]</sup> 130:18</p> <p><b>ahead</b> <sup>[8]</sup> 14:24 15:22 54:2,10 98:15 105:4,12 106:16</p> <p><b>aimed</b> <sup>[2]</sup> 108:14 117:1</p> <p><b>alignment</b> <sup>[1]</sup> 91:23</p> <p><b>allegations</b> <sup>[2]</sup> 104:23 128:5</p> <p><b>alleged</b> <sup>[2]</sup> 128:11,17</p> <p><b>all-hands</b> <sup>[6]</sup> 17:8 19:11 69:24 70:4 88:22 89:12</p> <p><b>allocate</b> <sup>[1]</sup> 104:6</p> <p><b>allocation</b> <sup>[1]</sup> 114:4</p> <p><b>allow</b> <sup>[1]</sup> 128:22</p> <p><b>allowed</b> <sup>[3]</sup> 20:15 65:1 113:20</p> <p><b>allowing</b> <sup>[3]</sup> 64:17,17 66:14</p> <p><b>almost</b> <sup>[2]</sup> 12:11 39:4</p> <p><b>along</b> <sup>[4]</sup> 51:25 68:19 75:4 88:5</p> <p><b>already</b> <sup>[5]</sup> 19:23 61:2 65:25 105:10 107:7</p> <p><b>also</b> <sup>[21]</sup> 8:25 13:13 21:11 24:20 25:3 34:21 42:13 50:18 52:8 56:15 61:5 63:8 64:14 65:7 68:9 72:20 85:7 96:6 101:8 116:15 119:10</p> <p><b>alter</b> <sup>[1]</sup> 65:12</p> <p><b>altering</b> <sup>[1]</sup> 65:20</p> <p><b>always</b> <sup>[10]</sup> 7:12,15 8:7 16:15 22:8 26:15,18 44:2 67:12 128:5</p> <p><b>am</b> <sup>[5]</sup> 36:4 51:10 91:16 101:20 115:6</p>	<p><b>amend</b> <sup>[6]</sup> 11:14 127:5,13,22 128:23 129:11</p> <p><b>amended</b> <sup>[39]</sup> 25:2 32:7,12,14 36:24 42:9,16 48:18 54:5 59:9,10 61:16,24,25 62:1,18 63:9,21 64:3,15 65:5,21 67:1,5 68:6 79:3,5 83:19 84:17,18 85:3 86:3,7,13 89:18 90:3,7 93:18 94:5</p> <p><b>amending</b> <sup>[2]</sup> 65:21 127:8</p> <p><b>amendment</b> <sup>[7]</sup> 3:25 25:7,9 57:24 66:1 76:6 79:6</p> <p><b>amendments</b> <sup>[12]</sup> 3:24 25:1 27:21 32:6,9,13 33:15 37:1 79:6 86:1,8 88:4</p> <p><b>america</b> <sup>[1]</sup> 26:5</p> <p><b>amount</b> <sup>[3]</sup> 21:23 106:8 119:14</p> <p><b>amounts</b> <sup>[1]</sup> 76:9</p> <p><b>an</b> <sup>[65]</sup> 7:13 9:6,20 16:20 18:7,17,20 20:10 21:16 25:14,25 26:20 27:25 28:6,8 29:5 32:3 33:8 34:13,15,18,19,23 38:2 39:12 40:15,24 44:20 45:13,17 48:25 49:19,21 52:3 53:11 54:3,16 58:8 59:11 65:18 75:21 80:13 82:25 83:1 85:22 90:15 92:2,19 93:6 98:22,23 100:14,18 104:8 109:7,24 114:10 116:17 119:3,14 120:14 130:7,14,20 131:21</p> <p><b>analogy</b> <sup>[1]</sup> 32:4</p> <p><b>analyst</b> <sup>[2]</sup> 12:13 39:2</p> <p><b>ancient</b> <sup>[1]</sup> 5:4</p> <p><b>and/or</b> <sup>[1]</sup> 90:24</p> <p><b>andrews</b> <sup>[14]</sup> 3:5,19 14:9 43:21 47:5 52:9,11 76:24 80:13 82:2 95:7 97:6 121:9 124:7</p> <p><b>angeles</b> <sup>[1]</sup> 73:13</p> <p><b>annual</b> <sup>[1]</sup> 38:2</p> <p><b>another</b> <sup>[13]</sup> 5:6,18 7:19,19 12:1 28:19 44:4 71:6 73:11 88:11 97:17 110:16 124:16</p> <p><b>answer</b> <sup>[18]</sup> 9:20 44:16 47:</p>
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# WOLFRAM V. PARDEE

<p>7 51:19 63:2 64:9 70:5 71:14 77:21 78:13 82:25 87:10 95:22,23 111:19 116:1 118:4 119:20</p> <p><b>anticipate</b> [1] 130:12</p> <p><b>any</b> [62] 3:23 4:9,10,15 5:22,23,24 6:17 13:21 15:6 18:5 19:12 20:23 23:9 25:1 27:16,17 29:2 32:8,13,18 34:16 35:2,18 37:8,8,10,21 44:6 45:20 46:4 48:1 50:14 51:3 52:16 53:17 56:4 57:3 58:2 60:5,9,18 68:22,23,24 69:10,10 74:22,25 81:13 83:24 91:12 105:7 113:10 120:3,5 123:25 126:13,16,16 129:10,15</p> <p><b>anybody</b> [3] 18:22 79:13 131:3</p> <p><b>anything</b> [17] 20:13 21:2,22 23:6 41:17,17,18 43:6 70:17 79:25 86:4 97:4 105:15 108:12,16,20 112:18</p> <p><b>anyway</b> [2] 88:13 131:4</p> <p><b>apart</b> [1] 58:3</p> <p><b>apologize</b> [2] 104:13 122:3</p> <p><b>apparently</b> [1] 30:2</p> <p><b>appear</b> [1] 129:6</p> <p><b>appearance</b> [2] 69:23 131:21</p> <p><b>appearances</b> [1] 113:19</p> <p><b>appeared</b> [1] 116:4</p> <p><b>appears</b> [1] 117:17</p> <p><b>application</b> [4] 4:13 10:2,22 11:14</p> <p><b>applied</b> [2] 3:20 105:24</p> <p><b>applies</b> [1] 68:7</p> <p><b>apply</b> [6] 5:16 61:5 69:11 101:13 106:20 125:24</p> <p><b>appreciate</b> [6] 43:17 46:5 52:19 76:13 85:19 93:1</p> <p><b>appreciates</b> [1] 129:18</p> <p><b>appropriate</b> [2] 71:4 126:25</p> <p><b>approval</b> [1] 10:17</p> <p><b>approve</b> [1] 23:13</p>	<p><b>approximate</b> [1] 119:14</p> <p><b>approximately</b> [3] 48:21 74:12 76:5</p> <p><b>april</b> [4] 82:3,11,19 110:23</p> <p><b>are</b> [83] 5:3,25 6:4,4,11 7:6 11:23,23 13:4,4,18 14:9 21:20 23:20 28:5 29:9,11 33:4 35:19,21,25 37:20 41:9 44:2 45:5,25 47:19 55:22 56:10 57:1 70:23,24 77:8 81:13 85:13 86:1 88:13 89:18 91:18,19 95:16 96:8 97:18,21 98:23 100:6,14,18,20 101:5,10,12,22 104:1,11 106:21 107:7,13,23 108:16 109:3,6 111:2,5,16 112:15,19 113:15,21 115:19,21 116:9,25 119:21 120:25 121:13 126:1,24 127:5,8,19 128:13 131:20</p> <p><b>area</b> [9] 14:12 18:15 37:2 54:3 56:6 68:13 84:14 113:15 125:6</p> <p><b>areas</b> [5] 47:25 48:2 50:14 56:10 81:16</p> <p><b>aren't</b> [4] 87:24 88:7 107:12 111:17</p> <p><b>argue</b> [4] 103:23 126:13,23 129:5</p> <p><b>argued</b> [1] 128:19</p> <p><b>arguments</b> [2] 129:24,25</p> <p><b>arizona</b> [1] 72:18</p> <p><b>arm</b> [3] 66:23 67:10 85:5</p> <p><b>arose</b> [1] 31:14</p> <p><b>around</b> [8] 13:23 30:16 54:4 56:9 79:9,24 82:9 130:6</p> <p><b>arrive</b> [1] 105:23</p> <p><b>art</b> [2] 87:5,7</p> <p><b>article</b> [1] 44:20</p> <p><b>ascribed</b> [1] 6:11</p> <p><b>ask</b> [9] 15:13 36:5 45:17 47:5 49:12 61:3 76:20 125:23 131:6</p> <p><b>asked</b> [15] 14:1 25:17 41:15 45:8 61:18 69:4,24,25 70:3,12 74:6,8 93:17 118:18 124:1</p>	<p><b>asking</b> [12] 14:2 77:11,25 78:3 94:4 108:12,17,21 110:8 118:10 121:14 127:5</p> <p><b>assert</b> [1] 127:14</p> <p><b>assess</b> [1] 7:2</p> <p><b>assessed</b> [1] 6:9</p> <p><b>assessor's</b> [1] 6:5</p> <p><b>assign</b> [1] 100:21</p> <p><b>assigned</b> [8] 6:11 7:6 8:17 80:14 95:13,15 106:4 107:8</p> <p><b>assist</b> [1] 53:20</p> <p><b>associated</b> [1] 106:10</p> <p><b>associates</b> [1] 100:15</p> <p><b>assume</b> [3] 36:18 113:14 126:10</p> <p><b>assumed</b> [2] 124:7 129:4</p> <p><b>astonishing</b> [1] 14:7</p> <p><b>attached</b> [5] 51:8 75:1 77:6 100:18 127:11</p> <p><b>attain</b> [1] 92:19</p> <p><b>attempt</b> [1] 72:11</p> <p><b>attendance</b> [1] 19:17</p> <p><b>attention</b> [2] 79:14 118:9</p> <p><b>attest</b> [1] 132:4</p> <p><b>attorney</b> [7] 9:20 20:8,9 21:18 98:22 105:20 119:21</p> <p><b>attorneys</b> [1] 116:18</p> <p><b>automatic</b> [1] 35:6</p> <p><b>available</b> [1] 126:24</p> <p><b>avoided</b> [1] 34:3</p> <p><b>award</b> [1] 116:22</p> <p><b>awards</b> [1] 99:8</p> <p><b>aware</b> [7] 13:20 86:1 91:4,12,16,16 126:24</p> <p><b>away</b> [3] 9:11 12:18 65:8</p>	<p><b>backup</b> [3] 57:19 78:25 79:2</p> <p><b>bailiff</b> [1] 3:11</p> <p><b>ballpark</b> [1] 46:13</p> <p><b>bank</b> [1] 101:7</p> <p><b>based</b> [5] 38:5,6 105:9 113:14 128:20</p> <p><b>basically</b> [13] 4:25 9:9,12 10:11,18 42:6 69:12 75:15 78:11 99:15 102:7 116:9,10</p> <p><b>basis</b> [2] 21:6 38:3</p> <p><b>bat</b> [1] 41:16</p> <p><b>bates</b> [6] 109:13,14,15 111:16,18 117:21</p> <p><b>bean</b> [1] 33:12</p> <p><b>beans</b> [2] 32:3 33:11</p> <p><b>became</b> [3] 13:20 33:6 79:15</p> <p><b>because</b> [63] 7:17 10:11 11:4 13:11 14:16 15:4,22 16:17 18:23 20:1 21:20 26:1,3,7,12,18 29:19 30:17 33:1 40:6 44:12,16 49:14,19 50:13 51:18 52:8 53:25 54:1,13 59:24 62:6 65:8,19 72:2,5 78:3,10 79:25 84:17 94:20 96:18,21 104:25 106:9 110:13 113:14,15 114:5,9 115:12 116:1 117:9 118:15,24 119:17 122:9,13 123:11 127:14 129:1,21 130:16</p> <p><b>becomes</b> [1] 18:24</p> <p><b>been</b> [44] 3:20 11:18 12:11 13:8 17:8,23 19:10 21:9 22:24,25 26:9 27:18 29:2 34:8 35:6 36:13 49:5,6,7 56:1,7 59:8 66:16 68:15,17 74:12 81:11 92:8 96:7 98:5,20 99:2,5 103:11 107:7,16,21 110:13 111:10 116:17 118:4,6 124:4 131:2</p> <p><b>before</b> [21] 14:15 15:14 17:23 18:2 24:1 26:2 29:9 66:19,22 67:18 71:21,25 72:2 74:17 80:8 82:6 89:15 103:7 106:14 119:23 131:17</p>
<b>B</b>			
<p><b>b-6</b> [5] 55:8,11,20 56:23 68:14</p> <p><b>back</b> [26] 3:9 8:1 12:20 25:19 31:10 60:11 61:11 65:2 67:16 69:9 73:15,16 76:20 77:14 78:11,15 95:17,18 96:2,3,17,18 97:8 120:10,12 131:7</p> <p><b>background</b> [2] 12:8,17</p>			

# WOLFRAM V. PARDEE

<p><b>began</b> [6] 5:13 10:23 16:22 19:23 102:23 106:14</p> <p><b>begin</b> [1] 82:5</p> <p><b>beginning</b> [2] 13:17 111:9</p> <p><b>behaves</b> [1] 94:21</p> <p><b>behest</b> [1] 15:18</p> <p><b>being</b> [21] 9:17 19:17 22:18 36:22 40:14 59:24,25 61:12 64:25 65:1 68:3,4 77:1 89:8 90:3,11 93:3,3 123:9 130:24 131:22</p> <p><b>believe</b> [13] 15:24 18:1 68:15,17 73:17 100:18 103:5 104:6 105:9 107:3,23 108:2 129:22</p> <p><b>believed</b> [1] 119:23</p> <p><b>below</b> [3] 55:2 77:20 100:10</p> <p><b>benefit</b> [1] 116:23</p> <p><b>besides</b> [5] 50:15 58:3 68:24 81:14,15</p> <p><b>best</b> [5] 38:23,25 68:8 82:14 117:3</p> <p><b>better</b> [3] 13:17 26:6 51:19</p> <p><b>between</b> [22] 8:24 11:7,9,10 17:17,18 20:24 22:14 24:6,13,16,18,21 50:2,5 62:10 69:22 85:21 96:7 101:9,24 106:12</p> <p><b>beyond</b> [2] 61:9 93:7</p> <p><b>big</b> [12] 19:24 23:13 26:15 28:1,24 29:21,23 30:19 52:24,25 72:24,25</p> <p><b>bigger</b> [1] 20:4</p> <p><b>biggest</b> [2] 23:4 26:2</p> <p><b>bill</b> [2] 103:9,15</p> <p><b>billing</b> [6] 112:6 117:17 118:2,6,23 119:2</p> <p><b>billings</b> [2] 102:22 111:9</p> <p><b>binder</b> [1] 36:6</p> <p><b>bit</b> [11] 11:22 25:20 29:7 32:17 37:25 46:7 47:8 59:23 69:15 78:1 88:24</p> <p><b>black</b> [4] 77:4 106:9 108:16 112:18</p> <p><b>blank</b> [10] 15:10,11,14 18:23 20:5 25:20 26:1 58:10,11 84:24</p> <p><b>blm</b> [4] 28:20,22,25 29:7</p> <p><b>blocks</b> [1] 16:19</p> <p><b>blue</b> [1] 16:17</p> <p><b>boiled</b> [1] 85:5</p> <p><b>book</b> [4] 15:22 101:23 102:12 120:8</p> <p><b>border</b> [1] 72:18</p> <p><b>boss</b> [1] 78:6</p> <p><b>both</b> [9] 6:5,22 14:19 41:8,12 62:11 63:20 70:25 101:5</p> <p><b>bought</b> [18] 5:10,10,10 26:3 38:7 41:11 48:7 57:15 58:4,5 59:11 60:24 79:8,19 83:22 93:3 96:3,21</p> <p><b>boundaries</b> [9] 27:17,17 30:1 32:23,25 33:9 36:15,16 92:18</p> <p><b>boundary</b> [5] 10:19 30:5,6,7 95:12</p> <p><b>boy</b> [1] 62:23</p> <p><b>breach</b> [9] 104:15,17 106:21,23 108:22,24 115:25,25 127:12</p> <p><b>break</b> [4] 37:25 97:11 130:11 131:5</p> <p><b>breaking</b> [1] 5:13</p> <p><b>brian</b> [4] 36:9 53:23 95:3 117:16</p> <p><b>brief</b> [2] 97:16 99:7</p> <p><b>briefly</b> [2] 12:7 94:24</p> <p><b>bring</b> [1] 124:17</p> <p><b>bringing</b> [1] 43:6</p> <p><b>broken</b> [1] 104:25</p> <p><b>broker</b> [5] 21:11,15,24 22:23 96:24</p> <p><b>brokers</b> [7] 21:5,9,20 22:2,6 34:7 43:6</p> <p><b>brought</b> [5] 14:12 33:7 72:3,17 118:8</p> <p><b>brunsell</b> [1] 101:6</p> <p><b>bugged</b> [1] 71:15</p> <p><b>build</b> [6] 5:23 37:19 42:7 46:20 48:7 80:5</p> <p><b>building</b> [6] 12:2,12,24 13:1 31:7 42:21</p>	<p><b>built</b> [2] 10:18 57:23</p> <p><b>burned</b> [1] 73:16</p> <p><b>bush</b> [1] 29:6</p> <p><b>business</b> [8] 5:6 12:10 18:22 26:14 27:3 35:20 37:14 62:4</p> <p><b>businessmen</b> [1] 61:1</p> <p><b>but</b> [95] 5:4,21 7:18,21 8:25 9:8,20 10:4 13:1,6,23 16:25 17:17,24 18:2,25 20:5 22:20 23:1,4 24:12,17 25:3 26:9,17 27:2,9 29:1,4,8 30:18 31:8,13 33:9,20 37:1,1 41:16 42:10 48:1 51:4,15 54:15 57:13 62:17 66:13 71:25 72:21 73:4 75:22 77:2,16 78:13 80:5 81:16 82:12 84:4 85:7,10,11,13 87:1 88:8,12,24 94:1,18,21 97:12 98:6 99:20 101:9 105:9 107:2,11 110:5,12 115:4 116:1,10,17,20,25 118:8,19 119:22 122:5 123:20 125:2,24 128:12 129:4 130:24 131:4 132:1</p> <p><b>butler</b> [1] 91:13</p> <p><b>buy</b> [30] 8:3 9:8 12:20 18:16 20:1,2 26:12,20 27:4,10 28:11 42:12 58:21,24 59:2 63:4 64:3 66:14,21,23,25 67:12 73:6 83:19 84:20 85:4,8 89:20 93:4 96:23</p> <p><b>buyer</b> [1] 94:17</p> <p><b>buyer's</b> [3] 3:24 47:8,9</p> <p><b>buying</b> [6] 26:17,20 60:24 70:23,24 89:25</p>	<p><b>called</b> [11] 13:8 16:18 24:1 28:21 29:6 44:3,4 55:23 89:4 101:6,9</p> <p><b>calling</b> [2] 69:16 98:1</p> <p><b>came</b> [16] 12:17 14:10 15:2,16,21 17:6,19 19:12 70:4 73:13,16 85:6 93:4 103:8 122:24 129:17</p> <p><b>can</b> [63] 5:18 6:9 10:4 11:14,21 12:6,7 13:19,22 21:12 22:16 26:6,12,22 32:20 37:13,19 39:4 42:3 43:9 49:12,23,25 51:4,18 52:18 53:3,17 58:6 60:13 66:11 67:11 69:6 76:21,22 78:15 85:17 87:21 92:18 95:1,3,22,22 97:10 101:16,18 102:14 103:14,14 109:7,13 111:8 116:11,25 121:11 122:18 127:17 129:7,22 131:1,9,12,13</p> <p><b>candid</b> [1] 111:10</p> <p><b>can't</b> [14] 13:22 17:1 35:14 37:24 45:16 52:18,18 68:10 73:16 88:9,13 108:11 114:25 116:24</p> <p><b>canvas</b> [9] 15:10,11,14 18:23 20:5 25:20 26:1 58:11 84:24</p> <p><b>capital</b> [2] 63:10,10</p> <p><b>car</b> [1] 14:8</p> <p><b>career</b> [2] 22:1 99:8</p> <p><b>cargill</b> [1] 33:17</p> <p><b>caring</b> [1] 11:10</p> <p><b>carl</b> [1] 20:9</p> <p><b>carson</b> [1] 16:8</p> <p><b>case</b> [22] 4:24 5:9 7:11 18:24,24 22:11 23:21 49:22 62:5 86:22 101:6,8,14 102:25 103:20 117:5 125:4,7 126:16 128:10 129:13,16</p> <p><b>cases</b> [4] 7:16 21:19 116:18 131:17</p> <p><b>catch</b> [1] 7:18</p> <p><b>categories</b> [1] 65:13</p> <p><b>category</b> [1] 66:15</p> <p><b>cause</b> [9] 73:21 112:16</p>
--	--	--

## C

**cable** [1] 58:11

**calculated** [1] 41:18

**calculation** [1] 105:20

**california** [3] 12:4 44:1 45:4

**call** [13] 13:23 15:3 21:18 22:23 57:19 69:23 89:13 97:20 98:18 106:8 108:22 129:16 131:20

# WOLFRAM V. PARDEE

<p>113:10 114:23 115:5 116:12 127:18 128:22 129:6</p> <p><b>causes</b> [4] 112:21 127:15 128:6,13</p> <p><b>certain</b> [7] 24:14 27:14 34:24,25 80:7 91:14 129:6</p> <p><b>certainly</b> [7] 11:16 117:1 126:17,23,24 127:1 129:5</p> <p><b>challenged</b> [1] 39:16</p> <p><b>change</b> [6] 24:1 65:22 66:14 69:6 74:9 107:2</p> <p><b>changed</b> [3] 121:24 122:16 124:2</p> <p><b>changes</b> [3] 4:9 10:4 11:13</p> <p><b>changing</b> [2] 127:18 128:22</p> <p><b>character</b> [1] 89:24</p> <p><b>characterize</b> [2] 22:16 90:4</p> <p><b>charge</b> [2] 106:4,5</p> <p><b>charged</b> [3] 100:3 106:5 116:6</p> <p><b>charges</b> [2] 107:23 108:3</p> <p><b>charging</b> [1] 115:4</p> <p><b>cheaper</b> [1] 18:18</p> <p><b>cheat</b> [5] 4:10,14 21:3 23:8 41:18</p> <p><b>check</b> [1] 82:21</p> <p><b>checked</b> [2] 11:1 29:8</p> <p><b>checklist</b> [2] 28:7 29:1</p> <p><b>checks</b> [1] 34:3</p> <p><b>chicago</b> [1] 91:13</p> <p><b>chief</b> [1] 103:20</p> <p><b>chose</b> [3] 63:16,24 64:11</p> <p><b>christmas</b> [1] 131:19</p> <p><b>chronological</b> [1] 118:25</p> <p><b>chump</b> [2] 24:1 74:9</p> <p><b>city</b> [1] 16:8</p> <p><b>civil</b> [3] 13:4,5 100:13</p> <p><b>claim</b> [10] 104:7,13,14,14,16 105:21 106:2,3 108:19 113:20</p> <p><b>claiming</b> [1] 119:3</p> <p><b>claims</b> [3] 103:1 104:12 108:14</p> <p><b>clark</b> [23] 4:24 5:16,17 24:9,</p>	<p>10 29:17 48:10,12,14 50:5,6,10,20 56:2,5 68:23 69:8 85:12 91:21,25 92:3 121:7 125:14</p> <p><b>clean</b> [1] 26:9</p> <p><b>cleanest</b> [1] 26:5</p> <p><b>cleanup</b> [1] 41:16</p> <p><b>clear</b> [3] 8:7 92:19 112:12</p> <p><b>clearer</b> [1] 129:10</p> <p><b>clearest</b> [1] 30:12</p> <p><b>clearly</b> [4] 50:8 83:16 84:15 123:11</p> <p><b>clerk</b> [5] 3:12 98:8,12 102:11 120:10</p> <p><b>client</b> [3] 78:4 103:16 111:10</p> <p><b>clients</b> [5] 78:4,17 85:22 106:24 119:18</p> <p><b>close</b> [2] 29:9 123:12</p> <p><b>closer</b> [1] 29:18</p> <p><b>closing</b> [3] 129:24 130:13 131:2</p> <p><b>cloud</b> [3] 40:7,8 41:10</p> <p><b>clouds</b> [1] 9:12</p> <p><b>code</b> [2] 125:18 126:8</p> <p><b>code.66</b> [1] 125:15</p> <p><b>codes</b> [1] 126:14</p> <p><b>cold</b> [4] 15:3 69:16,23 89:13</p> <p><b>color</b> [1] 55:22</p> <p><b>colored</b> [2] 36:21 37:2</p> <p><b>colors</b> [1] 36:25</p> <p><b>come</b> [7] 69:9 70:19 105:19 128:12,20 131:7,20</p> <p><b>comes</b> [3] 11:13 12:8 21:14</p> <p><b>comfortable</b> [1] 84:17</p> <p><b>coming</b> [1] 69:17</p> <p><b>commercial</b> [14] 42:21 57:19 59:2 64:18 66:3,17 78:21,23 79:1 80:3,5,8 81:8,9</p> <p><b>commission</b> [26] 20:19 21:4 22:5,11 23:3,4,9,10,18,25 34:6,16 35:4 39:19,20 62:9 72:25 74:1,8 95:18,20 96:2,3,24 118:12,13</p> <p><b>commissions</b> [5] 4:11,15</p>	<p>34:21 41:19 85:24</p> <p><b>common</b> [1] 101:10</p> <p><b>communication</b> [3] 73:19 88:25,25</p> <p><b>communications</b> [2] 70:17 86:23</p> <p><b>community</b> [1] 79:17</p> <p><b>companies</b> [4] 16:1 33:4 35:21 45:3</p> <p><b>company</b> [11] 9:22 34:9,12,14,17 35:3 44:9,22,25 86:12 94:20</p> <p><b>company's</b> [1] 43:24</p> <p><b>compare</b> [1] 71:4</p> <p><b>compared</b> [1] 74:9</p> <p><b>compensate</b> [1] 73:25</p> <p><b>compensation</b> [1] 110:9</p> <p><b>competitors</b> [1] 21:23</p> <p><b>compilation</b> [1] 51:3</p> <p><b>complaint</b> [15] 103:1 104:20,21 105:3 107:17 113:22 114:3 118:21 119:8 127:14,22 128:1,5,11,18</p> <p><b>complete</b> [2] 10:15 28:16</p> <p><b>completed</b> [2] 31:9 75:23</p> <p><b>complex</b> [1] 85:14</p> <p><b>complicated</b> [7] 19:24 33:13 70:21 85:1,13 92:10 94:19</p> <p><b>component</b> [1] 25:23</p> <p><b>comprehensive</b> [3] 10:10 48:1 122:24</p> <p><b>conceivable</b> [1] 39:10</p> <p><b>conceptual</b> [3] 123:21,24 125:2</p> <p><b>concerning</b> [3] 3:22 10:1 22:6</p> <p><b>conclusion</b> [2] 105:19,24</p> <p><b>conditional</b> [1] 105:11</p> <p><b>conditions</b> [1] 38:19</p> <p><b>conference</b> [3] 14:11,12 110:21</p> <p><b>confidential</b> [5] 25:17 86:9,14,23,23</p> <p><b>confidentiality</b> [4] 25:12,15 86:21 87:2</p> <p><b>confined</b> [2] 128:10,17</p>	<p><b>conform</b> [2] 37:1 128:6</p> <p><b>conforms</b> [2] 128:1,2</p> <p><b>confusing</b> [4] 27:2 77:4 78:1 125:8</p> <p><b>congress</b> [3] 28:6,8 29:5</p> <p><b>connections</b> [1] 16:6</p> <p><b>conservation</b> [1] 84:14</p> <p><b>conservative</b> [1] 116:16</p> <p><b>consider</b> [2] 128:25 130:6</p> <p><b>consideration</b> [1] 128:3</p> <p><b>considered</b> [1] 129:7</p> <p><b>consistent</b> [2] 46:21 127:6</p> <p><b>constraining</b> [1] 131:3</p> <p><b>contains</b> [1] 66:5</p> <p><b>contemplated</b> [2] 59:19 68:4</p> <p><b>contemplation</b> [1] 60:9</p> <p><b>contents</b> [1] 61:13</p> <p><b>contiguous</b> [1] 28:24</p> <p><b>contingent</b> [1] 7:24</p> <p><b>continual</b> [1] 67:13</p> <p><b>continually</b> [4] 22:4 26:19 31:23,24</p> <p><b>continue</b> [6] 13:1 21:12 41:10 64:5 88:8 94:2</p> <p><b>continued</b> [1] 107:21</p> <p><b>contract</b> [27] 8:24 9:25 21:19,20 23:2,12 35:15 57:10,11,14,17 65:21 78:19,25 83:18 84:8 85:18,20 93:19,24 96:22,23 104:17 106:23 108:23 115:25 127:12</p> <p><b>contracted</b> [1] 32:10</p> <p><b>contracts</b> [2] 24:18 35:13</p> <p><b>contractual</b> [2] 33:24 34:5</p> <p><b>contrast</b> [1] 71:4</p> <p><b>control</b> [2] 35:18 70:22</p> <p><b>conversant</b> [1] 89:19</p> <p><b>conversation</b> [4] 14:13 47:18 88:22 89:13</p> <p><b>converted</b> [1] 81:11</p> <p><b>convey</b> [2] 5:1,22</p> <p><b>copy</b> [3] 102:11,13 103:3</p> <p><b>corner</b> [1] 83:8</p> <p><b>corporate</b> [2] 12:4 16:24</p>
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# WOLFRAM V. PARDEE

<p><b>corporation</b> [2] 23:13 98:25</p> <p><b>correct</b> [56] 4:8 6:1,2,8,15,25 7:4,5,8,22,23 8:2,14,16,24 11:19 22:3 24:7 32:15 34:8,25 41:13 45:1,2 53:4 55:17 57:7,8 59:22 64:21,24 65:6 66:8 68:2 70:1,6 75:21 76:7 90:1 92:1 93:19 95:9,10 107:14 108:13 109:4 110:3,7,10,11,14 119:15 120:20,21 123:5 126:2</p> <p><b>correction</b> [1] 81:3</p> <p><b>correctly</b> [1] 69:19</p> <p><b>corresponding</b> [1] 118:14</p> <p><b>corridor</b> [2] 27:25 28:18</p> <p><b>cost</b> [1] 24:24</p> <p><b>costs</b> [4] 23:20,22 24:4,5</p> <p><b>could</b> [24] 3:22 16:4 18:16,19 29:9 34:2 35:16 46:20 49:21 58:24 59:2 69:7,11,11 76:20 93:22 94:1,2 97:13 109:8,25 110:17 126:7 131:23</p> <p><b>couldn't</b> [4] 29:2 30:6 79:24 85:1</p> <p><b>counsel</b> [10] 3:4 43:24,24 45:8 69:5,24 101:18 111:5 124:1 126:7</p> <p><b>counsel's</b> [1] 45:11</p> <p><b>counterpart</b> [1] 63:8</p> <p><b>counties</b> [1] 5:3</p> <p><b>counting</b> [1] 33:12</p> <p><b>counts</b> [3] 106:10,11 107:11</p> <p><b>county</b> [44] 4:25 5:16,17 6:1,2,5,6,13,14 7:2,7 8:13,15 10:10 11:10 24:9,10 29:17,17,18 32:19 33:1 48:10,12,14 49:10 50:5,6,10,20 54:15 56:2,5 68:18,23 69:9 82:21 85:12 91:21,25 92:3,7 121:7 125:14</p> <p><b>couple</b> [15] 3:21 5:20 11:1 14:4 15:13 16:18 27:21 31:4 44:10,12 47:25 48:2 67:</p>	<p>10,17 103:21</p> <p><b>coupled</b> [1] 74:18</p> <p><b>course</b> [31] 21:25 29:21,23,25 30:2,4,7,15,16,20 31:2,2,7,8 57:11,15 59:24 64:19 66:1,17 70:10 77:14 79:8,11,15,16,19,22,24 100:16 122:19</p> <p><b>courses</b> [2] 30:2 79:15</p> <p><b>court's</b> [2] 52:4 102:13</p> <p><b>covenant</b> [4] 104:15 106:22 108:24 115:25</p> <p><b>covering</b> [1] 26:7</p> <p><b>cox</b> [1] 58:11</p> <p><b>coyote</b> [32] 5:9 7:22 11:2 13:14,21 14:10,15,20,22 16:12 17:21 18:7,19,22 19:1 23:23 27:23 28:20 32:11 35:25 38:7 39:3 41:7,20 47:12 50:18 54:4 64:17 73:22 79:18 90:21 123:10</p> <p><b>crafted</b> [1] 59:11</p> <p><b>crazy</b> [1] 79:10</p> <p><b>create</b> [6] 6:3 7:19 8:4 26:13 33:9 85:17</p> <p><b>created</b> [6] 5:11 6:4 23:15 26:21 30:15 33:19</p> <p><b>creates</b> [2] 25:7 32:19</p> <p><b>creating</b> [3] 5:4 19:4 30:19</p> <p><b>creation</b> [1] 8:10</p> <p><b>credible</b> [1] 39:1</p> <p><b>credit</b> [1] 60:1</p> <p><b>criteria</b> [1] 113:4</p> <p><b>cross-examination</b> [4] 3:17 108:8,9 117:25</p> <p><b>csi</b> [41] 5:12 8:4,23,24 11:7,9,10 17:12 20:25 24:6,11,13,16,18,21 25:17 33:23 41:8 42:7 43:3 50:2,3 56:15 57:11,20 58:5,19,24 59:3 64:22 65:12 66:16 77:14 79:19 80:1,6 81:5 91:21,24 94:16 96:8</p> <p><b>csi's</b> [2] 8:11 66:14</p> <p><b>current</b> [1] 98:21</p> <p><b>curtis</b> [1] 118:7</p>	<p><b>custodian</b> [1] 115:16</p> <p><b>custodians</b> [1] 106:25</p> <p><b>custom</b> [19] 42:5,8 45:9,22 64:19 66:18 67:18 76:17,25 77:10,15,17 78:7 81:18 94:14 96:7,11,15,16</p> <p><b>cut</b> [2] 131:15 132:1</p> <hr/> <p style="text-align: center;"><b>D</b></p> <hr/> <p><b>daily</b> [1] 21:5</p> <p><b>dairy</b> [1] 67:11</p> <p><b>damages</b> [2] 103:20 105:20</p> <p><b>darndest</b> [1] 52:14</p> <p><b>date</b> [3] 13:23 90:3 122:6</p> <p><b>dated</b> [2] 82:2 123:5</p> <p><b>day</b> [3] 14:22 73:16 90:3</p> <p><b>day's</b> [1] 106:5</p> <p><b>deal</b> [18] 4:6 15:6,6,7 16:4 21:5,8,14 22:20,24 23:1 26:15 29:21,23 67:1 73:6 85:14 100:25</p> <p><b>dealing</b> [5] 3:24 12:15 85:12 104:16 106:22</p> <p><b>deals</b> [7] 21:14 23:14 26:19,19 42:4 43:5,7</p> <p><b>dealt</b> [2] 4:3 105:10</p> <p><b>debt</b> [2] 26:8 30:18</p> <p><b>december</b> [8] 3:1,20 10:2,23 103:1 113:23,24 114:4</p> <p><b>decision</b> [2] 113:3 125:21</p> <p><b>decisions</b> [1] 128:21</p> <p><b>decorated</b> [1] 12:23</p> <p><b>dedicate</b> [1] 33:2</p> <p><b>dedication</b> [1] 101:4</p> <p><b>deed</b> [13] 6:19,20,21,24 7:19 40:4,13,19,21,22 41:1,3,14</p> <p><b>deeded</b> [1] 31:16</p> <p><b>deeds</b> [3] 9:24 83:1,25</p> <p><b>deemed</b> [2] 86:8,14</p> <p><b>defense</b> [1] 129:22</p> <p><b>defensively</b> [1] 79:23</p> <p><b>define</b> [2] 87:21 92:17</p> <p><b>defined</b> [1] 6:21</p> <p><b>definitely</b> [1] 52:15</p> <p><b>definition</b> [3] 58:20 60:19</p>	<p>61:6</p> <p><b>definitions</b> [1] 62:11</p> <p><b>deliver</b> [2] 19:5,6</p> <p><b>delivered</b> [2] 82:9 86:2</p> <p><b>demand</b> [2] 8:3 38:15</p> <p><b>demanded</b> [2] 37:11 96:2</p> <p><b>demonstrate</b> [3] 10:16 40:9 84:4</p> <p><b>demonstrating</b> [1] 40:7</p> <p><b>denali</b> [1] 123:10</p> <p><b>denied</b> [1] 129:11</p> <p><b>density</b> [1] 39:6</p> <p><b>department</b> [8] 34:1 48:15,15 56:2,3 91:11 122:25 131:22</p> <p><b>depict</b> [4] 77:24 78:7,18 95:8</p> <p><b>depicted</b> [6] 36:22 76:2,7 77:10 95:16 96:8</p> <p><b>depiction</b> [1] 80:13</p> <p><b>depos</b> [2] 106:25 108:25</p> <p><b>deposited</b> [1] 35:13</p> <p><b>deriving</b> [1] 79:22</p> <p><b>describe</b> [5] 9:2 12:7 25:21 32:20 104:1</p> <p><b>described</b> [5] 10:4 27:7 31:20 32:2 75:16</p> <p><b>description</b> [2] 24:22 40:25</p> <p><b>desert</b> [1] 15:11</p> <p><b>design</b> [2] 29:25 30:15</p> <p><b>designate</b> [2] 54:17 84:1</p> <p><b>designated</b> [17] 27:18 47:21,25 48:2,13,20 49:9,13,15 50:9,15,18 56:11 68:15,18 92:23 123:15</p> <p><b>designation</b> [5] 50:4 51:5 54:14 56:5 80:14</p> <p><b>designations</b> [1] 56:15</p> <p><b>designed</b> [4] 4:14 23:8 38:21 41:18</p> <p><b>despite</b> [1] 90:24</p> <p><b>destroyed</b> [1] 79:17</p> <p><b>detail</b> [1] 109:4</p> <p><b>details</b> [3] 25:4,7 33:16</p> <p><b>determination</b> [1] 116:12</p> <p><b>determine</b> [1] 52:6</p>
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# WOLFRAM V. PARDEE

<b>developable</b> <sup>[1]</sup> 84:15 <b>developed</b> <sup>[2]</sup> 18:7 24:15 <b>developing</b> <sup>[1]</sup> 85:6 <b>development</b> <sup>[36]</sup> 12:2,9, 11,12,16,21 13:2,4,8,10,12, 14 14:16 23:7,22,23 24:4,5, 8,14 25:4,7,10,11 32:24 35: 24 41:20,24 42:23 61:13 70:23 85:14 88:2 91:20 92: 6 93:23 <b>diagonal</b> <sup>[1]</sup> 77:1 <b>did</b> <sup>[78]</sup> 4:1,9,14 11:5 15:16, 23 16:10,11 17:21 19:19,20 20:22 23:6 25:14,17 27:11 29:18 32:8 35:2 37:7 41:16 42:5 43:1,6 44:12 48:9,10 54:12,17 56:9 57:16 62:9 64:21 65:11,11 66:13 67: 18 73:9,9,11,11,17,19 74: 22,25 75:3 78:17,17,21 79: 14 80:9 81:23 82:8 85:7,20 86:11,19 88:16,21 90:6 93: 16 94:4 95:17 96:16,17 100:17 101:13 102:7,8,25 105:23 111:21 113:3,4 114: 4 115:17 119:25 129:16 <b>didn't</b> <sup>[30]</sup> 15:4 20:13,21 22:13 28:12 29:3,16 31:6 34:2 48:1 51:20 57:13 61:3, 15 66:20 70:5,21 71:15,16, 23,24 73:7 79:25 80:4 83: 18 89:3,8 93:12 118:11 130:19 <b>different</b> <sup>[13]</sup> 9:16 36:25 38:14 42:19 59:11,12,13 62:24 66:15 71:12 73:10 74:5 126:12 <b>difficult</b> <sup>[5]</sup> 10:21 18:14 52: 22 53:25 90:12 <b>direct</b> <sup>[3]</sup> 61:9 98:16 106:1 <b>directed</b> <sup>[2]</sup> 104:7 129:23 <b>direction</b> <sup>[3]</sup> 15:17 75:4,5 <b>directly</b> <sup>[1]</sup> 21:7 <b>dirk</b> <sup>[1]</sup> 14:18 <b>disagree</b> <sup>[1]</sup> 62:19 <b>disclosures</b> <sup>[1]</sup> 118:18 <b>discount</b> <sup>[4]</sup> 116:21 119:	11,15,19 <b>discounts</b> <sup>[1]</sup> 119:17 <b>discussed</b> <sup>[3]</sup> 56:18 87:1 107:25 <b>discussion</b> <sup>[1]</sup> 50:7 <b>discussions</b> <sup>[1]</sup> 67:16 <b>dismiss</b> <sup>[1]</sup> 129:19 <b>displayed</b> <sup>[1]</sup> 75:11 <b>distinguish</b> <sup>[1]</sup> 101:24 <b>district</b> <sup>[3]</sup> 33:7 81:24 85: 12 <b>dividing</b> <sup>[2]</sup> 108:16 112:19 <b>division</b> <sup>[3]</sup> 11:24 24:21 121:8 <b>document</b> <sup>[6]</sup> 4:23,25 59: 12 78:4 114:20 115:18 <b>documentation</b> <sup>[1]</sup> 41:13 <b>documents</b> <sup>[12]</sup> 6:3 45:14 86:7 113:1 115:14,20,20,21 116:11 119:7 121:9 127:10 <b>does</b> <sup>[14]</sup> 6:13 25:3 38:1 61:5 76:14,14 77:25 78:7, 10 83:10 84:16,18 99:20 123:7 <b>doesn't</b> <sup>[15]</sup> 5:22,23,23 17: 3 25:8 36:18 57:20 71:8 78: 10 83:12 85:18 94:20 95: 20 101:24 121:17 <b>doing</b> <sup>[12]</sup> 6:14 14:9 16:16 38:17 39:24 44:10 54:11 56:16 105:1 113:13,15 117: 9 <b>dollar</b> <sup>[1]</sup> 23:23 <b>dollars</b> <sup>[4]</sup> 23:21 74:14 115:22 118:17 <b>done</b> <sup>[22]</sup> 19:6 22:15 26:10, 19 29:2,3,4 30:4,14,17 31:3 49:5,6,7 56:4 64:6 87:2 96: 4,25 115:13 130:23,24 <b>don't</b> <sup>[86]</sup> 5:24 9:7,20 16:8 18:1 19:14,15 21:7,19 22:8, 19 26:21 30:5,18,23 33:2, 19 35:3,18 41:10 44:11 45: 10 46:1,9,10 47:4,4 50:20 53:18,23 54:14 56:4 57:3,3 60:8,21 67:15 68:16 69:2 70:9 71:3 73:6 75:22,22 78:	12,23 79:18,21 80:11 82:12 83:22 84:23 85:25 86:4,16, 18 89:10,16 91:2 92:8,9 94: 3 97:3 98:18 99:13,23 103: 22 108:8 114:11 116:16 118:15,15 120:3,17 123:21 124:11,12,16 125:2,23 127: 21 128:10,16 129:9,24 131: 17 <b>donut</b> <sup>[1]</sup> 28:21 <b>door</b> <sup>[1]</sup> 45:20 <b>down</b> <sup>[17]</sup> 5:13 9:17 14:13 15:23,24 16:20 28:1,7 30: 13 37:8,21,25 39:13 59:7 85:5 110:18,18 <b>downturn</b> <sup>[1]</sup> 4:6 <b>draft</b> <sup>[1]</sup> 21:18 <b>drafting</b> <sup>[1]</sup> 107:17 <b>drastically</b> <sup>[1]</sup> 38:14 <b>draw</b> <sup>[2]</sup> 32:23 118:16 <b>drawn</b> <sup>[1]</sup> 36:13 <b>drive</b> <sup>[3]</sup> 16:21 27:25 38:20 <b>driving</b> <sup>[1]</sup> 16:20 <b>dropped</b> <sup>[1]</sup> 89:14 <b>duces</b> <sup>[1]</sup> 115:15 <b>due</b> <sup>[1]</sup> 114:7 <b>duly</b> <sup>[1]</sup> 98:5 <b>duplication</b> <sup>[1]</sup> 107:12 <b>during</b> <sup>[3]</sup> 15:15 86:9 128: 20 <b>duties</b> <sup>[4]</sup> 11:23 24:13,21 34:24 <b>duty</b> <sup>[2]</sup> 24:13 25:15 <hr/> <b>E</b> <hr/> <b>each</b> <sup>[2]</sup> 31:12 103:13 <b>earlier</b> <sup>[6]</sup> 68:9 69:25 84: 25 88:24 89:14,19 <b>early</b> <sup>[1]</sup> 69:18 <b>easement</b> <sup>[3]</sup> 27:25 28:4 58:9 <b>easements</b> <sup>[5]</sup> 33:2,5 58: 11,12 81:22 <b>easier</b> <sup>[1]</sup> 131:5 <b>east</b> <sup>[2]</sup> 50:17 54:4 <b>eastern</b> <sup>[2]</sup> 28:23 51:5 <b>eat</b> <sup>[1]</sup> 131:4	<b>economic</b> <sup>[1]</sup> 79:22 <b>economical</b> <sup>[1]</sup> 18:19 <b>economy</b> <sup>[1]</sup> 4:7 <b>edge</b> <sup>[4]</sup> 27:23 28:23,23 38: 24 <b>edification</b> <sup>[1]</sup> 49:20 <b>education</b> <sup>[1]</sup> 12:10 <b>efficiency</b> <sup>[2]</sup> 100:24 101: 4 <b>effort</b> <sup>[2]</sup> 45:13 107:1 <b>eight</b> <sup>[2]</sup> 38:13 53:10 <b>eighth</b> <sup>[6]</sup> 3:25 25:6,9 57: 24 65:25 79:6 <b>either</b> <sup>[4]</sup> 5:7 8:15 30:7 84: 16 <b>electrical</b> <sup>[1]</sup> 81:11 <b>elements</b> <sup>[1]</sup> 103:21 <b>else</b> <sup>[2]</sup> 16:8 22:25 <b>elsewhere</b> <sup>[2]</sup> 48:5,6 <b>emilia</b> <sup>[1]</sup> 33:17 <b>employed</b> <sup>[1]</sup> 98:23 <b>employee</b> <sup>[1]</sup> 98:23 <b>employees</b> <sup>[1]</sup> 98:25 <b>encompasses</b> <sup>[1]</sup> 92:15 <b>ended</b> <sup>[2]</sup> 22:20 85:10 <b>engineer</b> <sup>[2]</sup> 13:6 32:21 <b>engineering</b> <sup>[2]</sup> 20:7 33:8 <b>engineers</b> <sup>[1]</sup> 13:5 <b>enough</b> <sup>[3]</sup> 26:21 65:10 86: 5 <b>entered</b> <sup>[7]</sup> 20:20 22:5 25: 24 27:5 57:10 83:18 96:7 <b>entering</b> <sup>[1]</sup> 121:6 <b>entire</b> <sup>[5]</sup> 27:22 61:12 79: 17 93:5 106:12 <b>entirely</b> <sup>[2]</sup> 59:12 66:13 <b>entitled</b> <sup>[9]</sup> 14:21 23:9 30: 25,25 60:1 103:23,25 111:1 126:13 <b>entitlement</b> <sup>[3]</sup> 85:24 92: 19 119:3 <b>entitlements</b> <sup>[3]</sup> 12:15 27: 19 84:13 <b>entitles</b> <sup>[1]</sup> 39:19 <b>entity</b> <sup>[2]</sup> 30:16 44:4 <b>entourage</b> <sup>[1]</sup> 14:8 <b>entries</b> <sup>[2]</sup> 106:8,9
---	--	---	--

# WOLFRAM V. PARDEE

<p><b>entry</b> <sup>[5]</sup> 106:5 113:4 114:16,17 116:25</p> <p><b>escrow</b> <sup>[12]</sup> 22:9 34:9,9,10,11,13,16,17,21 35:3,17 96:23</p> <p><b>especially</b> <sup>[1]</sup> 35:11</p> <p><b>essentially</b> <sup>[5]</sup> 5:5 6:21 12:4 37:2 106:14</p> <p><b>estate</b> <sup>[2]</sup> 72:23 73:3</p> <p><b>estimate</b> <sup>[2]</sup> 82:14 130:20</p> <p><b>estimated</b> <sup>[1]</sup> 59:15</p> <p><b>etc</b> <sup>[2]</sup> 24:25 99:8</p> <p><b>evaluate</b> <sup>[1]</sup> 100:22</p> <p><b>even</b> <sup>[23]</sup> 11:12 13:10 15:4 16:4,23 19:15 22:13,20 26:12 31:6 45:16 66:20 69:5 75:23 79:21 83:7 84:23 85:10 90:19 123:21 124:12 125:1,3</p> <p><b>event</b> <sup>[1]</sup> 79:10</p> <p><b>events</b> <sup>[1]</sup> 131:23</p> <p><b>ever</b> <sup>[15]</sup> 23:5 26:2 34:3 37:8,20 39:2 54:14 73:19 85:2 86:19 88:16 89:11 92:7,24 98:20</p> <p><b>every</b> <sup>[12]</sup> 7:13,17,18 9:23 10:13 31:12 34:4,22 35:20 40:9 96:22 116:25</p> <p><b>everybody</b> <sup>[2]</sup> 21:21 23:15</p> <p><b>everything</b> <sup>[10]</sup> 23:16 42:25 75:15 85:2,17 110:8 112:14 113:6,8 119:8</p> <p><b>evidence</b> <sup>[17]</sup> 71:10,12 105:6 120:19 121:6,13,16,19 124:11,12 125:6 126:8,23 127:11 128:6,20 130:3</p> <p><b>evidenced</b> <sup>[1]</sup> 127:12</p> <p><b>evidentiary</b> <sup>[1]</sup> 128:21</p> <p><b>exact</b> <sup>[3]</sup> 7:13,14 46:10</p> <p><b>exactly</b> <sup>[7]</sup> 50:1 55:10 61:17 76:10 77:6 99:17 113:17</p> <p><b>exam</b> <sup>[1]</sup> 93:8</p> <p><b>examination</b> <sup>[4]</sup> 43:19,24 52:12 98:16</p> <p><b>examined</b> <sup>[1]</sup> 98:6</p>	<p><b>example</b> <sup>[16]</sup> 16:6 21:17 27:22 32:25 38:7 76:4,16 88:11 89:12 109:7,24 110:2,16 113:20 114:10 118:6</p> <p><b>exceeded</b> <sup>[1]</sup> 23:24</p> <p><b>exceeding</b> <sup>[1]</sup> 24:4</p> <p><b>excellent</b> <sup>[1]</sup> 32:4</p> <p><b>exchange</b> <sup>[7]</sup> 3:24,25 6:17 30:10 31:16 47:9,9</p> <p><b>exchanged</b> <sup>[1]</sup> 14:13</p> <p><b>excited</b> <sup>[1]</sup> 18:25</p> <p><b>exciting</b> <sup>[1]</sup> 18:23</p> <p><b>excluded</b> <sup>[1]</sup> 42:9</p> <p><b>exclusive</b> <sup>[1]</sup> 89:20</p> <p><b>excuse</b> <sup>[3]</sup> 15:20 52:11 56:3</p> <p><b>executed</b> <sup>[1]</sup> 61:25</p> <p><b>executive</b> <sup>[1]</sup> 11:25</p> <p><b>exercise</b> <sup>[9]</sup> 33:9,10 37:8,21 39:12 40:24 58:21 63:9,24</p> <p><b>exercised</b> <sup>[1]</sup> 37:10</p> <p><b>exhibit</b> <sup>[33]</sup> 50:23 51:7,8 55:2,8,8,11,19 61:4,5 68:14 74:17 76:6 77:5,6,23 78:1 81:14 82:1 83:7 84:19 90:10 95:3 96:9 101:16 102:20,21 105:3,6 118:24 120:12 121:5 126:4</p> <p><b>exhibits</b> <sup>[1]</sup> 102:13</p> <p><b>exist</b> <sup>[2]</sup> 36:18 113:20</p> <p><b>existed</b> <sup>[1]</sup> 27:25</p> <p><b>expected</b> <sup>[2]</sup> 27:7,11</p> <p><b>expensive</b> <sup>[1]</sup> 10:20</p> <p><b>experience</b> <sup>[3]</sup> 99:20 100:9,22</p> <p><b>expert</b> <sup>[1]</sup> 116:17</p> <p><b>expertise</b> <sup>[2]</sup> 13:12 100:10</p> <p><b>experts</b> <sup>[1]</sup> 20:6</p> <p><b>expire</b> <sup>[1]</sup> 10:25</p> <p><b>expired</b> <sup>[2]</sup> 11:3,4</p> <p><b>explain</b> <sup>[9]</sup> 4:21 9:3 13:20 30:8 35:9 37:14 49:23 69:7 104:2</p> <p><b>explained</b> <sup>[2]</sup> 10:8 84:25</p> <p><b>explaining</b> <sup>[1]</sup> 50:8</p>	<p><b>explanation</b> <sup>[1]</sup> 87:11</p> <p><b>express</b> <sup>[1]</sup> 11:7</p> <p><b>extended</b> <sup>[1]</sup> 53:11</p> <p><b>extent</b> <sup>[2]</sup> 12:6 116:21</p> <p><b>extra</b> <sup>[2]</sup> 20:12 120:14</p> <p><b>extremely</b> <sup>[2]</sup> 20:10 37:20</p> <p><b>eyes</b> <sup>[1]</sup> 123:12</p> <hr/> <p style="text-align: center;"><b>F</b></p> <hr/> <p><b>facilitate</b> <sup>[1]</sup> 21:14</p> <p><b>fact</b> <sup>[6]</sup> 28:3 40:24 70:7 82:20 83:22 129:21</p> <p><b>factors</b> <sup>[4]</sup> 101:5,10,13 107:24</p> <p><b>facts</b> <sup>[10]</sup> 127:6,14,17 128:2,11,13,17,18 129:1,6</p> <p><b>factual</b> <sup>[1]</sup> 127:22</p> <p><b>fail</b> <sup>[1]</sup> 80:7</p> <p><b>failure</b> <sup>[2]</sup> 104:17 106:23</p> <p><b>fair</b> <sup>[11]</sup> 65:10 78:9 86:5 104:16 106:22 107:23,24 108:3 116:13 119:18,24</p> <p><b>fairly</b> <sup>[1]</sup> 16:24</p> <p><b>faith</b> <sup>[2]</sup> 104:16 106:22</p> <p><b>familiar</b> <sup>[3]</sup> 36:1 67:7 100:6</p> <p><b>family</b> <sup>[1]</sup> 101:8</p> <p><b>far</b> <sup>[8]</sup> 17:3 26:2 45:12 52:13 61:12 83:8 95:12 124:5</p> <p><b>farfetched</b> <sup>[1]</sup> 90:19</p> <p><b>fascinating</b> <sup>[1]</sup> 85:1</p> <p><b>favor</b> <sup>[1]</sup> 116:22</p> <p><b>favours</b> <sup>[1]</sup> 98:2</p> <p><b>february</b> <sup>[1]</sup> 88:23</p> <p><b>federal</b> <sup>[1]</sup> 28:5</p> <p><b>fee</b> <sup>[4]</sup> 102:23 105:20 109:3 110:25</p> <p><b>feel</b> <sup>[5]</sup> 38:18 126:25 128:10,16,22</p> <p><b>fees</b> <sup>[4]</sup> 101:11 115:12 116:23 119:3</p> <p><b>feet</b> <sup>[1]</sup> 67:14</p> <p><b>felt</b> <sup>[4]</sup> 20:11 107:10 113:9 115:22</p> <p><b>few</b> <sup>[7]</sup> 7:18 12:13 17:12 29:14 45:7 92:13 116:9</p> <p><b>fiduciary</b> <sup>[2]</sup> 35:7,9</p>	<p><b>figure</b> <sup>[1]</sup> 19:25</p> <p><b>file</b> <sup>[2]</sup> 110:25 121:7</p> <p><b>filed</b> <sup>[3]</sup> 103:1 113:22 114:3</p> <p><b>filing</b> <sup>[3]</sup> 118:20 119:7 123:17</p> <p><b>final</b> <sup>[17]</sup> 5:7,7 10:7,9,11,11,20,24 11:6,7,8,12,15 31:15 69:5,8 127:4</p> <p><b>finalize</b> <sup>[1]</sup> 7:11</p> <p><b>finance</b> <sup>[1]</sup> 12:11</p> <p><b>financial</b> <sup>[4]</sup> 12:13 16:1 23:14,14</p> <p><b>find</b> <sup>[10]</sup> 18:14 39:1 55:10 93:2 94:2 111:8 112:4 114:1 116:22 117:19</p> <p><b>finding</b> <sup>[1]</sup> 111:11</p> <p><b>fine</b> <sup>[4]</sup> 31:1 99:24 115:9 130:1</p> <p><b>fingerprints</b> <sup>[1]</sup> 13:17</p> <p><b>finish</b> <sup>[2]</sup> 52:14 77:21</p> <p><b>finished</b> <sup>[1]</sup> 130:3</p> <p><b>finite</b> <sup>[1]</sup> 106:25</p> <p><b>firm</b> <sup>[1]</sup> 98:24</p> <p><b>firms</b> <sup>[1]</sup> 100:14</p> <p><b>first</b> <sup>[41]</sup> 5:3,10 17:6,19 26:23 27:21 29:20 30:13,21,23 44:15 51:25 52:17 61:19 69:23 71:19,22 73:4 77:13 82:8 89:5 91:7 98:9 104:7,13,14 111:9,14 112:4,6,16 113:5 115:5 116:16 117:17 118:2,19,20,23 119:2 123:8</p> <p><b>fit</b> <sup>[2]</sup> 18:20 130:10</p> <p><b>five</b> <sup>[1]</sup> 98:2</p> <p><b>fix</b> <sup>[1]</sup> 102:14</p> <p><b>fleishaker</b> <sup>[1]</sup> 14:17</p> <p><b>flip</b> <sup>[1]</sup> 101:16</p> <p><b>flowed</b> <sup>[1]</sup> 62:17</p> <p><b>fluid</b> <sup>[1]</sup> 62:5</p> <p><b>flux</b> <sup>[1]</sup> 7:12</p> <p><b>focus</b> <sup>[2]</sup> 116:10 117:8</p> <p><b>focused</b> <sup>[4]</sup> 13:1 65:9 105:25 112:25</p> <p><b>focuses</b> <sup>[1]</sup> 102:25</p> <p><b>foley</b> <sup>[1]</sup> 16:7</p> <p><b>folks</b> <sup>[2]</sup> 20:7,7</p>
--	---	--	--



# WOLFRAM V. PARDEE

<p><b>follow</b> [11] 43:23 52:10,18 54:1 56:14 64:4,10 76:21, 22 117:11 120:5</p> <p><b>followed</b> [1] 63:7</p> <p><b>follows</b> [2] 98:7 123:16</p> <p><b>follow-up</b> [1] 3:21</p> <p><b>foot</b> [2] 27:24 28:12</p> <p><b>forget</b> [1] 93:24</p> <p><b>form</b> [15] 5:6 14:1 23:9 39: 24 40:13,21,22 41:1,3,14, 14 64:4 66:7 77:8 92:20</p> <p><b>formality</b> [1] 19:14</p> <p><b>formally</b> [1] 88:3</p> <p><b>formula</b> [1] 105:24</p> <p><b>forth</b> [2] 65:2 67:16</p> <p><b>forward</b> [4] 14:24 23:19 41:22 64:2</p> <p><b>found</b> [3] 36:6 109:22 110: 12</p> <p><b>foundation</b> [11] 44:11 45: 13 53:8 61:19 62:2 99:12 122:23 123:24 124:8 125:1, 6</p> <p><b>four</b> [3] 26:7 58:3 130:19</p> <p><b>fourth</b> [2] 38:12 57:17</p> <p><b>frame</b> [3] 17:2,5 93:24</p> <p><b>frames</b> [1] 17:18</p> <p><b>friday</b> [1] 3:1</p> <p><b>from</b> [56] 9:11,11 10:16 11: 17 13:16,19,23 14:4,19 16: 6,9,19 17:6 20:1 21:22 25: 23 28:19 29:17 34:5,21 37: 13,14 42:6,9,15 47:17 49: 23 50:9 58:3,5,16,19,24 59: 2,25 61:15 65:8 66:23 70: 23 73:13 78:4,6 79:22 82: 20 84:25 85:22 88:17,21 95:18 104:8,8 113:1 121: 24 122:24 123:24 126:6</p> <p><b>front</b> [2] 14:8 113:19</p> <p><b>fulfill</b> [2] 57:20 72:22</p> <p><b>full</b> [4] 9:20 28:13 41:11 132:5</p> <p><b>fully</b> [1] 126:13</p> <p><b>fun</b> [1] 73:12</p> <p><b>function</b> [1] 115:23</p> <p><b>funny</b> [2] 15:8 73:12</p>	<p><b>further</b> [6] 94:23 97:1 112: 9 117:25 120:1,3</p> <p><b>future</b> [3] 9:8 11:14 93:22</p> <hr/> <p style="text-align: center;"><b>G</b></p> <hr/> <p><b>gangbusters</b> [2] 38:8,18</p> <p><b>gap</b> [1] 28:13</p> <p><b>gas</b> [1] 28:13</p> <p><b>gate</b> [1] 101:7</p> <p><b>gave</b> [9] 31:10 77:14 78:11, 25 82:25 94:5,6 116:20 119:17</p> <p><b>general</b> [7] 30:3 31:13 38: 6 41:6,15 96:16 128:5</p> <p><b>generally</b> [9] 24:11 25:5 30:15 36:1 42:3 82:17,20 100:7 125:22</p> <p><b>generous</b> [1] 22:21</p> <p><b>gentleman</b> [1] 13:24</p> <p><b>gentlemen</b> [1] 73:25</p> <p><b>get</b> [47] 6:20 11:12 15:9,14 18:25 19:6 21:22 26:6,14 28:8,22,23,25 29:3,17,20 30:4,18 33:10 34:2 45:12 47:2 52:24 53:2 61:15 67: 12,19 72:9 80:8 85:13 88:7 94:20 95:1 97:13 109:13 113:1,1,16 114:12 115:18 116:10 120:17 123:11 124: 7 130:17,23,24</p> <p><b>gets</b> [5] 5:5 6:24 16:20 23: 17 92:9</p> <p><b>getting</b> [5] 14:20 18:7,14 45:17 90:12</p> <p><b>give</b> [22] 5:22,23 26:25 34: 15 43:10 46:13 51:19 92: 13 93:8 99:7 101:18 102: 11,13 110:9 114:12 115:8 119:19,24 130:7 131:1,3,16</p> <p><b>given</b> [5] 23:19 35:14 91: 12 119:11,22</p> <p><b>gives</b> [1] 101:7</p> <p><b>giving</b> [1] 52:5</p> <p><b>glad</b> [1] 81:2</p> <p><b>gloss</b> [1] 93:2</p> <p><b>go</b> [30] 31:12 35:2 39:24 46: 7 54:10 64:2,3 66:9 69:13</p>	<p>73:15,18 80:19 85:16 92: 17 93:22 94:1 95:17 96:17 98:14,15,19 105:4,12 106: 16 109:24 110:16,18 129:6 131:5,22</p> <p><b>goes</b> [3] 32:17 71:12 93:24</p> <p><b>going</b> [32] 7:20 15:23,24 24:23 27:8,15,16 28:11,25 29:12 30:2,22 31:16 32:21 33:4 38:8,18 49:16 52:8 53: 13,20 61:8,11 66:20 84:10 104:19 113:18 123:9,18 124:25 126:21 128:25</p> <p><b>golden</b> [1] 101:7</p> <p><b>golf</b> [32] 29:21,22,25 30:1,2, 4,6,14,16,20 31:2,2,7,8 42: 22 57:11,15 58:24,25 59:24 64:19 66:1,17 77:14 79:8, 10,15,15,16,19,22,24</p> <p><b>gone</b> [1] 76:5</p> <p><b>gonna</b> [42] 19:5,6 21:22 24: 20,23,24 26:15 28:4,5,6,8, 22 29:16,19 30:17 31:12 32:25 33:1 36:5 37:16 39:3 44:12 55:8 62:5 64:2 66:23 78:1 85:3,4 95:19 97:20,21, 23 98:13 99:11 105:12 113: 20 120:18 124:7,17 129:16 131:20</p> <p><b>good</b> [19] 3:4,4,6,7,8 14:25 20:7,7 35:21 43:21,22 53: 15 55:18 61:1 73:17 80:1 98:19 104:16 106:22</p> <p><b>gosh</b> [1] 84:21</p> <p><b>got</b> [28] 3:15 5:19 8:7 12:14, 18 13:3,23 16:13,23 17:25 18:1,1 19:7 20:5 28:16 29: 5,7 31:3 36:24 39:7 49:15 53:5 62:6 96:1 110:18 112: 6 121:19 124:23</p> <p><b>gotten</b> [1] 17:7</p> <p><b>government</b> [2] 5:12 26:4</p> <p><b>grades</b> [1] 23:15</p> <p><b>graduate</b> [1] 14:18</p> <p><b>grant</b> [1] 10:17</p> <p><b>granted</b> [1] 4:23</p> <p><b>grants</b> [2] 6:21 10:10</p>	<p><b>graphic</b> [1] 77:8</p> <p><b>grappling</b> [1] 115:7</p> <p><b>great</b> [5] 18:12 38:25 79:12 85:17 100:24</p> <p><b>green</b> [1] 102:9</p> <p><b>grew</b> [1] 59:23</p> <p><b>ground</b> [2] 11:17 76:2</p> <p><b>group</b> [2] 75:6,7</p> <p><b>guess</b> [4] 31:13 60:25 63: 23 129:9</p> <p><b>guidance</b> [1] 101:7</p> <p><b>gum</b> [1] 19:22</p> <p><b>guy</b> [7] 14:17,19,21 20:9,10, 10 21:8</p> <p><b>guys</b> [6] 13:3,4 14:16 18:4 67:15 70:21</p> <hr/> <p style="text-align: center;"><b>H</b></p> <hr/> <p><b>had</b> [73] 3:20 7:13,14,15,15, 16 8:3,9 9:23 11:18 12:17, 19 14:7,11,15,24 15:15,25 16:1,9,15 17:24 19:9,23 21: 3 22:10 24:13,14 25:15,21 26:3,9 27:20 29:2,20 30:9, 14,17,22 32:8,10 39:22 41: 22 42:15 45:20 47:18 56: 15 63:14 66:16 71:19,25 72:2,2 74:3 75:23 76:15 78: 24 79:12 88:2,12 89:13 94: 1 95:9 96:6,7 106:1 107:10 114:22,25 119:10 122:1,8,9</p> <p><b>half</b> [1] 42:25</p> <p><b>halfway</b> [1] 110:18</p> <p><b>hand</b> [4] 14:19 77:14 120: 12 123:8</p> <p><b>handful</b> [1] 15:25</p> <p><b>handle</b> [4] 127:3 131:9,12, 13</p> <p><b>hands</b> [1] 21:8</p> <p><b>hanifan</b> [2] 75:6,7</p> <p><b>hansen</b> [2] 98:24 99:3</p> <p><b>happen</b> [3] 27:12 79:18 88: 4</p> <p><b>happened</b> [3] 31:22 79:10 102:15</p> <p><b>happy</b> [1] 60:14</p> <p><b>hard</b> [7] 22:24,25 49:16 52:</p>
---	--	--	---

# WOLFRAM V. PARDEE

<p>10 111:11 115:8,10  <b>harvey</b> <sup>[41]</sup> 5:10 14:3,4,9,  20 15:2,6,6,21 16:15,16,19  17:24 18:3 19:8 20:1,10 28:  3,7,19,25 29:4,4,24 30:16  31:1 42:6,12,18,24 43:8 50:  9 66:23,24 67:10,11,16 69:  16 80:1 89:14 93:2  <b>harvey's</b> <sup>[4]</sup> 14:18 20:9 33:  18 85:5  <b>has</b> <sup>[35]</sup> 10:13,13 21:11 25:  7 32:2 36:13 37:11 39:17  41:6 49:5,6,7,19 56:1,4,7  57:14 59:8 68:17 71:6 74:9,  12 81:10 87:4,7 99:19 103:  11 105:10 107:20,22 122:6,  16 124:2 128:12,20  <b>hasn't</b> <sup>[1]</sup> 11:4  <b>haven't</b> <sup>[5]</sup> 37:19 64:6 69:  10 111:4 118:8  <b>having</b> <sup>[5]</sup> 20:12 50:8 98:5  111:11 126:7  <b>he</b> <sup>[75]</sup> 13:25 14:1,1,6,7,7,9  15:4,5,16,16,17,19,21,23,  23,24,25,25 16:1,3,3,4,5,5,  16,17,18,20,21,22,23,25 17:  25 20:1,2 28:6,21 29:5,6,7  30:17 31:7 42:13,13,18,19,  20,21,22,24 49:14 51:17,18  53:8 64:21,22 65:19 67:12,  13 71:15 73:9,11,11,13,16,  24 85:15 89:8,12 95:20,22,  22 99:19,20  <b>hear</b> <sup>[5]</sup> 88:21 89:3 95:25  99:22 129:22  <b>heard</b> <sup>[11]</sup> 48:22 70:2 71:  22 72:21 89:6,7,11 91:19  93:9,21 124:5  <b>hearing</b> <sup>[1]</sup> 129:24  <b>held</b> <sup>[1]</sup> 121:6  <b>helen</b> <sup>[1]</sup> 16:7  <b>help</b> <sup>[6]</sup> 20:13 50:25 53:22  54:1 118:11 131:23  <b>helpful</b> <sup>[3]</sup> 21:15,15 70:20  <b>helping</b> <sup>[1]</sup> 84:13  <b>her</b> <sup>[4]</sup> 47:5 74:8 91:7,13  <b>here</b> <sup>[46]</sup> 10:25 21:9 26:23,</p>	<p>24,25 38:24 39:6 49:16 50:  16 51:1 52:1 54:4,12,12,14,  15,24 55:7,16 56:7 62:24  64:16 77:8,13,15 80:21 81:  20 82:5 84:11 93:8 95:2 97:  13 102:11,16 103:8 109:24  111:8 112:6 114:2 116:15  117:19 130:8,17,21,24 131:  19  <b>here's</b> <sup>[5]</sup> 48:12 63:23 77:9  97:8 101:19  <b>he's</b> <sup>[17]</sup> 13:5,6 16:20,20  51:7,12,13 53:7 61:11 65:  25 74:1 82:20 83:7 97:22  98:13 99:19 103:25  <b>hey</b> <sup>[2]</sup> 14:25 35:3  <b>high</b> <sup>[1]</sup> 28:13  <b>highlight</b> <sup>[2]</sup> 102:9 112:15  <b>highlighted</b> <sup>[3]</sup> 107:6 113:  6 114:6  <b>highlights</b> <sup>[10]</sup> 99:8,22  103:14,15 104:1,3,5,11 106:  18 107:13  <b>highly</b> <sup>[1]</sup> 39:14  <b>highway</b> <sup>[4]</sup> 28:12 47:22  48:16 68:19  <b>hills</b> <sup>[3]</sup> 72:18 73:5 90:20  <b>him</b> <sup>[22]</sup> 3:12 14:12,13 16:2  18:3 20:3 22:22 42:7 51:16  52:5 67:4 71:16,20,21 72:  10,11 73:12 89:7 97:13,14  98:18 102:11  <b>himself</b> <sup>[3]</sup> 14:3,7 42:23  <b>hire</b> <sup>[1]</sup> 34:13  <b>hired</b> <sup>[1]</sup> 17:13  <b>his</b> <sup>[15]</sup> 16:14,18 18:4 19:8  42:20,20 52:12 61:11,12  66:5 67:13 71:11 73:20 99:  13,14  <b>history</b> <sup>[2]</sup> 69:16 99:7  <b>hit</b> <sup>[1]</sup> 72:24  <b>hold</b> <sup>[5]</sup> 11:22 39:11 77:22  80:12 97:14  <b>holdings</b> <sup>[1]</sup> 12:20  <b>home</b> <sup>[4]</sup> 12:2,12,23,24  <b>homes</b> <sup>[19]</sup> 18:19 29:20 37:  19 38:2,9,16,17,23,25 39:3,</p>	<p>11 44:1,1 45:4,4 46:20 57:  2 91:21 104:8  <b>honestly</b> <sup>[3]</sup> 22:22 29:3  131:19  <b>honesty</b> <sup>[2]</sup> 124:6 128:18  <b>honor</b> <sup>[50]</sup> 3:6 43:9,12 44:  5 45:11 49:2 51:8 52:2 61:  8 65:15 71:3,5 77:22 93:13  94:24 95:20 97:2,10,19 99:  9 101:17,21 102:17 103:22  104:19 105:8,16 108:6 112:  10 117:12,15 120:2,6,9,22,  24 121:18 122:5 123:1,2  124:18 125:11 126:3,6 127:  20 128:15 129:8 130:4 131:  14,25  <b>hour</b> <sup>[5]</sup> 100:14 130:7,14,  14,20  <b>hourly</b> <sup>[4]</sup> 99:14 100:3,19,  21  <b>hours</b> <sup>[3]</sup> 101:1 110:11  130:19  <b>house</b> <sup>[2]</sup> 16:17,18  <b>housekeeping</b> <sup>[3]</sup> 98:13  121:3,3  <b>houses</b> <sup>[2]</sup> 12:21 13:1  <b>how</b> <sup>[52]</sup> 13:20 19:6,12 20:  5 22:20 24:23,23 28:5 29:  22 30:8 33:19 37:14,15,16  38:1,2 39:24 44:11 45:8,24  46:15 49:13 60:24 70:3,24  71:12 72:25 73:17 74:12  78:12 83:4,5 84:5 92:4 93:  24,25 97:23 98:23 99:2,5  100:21 105:23 113:3 114:4  115:13 123:14,15 125:3,3  127:3 129:9 130:12  <b>however</b> <sup>[1]</sup> 114:11  <b>huge</b> <sup>[1]</sup> 23:5  <b>hundred</b> <sup>[8]</sup> 23:22 38:23  46:13,14 106:6 112:15 115:  4 116:6  <b>hundreds</b> <sup>[3]</sup> 23:21 39:4  74:14  <hr/> <b>i</b>  <hr/> <b>i'd</b> <sup>[3]</sup> 14:5 60:25 127:3</p>	<p><b>idea</b> <sup>[3]</sup> 16:20 56:17 57:18  <b>identified</b> <sup>[2]</sup> 3:23 95:11  <b>identify</b> <sup>[3]</sup> 11:21 36:21  104:22  <b>if</b> <sup>[81]</sup> 3:21 5:2 8:17 9:8 14:  25 17:1,3 18:2 21:15 22:18,  24 24:19 26:15 27:25 30:  23 32:21 33:5 37:24 38:16  39:6,21 40:14,20,24 43:9  45:11 46:9,9 53:20 54:14  56:4,4 57:20 59:6,10 60:1,  24 61:3 63:4,16,23 64:2,11  67:15 68:16 69:8 71:11 73:  14 75:18,18,19 76:24 77:25  79:17 82:21 85:16 92:2,10  97:13 100:24 106:5 108:11  109:7,7,25 110:16 111:7  113:18 114:9 121:16 124:  16,18 125:20 126:7,25 129:  5 130:11 131:5,9,12,23  <b>ignore</b> <sup>[1]</sup> 36:12  <b>i'll</b> <sup>[8]</sup> 64:14 65:8 71:14 75:  19 99:12 100:2 102:11 114:  12  <b>i'm</b> <sup>[77]</sup> 9:19 11:24 12:4 14:  9 15:1,20 23:19 24:12,20  25:22 26:20,20 27:15 28:4,  6,22 31:11,18 36:5 37:1 46:  3,5 47:6 49:16 50:8 52:6,8,  13 53:19 55:8 56:23 60:14  61:3,10 62:5 64:13 65:8 67:  7 77:11 78:3,24 80:17 81:2  87:6 89:3 91:16 94:4,9 95:  19 98:1,25 99:18,24 103:24  104:19 105:12 108:8 111:8,  10,20 112:4,11 115:7,9 118:  7,18,19,20 121:14 124:25  126:21,24 128:9,16,25 131:  3,7  <b>impact</b> <sup>[3]</sup> 27:16 49:19,21  <b>implied</b> <sup>[4]</sup> 104:15 106:22  108:24 115:25  <b>important</b> <sup>[2]</sup> 16:2 19:15  <b>importantly</b> <sup>[1]</sup> 123:17  <b>improperly</b> <sup>[1]</sup> 41:10  <b>improvement</b> <sup>[1]</sup> 10:15  <b>improvements</b> <sup>[3]</sup> 10:18</p>
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# WOLFRAM V. PARDEE

<p>23:24 24:25  <b>inaccurate</b> [1] 80:13  <b>inadmissible</b> [1] 122:15  <b>inc</b> [1] 104:9  <b>included</b> [2] 75:14 82:3  <b>includes</b> [1] 92:15  <b>including</b> [2] 30:20 77:15  <b>increase</b> [1] 32:9  <b>incurred</b> [1] 101:12  <b>independent</b> [2] 34:19,23  <b>indicate</b> [3] 15:17 35:8 37:23  <b>indicated</b> [24] 6:7 7:21 8:9 13:13 19:9 34:23 41:22 44:20 47:15,20 69:4,21 70:11 73:24 74:5 75:12 78:24 86:6 87:3 88:1 90:10 91:23 96:6 119:10  <b>indication</b> [1] 48:25  <b>industry</b> [2] 4:18 21:21  <b>information</b> [9] 21:24 86:24 88:18 91:14 107:10 108:23 113:16 119:22 128:12  <b>informed</b> [7] 85:23 86:25 88:19 89:8 104:18 106:24 108:23  <b>ink</b> [1] 76:5  <b>input</b> [1] 130:5  <b>inquire</b> [1] 86:19  <b>inquiry</b> [2] 45:15 116:4  <b>insert</b> [1] 102:1  <b>inspirada</b> [1] 13:8  <b>installing</b> [1] 24:24  <b>instance</b> [1] 24:19  <b>instruct</b> [1] 35:14  <b>instructing</b> [1] 91:13  <b>instruction</b> [2] 15:18 91:4  <b>instructions</b> [3] 22:9 34:17 91:12  <b>instrument</b> [4] 9:6,21 10:10 40:16  <b>intended</b> [6] 57:1 68:24 77:24 84:1 92:23 95:8  <b>intends</b> [1] 84:20  <b>intent</b> [1] 11:7  <b>intention</b> [1] 57:4  <b>intentionally</b> [1] 41:17</p>	<p><b>interest</b> [5] 18:7 31:11 41:12 72:5 86:23  <b>interested</b> [11] 15:1 16:3 18:10 25:22 27:15 41:9 67:22,24,25 72:10 73:2  <b>interesting</b> [2] 15:4 25:25  <b>interfere</b> [1] 70:17  <b>interpret</b> [1] 125:3  <b>interrupt</b> [1] 67:4  <b>intersection</b> [1] 123:9  <b>into</b> [47] 5:10,13 10:12 12:14 14:12 15:2,14 16:11,13,25 17:21 19:7 20:20 22:5,24 24:17 25:24 27:5 28:15 32:17,21 35:17 40:25 45:12 46:7 47:2 54:14 57:11,23 59:9 67:3,5,12,20 83:18 94:21 96:7 105:6 118:16 120:19 121:6,13 125:23 126:8,22 128:2 129:6  <b>intriguing</b> [2] 19:2,7  <b>introducing</b> [1] 122:10  <b>inventory</b> [5] 37:15,16,17,24 39:8  <b>invested</b> [2] 23:22 74:13  <b>investigation</b> [1] 16:11  <b>investment</b> [1] 74:9  <b>invoiced</b> [1] 34:2  <b>involved</b> [13] 12:18 13:14 16:23 17:7 18:7 33:5,6,12 45:25 61:16,20,23 92:9  <b>involvement</b> [5] 17:20 74:3,22,25 75:3  <b>irrelevant</b> [1] 62:6  <b>irrespective</b> [1] 100:23  <b>isn't</b> [4] 77:12 83:9 99:15 115:24  <b>issue</b> [8] 45:21 52:16 105:10,13 122:10 123:8 127:4,10  <b>issuer</b> [1] 125:13  <b>issues</b> [15] 12:16 25:10,11,16 27:14,16 29:11 31:14,19 44:6 85:11 113:21 123:8 125:4,7  <b>its</b> [8] 5:8 6:15 9:3 31:16 41:7 57:20 73:21 86:7</p>	<p><b>it's</b> [97] 4:25 5:4,5,7 6:20 9:10,21,21 10:3,3 14:25 18:21,23,24 22:12,21 23:2,5,19 26:2,5,6 30:23 33:8,9 36:24 37:23 38:6 39:3,5 40:10 41:9 45:17 47:7 48:6,6 50:2 51:1,18 52:25 53:10,20,25 54:4 55:1,11 62:6 63:24 66:13 71:3 74:17 75:24 77:3,4,5,6 78:1 80:21 81:19,20 84:24 85:18 92:19,20 94:15,18,18,19 96:22,22,24 98:19 100:12 105:17 107:5 108:25 109:21 110:13,25 111:13,22 114:17 115:9 117:3 118:24 121:16,19 122:5,14,19 123:21,23 125:2,3 127:9 131:2,9  <b>itself</b> [2] 104:21,22  <b>iv</b> [1] 131:22  <b>i've</b> [19] 12:11 13:3 21:9 22:24 24:1 26:1,19 33:3 35:7 41:15 51:3 88:12 92:24 93:8 99:25 100:13 122:4 124:4 131:17</p> <hr/> <p style="text-align: center;"><b>J</b></p> <hr/> <p><b>j</b> [3] 97:20 98:4,10  <b>j.j</b> [72] 3:7 43:15,17,20 44:8,14,19 45:16,24 46:8,12 47:10 49:4,8,21 50:11 51:11,13,17,23 52:15,21 53:5,10,14 54:7,22 55:6,15 56:22 60:17 61:10 62:7,21,25 63:3,12 65:16,24 66:3,10,12 67:8 71:6,17 76:23 78:2 80:17,20 81:1,6,12 87:16 93:11,13,15 94:22 95:19 97:3,22,25 120:21 121:2 122:7,19,22 123:1 126:4 127:24 130:4,14,19  <b>j.m</b> [52] 55:13 97:10,15,19 98:1,17 99:17 100:1 101:21 102:6,19 104:10 105:5,18 107:15 108:5 109:16,18 111:13,18,22 120:6,23 121:14,18,20 122:1 123:2,4,7,</p>	<p>14 124:9,14,18,21,24 125:10,13,19 126:3,19 127:2,4,9,16,19,25 128:7,15,24 129:2,12  <b>jack</b> [3] 29:25 30:3,5  <b>james</b> [4] 97:20 98:4,10 110:21  <b>jelly</b> [3] 32:3 33:11,12  <b>jim</b> [4] 13:10 70:25 98:15 113:9  <b>j-i-m-m-e-r-s-o-n</b> [1] 98:11  <b>jimmreson</b> [1] 94:22  <b>job</b> [3] 11:22,23 21:6  <b>joe</b> [2] 14:17,21  <b>john</b> [17] 16:23,23 17:25 18:4 22:13,14,19 72:6 73:12,23,24 89:2,4,4,5,16 91:10  <b>jointly</b> [1] 24:9  <b>jon</b> [3] 12:3 14:2 16:24  <b>judge</b> [6] 3:13 49:5 81:1 97:4 115:9 121:2  <b>judgement</b> [1] 117:4  <b>judgment</b> [1] 128:19  <b>judicial</b> [9] 121:5,11,15,21,22 125:14,17,23 126:21  <b>jump</b> [2] 54:2 67:15  <b>june</b> [8] 59:15 60:5,18 64:13 102:24 106:13,13 113:18  <b>jurisdiction</b> [1] 4:24  <b>just</b> [69] 3:14 5:21 9:10 15:7 18:21 19:22 22:9,15 23:19 27:6 30:15 31:20 33:16 34:1,3 36:6 37:25 41:16 43:10,23 44:10 45:7 48:25 49:12 55:2 61:23 63:1 66:7,11 69:12 70:19,22 71:14,15 72:18 73:7 75:4,11,19 76:8 77:20 88:1 92:13 93:23 94:21 99:13,13,24 104:24 106:8,10 108:25 113:5,5 114:10,10,12 117:8 120:12 121:14 122:17,23 124:21 125:19,25 126:19 127:13,22 131:7</p> <hr/> <p style="text-align: center;"><b>K</b></p> <hr/>
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# WOLFRAM V. PARDEE

<p><b>keep</b> <sup>[17]</sup> 6:3 7:20 16:16,25 17:5 21:16 33:10 34:18 53:13 77:23 79:2 84:10 85:22 104:17 106:24 108:23 131:20</p> <p><b>keeping</b> <sup>[3]</sup> 32:3 55:19 130:21</p> <p><b>keeps</b> <sup>[1]</sup> 120:15</p> <p><b>kept</b> <sup>[2]</sup> 34:3 88:18</p> <p><b>kick</b> <sup>[1]</sup> 19:19</p> <p><b>kidding</b> <sup>[1]</sup> 99:24</p> <p><b>killed</b> <sup>[1]</sup> 79:16</p> <p><b>kind</b> <sup>[17]</sup> 15:2,6,7,8 16:4,15 18:20,24 19:14 24:9 27:4 32:20 44:13 59:6 67:23 70:20 76:12</p> <p><b>klif</b> <sup>[1]</sup> 14:9</p> <p><b>knew</b> <sup>[6]</sup> 14:4 16:5 22:15 93:21 123:22 128:17</p> <p><b>knowledge</b> <sup>[2]</sup> 11:3 99:14</p> <p><b>known</b> <sup>[1]</sup> 14:15</p> <p><b>kristin</b> <sup>[2]</sup> 102:15 120:11</p> <hr/> <p style="text-align: center;"><b>L</b></p> <hr/> <p><b>l.a</b> <sup>[2]</sup> 18:1,3</p> <p><b>labels</b> <sup>[1]</sup> 42:3</p> <p><b>laid</b> <sup>[1]</sup> 125:6</p> <p><b>lake</b> <sup>[1]</sup> 79:13</p> <p><b>land</b> <sup>[83]</sup> 5:5 6:17 7:3 8:3 9:1,6,7,16 11:8 12:9,12,16,20,21,22,25 13:2,4,7 14:16,19 18:12,13,16,18 20:2,9 21:7,8 22:6 23:16,18,23,24,25 24:4,18 26:17,18,18,20 27:4,4 28:5,19,22 31:9,15 34:18 36:1,23 37:17 40:3 41:11 58:16,19 59:2 64:5 72:4,6 73:6 75:13,14 76:15 79:8,9,24 85:4 88:7,9,14 90:10 91:10 92:9 94:2,6 96:3,20,21,23 123:21,24 125:2</p> <p><b>landholding</b> <sup>[1]</sup> 18:13</p> <p><b>landlock</b> <sup>[2]</sup> 5:18 33:3</p> <p><b>landowner</b> <sup>[2]</sup> 5:19 9:11</p> <p><b>lands</b> <sup>[9]</sup> 37:6,9 39:13 41:23 58:24 95:8,16 96:8,12</p> <p><b>large</b> <sup>[8]</sup> 5:2 10:12,20 12:19,20 13:7 18:13 77:13</p> <p><b>larger</b> <sup>[6]</sup> 17:24 51:18 69:10 72:23 73:2 90:11</p> <p><b>las</b> <sup>[10]</sup> 3:1 18:16,18 21:7 38:8 39:1 73:14 79:13 90:12 100:7</p> <p><b>lash</b> <sup>[21]</sup> 12:3 14:2 15:18 16:24 17:7,10 22:17 45:25 46:19 70:25 72:17 73:9,19 74:19 82:4,10 88:21,24 89:11 91:1,13</p> <p><b>lash's</b> <sup>[1]</sup> 91:4</p> <p><b>last</b> <sup>[11]</sup> 10:1 11:1,5 37:16 38:10 45:7 98:9 104:20,21 109:5,21</p> <p><b>late</b> <sup>[1]</sup> 131:17</p> <p><b>later</b> <sup>[14]</sup> 19:9 29:5,7 33:6 42:10,13 67:17 69:9 77:16 95:13,15 103:16,17,18</p> <p><b>law</b> <sup>[9]</sup> 5:4 35:12 98:22 99:5,19 101:8 125:24 126:16 129:5</p> <p><b>lawson</b> <sup>[2]</sup> 91:5,5</p> <p><b>lawyers</b> <sup>[2]</sup> 100:23 101:10</p> <p><b>lead</b> <sup>[3]</sup> 13:7 15:24 24:24</p> <p><b>leading</b> <sup>[1]</sup> 13:10</p> <p><b>learn</b> <sup>[1]</sup> 88:12</p> <p><b>learned</b> <sup>[1]</sup> 20:18</p> <p><b>lease</b> <sup>[3]</sup> 28:22 29:1 57:13</p> <p><b>leasing</b> <sup>[1]</sup> 28:19</p> <p><b>least</b> <sup>[3]</sup> 29:11 64:22 131:21</p> <p><b>leave</b> <sup>[2]</sup> 70:12 90:25</p> <p><b>led</b> <sup>[1]</sup> 119:7</p> <p><b>leery</b> <sup>[1]</sup> 45:19</p> <p><b>leeway</b> <sup>[3]</sup> 52:5,7 93:8</p> <p><b>left</b> <sup>[2]</sup> 3:19 80:1</p> <p><b>legal</b> <sup>[17]</sup> 4:23 5:4,17,20 10:12 20:7 26:14 33:9,12 34:24,25 35:10,21 40:25 59:13 92:17 110:19</p> <p><b>legend</b> <sup>[1]</sup> 82:3</p> <p><b>legendary</b> <sup>[1]</sup> 14:6</p> <p><b>legislature</b> <sup>[1]</sup> 14:5</p> <p><b>length</b> <sup>[2]</sup> 100:22,23</p> <p><b>less</b> <sup>[3]</sup> 7:16,16 46:14</p> <p><b>let</b> <sup>[22]</sup> 11:17 14:25 15:13</p> <p>17:1,3,3 21:19 25:19 37:24 60:11 63:14 66:10 77:21 84:23 107:4 108:11 109:5,24 110:16 114:1 117:19 122:3</p> <p><b>let's</b> <sup>[11]</sup> 3:10 15:6 39:6 55:18 61:5 63:1 67:4 98:14 109:7 113:4 130:6</p> <p><b>letter</b> <sup>[11]</sup> 58:8 74:18,23,24 76:8 77:6 78:15 82:2,6,8 85:15</p> <p><b>level</b> <sup>[4]</sup> 18:21,25 19:23 100:9</p> <p><b>levy</b> <sup>[3]</sup> 20:8 33:13,17</p> <p><b>lifetime</b> <sup>[4]</sup> 37:18,24,25 39:8</p> <p><b>light</b> <sup>[2]</sup> 6:6 107:24</p> <p><b>lighter</b> <sup>[1]</sup> 12:25</p> <p><b>like</b> <sup>[53]</sup> 15:7,23 16:20 18:22 19:24 20:5,11 30:13 35:6 36:20 38:18,24 40:15 45:24 48:23 52:3 54:25 55:12 60:3 62:12 65:20 66:16,17,17,17,19 71:15,16 78:10 79:7 80:24 81:23 82:12 84:25 85:9 86:7,21 94:19,21 96:22 105:5 111:7,23 113:4,8 114:5,9,11 117:23 121:20 125:14 128:10 131:21</p> <p><b>likely</b> <sup>[1]</sup> 39:14</p> <p><b>limit</b> <sup>[1]</sup> 21:23</p> <p><b>limited</b> <sup>[2]</sup> 52:13 93:4</p> <p><b>lincoln</b> <sup>[5]</sup> 29:17,18 92:7,9,11</p> <p><b>line</b> <sup>[2]</sup> 29:18 45:15</p> <p><b>lines</b> <sup>[4]</sup> 28:1,13,14 69:11</p> <p><b>lisa</b> <sup>[1]</sup> 91:7</p> <p><b>list</b> <sup>[3]</sup> 15:24 29:8,14</p> <p><b>listening</b> <sup>[1]</sup> 46:6</p> <p><b>literally</b> <sup>[1]</sup> 35:16</p> <p><b>litigation</b> <sup>[2]</sup> 100:7,13</p> <p><b>little</b> <sup>[20]</sup> 7:15,15 11:17,21 14:8,14 25:20 29:7 32:17 37:25 46:7 47:8 59:23 69:15 77:3 78:1 100:13 101:2 106:12 111:11</p> <p><b>live</b> <sup>[1]</sup> 73:14</p> <p><b>lives</b> <sup>[1]</sup> 73:13</p> <p><b>load</b> <sup>[1]</sup> 72:24</p> <p><b>lobby</b> <sup>[2]</sup> 14:3,12</p> <p><b>lobbyists</b> <sup>[1]</sup> 16:7</p> <p><b>located</b> <sup>[1]</sup> 29:19</p> <p><b>location</b> <sup>[5]</sup> 46:24 48:13 59:8 83:2,2</p> <p><b>locations</b> <sup>[3]</sup> 36:1 47:20 48:9</p> <p><b>locked</b> <sup>[1]</sup> 23:17</p> <p><b>long</b> <sup>[10]</sup> 37:15 93:24,25 94:2,8,10 97:23 99:2,5 130:12</p> <p><b>longer</b> <sup>[2]</sup> 65:12 96:18</p> <p><b>look</b> <sup>[32]</sup> 5:24 22:10 24:19 32:8 36:7,20 40:1 50:22 51:3,4,7 55:19 63:23 74:16 75:24 77:5 82:1,18 85:16 101:3,3,4,11 114:9,16 116:8 122:3,18 125:24 126:17 127:1 129:4</p> <p><b>looked</b> <sup>[8]</sup> 54:3,13 61:3 73:1 82:18 90:20,20,21</p> <p><b>looking</b> <sup>[17]</sup> 14:24 16:1 18:14,18 51:7,21,24 53:15 54:11,16 69:13 72:22 73:7 90:17,22 111:8 128:9</p> <p><b>looks</b> <sup>[2]</sup> 114:5 117:23</p> <p><b>los</b> <sup>[1]</sup> 73:13</p> <p><b>loss</b> <sup>[1]</sup> 79:20</p> <p><b>lost</b> <sup>[1]</sup> 120:17</p> <p><b>lot</b> <sup>[29]</sup> 7:16,16 10:9,13 11:16 14:24 18:25 24:22 33:20 42:5 45:9,22 49:16 66:21 67:18 69:11 76:17,25 77:10,16,17 78:7 94:14 96:7,11,15,16 101:1 129:16</p> <p><b>lots</b> <sup>[13]</sup> 10:12 11:2 25:7 42:8 46:15,20,22 64:19 66:18 69:10,10 81:18 88:6</p> <p><b>love</b> <sup>[2]</sup> 101:9,9</p> <p><b>lower</b> <sup>[1]</sup> 100:13</p> <p><b>lucrative</b> <sup>[1]</sup> 9:25</p> <p><b>lunch</b> <sup>[2]</sup> 14:22 131:5</p> <p><b>lundvall</b> <sup>[89]</sup> 3:6,18 36:9,11 43:9 44:5 45:11 46:3 47:3,6 49:2 52:2,11 53:20,23 61:8,11 62:23 65:15,18 66:</p>	
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# WOLFRAM V. PARDEE

<p>2,5,9 <b>67</b>:4 <b>71</b>:3,8,13 <b>74</b>:7  <b>77</b>:22 <b>80</b>:12,19 <b>87</b>:13,15  <b>93</b>:7 <b>94</b>:24 <b>95</b>:1,6 <b>96</b>:5 <b>97</b>:  1 <b>99</b>:9,11,18 <b>101</b>:17 <b>102</b>:17  <b>103</b>:22,25 <b>104</b>:4,19 <b>105</b>:7,8,  14,16 <b>108</b>:10,15 <b>109</b>:2,12,  23 <b>111</b>:15,24 <b>112</b>:3,9 <b>117</b>:  11,16,22 <b>118</b>:1,22 <b>120</b>:1,16  <b>121</b>:10 <b>122</b>:5,8,13 <b>123</b>:4  <b>124</b>:1,4 <b>126</b>:6,12,16 <b>129</b>:8,  15,19 <b>130</b>:12,16,22 <b>131</b>:2,6,  11,14,25  <b>lundvall's</b> <sup>[1]</sup> <b>130</b>:5  <b>luxury</b> <sup>[3]</sup> <b>42</b>:22 <b>58</b>:24,25</p> <hr/> <p style="text-align: center;"><b>M</b></p> <hr/> <p><b>m</b> <sup>[1]</sup> <b>110</b>:21  <b>ma'am</b> <sup>[12]</sup> <b>102</b>:4 <b>110</b>:23  <b>112</b>:2,8,17,22 <b>113</b>:7,12 <b>114</b>:  15 <b>119</b>:9,16 <b>122</b>:22  <b>made</b> <sup>[12]</sup> <b>7</b>:25 <b>10</b>:2 <b>14</b>:5  <b>17</b>:8 <b>25</b>:2 <b>31</b>:4 <b>34</b>:1 <b>42</b>:10  <b>54</b>:14 <b>73</b>:12 <b>74</b>:10 <b>128</b>:21  <b>maintain</b> <sup>[1]</sup> <b>25</b>:15  <b>maintained</b> <sup>[2]</sup> <b>5</b>:25 <b>6</b>:5  <b>major</b> <sup>[3]</sup> <b>17</b>:18 <b>27</b>:16 <b>29</b>:  15  <b>make</b> <sup>[29]</sup> <b>5</b>:19 <b>8</b>:7,23 <b>9</b>:9  <b>10</b>:13 <b>11</b>:14 <b>35</b>:16,17 <b>41</b>:  16 <b>43</b>:2 <b>52</b>:14,20 <b>54</b>:21 <b>57</b>:  20 <b>65</b>:22 <b>69</b>:9 <b>72</b>:25 <b>97</b>:13  <b>112</b>:11 <b>113</b>:3 <b>114</b>:4,10 <b>116</b>:  11 <b>120</b>:25 <b>121</b>:17 <b>125</b>:22  <b>128</b>:1 <b>130</b>:16 <b>131</b>:21  <b>makes</b> <sup>[5]</sup> <b>10</b>:7 <b>32</b>:24 <b>39</b>:7  <b>65</b>:19 <b>122</b>:17  <b>making</b> <sup>[9]</sup> <b>7</b>:13,22 <b>33</b>:22  <b>34</b>:6 <b>41</b>:12 <b>45</b>:14 <b>47</b>:23 <b>91</b>:  24 <b>125</b>:22  <b>man</b> <sup>[1]</sup> <b>16</b>:15  <b>management</b> <sup>[1]</sup> <b>12</b>:14  <b>manager</b> <sup>[1]</sup> <b>12</b>:18  <b>many</b> <sup>[10]</sup> <b>33</b>:19 <b>38</b>:2,17  <b>45</b>:8,25 <b>46</b>:15 <b>94</b>:7,12 <b>101</b>:  6 <b>125</b>:5  <b>map</b> <sup>[87]</sup> <b>3</b>:20 <b>4</b>:13,17,19,  21,23 <b>5</b>:6,7,7,8,15,16,21 <b>6</b>:</p>	<p>11,20,21 <b>7</b>:4,19 <b>8</b>:4,11,13  <b>10</b>:2,4,5,7,9,11,11,12,20,22,  24 <b>11</b>:4,6,12,15 <b>26</b>:22 <b>27</b>:  18 <b>30</b>:6,15 <b>31</b>:2 <b>32</b>:18,23  <b>36</b>:7,10,13,22 <b>51</b>:8,9,12,18  <b>52</b>:20 <b>53</b>:19 <b>55</b>:2,11,19 <b>57</b>:  6 <b>69</b>:6,8 <b>74</b>:18 <b>75</b>:1,8,9,10  <b>76</b>:2,14 <b>77</b>:11 <b>78</b>:8,17 <b>81</b>:  14 <b>82</b>:3 <b>85</b>:17 <b>87</b>:4,20,25  <b>92</b>:22 <b>95</b>:4,8 <b>113</b>:18 <b>121</b>:6  <b>122</b>:5,11,24 <b>123</b>:5,17 <b>126</b>:4  <b>127</b>:10  <b>mapped</b> <sup>[4]</sup> <b>11</b>:2 <b>46</b>:22 <b>54</b>:  6 <b>56</b>:2  <b>mapping</b> <sup>[12]</sup> <b>25</b>:23 <b>31</b>:9  <b>32</b>:22 <b>33</b>:16 <b>48</b>:1 <b>49</b>:5,6,7,  14 <b>53</b>:3 <b>92</b>:14,17  <b>maps</b> <sup>[15]</sup> <b>5</b>:14,25 <b>12</b>:15  <b>26</b>:8 <b>27</b>:9 <b>32</b>:19 <b>33</b>:19 <b>48</b>:  11 <b>50</b>:4 <b>51</b>:3 <b>52</b>:23 <b>83</b>:1 <b>88</b>:  17 <b>121</b>:9 <b>125</b>:5  <b>march</b> <sup>[4]</sup> <b>64</b>:15 <b>84</b>:19 <b>88</b>:  23 <b>89</b>:25  <b>mark</b> <sup>[1]</sup> <b>120</b>:13  <b>marked</b> <sup>[4]</sup> <b>56</b>:7,24 <b>102</b>:21  <b>123</b>:11  <b>market</b> <sup>[12]</sup> <b>11</b>:13 <b>38</b>:7,8,9,  10,16,19 <b>100</b>:6,10,10,11,12  <b>master</b> <sup>[4]</sup> <b>38</b>:20,22,24 <b>39</b>:  1  <b>match</b> <sup>[1]</sup> <b>115</b>:22  <b>matches</b> <sup>[1]</sup> <b>27</b>:1  <b>matter</b> <sup>[7]</sup> <b>8</b>:20,23 <b>41</b>:6 <b>71</b>:  8 <b>100</b>:4,16 <b>107</b>:18  <b>matters</b> <sup>[4]</sup> <b>85</b>:23 <b>107</b>:1  <b>121</b>:3,4  <b>may</b> <sup>[13]</sup> <b>17</b>:7 <b>27</b>:17 <b>35</b>:4  <b>38</b>:2 <b>39</b>:12 <b>43</b>:10 <b>44</b>:23 <b>58</b>:  8 <b>72</b>:16,17 <b>102</b>:12 <b>117</b>:11  <b>123</b>:5  <b>maybe</b> <sup>[8]</sup> <b>9</b>:19 <b>10</b>:3 <b>17</b>:11  <b>45</b>:10 <b>55</b>:12 <b>69</b>:22 <b>88</b>:23  <b>101</b>:18  <b>me</b> <sup>[66]</sup> <b>3</b>:12 <b>11</b>:17 <b>12</b>:1 <b>13</b>:  3 <b>14</b>:21,22,25 <b>15</b>:4,13,20  <b>17</b>:1,3 <b>21</b>:8,22 <b>22</b>:22,25 <b>23</b>:  15 <b>25</b>:19 <b>26</b>:25 <b>29</b>:6 <b>36</b>:10</p>	<p><b>37</b>:24 <b>43</b>:10 <b>46</b>:13 <b>51</b>:19,  24 <b>52</b>:11 <b>53</b>:22 <b>54</b>:1 <b>56</b>:3  <b>60</b>:11 <b>62</b>:6 <b>63</b>:14 <b>66</b>:10 <b>67</b>:  15 <b>71</b>:15 <b>72</b>:7 <b>73</b>:23 <b>76</b>:1,  12 <b>77</b>:21,25 <b>78</b>:12 <b>80</b>:5 <b>84</b>:  23 <b>89</b>:2,4,16 <b>91</b>:19 <b>95</b>:3 <b>96</b>:  22 <b>98</b>:25 <b>101</b>:18 <b>107</b>:4 <b>108</b>:  11 <b>109</b>:5,24 <b>110</b>:16 <b>114</b>:1,5,  12 <b>117</b>:10,19 <b>122</b>:3 <b>126</b>:25  <b>131</b>:23  <b>mean</b> <sup>[17]</sup> <b>18</b>:12 <b>23</b>:1 <b>29</b>:  22 <b>35</b>:9,10 <b>42</b>:25 <b>75</b>:10 <b>76</b>:  8 <b>77</b>:5 <b>83</b>:5,10,12 <b>85</b>:18 <b>88</b>:  11 <b>93</b>:25 <b>127</b>:14 <b>128</b>:4  <b>meaning</b> <sup>[4]</sup> <b>57</b>:14 <b>87</b>:8  <b>106</b>:3 <b>112</b>:20  <b>means</b> <sup>[2]</sup> <b>83</b>:11 <b>124</b>:13  <b>meant</b> <sup>[1]</sup> <b>123</b>:23  <b>mechanism</b> <sup>[1]</sup> <b>79</b>:21  <b>meet</b> <sup>[2]</sup> <b>72</b>:11 <b>80</b>:7  <b>meeting</b> <sup>[24]</sup> <b>15</b>:15 <b>16</b>:10  <b>17</b>:9,9,18,24 <b>18</b>:2,6 <b>19</b>:11,  17 <b>20</b>:14,18,22 <b>40</b>:8 <b>69</b>:24  <b>70</b>:4,11 <b>88</b>:22,24 <b>89</b>:8,12,  13 <b>90</b>:25 <b>113</b>:9  <b>meetings</b> <sup>[2]</sup> <b>66</b>:22 <b>71</b>:16  <b>members</b> <sup>[1]</sup> <b>17</b>:12  <b>memorandum</b> <sup>[7]</sup> <b>8</b>:5 <b>9</b>:1,  2,5,14,15 <b>40</b>:6  <b>mentioned</b> <sup>[9]</sup> <b>25</b>:25 <b>27</b>:  24 <b>33</b>:3 <b>42</b>:14 <b>47</b>:22 <b>77</b>:12  <b>79</b>:7 <b>90</b>:15 <b>92</b>:16  <b>met</b> <sup>[7]</sup> <b>16</b>:14 <b>17</b>:24 <b>18</b>:3  <b>71</b>:20,21,25 <b>72</b>:2  <b>method</b> <sup>[1]</sup> <b>5</b>:22  <b>metro</b> <sup>[1]</sup> <b>18</b>:15  <b>mf</b> <sup>[1]</sup> <b>55</b>:23  <b>mid</b> <sup>[1]</sup> <b>102</b>:24  <b>middle</b> <sup>[6]</sup> <b>28</b>:20,24 <b>29</b>:24  <b>36</b>:16 <b>106</b>:13 <b>111</b>:3  <b>midnight</b> <sup>[1]</sup> <b>130</b>:24  <b>might</b> <sup>[7]</sup> <b>17</b>:23 <b>39</b>:7,8 <b>44</b>:  21 <b>90</b>:19 <b>100</b>:12 <b>101</b>:1  <b>million</b> <sup>[17]</sup> <b>23</b>:23 <b>26</b>:16,16  <b>30</b>:10,23 <b>31</b>:17 <b>32</b>:9 <b>36</b>:2  <b>37</b>:7 <b>54</b>:18,23 <b>59</b>:20 <b>60</b>:19  <b>63</b>:6,18 <b>93</b>:5 <b>95</b>:9</p>	<p><b>millions</b> <sup>[2]</sup> <b>23</b>:21 <b>74</b>:14  <b>mind</b> <sup>[3]</sup> <b>79</b>:2 <b>84</b>:10 <b>131</b>:18  <b>mine</b> <sup>[2]</sup> <b>109</b>:20 <b>111</b>:17  <b>minimize</b> <sup>[1]</sup> <b>23</b>:20  <b>minimum</b> <sup>[1]</sup> <b>17</b>:22  <b>minute</b> <sup>[1]</sup> <b>117</b>:20  <b>minutes</b> <sup>[4]</sup> <b>53</b>:11 <b>98</b>:3  <b>130</b>:15,20  <b>misrepresentation</b> <sup>[2]</sup>  <b>61</b>:13 <b>66</b>:6  <b>missed</b> <sup>[1]</sup> <b>85</b>:15  <b>model</b> <sup>[1]</sup> <b>23</b>:14  <b>modified</b> <sup>[2]</sup> <b>9</b>:16,18  <b>moment</b> <sup>[1]</sup> <b>61</b>:6  <b>money</b> <sup>[4]</sup> <b>61</b>:2 <b>74</b>:12 <b>95</b>:  18 <b>96</b>:18  <b>month</b> <sup>[6]</sup> <b>7</b>:13,18 <b>17</b>:23  <b>34</b>:4 <b>69</b>:21 <b>89</b>:14  <b>monthly</b> <sup>[1]</sup> <b>33</b>:25  <b>months</b> <sup>[7]</sup> <b>7</b>:18 <b>11</b>:1 <b>17</b>:  23 <b>29</b>:5 <b>34</b>:22 <b>66</b>:21 <b>69</b>:22  <b>more</b> <sup>[17]</sup> <b>7</b>:15,16 <b>12</b>:24 <b>13</b>:  1 <b>18</b>:19 <b>37</b>:21 <b>59</b>:7 <b>64</b>:3 <b>70</b>:  23 <b>72</b>:9 <b>85</b>:6 <b>89</b>:19 <b>94</b>:19  <b>117</b>:1 <b>123</b>:17 <b>125</b>:8 <b>128</b>:19  <b>morning</b> <sup>[13]</sup> <b>3</b>:4,5,6,7,8  <b>43</b>:21,22 <b>74</b>:7 <b>86</b>:9 <b>87</b>:4,20  <b>93</b>:17 <b>97</b>:11  <b>most</b> <sup>[3]</sup> <b>11</b>:25 <b>114</b>:5,5  <b>mother</b> <sup>[1]</sup> <b>72</b>:24  <b>motion</b> <sup>[4]</sup> <b>128</b>:23 <b>129</b>:11,  19,23  <b>mountain's</b> <sup>[1]</sup> <b>38</b>:24  <b>mouth</b> <sup>[1]</sup> <b>94</b>:9  <b>move</b> <sup>[9]</sup> <b>23</b>:19 <b>28</b>:8,22,25  <b>69</b>:11 <b>88</b>:5 <b>104</b>:19 <b>105</b>:5  <b>120</b>:19  <b>moved</b> <sup>[2]</sup> <b>29</b>:8 <b>122</b>:4  <b>moving</b> <sup>[2]</sup> <b>121</b>:13 <b>127</b>:5  <b>ms</b> <sup>[93]</sup> <b>3</b>:6,18 <b>36</b>:9,11 <b>43</b>:9  <b>44</b>:5 <b>45</b>:11 <b>46</b>:3 <b>47</b>:3,6 <b>49</b>:  2 <b>52</b>:2,11 <b>53</b>:20,23 <b>61</b>:8,11  <b>62</b>:23 <b>65</b>:15,18 <b>66</b>:2,5,9 <b>67</b>:  4 <b>71</b>:3,8,13 <b>74</b>:7 <b>77</b>:22 <b>80</b>:  12,19 <b>87</b>:13,15 <b>91</b>:5,5,13  <b>93</b>:7 <b>94</b>:24 <b>95</b>:1,6 <b>96</b>:5 <b>97</b>:  1 <b>99</b>:9,11,18 <b>101</b>:17 <b>102</b>:17</p>
---	---	---	---

# WOLFRAM V. PARDEE

<p>103:22,25 104:4,19 105:7,8, 14,16 108:10,15 109:2,12, 23 111:15,24 112:3,9 117: 11,16,22 118:1,22 120:1,16 121:10 122:5,8,13 123:4 124:1,4 126:6,12,16 129:8, 15,19 130:5,12,16,22 131:2, 6,11,14,25</p> <p><b>much</b> <sup>[15]</sup> 12:24,25,25 15: 5 17:22 24:22 37:15,16 38: 2 52:19 60:24 71:24 74:12 97:5 109:19</p> <p><b>multifamily</b> <sup>[33]</sup> 42:14 47: 14,21,24 48:2,7,13,19 50:9, 15 54:11,13,16,18 56:3,8, 11,15,17,25 64:18 66:17 67: 20,25 68:12,14,15,25 80:10, 14 81:14 95:13,16</p> <p><b>multi-family</b> <sup>[1]</sup> 78:18</p> <p><b>municipal</b> <sup>[3]</sup> 19:5 33:8 81:22</p> <p><b>murray</b> <sup>[1]</sup> 132:9</p> <p><b>must</b> <sup>[1]</sup> 102:15</p> <p><b>my</b> <sup>[52]</sup> 11:25 12:10 13:9,17, 23 14:16,21 15:2 16:19 21: 6,6,18,23 23:11,15 26:23 29:6 31:2,5,13 36:12 39:8 48:12 49:20,23 52:14 53:2 55:19 61:9,20 67:11 68:22 71:16 77:9,21 78:4,17 80:6, 25 82:5 84:7 87:5 93:8 94: 20 102:11 114:1 117:3 118: 16 119:13 124:20 130:20 131:13</p> <p><b>myself</b> <sup>[3]</sup> 98:3 116:4 118: 16</p> <hr/> <p style="text-align: center;"><b>N</b></p> <hr/> <p><b>name</b> <sup>[2]</sup> 91:7 98:9</p> <p><b>named</b> <sup>[2]</sup> 13:24 14:17</p> <p><b>names</b> <sup>[1]</sup> 15:25</p> <p><b>national</b> <sup>[1]</sup> 101:7</p> <p><b>nature</b> <sup>[2]</sup> 115:21 116:3</p> <p><b>near</b> <sup>[2]</sup> 88:22,23</p> <p><b>necessarily</b> <sup>[2]</sup> 58:22 101: 12</p> <p><b>need</b> <sup>[18]</sup> 5:19 6:22 20:23</p>	<p>21:17 36:12 45:22 46:8 52: 20 65:18 73:15 102:8 108: 7 113:1 120:10 124:15 125: 23 128:16,22</p> <p><b>needed</b> <sup>[5]</sup> 20:6,7,11 83:1 106:2</p> <p><b>needing</b> <sup>[1]</sup> 21:2</p> <p><b>needs</b> <sup>[1]</sup> 120:11</p> <p><b>negotiate</b> <sup>[1]</sup> 59:5</p> <p><b>negotiated</b> <sup>[2]</sup> 24:9,16</p> <p><b>negotiation</b> <sup>[2]</sup> 22:14 24: 6</p> <p><b>negotiations</b> <sup>[5]</sup> 20:24 43: 2,5 65:2,12</p> <p><b>neither</b> <sup>[1]</sup> 52:18</p> <p><b>net</b> <sup>[1]</sup> 57:20</p> <p><b>nevada</b> <sup>[9]</sup> 3:1 11:25 12:5 23:5 39:12 44:2 45:4 67:14 104:8</p> <p><b>never</b> <sup>[23]</sup> 5:18 7:13,14 9: 18 15:9,10 38:15,19 39:12 72:6 73:5,6,23 86:2 87:1,1 88:20 89:2,4,7 93:20 96:2 131:16</p> <p><b>new</b> <sup>[4]</sup> 42:7 122:10 128:12 129:1</p> <p><b>next</b> <sup>[6]</sup> 58:19 68:22 83:24 86:6 93:1 125:13</p> <p><b>nicely</b> <sup>[1]</sup> 12:22</p> <p><b>nicklaus</b> <sup>[2]</sup> 29:25 30:3</p> <p><b>night</b> <sup>[1]</sup> 11:1</p> <p><b>no</b> <sup>[85]</sup> 3:14 4:16,20 14:1,8 15:19,21 19:4 20:15 21:1,5 25:9 26:8,8,13 27:9 32:12 34:2 35:6 37:10 41:21 43:8 44:6 47:3,9 48:6 49:6 52:9 56:17 58:6,11,11,12,13,15 60:8,21 62:13,15,21 64:16 65:12 71:21 72:5,24 73:4, 15,23,24 74:3 75:14 78:20 81:4,16 84:2,22 87:14,18 88:20 96:1,1,2,18,21 97:1 103:17 108:22 111:12 112: 9 114:14 118:4,19 120:1,6 121:14,23 123:20,22,24 124:8,18 125:1 127:19 128: 22 131:11</p>	<p><b>none</b> <sup>[1]</sup> 74:4</p> <p><b>nor</b> <sup>[1]</sup> 32:13</p> <p><b>north</b> <sup>[1]</sup> 47:8</p> <p><b>northern</b> <sup>[1]</sup> 67:14</p> <p><b>notes</b> <sup>[1]</sup> 75:19</p> <p><b>nothing</b> <sup>[12]</sup> 24:2 26:9 27: 10 49:11 58:12 94:22 98:6 114:23,25 122:9 124:4,10</p> <p><b>notice</b> <sup>[9]</sup> 121:5,12,15,21, 23 125:14,17,24 126:22</p> <p><b>november</b> <sup>[3]</sup> 75:24 102: 24 106:13</p> <p><b>now</b> <sup>[49]</sup> 9:7 18:24 20:5 23: 19 25:19 27:15 29:7 31:11 32:2,16 33:21 34:23 37:6, 23 38:16 39:15 43:1 44:3 49:3 51:7 53:15 56:23 58: 19 61:8,12 62:20 64:13 65: 18 68:12 69:15,21 74:16 75:12 76:12 80:12 81:10 82:18 87:3 93:16 94:14 95: 15 100:14 101:22 109:3 111:7 119:10 120:7 124:10 127:14</p> <p><b>number</b> <sup>[21]</sup> 7:14 8:18 14: 16 22:19 26:16,22 27:19 28:16 31:19 33:15 42:23 46:10,16 53:1 66:21 67:17 77:2 81:16 117:21 120:19 121:10</p> <p><b>numbered</b> <sup>[1]</sup> 78:14</p> <p><b>numbers</b> <sup>[5]</sup> 6:2,10 7:6 106:11 109:20</p> <hr/> <p style="text-align: center;"><b>O</b></p> <hr/> <p><b>o</b> <sup>[2]</sup> 63:10 105:3</p> <p><b>oath</b> <sup>[1]</sup> 3:15</p> <p><b>object</b> <sup>[4]</sup> 45:15 52:8 66:6 95:19</p> <p><b>objecting</b> <sup>[1]</sup> 66:7</p> <p><b>objection</b> <sup>[8]</sup> 45:17 52:4, 17 65:19 95:23 104:20 105: 7,8</p> <p><b>objections</b> <sup>[1]</sup> 98:2</p> <p><b>obligation</b> <sup>[3]</sup> 8:10,22 85: 22</p> <p><b>obligations</b> <sup>[5]</sup> 24:14,15</p>	<p>34:25 40:8 57:21</p> <p><b>observed</b> <sup>[1]</sup> 111:3</p> <p><b>obstacle</b> <sup>[1]</sup> 21:16</p> <p><b>obstreperous</b> <sup>[1]</sup> 70:18</p> <p><b>obtain</b> <sup>[1]</sup> 107:10</p> <p><b>obvious</b> <sup>[1]</sup> 10:3</p> <p><b>obviously</b> <sup>[3]</sup> 14:5 103:7 104:25</p> <p><b>occasion</b> <sup>[1]</sup> 71:19</p> <p><b>occasioned</b> <sup>[1]</sup> 72:12</p> <p><b>occupation</b> <sup>[1]</sup> 98:21</p> <p><b>occur</b> <sup>[1]</sup> 69:22</p> <p><b>o'clock</b> <sup>[1]</sup> 130:9</p> <p><b>odds</b> <sup>[2]</sup> 71:1 79:16</p> <p><b>off</b> <sup>[7]</sup> 3:19 14:11 28:8 29:8 70:20 79:16 131:15</p> <p><b>offer</b> <sup>[2]</sup> 18:19 126:7</p> <p><b>offered</b> <sup>[1]</sup> 42:24</p> <p><b>office</b> <sup>[16]</sup> 6:5,6 11:25 12:4 13:25 15:2,16 16:17,19,21, 24,25 17:6,19 19:19 88:4</p> <p><b>officer</b> <sup>[1]</sup> 96:24</p> <p><b>offices</b> <sup>[1]</sup> 69:17</p> <p><b>often</b> <sup>[1]</sup> 116:17</p> <p><b>oh</b> <sup>[9]</sup> 10:6 13:16 16:13 28: 6 31:21 43:4 51:1 62:23 84: 21</p> <p><b>once</b> <sup>[9]</sup> 21:14 35:14,15,17 52:17 78:11 96:23 112:5 132:2</p> <p><b>one</b> <sup>[57]</sup> 5:6 6:8 7:10 8:6 9: 21 10:1 11:5 12:1 14:16,22 16:7,15 21:22 22:12 26:11 28:17,19 31:12 34:14 36: 12 38:11 46:22 47:19,22 48:16 50:13,19 51:4,25 54: 17 60:16,18 65:24 67:6 68: 13,17 73:24 74:1,6 77:14 79:1 81:23 84:13 89:17 93: 3 94:21 95:20 103:21 106: 7,10 121:5,8,9,10 122:21 123:20,22</p> <p><b>ones</b> <sup>[3]</sup> 29:15 107:7 116:9</p> <p><b>ongoing</b> <sup>[1]</sup> 9:7</p> <p><b>only</b> <sup>[12]</sup> 11:4 13:11 21:15 25:3 27:11 35:16 56:10,14 68:17 82:5 107:1 113:14</p>
---	--	--	---

# WOLFRAM V. PARDEE

<p><b>onto</b> <sup>[1]</sup> 28:4</p> <p><b>open</b> <sup>[2]</sup> 34:14 46:4</p> <p><b>opening</b> <sup>[1]</sup> 45:20</p> <p><b>operate</b> <sup>[1]</sup> 79:20</p> <p><b>operation</b> <sup>[1]</sup> 12:25</p> <p><b>operations</b> <sup>[1]</sup> 12:5</p> <p><b>opportunities</b> <sup>[5]</sup> 13:21 16:12 18:15 72:3,6</p> <p><b>opportunity</b> <sup>[5]</sup> 17:21 18:12,20 22:10 32:8</p> <p><b>opposed</b> <sup>[2]</sup> 94:16 100:25</p> <p><b>opposing</b> <sup>[4]</sup> 45:8 69:5,24 111:5</p> <p><b>opposite</b> <sup>[1]</sup> 92:2</p> <p><b>option</b> <sup>[66]</sup> 8:5 9:1,3,5,14, 15 24:20 25:2,24 26:20 27:6 32:7,14 36:24 37:11 39:12,17,18,22,23 40:4,5,6,10, 12,14,17,20,25 41:14 42:10, 16 48:18 53:4 58:3,20,21 59:9,14 60:4,6,20 61:4,16, 19 62:11 63:8,10,20,22 64:4 65:5,7,22 67:2,6 68:6,9 75:16 76:9 78:13 79:3 84:18 86:14 93:18 94:6</p> <p><b>options</b> <sup>[4]</sup> 9:23 37:8,21 63:24</p> <p><b>orange</b> <sup>[2]</sup> 56:24 68:14</p> <p><b>order</b> <sup>[6]</sup> 26:13 80:5 86:22 111:16 114:1 118:25</p> <p><b>ordinances</b> <sup>[1]</sup> 126:1</p> <p><b>orient</b> <sup>[1]</sup> 104:24</p> <p><b>original</b> <sup>[16]</sup> 8:10 15:15 16:10 54:5 55:22 59:14 60:15, 18 62:1,5,11 63:7,21 64:14 65:7 103:15</p> <p><b>originally</b> <sup>[3]</sup> 67:22,24 95:9</p> <p><b>originals</b> <sup>[1]</sup> 120:15</p> <p><b>other</b> <sup>[54]</sup> 5:20 6:23 17:12 23:20 28:14,15,23 29:15 31:4 33:3 34:16 36:13,21 37:16 40:11,18 42:18,23 44:22 47:20 48:10 49:1 50:14 51:6 56:1,24,25 57:23 58:2 65:13 66:15 68:22,24 72:22 76:2,15 77:15,25 81:</p>	<p>13,22 85:7,8 87:7 88:22 96:22 100:13,15 104:11 112:20,20 113:1 116:18 119:20 131:17</p> <p><b>others</b> <sup>[3]</sup> 29:13,14 117:1</p> <p><b>otherwise</b> <sup>[1]</sup> 35:14</p> <p><b>our</b> <sup>[49]</sup> 4:6 5:6 7:11 9:22, 24,24 11:3 12:1,3,21 14:11 16:6,7,21,24,25 20:8 23:20 26:14 27:2 28:14 29:17 33:25 34:9,18,18 35:20 38:9 42:9 48:10 64:3 67:15 73:6 75:11 79:9 85:8,22 97:11 102:23 104:25 105:8 106:2, 2 120:7,18 122:2 127:5 129:22 130:7</p> <p><b>ourselves</b> <sup>[5]</sup> 5:12 8:6 24:18 41:8 50:2</p> <p><b>out</b> <sup>[52]</sup> 4:10,14,17 13:9,9 14:2,8,21 16:17,24 19:19, 25 20:6 21:4,16,21 23:8 28:24 29:14 30:21,22 31:2,3 33:11 38:1 39:6 41:19 51:4 53:22 54:1 55:1 59:24,25 60:1 73:6 79:13 84:11,13 85:3,6,13,16 88:13 93:3,4 94:3 95:2 97:13 117:10 130:8,17 131:23</p> <p><b>outside</b> <sup>[3]</sup> 18:15,18 57:18</p> <p><b>over</b> <sup>[21]</sup> 11:2 12:21 13:18 16:21 23:22 26:23,24,25 28:14 35:18 37:5,19 51:18 54:12 57:7 61:11 63:19 72:18 76:6 102:1 106:12</p> <p><b>overall</b> <sup>[2]</sup> 38:9,12</p> <p><b>overhead</b> <sup>[1]</sup> 53:18</p> <p><b>oversee</b> <sup>[1]</sup> 12:1</p> <p><b>overstating</b> <sup>[1]</sup> 115:2</p> <p><b>owed</b> <sup>[1]</sup> 35:4</p> <p><b>own</b> <sup>[24]</sup> 9:7 21:18 31:7 35:21,22 46:23 48:11 49:20 76:16 79:2,14,22 80:9 81:22 83:7,8,8 85:10,17 87:21, 24 88:6,8 92:9</p> <p><b>owned</b> <sup>[14]</sup> 16:17 44:2,17 45:5 46:20 67:14 75:13,20 76:1 79:12 81:4,13 82:15</p>	<p>87:12</p> <p><b>owner</b> <sup>[2]</sup> 7:3 13:11</p> <p><b>ownership</b> <sup>[15]</sup> 5:1,4,22 6:18,24 26:14 34:18 75:11 77:10 78:18 82:22 84:11, 14 92:20,20</p> <p><b>owns</b> <sup>[2]</sup> 82:21 83:11</p> <hr/> <p style="text-align: center;"><b>P</b></p> <hr/> <p><b>p</b> <sup>[1]</sup> 63:10</p> <p><b>page</b> <sup>[8]</sup> 26:7 55:20 109:21 110:2 113:5 117:18 121:1 129:10</p> <p><b>pages</b> <sup>[3]</sup> 111:23,25,25</p> <p><b>paid</b> <sup>[6]</sup> 7:15 23:5 27:1 79:13 95:18 96:3</p> <p><b>palos</b> <sup>[1]</sup> 73:13</p> <p><b>papers</b> <sup>[1]</sup> 13:9</p> <p><b>paragraph</b> <sup>[4]</sup> 39:18,23 63:7,20</p> <p><b>parcel</b> <sup>[69]</sup> 4:19,21,23 5:2, 8,11,13,14,15,16,21,25 6:10,11,17 7:4,6,19 8:4,10,13, 18 10:19 26:4,8,23,24,25 27:9,18,23 30:13,15,19,21, 24 31:2 32:19,23 33:19 46:23,23 47:9,22 48:21 51:6 56:1 76:17,25 77:13,16 80:9,15,15,18 81:2,4,8,9 83:1 87:4,19,25 88:17 92:14,17, 22 93:5 95:11</p> <p><b>parcels</b> <sup>[13]</sup> 5:14 26:13,13, 21 32:18 33:3 55:22 56:24, 25 77:7,15 81:13 82:23</p> <p><b>pardee</b> <sup>[86]</sup> 6:24 8:22,24 11:7,9,10,18 12:17,19 13:7, 21 15:22 16:12 17:21 18:6, 10 20:6,24 21:7 22:1 24:6, 14,16,21 25:14 27:5 30:9 31:16 32:10 33:22 34:6 36:2 37:6 38:1 39:11,12,17,22 41:6,24 43:1,7 44:1,1 45:4, 4 57:14 58:5,20 63:4,16 64:17,18 65:2 66:14 68:4 72:3 73:21 74:9,13 75:13,20 76:1,14 80:9 81:13 82:15,21 83:11 84:11,13,19 85:21,22</p>	<p>87:12 88:17 89:20,24 91:21,24 92:2 94:17 95:8 96:8 104:8 116:24</p> <p><b>pardee's</b> <sup>[4]</sup> 12:5,19 72:22 82:22</p> <p><b>park</b> <sup>[1]</sup> 84:12</p> <p><b>parkway</b> <sup>[5]</sup> 47:12 50:18 54:5,8 123:10</p> <p><b>part</b> <sup>[37]</sup> 6:14 7:9 19:25 21:6,20 23:7,18 24:5 33:12,21 41:20 48:3,3 54:5 57:24 59:10 63:14 72:21 73:8 79:1 83:12,13,15 84:8 85:11,18, 20 88:18 103:15,19 107:4, 11 108:18 112:23 115:24 118:17 127:8</p> <p><b>participant</b> <sup>[1]</sup> 107:16</p> <p><b>participate</b> <sup>[3]</sup> 20:6,23 42:7</p> <p><b>participation</b> <sup>[1]</sup> 107:20</p> <p><b>particular</b> <sup>[11]</sup> 22:11 23:3 25:6 30:3 40:13,19 64:10 70:19 110:25 123:8,9</p> <p><b>particularly</b> <sup>[2]</sup> 25:23 90:11</p> <p><b>particulars</b> <sup>[1]</sup> 85:25</p> <p><b>parties</b> <sup>[5]</sup> 20:12 40:19 86:8 91:18,20</p> <p><b>partners</b> <sup>[1]</sup> 20:2</p> <p><b>partnership</b> <sup>[3]</sup> 94:15,18, 19</p> <p><b>partnerships</b> <sup>[1]</sup> 94:21</p> <p><b>party</b> <sup>[3]</sup> 34:19,24 131:19</p> <p><b>pass</b> <sup>[2]</sup> 43:10,12</p> <p><b>passed</b> <sup>[1]</sup> 75:4</p> <p><b>past</b> <sup>[1]</sup> 131:9</p> <p><b>pat</b> <sup>[1]</sup> 98:1</p> <p><b>patent</b> <sup>[1]</sup> 26:4</p> <p><b>pathetic</b> <sup>[1]</sup> 73:5</p> <p><b>pay</b> <sup>[6]</sup> 26:15 32:10 34:20, 21 35:3 61:1</p> <p><b>paying</b> <sup>[3]</sup> 7:17 8:2 61:2</p> <p><b>payment</b> <sup>[6]</sup> 7:25 26:23 30:22 34:1 35:17,17</p> <p><b>payments</b> <sup>[12]</sup> 7:13,22,24 8:23 9:9 31:4 33:22,24 34:6,7,18 39:20</p>
--	--	---	---

# WOLFRAM V. PARDEE

<p><b>pays</b> <sup>[1]</sup> 96:24</p> <p><b>pen</b> <sup>[1]</sup> 97:8</p> <p><b>pending</b> <sup>[1]</sup> 62:22</p> <p><b>people</b> <sup>[5]</sup> 11:25 20:12 32:2 71:23 125:6</p> <p><b>percent</b> <sup>[6]</sup> 106:4,6 112:15 115:5 116:7,25</p> <p><b>perfect</b> <sup>[1]</sup> 51:22</p> <p><b>perfected</b> <sup>[1]</sup> 27:20</p> <p><b>perhaps</b> <sup>[2]</sup> 72:20 88:22</p> <p><b>period</b> <sup>[7]</sup> 64:23 65:17 69:22 100:25 106:12 113:21 118:5</p> <p><b>permitted</b> <sup>[2]</sup> 20:15 90:25</p> <p><b>personally</b> <sup>[1]</sup> 103:7</p> <p><b>perspective</b> <sup>[4]</sup> 13:19 37:13 49:24 126:7</p> <p><b>persuaded</b> <sup>[1]</sup> 42:12</p> <p><b>pertaining</b> <sup>[1]</sup> 104:11</p> <p><b>pertains</b> <sup>[2]</sup> 101:14 105:20</p> <p><b>phone</b> <sup>[3]</sup> 15:22 17:25 21:18</p> <p><b>physical</b> <sup>[1]</sup> 115:20</p> <p><b>pick</b> <sup>[2]</sup> 38:13 39:5</p> <p><b>piece</b> <sup>[6]</sup> 15:9 26:9 28:24 72:25 81:19 104:21</p> <p><b>pieces</b> <sup>[1]</sup> 12:20</p> <p><b>pink</b> <sup>[5]</sup> 102:1,2 106:18 107:6 112:23</p> <p><b>pinpointed</b> <sup>[1]</sup> 106:25</p> <p><b>place</b> <sup>[5]</sup> 18:13 52:3 65:18 70:4,18</p> <p><b>plaintiff</b> <sup>[1]</sup> 117:23</p> <p><b>plaintiffs</b> <sup>[6]</sup> 95:17 96:17 116:22 118:3 120:19 129:13</p> <p><b>plaintiffs'</b> <sup>[3]</sup> 36:6 103:20 109:11</p> <p><b>plan</b> <sup>[7]</sup> 38:20 48:1 67:16 123:21,23,24 125:2</p> <p><b>planned</b> <sup>[1]</sup> 48:8</p> <p><b>planning</b> <sup>[10]</sup> 14:20 29:2 48:9,15 56:3,9 66:22 68:18 121:7 122:24</p> <p><b>plans</b> <sup>[5]</sup> 10:15 38:22,24 39:1 68:23</p> <p><b>plant</b> <sup>[4]</sup> 81:20 83:12,20 85:9</p>	<p><b>playing</b> <sup>[1]</sup> 56:16</p> <p><b>pleading</b> <sup>[1]</sup> 128:2</p> <p><b>pleadings</b> <sup>[1]</sup> 127:5</p> <p><b>please</b> <sup>[22]</sup> 3:11 4:22 9:4 11:23 17:3 42:4 49:1 50:23 69:7 74:16 76:19,20 82:1 83:6 92:14 95:4 98:8 101:16 109:25 110:17 117:20,21</p> <p><b>point</b> <sup>[23]</sup> 9:21 11:11 17:14 18:11 19:10 28:15 35:2 44:5 46:2 47:23 48:12 50:19 52:2,19 56:10 57:4 64:8 81:8 84:7,13 85:15 118:16 129:12</p> <p><b>pointe</b> <sup>[4]</sup> 44:3,4,7,9</p> <p><b>pointed</b> <sup>[2]</sup> 33:11 51:4</p> <p><b>pointing</b> <sup>[2]</sup> 55:1 80:13</p> <p><b>political</b> <sup>[1]</sup> 16:6</p> <p><b>pop</b> <sup>[1]</sup> 16:21</p> <p><b>popping</b> <sup>[1]</sup> 16:25</p> <p><b>portion</b> <sup>[6]</sup> 39:18 50:10 69:10 81:10 102:21 116:23</p> <p><b>portions</b> <sup>[1]</sup> 36:21</p> <p><b>posed</b> <sup>[1]</sup> 52:9</p> <p><b>position</b> <sup>[7]</sup> 11:22 21:6 39:11 66:14 122:2 124:19,20</p> <p><b>possibly</b> <sup>[1]</sup> 85:2</p> <p><b>potential</b> <sup>[1]</sup> 84:12</p> <p><b>power</b> <sup>[2]</sup> 28:1,13</p> <p><b>practice</b> <sup>[1]</sup> 99:19</p> <p><b>practicing</b> <sup>[1]</sup> 99:5</p> <p><b>precedent</b> <sup>[1]</sup> 79:12</p> <p><b>preclude</b> <sup>[1]</sup> 46:1</p> <p><b>preconceived</b> <sup>[1]</sup> 85:2</p> <p><b>predictions</b> <sup>[1]</sup> 131:8</p> <p><b>preface</b> <sup>[1]</sup> 13:13</p> <p><b>prefer</b> <sup>[1]</sup> 130:23</p> <p><b>prejudicial</b> <sup>[1]</sup> 125:8</p> <p><b>preliminary</b> <sup>[2]</sup> 18:6 61:18</p> <p><b>preparation</b> <sup>[4]</sup> 74:23 110:3,13 119:7</p> <p><b>prepare</b> <sup>[1]</sup> 130:7</p> <p><b>preparer</b> <sup>[1]</sup> 75:7</p> <p><b>presence</b> <sup>[1]</sup> 72:14</p>	<p><b>present</b> <sup>[2]</sup> 103:19 107:21</p> <p><b>presentation</b> <sup>[1]</sup> 91:24</p> <p><b>presented</b> <sup>[2]</sup> 4:17 127:6</p> <p><b>presently</b> <sup>[1]</sup> 44:24</p> <p><b>president</b> <sup>[3]</sup> 11:24 29:6 98:25</p> <p><b>pressure</b> <sup>[1]</sup> 4:3</p> <p><b>pretty</b> <sup>[1]</sup> 14:6</p> <p><b>preventing</b> <sup>[1]</sup> 9:10</p> <p><b>previous</b> <sup>[1]</sup> 95:7</p> <p><b>price</b> <sup>[11]</sup> 23:17,18,24 30:11 31:17 32:10 36:3 37:7 59:5,7 66:25</p> <p><b>primary</b> <sup>[1]</sup> 116:3</p> <p><b>principally</b> <sup>[2]</sup> 4:3 6:18</p> <p><b>prior</b> <sup>[1]</sup> 88:25</p> <p><b>private</b> <sup>[2]</sup> 50:2 80:6</p> <p><b>privy</b> <sup>[1]</sup> 22:13</p> <p><b>probably</b> <sup>[12]</sup> 14:23 17:13,22 23:4 38:6,15,19 46:14 69:12 82:9 100:12 118:5</p> <p><b>probative</b> <sup>[1]</sup> 125:9</p> <p><b>problem</b> <sup>[6]</sup> 52:24,25 111:12 114:14 121:23 131:11</p> <p><b>procedure</b> <sup>[1]</sup> 64:10</p> <p><b>proceedings</b> <sup>[1]</sup> 132:5</p> <p><b>process</b> <sup>[29]</sup> 5:15,15,21 6:15 7:17,20 10:22 11:13 19:22 23:7 27:6,9 30:8,19 31:9,25 32:17,22 33:17,21 34:13 50:21 63:7,25 70:21 88:2 92:14,17 106:2</p> <p><b>procuring</b> <sup>[1]</sup> 73:21</p> <p><b>product</b> <sup>[2]</sup> 42:22 56:17</p> <p><b>production</b> <sup>[10]</sup> 57:1,18 60:6 63:5,17 65:3 68:5,25 89:21 90:5</p> <p><b>productive</b> <sup>[2]</sup> 70:14,16</p> <p><b>products</b> <sup>[1]</sup> 42:24</p> <p><b>professional</b> <sup>[1]</sup> 98:24</p> <p><b>professionally</b> <sup>[1]</sup> 18:21</p> <p><b>proforma</b> <sup>[2]</sup> 23:14,16</p> <p><b>progressed</b> <sup>[1]</sup> 30:9</p> <p><b>project</b> <sup>[11]</sup> 12:14,18 13:8 18:11,22 19:24 25:22 26:1,2 35:25 38:1</p> <p><b>promise</b> <sup>[1]</sup> 130:25</p>	<p><b>proper</b> <sup>[1]</sup> 5:19</p> <p><b>property</b> <sup>[68]</sup> 8:5 15:9 26:9 28:9,14,23 29:7,10 30:11 31:17 32:10 36:2 37:7,22 39:17,22 40:14,20 42:8 46:25 47:14 48:3,5,6,8,17,19 53:4,8 54:19 57:19 58:4,5,20,21 60:5,6,19,20 61:7 63:5,10,17,20 65:2,14 66:4,15,16,24 67:11 68:5,12,24 72:17,20,25 75:20 79:9,13 80:4 82:15 89:21,24 92:18 95:11 123:16,19</p> <p><b>proposed</b> <sup>[1]</sup> 120:19</p> <p><b>prosecuting</b> <sup>[1]</sup> 102:25</p> <p><b>protect</b> <sup>[6]</sup> 8:6 79:9 86:22 124:22 125:25 126:20</p> <p><b>protecting</b> <sup>[1]</sup> 86:24</p> <p><b>provide</b> <sup>[3]</sup> 25:3 91:14 106:23</p> <p><b>provides</b> <sup>[1]</sup> 25:4</p> <p><b>proximity</b> <sup>[1]</sup> 118:20</p> <p><b>public</b> <sup>[3]</sup> 7:9 8:20 84:1</p> <p><b>publicly</b> <sup>[2]</sup> 44:9,25</p> <p><b>pull</b> <sup>[4]</sup> 36:9 53:23 95:3 117:16</p> <p><b>pulte</b> <sup>[1]</sup> 15:22</p> <p><b>purchase</b> <sup>[19]</sup> 30:10 31:17 32:9 34:15 36:2 37:7 40:4,5 44:21 54:18 58:19 59:15 61:6 63:10,16,20 64:5 72:3 78:7</p> <p><b>purchased</b> <sup>[19]</sup> 36:23 37:3,6 39:17,22 40:14,20 41:24 42:6,15 47:24 48:3,17 50:8 60:5 65:1,1 68:3,4</p> <p><b>purchases</b> <sup>[1]</sup> 43:1</p> <p><b>pure</b> <sup>[1]</sup> 15:11</p> <p><b>purple</b> <sup>[4]</sup> 106:18 108:20,22 112:23</p> <p><b>purpose</b> <sup>[9]</sup> 3:23 9:3,5 25:10 78:14 104:2 125:20 126:22 129:2</p> <p><b>purposes</b> <sup>[10]</sup> 6:7 55:1 77:18 81:23 104:5 105:1 107:9 120:7,18 126:20</p> <p><b>pursuant</b> <sup>[8]</sup> 39:17,22 40:</p>
---	--	--	---



# WOLFRAM V. PARDEE

<p>10 75:16 76:17 102:22 127:6 129:20</p> <p><b>put</b> <sup>[18]</sup> 5:21 12:21 15:21 29:1 32:21,25 33:25 40:7,25 42:3 49:13 53:17 60:25 76:20 94:9 106:14 120:8 124:11</p> <p><b>puts</b> <sup>[1]</sup> 6:11</p> <p><b>putting</b> <sup>[1]</sup> 48:8</p> <hr/> <p style="text-align: center;"><b>Q</b></p> <hr/> <p><b>qualifications</b> <sup>[2]</sup> 99:13 101:3</p> <p><b>qualified</b> <sup>[1]</sup> 99:19</p> <p><b>qualitative</b> <sup>[1]</sup> 117:3</p> <p><b>question</b> <sup>[31]</sup> 9:19 10:1 31:13,18 41:15 45:17 60:13 61:19 62:21 63:1,14 66:5,8 67:23 68:22 69:4 70:3 74:6,8 77:9 82:5 83:24 89:10 93:17 95:22,23 96:1,16 100:2 112:2 118:18</p> <p><b>questioned</b> <sup>[1]</sup> 39:16</p> <p><b>questions</b> <sup>[15]</sup> 3:21 15:13 36:13 43:23 44:11,12 45:7 52:9 61:12 77:25 87:3 97:1 112:9 120:1,4</p> <p><b>quick</b> <sup>[1]</sup> 36:7</p> <p><b>quickly</b> <sup>[2]</sup> 16:24 61:23</p> <p><b>quit</b> <sup>[1]</sup> 11:10</p> <p><b>quite</b> <sup>[1]</sup> 111:10</p> <hr/> <p style="text-align: center;"><b>R</b></p> <hr/> <p><b>r1</b> <sup>[1]</sup> 125:21</p> <p><b>r2</b> <sup>[2]</sup> 125:20,21</p> <p><b>rancho</b> <sup>[1]</sup> 73:13</p> <p><b>range</b> <sup>[1]</sup> 100:14</p> <p><b>rapid</b> <sup>[1]</sup> 38:20</p> <p><b>rate</b> <sup>[5]</sup> 99:14 100:3,6,19,21</p> <p><b>rates</b> <sup>[1]</sup> 101:14</p> <p><b>raw</b> <sup>[1]</sup> 58:16</p> <p><b>reaches</b> <sup>[1]</sup> 17:2</p> <p><b>reacquired</b> <sup>[1]</sup> 78:12</p> <p><b>read</b> <sup>[1]</sup> 44:20</p> <p><b>ready</b> <sup>[1]</sup> 97:12</p> <p><b>real</b> <sup>[5]</sup> 19:23 72:23 73:3 92:10 120:12</p> <p><b>realize</b> <sup>[1]</sup> 128:12</p>	<p><b>really</b> <sup>[17]</sup> 18:23 19:24 21:5 25:21 30:6 33:8,15 61:5,15,20,22,24 67:15 72:6 80:4 123:11 127:25</p> <p><b>reason</b> <sup>[4]</sup> 27:21 77:4 79:8,23</p> <p><b>reasonable</b> <sup>[5]</sup> 24:8 101:11 107:24 119:18,23</p> <p><b>reasonably</b> <sup>[7]</sup> 85:23 86:25 88:19 101:12 104:17 106:24 108:23</p> <p><b>reasons</b> <sup>[2]</sup> 19:1 119:20</p> <p><b>recall</b> <sup>[12]</sup> 19:16 40:11 42:2 56:12 58:6 59:17 61:14 70:7 72:16 89:8,8,16</p> <p><b>received</b> <sup>[4]</sup> 30:9 78:4 108:3 115:15</p> <p><b>receiving</b> <sup>[1]</sup> 7:25</p> <p><b>recently</b> <sup>[1]</sup> 26:19</p> <p><b>receptionist</b> <sup>[1]</sup> 13:24</p> <p><b>recess</b> <sup>[1]</sup> 97:16</p> <p><b>reclamation</b> <sup>[1]</sup> 85:12</p> <p><b>recollection</b> <sup>[10]</sup> 17:2 19:13 30:12 31:5 46:21 61:20 68:8 71:2,11 119:13</p> <p><b>reconciliation</b> <sup>[3]</sup> 25:3 31:15,24</p> <p><b>reconciliations</b> <sup>[1]</sup> 31:13</p> <p><b>record</b> <sup>[24]</sup> 4:25 7:9,19 8:7,20 9:6,23 52:20 53:15 55:18 69:8 77:18 87:22 88:9,13 92:18,20 96:23 98:8 105:2,13 124:22 125:25 126:20</p> <p><b>recorded</b> <sup>[18]</sup> 8:4,25 9:21 40:3,4 41:4,6,9 75:15,16 83:4,5,25 84:5 87:24 88:3,7,8</p> <p><b>recorder's</b> <sup>[2]</sup> 6:6 88:3</p> <p><b>recording</b> <sup>[1]</sup> 9:24</p> <p><b>records</b> <sup>[6]</sup> 54:15 82:22 87:21 103:4 106:25 115:16</p> <p><b>recovering</b> <sup>[1]</sup> 38:10</p> <p><b>recross-examination</b> <sup>[1]</sup> 95:5</p> <p><b>red</b> <sup>[5]</sup> 36:15,16 55:2 76:4 77:20</p>	<p><b>redacted</b> <sup>[2]</sup> 110:5,13</p> <p><b>redaction</b> <sup>[2]</sup> 110:19,22</p> <p><b>redactions</b> <sup>[5]</sup> 109:3 110:24 111:2,5 112:6</p> <p><b>redirect</b> <sup>[3]</sup> 43:16,19 52:13</p> <p><b>reduced</b> <sup>[1]</sup> 10:23</p> <p><b>reference</b> <sup>[7]</sup> 17:8 40:5 62:14 65:19 93:16 125:20,22</p> <p><b>referred</b> <sup>[2]</sup> 4:18 19:11</p> <p><b>referring</b> <sup>[3]</sup> 51:12,14 56:23</p> <p><b>refined</b> <sup>[1]</sup> 66:22</p> <p><b>regard</b> <sup>[2]</sup> 68:12 69:16</p> <p><b>regarding</b> <sup>[4]</sup> 106:23 110:21 125:4,7</p> <p><b>regrouping</b> <sup>[1]</sup> 130:6</p> <p><b>regular</b> <sup>[1]</sup> 9:23</p> <p><b>reimbursement</b> <sup>[1]</sup> 118:10</p> <p><b>rejected</b> <sup>[1]</sup> 8:15</p> <p><b>relate</b> <sup>[1]</sup> 127:17</p> <p><b>related</b> <sup>[7]</sup> 85:23 112:15,20 113:10 122:14,15 128:13</p> <p><b>relates</b> <sup>[1]</sup> 23:11</p> <p><b>relationship</b> <sup>[4]</sup> 21:12,13 80:1 106:1</p> <p><b>relationships</b> <sup>[1]</sup> 92:11</p> <p><b>relative</b> <sup>[1]</sup> 118:20</p> <p><b>relatively</b> <sup>[1]</sup> 12:19</p> <p><b>release</b> <sup>[1]</sup> 34:20</p> <p><b>relevance</b> <sup>[3]</sup> 44:6 49:3 105:9</p> <p><b>relevant</b> <sup>[3]</sup> 99:11 122:17 125:3</p> <p><b>relied</b> <sup>[1]</sup> 33:13</p> <p><b>relief</b> <sup>[5]</sup> 104:7,12,13,14,15</p> <p><b>relocated</b> <sup>[1]</sup> 29:8</p> <p><b>relocating</b> <sup>[1]</sup> 28:17</p> <p><b>rely</b> <sup>[1]</sup> 21:12</p> <p><b>remap</b> <sup>[2]</sup> 26:24 69:12</p> <p><b>remember</b> <sup>[9]</sup> 14:6 18:2 30:18,23 44:13 56:21 59:21 70:5 91:2</p> <p><b>remind</b> <sup>[1]</sup> 3:14</p> <p><b>rental</b> <sup>[1]</sup> 14:8</p> <p><b>repeat</b> <sup>[1]</sup> 60:13</p>	<p><b>replaced</b> <sup>[1]</sup> 62:6</p> <p><b>report</b> <sup>[4]</sup> 12:1,3 26:3,7</p> <p><b>reporter</b> <sup>[1]</sup> 53:16</p> <p><b>representation</b> <sup>[1]</sup> 119:21</p> <p><b>representatives</b> <sup>[3]</sup> 20:24,25 43:3</p> <p><b>request</b> <sup>[1]</sup> 88:18</p> <p><b>requesting</b> <sup>[1]</sup> 88:17</p> <p><b>requests</b> <sup>[2]</sup> 45:14 90:24</p> <p><b>require</b> <sup>[1]</sup> 33:1</p> <p><b>required</b> <sup>[4]</sup> 9:16 29:9 79:19 85:8</p> <p><b>requirement</b> <sup>[3]</sup> 35:10,11 40:13</p> <p><b>requirements</b> <sup>[2]</sup> 5:20 80:7</p> <p><b>requires</b> <sup>[1]</sup> 5:17</p> <p><b>res</b> <sup>[2]</sup> 56:25 114:19</p> <p><b>research</b> <sup>[2]</sup> 17:20 110:19</p> <p><b>reserved</b> <sup>[1]</sup> 122:1</p> <p><b>residence</b> <sup>[1]</sup> 90:5</p> <p><b>residential</b> <sup>[18]</sup> 5:7 42:17 57:6 59:7 63:5,13,17 65:3 66:24 68:5 69:1,1 73:21 85:4 89:21 94:2 96:19,19</p> <p><b>resort</b> <sup>[2]</sup> 79:14,15</p> <p><b>respectfully</b> <sup>[1]</sup> 62:19</p> <p><b>response</b> <sup>[5]</sup> 69:4 74:6,7 87:3 93:16</p> <p><b>responsibilities</b> <sup>[1]</sup> 11:23</p> <p><b>responsible</b> <sup>[1]</sup> 12:5</p> <p><b>rest</b> <sup>[3]</sup> 123:18 129:13,21</p> <p><b>restated</b> <sup>[35]</sup> 25:2 32:7,12,14 36:24 42:9,16 48:18 54:6 59:9,10 61:16,24,25 62:1,18 63:9,21 64:4,15 65:5,21 67:6 68:6 79:3 83:19 84:18 85:3 86:3,7,14 89:18 90:7 93:18 94:6</p> <p><b>restrict</b> <sup>[1]</sup> 17:1</p> <p><b>rests</b> <sup>[1]</sup> 129:22</p> <p><b>result</b> <sup>[3]</sup> 18:5 35:24 115:15</p> <p><b>resumed</b> <sup>[1]</sup> 3:17</p> <p><b>retained</b> <sup>[4]</sup> 42:18,22,24</p>
--	--	---	---

# WOLFRAM V. PARDEE

<p>66:16  <b>retaining</b> [2] 64:22 65:13  <b>return</b> [1] 26:17  <b>review</b> [5] 114:10,19,22  115:19,20  <b>reviewed</b> [1] 103:7  <b>revise</b> [2] 66:10,11  <b>right-hand</b> [1] 83:8  <b>rights</b> [53] 5:23 8:3,8 9:7,  11 26:17,20 31:7 37:11 41:  11,24 42:6,13,14,18,20,21,  22 47:24 48:7,7 49:13,15  50:1,2,9 57:19 58:25 59:2  64:18,19 65:13 67:13 73:  22 78:21,25 79:2 80:4,6,8  85:7 86:25 87:24 88:2,7,9,  11 89:17,23 94:5,6 95:13,  16  <b>rizzi</b> [4] 13:5,10 17:11,13  <b>road</b> [4] 16:21 28:2,4 59:25  <b>roadway</b> [1] 33:1  <b>rob</b> [3] 14:18,20,21  <b>room</b> [3] 14:11,12 20:12  <b>roughly</b> [8] 37:2 47:16 48:  24 49:1 63:18 69:17 88:23  102:24  <b>routine</b> [2] 27:3 35:19  <b>routinely</b> [1] 34:1  <b>ru</b> [1] 125:21  <b>rule</b> [4] 101:5 124:10 127:7  129:20  <b>ruled</b> [1] 122:8  <b>ruling</b> [1] 122:2</p> <hr/> <p style="text-align: center;"><b>S</b></p> <hr/> <p><b>safe</b> [1] 38:19  <b>safety</b> [1] 57:20  <b>said</b> [41] 13:24 14:1,1,8,9,  25 15:19,25 16:3 19:24 20:  15 21:25 24:1 26:2 28:3,5,  6,21,25 30:20,24 31:1 35:7  44:16 49:14 61:19 64:2 66:  19 67:11 69:17 73:16,16  78:10 79:18 82:25 89:2,4  102:15 122:13,15 130:20  <b>sale</b> [1] 44:21  <b>same</b> [11] 24:11 33:22 34:</p>	<p>14 52:20 60:4 69:13 79:23  86:24 117:17 129:10,23  <b>sandy</b> [4] 72:20 73:11,15  90:21  <b>sat</b> [2] 14:7,13  <b>saw</b> [4] 22:15 47:19 50:13  57:13  <b>say</b> [33] 12:22 24:10,12 34:  10 35:3 38:19 39:2,6 48:22  49:12 50:1 70:2,15 71:22  75:19 80:3,10 84:7 89:7 93:  21 95:17 96:17 97:23 111:  21,22 113:4 114:25 115:24  116:13,18 129:9 130:6,19  <b>saying</b> [14] 53:2 60:15 61:  3 70:16 76:13 77:23 82:21  94:10 99:14 112:15,19 113:  8 114:7 131:20  <b>says</b> [4] 30:5 110:2 123:23  125:2  <b>scenario</b> [2] 38:15 127:23  <b>schedule</b> [2] 93:25 130:10  <b>school</b> [2] 14:18,19  <b>scope</b> [8] 45:12 52:6,13 53:  1 61:9 93:7 98:2 119:21  <b>screen</b> [1] 76:21  <b>screwing</b> [1] 12:6  <b>search</b> [2] 39:25 40:2  <b>seat</b> [1] 3:11  <b>second</b> [11] 43:10 51:6,24  55:7 56:6 60:12 104:14  113:10 114:13,23 116:12  <b>secretary</b> [1] 99:1  <b>section</b> [2] 47:19 55:7  <b>securing</b> [1] 27:3  <b>security</b> [4] 26:18,24 79:7  88:8  <b>see</b> [27] 15:21 17:1 20:22  21:19 24:20 28:1 36:15 37:  24 38:19 41:9 44:6 53:3 55:  24 59:4 74:20 76:4 82:8,22  103:14 106:17 108:11 109:  7,11 111:7 116:25 123:6  127:17  <b>seeking</b> [3] 104:8 107:12  118:17  <b>seem</b> [2] 90:19 131:22</p>	<p><b>seen</b> [3] 82:6 92:24 100:13  <b>seer</b> [1] 116:15  <b>segment</b> [1] 42:7  <b>sell</b> [15] 12:22,22 15:5 16:5  38:15,22 39:2 42:19,20,20,  21,25 64:21 67:11 72:24  <b>seller</b> [4] 21:12 34:20 37:  11 94:16  <b>seller's</b> [2] 3:25 47:8  <b>selling</b> [4] 9:11 18:17 38:9,  11  <b>send</b> [1] 103:10  <b>sending</b> [1] 75:5  <b>senior</b> [2] 11:24 13:3  <b>sense</b> [3] 32:24 39:7 121:  17  <b>sensitive</b> [2] 46:3 131:7  <b>sent</b> [6] 74:19 78:17 82:4  103:11,16 111:10  <b>sentence</b> [1] 111:3  <b>sentences</b> [1] 92:13  <b>separate</b> [7] 42:10,15 49:  17 57:22 58:3 59:5,6  <b>sequential</b> [1] 111:19  <b>seriously</b> [1] 115:12  <b>serve</b> [2] 10:16,17  <b>service</b> [3] 10:14,17 100:  23  <b>services</b> [1] 19:5  <b>set</b> [5] 45:13 70:7 101:13  106:17 120:14  <b>setting</b> [1] 101:11  <b>seven</b> [2] 53:10 111:25  <b>seventh</b> [1] 76:6  <b>several</b> [5] 17:24 36:25,25  38:22 79:5  <b>sewer</b> [1] 19:6  <b>share</b> [3] 21:24 24:23 73:9  <b>sharp</b> [3] 20:9,10,10  <b>she</b> [7] 14:1 91:9,10,10 102:  15 120:13,14  <b>sheer</b> [1] 94:16  <b>ship</b> [1] 28:4  <b>short</b> [2] 131:22 132:1  <b>shorter</b> [2] 100:25 101:2  <b>should</b> [1] 111:8  <b>show</b> [9] 5:17 16:16,16 55:</p>	<p>8 76:14,14 78:21 84:11 92:  22  <b>showed</b> [2] 40:16 75:12  <b>showing</b> [3] 51:16 77:13  83:8  <b>shown</b> [3] 68:13 81:14  121:10  <b>shows</b> [5] 9:6 76:16 77:7  78:13 126:5  <b>sic}</b> [1] 104:20  <b>side</b> [10] 12:14 24:11 28:2,  15 33:18 35:11 47:11,12  50:18 54:4  <b>sign</b> [1] 86:21  <b>signed</b> [1] 78:25  <b>significant</b> [2] 30:22 94:3  <b>signing</b> [1] 29:6  <b>silent</b> [1] 71:1  <b>silly</b> [2] 45:18 70:20  <b>similar</b> [3] 31:19 63:8 92:6  <b>simple</b> [5] 39:25 47:7 49:  25 75:9,10  <b>simpler</b> [1] 69:12  <b>simplest</b> [2] 26:3 39:24  <b>simply</b> [1] 106:9  <b>since</b> [2] 107:17 124:2  <b>single</b> [3] 26:4,25 96:19  <b>single-family</b> [17] 37:9,17  39:13 42:17 57:1,18 59:7  60:6 63:5,13,17 65:3 68:5,  25 89:20 90:4 96:19  <b>sir</b> [3] 58:18 75:3 84:22  <b>sit</b> [2] 50:15 56:7  <b>site</b> [3] 54:12,16 85:9  <b>sites</b> [4] 81:23 84:12,12,20  <b>sitting</b> [1] 14:3  <b>situation</b> [1] 53:12  <b>six</b> [4] 29:5 111:23,24,25  <b>sizes</b> [1] 90:11  <b>skill</b> [1] 100:23  <b>slater</b> [2] 75:6,7  <b>small</b> [2] 13:11 50:10  <b>smaller</b> [2] 5:14 80:21  <b>sold</b> [7] 38:2,10,16,25 42:  13 69:10 93:3  <b>some</b> [46] 7:16 16:6,11,11  18:4,16,18,21,25 21:13,19</p>
--	--	--	---

# WOLFRAM V. PARDEE

<p>27:4 28:15 30:18 32:24 38:23 40:5 42:12 43:23 44:21 48:18 50:19 56:9,15 58:8 65:20 75:4,19 77:15 81:8 84:14 85:11 93:8 95:18 96:18 98:13 99:7 101:10 109:6 111:2 116:10,23,25 118:6 124:8 128:18</p> <p><b>somebody</b> [3] 20:14 21:13 71:11</p> <p><b>someone</b> [1] 26:15</p> <p><b>something</b> [28] 8:1 11:13 15:1 21:3 22:25 30:10,13,24 31:1,6 39:4 40:15 44:13 48:23 54:6,25 58:9 59:11 60:2,3,24 61:1 79:10 80:24 82:12 88:8 110:5 124:12</p> <p><b>sometime</b> [1] 67:19</p> <p><b>sometimes</b> [3] 22:8,23 111:2</p> <p><b>sorry</b> [9] 31:18 47:6 53:19 78:24 80:17 87:6 89:3 108:8 121:18</p> <p><b>sort</b> [1] 20:11</p> <p><b>sounds</b> [4] 15:23 20:4 27:2 65:20</p> <p><b>source</b> [2] 21:7 33:8</p> <p><b>sources</b> [2] 101:9 113:2</p> <p><b>speak</b> [4] 68:10 103:21 118:15 123:7</p> <p><b>speaking</b> [2] 93:23 115:21</p> <p><b>speaks</b> [2] 123:15,18</p> <p><b>specific</b> [10] 27:17 46:17 50:14 60:23 63:24 87:4,5,6,8 106:4</p> <p><b>specifically</b> [7] 33:16 42:9 106:21 123:16,18 125:22 127:9</p> <p><b>specificity</b> [1] 104:22</p> <p><b>specified</b> [1] 46:18</p> <p><b>spent</b> [1] 12:13</p> <p><b>spoke</b> [4] 45:25 48:25 50:12 72:6</p> <p><b>spoken</b> [1] 121:8</p> <p><b>springs</b> [31] 5:9 7:22 11:3 13:14,21 14:10,15,21,22 16:12 17:21 18:8,20 19:1 23:</p>	<p>23 27:23 28:20 32:11 35:25 38:8 39:3 41:7,20 47:12 50:18 54:4 64:17 73:22 79:18 90:21 123:10</p> <p><b>square</b> [1] 31:5</p> <p><b>squirrely</b> [1] 79:25</p> <p><b>staff</b> [1] 100:16</p> <p><b>stamp</b> [5] 109:13,14,15 111:16 117:21</p> <p><b>stand</b> [2] 97:20 116:17</p> <p><b>standpoint</b> [3] 37:14 70:23 84:25</p> <p><b>start</b> [6] 11:17 26:12 63:15 92:10 122:17 131:23</p> <p><b>started</b> [7] 15:3,12 16:14 30:14 37:20 66:19 85:6</p> <p><b>starts</b> [1] 109:20</p> <p><b>state</b> [3] 52:4 84:19 98:8</p> <p><b>stated</b> [4] 11:18 69:19 75:18,19</p> <p><b>statement</b> [7] 75:21 78:9 87:11 117:18 118:2,24 119:2</p> <p><b>statements</b> [1] 118:6</p> <p><b>states</b> [2] 5:12 26:5</p> <p><b>status</b> [1] 25:22</p> <p><b>statutes</b> [3] 126:16,18,22</p> <p><b>stay</b> [6] 20:15 61:5 65:8 76:12 84:16 91:1</p> <p><b>stayed</b> [1] 131:17</p> <p><b>steps</b> [1] 69:14</p> <p><b>steve</b> [3] 20:8 33:13,17</p> <p><b>stewart</b> [1] 114:19</p> <p><b>stick</b> [1] 17:17</p> <p><b>still</b> [13] 3:15 21:9 42:18,24 44:17,24 46:23 62:17 67:23 80:6 88:6 128:12,13</p> <p><b>stingy</b> [1] 22:18</p> <p><b>stipulate</b> [4] 99:10,12,19 102:18</p> <p><b>stipulations</b> [2] 59:6,8</p> <p><b>stood</b> [1] 117:10</p> <p><b>story</b> [2] 28:3 79:14</p> <p><b>straightforward</b> [3] 22:22 23:2,3</p> <p><b>strange</b> [1] 28:13</p> <p><b>streets</b> [1] 69:11</p>	<p><b>strike</b> [1] 104:20</p> <p><b>stringer</b> [1] 118:7</p> <p><b>strong</b> [2] 21:11 41:12</p> <p><b>study</b> [2] 18:24,24</p> <p><b>stuff</b> [2] 20:11 29:2</p> <p><b>subdivided</b> [2] 5:5,5</p> <p><b>subject</b> [7] 25:11 43:2 45:9 77:7 83:25 129:19 130:5</p> <p><b>submission</b> [1] 68:23</p> <p><b>submitted</b> [4] 48:14 49:9 68:18 92:7</p> <p><b>submitting</b> [1] 50:19</p> <p><b>subpoena</b> [1] 115:15</p> <p><b>subpoenas</b> [2] 106:24 108:25</p> <p><b>subsequent</b> [2] 20:23 96:12</p> <p><b>subsidiaries</b> [1] 44:2</p> <p><b>substance</b> [1] 99:15</p> <p><b>substantive</b> [2] 114:6 116:9</p> <p><b>substation</b> [1] 81:11</p> <p><b>substitute</b> [3] 102:7,8 120:23</p> <p><b>such</b> [4] 18:23 26:1 84:24 88:2</p> <p><b>suggested</b> [1] 70:11</p> <p><b>summarized</b> [1] 76:8</p> <p><b>summary</b> [1] 128:19</p> <p><b>summations</b> [1] 130:7</p> <p><b>summerlin</b> [1] 38:24</p> <p><b>summit</b> [1] 123:10</p> <p><b>superseded</b> [1] 61:23</p> <p><b>supervise</b> [1] 100:15</p> <p><b>supervised</b> [1] 107:16</p> <p><b>supervision</b> [1] 107:20</p> <p><b>supply</b> [1] 37:18</p> <p><b>support</b> [1] 57:21</p> <p><b>supposed</b> [2] 11:8 101:25</p> <p><b>supreme</b> [1] 101:5</p> <p><b>sure</b> [23] 5:19 8:7 10:6,13 11:24 12:10 16:5 37:1 41:12,16 52:14,20 54:21 57:20 97:13 99:18 110:1 112:11 114:10 120:25 128:1 130:10,16</p> <p><b>swear</b> [1] 3:12</p>	<p><b>switched</b> [1] 51:17</p> <p><b>sworn</b> [2] 3:15 98:5</p> <p><b>system</b> [1] 33:25</p> <hr/> <p style="text-align: center;"><b>T</b></p> <hr/> <p><b>tab</b> [1] 36:5</p> <p><b>take</b> [33] 10:11 20:14 22:10 24:19,24 25:19 26:22,23 30:24 31:1,2 32:8 36:7,20 37:8,21 38:13 39:4,13 50:22 59:7 61:4 97:10 101:1 111:12 115:12 116:16 121:11,15,21 125:14,17 126:21</p> <p><b>takedown</b> [6] 9:23 40:9 77:2,13 78:13 115:22</p> <p><b>takedowns</b> [11] 7:11 9:24 36:25 75:23 76:9,10,18 77:8,24 78:15 93:25</p> <p><b>taken</b> [4] 9:17 59:24,25 125:23</p> <p><b>taking</b> [6] 13:7 70:18 84:13 100:25 115:10 128:2</p> <p><b>talk</b> [10] 13:25 14:10 15:3 16:4 24:3 25:20 32:16 33:4 58:10 82:25</p> <p><b>talked</b> [4] 18:4 45:3 84:12 121:24</p> <p><b>talking</b> [14] 3:19 16:3,14 21:21 34:11 51:9 54:3 55:11 56:16 64:13,14 92:10 126:9,11</p> <p><b>task</b> [1] 105:25</p> <p><b>tasked</b> [1] 5:3</p> <p><b>tasks</b> [1] 106:4</p> <p><b>tax</b> [2] 4:25 6:7</p> <p><b>taxes</b> [2] 6:9 7:3</p> <p><b>team</b> [5] 13:9 16:14,18 19:8 23:16</p> <p><b>teams</b> [2] 35:22,22</p> <p><b>technical</b> [4] 9:19 19:1,23 84:25</p> <p><b>tecum</b> [1] 115:15</p> <p><b>tell</b> [12] 13:22,22 19:21 21:22 29:22 51:24 84:23 89:11 98:5 99:23 101:23 116:24</p> <p><b>telling</b> [2] 89:16 110:12</p>
--	---	---	--

# WOLFRAM V. PARDEE

<p><b>ten</b> <sup>[1]</sup> 38:12</p> <p><b>tendered</b> <sup>[1]</sup> 111:4</p> <p><b>tension</b> <sup>[1]</sup> 28:13</p> <p><b>tentative</b> <sup>[13]</sup> 3:20 4:13,17 10:2,4,5,22 11:2 57:6 122:11 123:17,23 127:10</p> <p><b>tentatively</b> <sup>[1]</sup> 56:7</p> <p><b>term</b> <sup>[4]</sup> 87:5,6,7,19</p> <p><b>terms</b> <sup>[6]</sup> 62:11 65:1 66:25 71:24 89:23,23</p> <p><b>testified</b> <sup>[6]</sup> 65:25 70:25 71:7 93:20 98:7 123:22</p> <p><b>testify</b> <sup>[1]</sup> 124:15</p> <p><b>testifying</b> <sup>[1]</sup> 123:20</p> <p><b>testimony</b> <sup>[10]</sup> 53:11 61:15 69:19 86:9 91:19 93:10 94:15 95:7 104:21 108:12</p> <p><b>than</b> <sup>[10]</sup> 20:4 26:6 38:12 42:13 46:14 56:24 64:3 89:19 117:1 125:8</p> <p><b>thank</b> <sup>[55]</sup> 3:16 43:13,17 47:13 55:4 56:13 57:5,9 58:1,18 64:12 65:10 67:9,21 68:1,11,21 69:3 71:18 74:15 78:16 81:1,7,21,25 82:24 84:9 86:5 87:15 88:15 90:2,9,23 91:3,17,22 92:21,25 93:11,13 97:4,5,7,15 98:12 104:4 105:14,16 109:19 117:14,15 120:16 129:8 131:14,25</p> <p><b>thankfully</b> <sup>[1]</sup> 129:17</p> <p><b>their</b> <sup>[19]</sup> 9:12 29:1 35:13,21 39:19 41:10,19 72:11,14 85:24,24 86:24 100:22,23,24 101:3,4,4 129:13</p> <p><b>them</b> <sup>[41]</sup> 6:2,3,7,22 13:4 14:25 19:19 20:23 21:2,4,16,19 22:24 24:23 28:17 33:25 34:15,20 35:14,15 39:19 42:19 64:21,22 71:24,25,25 72:2 74:2 78:15 80:8 81:24 92:18,19 99:23,25 103:13 104:17 119:19 126:24 127:1</p> <p><b>then</b> <sup>[88]</sup> 5:25 6:10,11,14,18,23 7:2,6,7,25 8:9,10,13,17,23 9:3,15 10:1,5,22 11:6,7 12:8,14,20 14:23 15:13 16:10,11 17:19,20 19:9,10 20:18 22:6 24:4 25:15,21 26:24 28:14 30:8,9 32:13,18,19,20 33:22 34:6,11,17,20 35:25 39:11 40:19 41:3 43:3,5,7 45:14 47:17,19 48:24 49:14,15 53:13 55:18 57:6,17 65:11 66:14 75:23 77:16 79:6 82:18 83:24 85:5 96:16 110:24 116:11 119:6,18 120:18 122:13 124:19 128:4 129:20,23 130:8</p> <p><b>theory</b> <sup>[2]</sup> 61:12 131:13</p> <p><b>thereafter</b> <sup>[1]</sup> 119:8</p> <p><b>therefore</b> <sup>[3]</sup> 23:7 52:12 66:6</p> <p><b>there's</b> <sup>[18]</sup> 17:7 26:13 28:3 48:16,24 50:17 52:16 54:13 62:21 64:16 81:19 93:25 101:8 103:14 110:5 116:9 124:4 128:4</p> <p><b>thereto</b> <sup>[1]</sup> 75:1</p> <p><b>these</b> <sup>[21]</sup> 12:15 23:13,13 35:19,20 42:21 45:3 52:5 65:13 67:16 71:23 73:25 78:14 82:22 107:23 113:21 115:18,19 116:8,23 128:25</p> <p><b>they</b> <sup>[80]</sup> 5:19,21,24 6:3,3,4,4,7 7:3 10:13 14:19,24 16:14 20:21 21:13,17,22 22:20 23:9 24:17,17 25:4 28:20 30:14,14,15,18 33:6,24 34:18,20,21,24 35:1,7,8,10,21,22 39:21,24 40:1 43:2 53:3 56:15,16,19 66:1 68:16 70:18 72:2,5,6,9,16,17 77:8 79:24 80:7 84:4,4,4,5,7,7 86:22 90:25 93:12 100:18,20 103:16,17,18 107:9 120:17 122:10 126:24 129:7,17 131:20</p> <p><b>they'd</b> <sup>[1]</sup> 86:20</p> <p><b>they'll</b> <sup>[1]</sup> 19:22</p> <p><b>they're</b> <sup>[24]</sup> 20:15 21:15,16,21,22 22:20 23:1,2 30:4 33:5 34:14,19,23 53:2 77:13 83:4,5 100:24 107:11 111:19 118:17 126:10,13,25</p> <p><b>they've</b> <sup>[5]</sup> 11:3 22:25 35:15 104:25 107:7</p> <p><b>thing</b> <sup>[15]</sup> 10:21 20:4 26:25 35:16 36:12 53:4 56:14 59:13 65:25 84:24 85:1 95:20 109:1 113:14 126:13</p> <p><b>things</b> <sup>[21]</sup> 5:24 9:22 10:9,14 12:6 23:13 24:11 26:11 28:14,17 35:19,23 50:19 72:10 84:11 85:6,8,13 88:13 93:4 131:4</p> <p><b>think</b> <sup>[42]</sup> 19:15 24:10 26:6 28:20 29:3 30:16 32:3 37:1,15 39:14 41:15 43:10 44:16 45:19 47:20 50:17 55:10,13 57:3 60:8,11,21 66:2,13 70:5 71:3 75:24 80:12 83:22,22 87:13 93:7 95:1 99:25 100:12 101:1 103:22,25 111:13 117:24 125:7 129:20</p> <p><b>thinking</b> <sup>[1]</sup> 14:6</p> <p><b>third</b> <sup>[9]</sup> 13:5 57:10 104:16 106:7,10 112:19 113:10 114:23 116:12</p> <p><b>third-party</b> <sup>[1]</sup> 113:1</p> <p><b>thirds</b> <sup>[1]</sup> 112:20</p> <p><b>those</b> <sup>[58]</sup> 4:9 5:24,25 6:12 7:24 9:11 10:14 17:18 24:5,15,15,25 25:11,16 29:9,11 31:14 32:8,9 34:5 35:23 36:16 37:6,19 42:3 43:5,5,6,8 45:12,14 49:13 56:10 58:3 63:24 73:8 85:13 87:20 95:15 96:8,12 101:9,13 103:3,15 106:4,11,20,21 107:1 111:4 118:8,17 126:1,22 127:14 128:13 129:5</p> <p><b>though</b> <sup>[11]</sup> 7:22 13:11 19:16 20:14,19 24:12,16 84:24 90:19 119:22,23</p> <p><b>thought</b> <sup>[10]</sup> 22:17,18,21 47:21 70:14 73:12 78:24 80:17 81:2 119:17</p> <p><b>thousand</b> <sup>[3]</sup> 11:2 28:12 39:2</p> <p><b>three</b> <sup>[8]</sup> 13:3 103:1 106:9 108:17 113:25 121:3 128:13 131:2</p> <p><b>through</b> <sup>[14]</sup> 6:19 20:11 27:18 31:12,22 35:25 62:17 69:13 86:2 91:5 102:24 106:13 110:25 124:7</p> <p><b>throughout</b> <sup>[2]</sup> 31:24 112:5</p> <p><b>thus</b> <sup>[1]</sup> 124:5</p> <p><b>tie</b> <sup>[3]</sup> 9:9 44:12 78:15</p> <p><b>tied</b> <sup>[2]</sup> 40:16 62:10</p> <p><b>time</b> <sup>[61]</sup> 7:25 12:19,21 14:6 15:4 17:2,5,18 18:11,16 19:10 21:9 22:2 25:23 27:5,9 28:21 29:24 30:9,17 31:3,11 33:6,22 35:2 37:5 41:22 52:3 56:11 61:25 63:19 64:13,16,19,23 65:17 69:22 71:22 81:23 82:9,18 85:10 86:24 88:23 93:4,24 94:8,10 100:25 101:2 111:11,12 113:21 115:8,10 118:5 129:23 131:1,3,8,16</p> <p><b>times</b> <sup>[10]</sup> 17:25 22:19 38:23,25 42:19 48:9,10 74:6 79:5 93:5</p> <p><b>timing</b> <sup>[1]</sup> 129:21</p> <p><b>title</b> <sup>[26]</sup> 5:20 9:10,12,22,24,25 10:3 26:3,5,7 31:6,8,8 34:14,17 35:11,20 39:25 40:1,6,7,9 91:13 92:19 114:19 125:15</p> <p><b>titled</b> <sup>[1]</sup> 41:10</p> <p><b>today</b> <sup>[13]</sup> 12:24 21:6 23:25 28:1 38:18 50:16 52:14 70:2 74:7 103:8 130:17,23,24</p> <p><b>together</b> <sup>[7]</sup> 6:22 17:25 18:1 21:14 27:8 49:14 91:24</p> <p><b>told</b> <sup>[5]</sup> 14:22 22:19 46:19 69:15 73:23</p> <p><b>too</b> <sup>[4]</sup> 34:24 46:1 96:8 97:12</p> <p><b>took</b> <sup>[12]</sup> 14:21,22 30:13 31:</p>	<p>17,23 9:3,15 10:1,5,22 11:6,7 12:8,14,20 14:23 15:13 16:10,11 17:19,20 19:9,10 20:18 22:6 24:4 25:15,21 26:24 28:14 30:8,9 32:13,18,19,20 33:22 34:6,11,17,20 35:25 39:11 40:19 41:3 43:3,5,7 45:14 47:17,19 48:24 49:14,15 53:13 55:18 57:6,17 65:11 66:14 75:23 77:16 79:6 82:18 83:24 85:5 96:16 110:24 116:11 119:6,18 120:18 122:13 124:19 128:4 129:20,23 130:8</p> <p><b>theory</b> <sup>[2]</sup> 61:12 131:13</p> <p><b>thereafter</b> <sup>[1]</sup> 119:8</p> <p><b>therefore</b> <sup>[3]</sup> 23:7 52:12 66:6</p> <p><b>there's</b> <sup>[18]</sup> 17:7 26:13 28:3 48:16,24 50:17 52:16 54:13 62:21 64:16 81:19 93:25 101:8 103:14 110:5 116:9 124:4 128:4</p> <p><b>thereto</b> <sup>[1]</sup> 75:1</p> <p><b>these</b> <sup>[21]</sup> 12:15 23:13,13 35:19,20 42:21 45:3 52:5 65:13 67:16 71:23 73:25 78:14 82:22 107:23 113:21 115:18,19 116:8,23 128:25</p> <p><b>they</b> <sup>[80]</sup> 5:19,21,24 6:3,3,4,4,7 7:3 10:13 14:19,24 16:14 20:21 21:13,17,22 22:20 23:9 24:17,17 25:4 28:20 30:14,14,15,18 33:6,24 34:18,20,21,24 35:1,7,8,10,21,22 39:21,24 40:1 43:2 53:3 56:15,16,19 66:1 68:16 70:18 72:2,5,6,9,16,17 77:8 79:24 80:7 84:4,4,4,5,7,7 86:22 90:25 93:12 100:18,20 103:16,17,18 107:9 120:17 122:10 126:24 129:7,17 131:20</p> <p><b>they'd</b> <sup>[1]</sup> 86:20</p> <p><b>they'll</b> <sup>[1]</sup> 19:22</p> <p><b>they're</b> <sup>[24]</sup> 20:15 21:15,16,21,22 22:20 23:1,2 30:4 33:</p>	<p>5 34:14,19,23 53:2 77:13 83:4,5 100:24 107:11 111:19 118:17 126:10,13,25</p> <p><b>they've</b> <sup>[5]</sup> 11:3 22:25 35:15 104:25 107:7</p> <p><b>thing</b> <sup>[15]</sup> 10:21 20:4 26:25 35:16 36:12 53:4 56:14 59:13 65:25 84:24 85:1 95:20 109:1 113:14 126:13</p> <p><b>things</b> <sup>[21]</sup> 5:24 9:22 10:9,14 12:6 23:13 24:11 26:11 28:14,17 35:19,23 50:19 72:10 84:11 85:6,8,13 88:13 93:4 131:4</p> <p><b>think</b> <sup>[42]</sup> 19:15 24:10 26:6 28:20 29:3 30:16 32:3 37:1,15 39:14 41:15 43:10 44:16 45:19 47:20 50:17 55:10,13 57:3 60:8,11,21 66:2,13 70:5 71:3 75:24 80:12 83:22,22 87:13 93:7 95:1 99:25 100:12 101:1 103:22,25 111:13 117:24 125:7 129:20</p> <p><b>thinking</b> <sup>[1]</sup> 14:6</p> <p><b>third</b> <sup>[9]</sup> 13:5 57:10 104:16 106:7,10 112:19 113:10 114:23 116:12</p> <p><b>third-party</b> <sup>[1]</sup> 113:1</p> <p><b>thirds</b> <sup>[1]</sup> 112:20</p> <p><b>those</b> <sup>[58]</sup> 4:9 5:24,25 6:12 7:24 9:11 10:14 17:18 24:5,15,15,25 25:11,16 29:9,11 31:14 32:8,9 34:5 35:23 36:16 37:6,19 42:3 43:5,5,6,8 45:12,14 49:13 56:10 58:3 63:24 73:8 85:13 87:20 95:15 96:8,12 101:9,13 103:3,15 106:4,11,20,21 107:1 111:4 118:8,17 126:1,22 127:14 128:13 129:5</p> <p><b>though</b> <sup>[11]</sup> 7:22 13:11 19:16 20:14,19 24:12,16 84:24 90:19 119:22,23</p> <p><b>thought</b> <sup>[10]</sup> 22:17,18,21 47:21 70:14 73:12 78:24 80:17 81:2 119:17</p>	<p><b>thousand</b> <sup>[3]</sup> 11:2 28:12 39:2</p> <p><b>three</b> <sup>[8]</sup> 13:3 103:1 106:9 108:17 113:25 121:3 128:13 131:2</p> <p><b>through</b> <sup>[14]</sup> 6:19 20:11 27:18 31:12,22 35:25 62:17 69:13 86:2 91:5 102:24 106:13 110:25 124:7</p> <p><b>throughout</b> <sup>[2]</sup> 31:24 112:5</p> <p><b>thus</b> <sup>[1]</sup> 124:5</p> <p><b>tie</b> <sup>[3]</sup> 9:9 44:12 78:15</p> <p><b>tied</b> <sup>[2]</sup> 40:16 62:10</p> <p><b>time</b> <sup>[61]</sup> 7:25 12:19,21 14:6 15:4 17:2,5,18 18:11,16 19:10 21:9 22:2 25:23 27:5,9 28:21 29:24 30:9,17 31:3,11 33:6,22 35:2 37:5 41:22 52:3 56:11 61:25 63:19 64:13,16,19,23 65:17 69:22 71:22 81:23 82:9,18 85:10 86:24 88:23 93:4,24 94:8,10 100:25 101:2 111:11,12 113:21 115:8,10 118:5 129:23 131:1,3,8,16</p> <p><b>times</b> <sup>[10]</sup> 17:25 22:19 38:23,25 42:19 48:9,10 74:6 79:5 93:5</p> <p><b>timing</b> <sup>[1]</sup> 129:21</p> <p><b>title</b> <sup>[26]</sup> 5:20 9:10,12,22,24,25 10:3 26:3,5,7 31:6,8,8 34:14,17 35:11,20 39:25 40:1,6,7,9 91:13 92:19 114:19 125:15</p> <p><b>titled</b> <sup>[1]</sup> 41:10</p> <p><b>today</b> <sup>[13]</sup> 12:24 21:6 23:25 28:1 38:18 50:16 52:14 70:2 74:7 103:8 130:17,23,24</p> <p><b>together</b> <sup>[7]</sup> 6:22 17:25 18:1 21:14 27:8 49:14 91:24</p> <p><b>told</b> <sup>[5]</sup> 14:22 22:19 46:19 69:15 73:23</p> <p><b>too</b> <sup>[4]</sup> 34:24 46:1 96:8 97:12</p> <p><b>took</b> <sup>[12]</sup> 14:21,22 30:13 31:</p>
--	---	--	--

# WOLFRAM V. PARDEE

<p>6,8,8 48:18 66:21 70:4 75:19 79:7,7</p> <p><b>top</b> [1] 110:2</p> <p><b>topic</b> [1] 67:13</p> <p><b>total</b> [3] 47:15 106:11 108:13</p> <p><b>totaling</b> [1] 107:1</p> <p><b>totality</b> [1] 104:6</p> <p><b>totally</b> [1] 99:16</p> <p><b>touch</b> [1] 45:7</p> <p><b>tour</b> [1] 73:4</p> <p><b>toward</b> [1] 101:11</p> <p><b>town</b> [1] 19:4</p> <p><b>track</b> [5] 9:22 32:3 33:10 34:18 35:22</p> <p><b>tracked</b> [2] 34:8,10</p> <p><b>tracking</b> [1] 41:13</p> <p><b>traded</b> [2] 44:9,25</p> <p><b>tranche</b> [1] 29:20</p> <p><b>transaction</b> [3] 7:12 94:20 110:25</p> <p><b>transactions</b> [1] 41:7</p> <p><b>transcript</b> [1] 132:5</p> <p><b>transferred</b> [2] 81:24 83:23</p> <p><b>traveling</b> [1] 18:3</p> <p><b>treatment</b> [5] 81:20 83:9,11,19 85:9</p> <p><b>tri</b> [4] 44:3,4,7,9</p> <p><b>trial</b> [8] 17:8 105:3 106:15 110:3,13 113:21 126:23 128:20</p> <p><b>tricks</b> [1] 64:16</p> <p><b>tried</b> [2] 42:19 93:8</p> <p><b>trip</b> [1] 73:11</p> <p><b>trips</b> [1] 14:4</p> <p><b>true</b> [12] 7:20 57:11,15 64:20 68:9 87:17 94:18 103:3 109:6 110:4,15 132:5</p> <p><b>trueing</b> [1] 88:4</p> <p><b>truth</b> [3] 98:5,6,6</p> <p><b>try</b> [11] 19:19 21:3,23 23:8 30:17 32:23 33:10 38:1 45:13 66:10 88:7</p> <p><b>trying</b> [25] 4:6,10 16:5 19:25 20:1 23:20 24:12 32:18 45:12 46:3 49:16 52:6,13</p>	<p>53:2 61:10 67:12 70:22 72:5,9 93:2 94:9 103:19 111:20 112:4 113:15</p> <p><b>turn</b> [4] 10:12 36:5 109:5,9</p> <p><b>turned</b> [4] 60:1 67:3,5 79:16</p> <p><b>twice</b> [1] 38:17</p> <p><b>two</b> [20] 13:4 17:18,23 29:11 45:3 53:1 55:22 56:10,24 68:14 69:22 71:4 74:5 104:11 112:20,21 121:3,8,9 129:25</p> <p><b>tying</b> [1] 47:17</p> <p><b>type</b> [4] 65:20 89:24 100:7 109:1</p> <p><b>types</b> [1] 31:14</p> <p><b>typical</b> [2] 22:12 38:22</p> <p><b>typically</b> [5] 21:16 32:25 38:1,5 91:24</p> <hr/> <p><b>U</b></p> <hr/> <p><b>u.s</b> [1] 58:16</p> <p><b>u.s.c</b> [1] 14:19</p> <p><b>uh-huh</b> [8] 32:1,15 43:25 50:24 58:17 78:5 90:8 94:11</p> <p><b>ultimately</b> [3] 32:18 67:19 77:3</p> <p><b>unaware</b> [2] 88:25 89:12</p> <p><b>unclear</b> [1] 91:19</p> <p><b>under</b> [16] 3:15 23:10 36:23 48:17 60:4 63:7,19 65:5,7 68:6 78:18,21,25 89:18 101:5 107:11</p> <p><b>underlying</b> [2] 3:25 117:9</p> <p><b>understand</b> [21] 41:8 45:20 51:15 57:14 61:14 82:13,16 83:4 91:18 94:5,15 97:21 108:7,11 113:5 115:11,17 116:2 121:22 124:9 125:10</p> <p><b>understanding</b> [11] 25:14 53:3 63:6 80:25 82:14 83:2,14 87:5,19 115:21 125:20</p> <p><b>understood</b> [3] 80:2 87:10 93:18</p>	<p><b>undertaken</b> [1] 105:25</p> <p><b>unique</b> [1] 94:14</p> <p><b>united</b> [2] 5:11 26:5</p> <p><b>units</b> [1] 39:7</p> <p><b>unless</b> [1] 128:21</p> <p><b>unlikely</b> [1] 37:20</p> <p><b>until</b> [6] 29:2 30:5,9 31:9,15 130:11</p> <p><b>unusual</b> [1] 22:23</p> <p><b>unyellowed</b> [2] 106:8,11</p> <p><b>up</b> [50] 3:9 7:18,20 9:9 10:18 11:13 12:6 14:5 16:7,16 19:22 22:20 26:22 28:11 29:6 30:6 33:16 34:15 36:9 43:23 44:12 46:4 47:17,22 48:16 53:18,23 54:11 55:19 56:14 60:11 67:1 70:8 74:1 76:20 84:11 85:10 88:5 94:7,7 95:3 97:14 104:25 113:18 115:22 117:11,16 120:5 121:6 128:12</p> <p><b>upon</b> [7] 7:24 38:5 45:7 102:25 105:9,25 110:9</p> <p><b>us</b> [29] 9:11 15:21 16:6 20:2,2 26:14 42:12,13,19,20,20,21,25 46:19 50:5 52:10 64:21 66:21 67:12 69:15 72:24 92:13 99:7 110:12 116:22 120:12 130:7,21 131:6</p> <p><b>use</b> [20] 6:7 11:8 34:13 47:21 48:13 49:9,13 60:6 65:4 68:18,24 84:1,1 92:23 109:7,24 113:4 123:21,24 125:2</p> <p><b>used</b> [7] 8:6 12:22 40:13,19 44:3 65:3 87:20</p> <p><b>uses</b> [2] 9:22 49:15</p> <p><b>using</b> [2] 53:7 96:18</p> <p><b>utilities</b> [3] 10:16,17 33:5</p> <p><b>utility</b> [5] 10:14 27:24 28:17 29:17 33:4</p> <hr/> <p><b>V</b></p> <hr/> <p><b>valley</b> [7] 33:7 72:20 73:11,15 81:24 90:12,21</p> <p><b>value</b> [2] 79:22 108:3</p> <p><b>various</b> [3] 32:6 48:8 79:6</p>	<p><b>vegas</b> [12] 3:1 18:16,18 21:7 33:7 38:8 39:1 73:14 79:13 81:24 90:12 100:7</p> <p><b>vehicle</b> [1] 5:1</p> <p><b>vehicles</b> [1] 8:6</p> <p><b>verbiage</b> [1] 49:16</p> <p><b>verdes</b> [1] 73:14</p> <p><b>verdict</b> [1] 129:23</p> <p><b>verify</b> [1] 39:21</p> <p><b>versus</b> [3] 24:14 101:6,9</p> <p><b>very</b> [58] 9:25 10:9,20 12:7 13:2,6,16 14:24 15:5 16:2 17:22 18:14,14 19:1,2,7 20:8,8,9 24:22 26:9 27:3 33:11,13 35:21 39:23 41:9 42:3 45:19 49:16 50:10 53:25 58:15 60:23 62:5 63:24 64:10 70:21 73:17 75:9,10 85:13 94:8,19,24 97:5 109:5,19 110:2 111:9,9 112:6 115:12 116:9,15,17 117:17 118:2</p> <p><b>vested</b> [1] 41:12</p> <p><b>via</b> [6] 5:14,17 40:4 77:16 79:2 80:6</p> <p><b>view</b> [3] 73:10,20 84:1</p> <p><b>views</b> [1] 73:9</p> <p><b>virtually</b> [1] 71:1</p> <p><b>visit</b> [1] 89:5</p> <p><b>voice</b> [1] 55:19</p> <hr/> <p><b>W</b></p> <hr/> <p><b>wait</b> [1] 117:19</p> <p><b>waited</b> [1] 97:24</p> <p><b>waived</b> [1] 98:2</p> <p><b>waiving</b> [1] 105:15</p> <p><b>walt</b> [3] 70:19,25 71:15</p> <p><b>want</b> [50] 3:12,21 10:13 15:1 17:5,17 20:3 26:17,18 28:12 29:18 32:16 35:3 36:6 47:2,4 49:4 54:1,21 69:9 73:7 78:12 79:18 85:10,16 94:20 95:18,25 96:18 99:20,22,23 104:24 111:22 112:11 114:10 115:11 116:2 118:15,16,23 120:25 124:11,21 126:19 127:13,22</p>
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# WOLFRAM V. PARDEE

<p>128:1 130:11,16  <b>wanted</b> <sup>[16]</sup> 15:5 20:1,2 28:10,11 30:1 39:21 42:19,20,21 63:4 73:25 79:9 97:13,22 117:8  <b>wanting</b> <sup>[1]</sup> 21:3  <b>wants</b> <sup>[3]</sup> 13:25 53:8 66:24  <b>wasn't</b> <sup>[17]</sup> 16:4 17:13 22:13 33:11 46:17,17 51:17 54:5 57:22 61:20,22,22 70:14,15,20 72:21 102:16  <b>wastewater</b> <sup>[5]</sup> 81:20 83:9,11,19 85:9  <b>watched</b> <sup>[1]</sup> 99:25  <b>water</b> <sup>[12]</sup> 4:3 19:5 29:20 33:7,8 42:20 67:13,14 79:16 81:24 85:12 88:11  <b>waving</b> <sup>[3]</sup> 66:23 67:11 85:5  <b>way</b> <sup>[22]</sup> 5:18 9:10 12:1 16:22 21:17 23:12 27:3 28:24 33:2 34:2 41:9 53:17 60:25 61:9 63:23 69:13 71:14 75:16 77:6 110:24 113:10 116:13  <b>ways</b> <sup>[4]</sup> 6:8 7:10 18:25 32:24  <b>we'd</b> <sup>[3]</sup> 48:17 64:3 80:6  <b>week</b> <sup>[1]</sup> 35:20  <b>weeks</b> <sup>[2]</sup> 44:15 131:2  <b>well</b> <sup>[43]</sup> 6:5,20 11:9 13:22 17:4 18:12 19:22 25:18 29:16,24 30:20 32:23 35:10 38:6 40:3 46:3,17 48:6 54:12 60:11 62:8 69:25 70:22 76:8,16 77:12 81:23 82:20 83:4 84:12,20 92:16 100:19 103:19 112:7 115:14 116:24 121:16,21,21 128:4,7 130:22  <b>we'll</b> <sup>[17]</sup> 3:14 30:24 31:4 38:15,18,19 46:7 53:13 66:24 99:10 102:12,18 122:17 130:8,23,24 131:1  <b>wells</b> <sup>[1]</sup> 29:19  <b>went</b> <sup>[12]</sup> 8:13 14:2,17 41:22 50:20 57:7 67:16 73:4,4</p>	<p>96:2 118:3 121:23  <b>we're</b> <sup>[31]</sup> 12:24,25,25 13:11 24:23,23 26:15,17 38:11,14,17,18 40:8 41:13 44:17 45:19 50:7 52:20 61:1,8 62:24 64:2 66:23 93:7 96:18 97:19 112:5 116:15 126:8 129:10 130:3  <b>weren't</b> <sup>[6]</sup> 20:12 30:25 67:22,25 73:2 118:16  <b>west</b> <sup>[2]</sup> 47:11,12  <b>westerly</b> <sup>[1]</sup> 27:22  <b>we've</b> <sup>[8]</sup> 8:7 23:5 26:2 32:7 35:14 45:20 56:4 76:5  <b>weyerhaeuser</b> <sup>[8]</sup> 44:3,6,8,18,21,24,25 45:5  <b>whatever</b> <sup>[1]</sup> 26:16  <b>what's</b> <sup>[6]</sup> 19:10 49:2 87:19 98:21 113:18 123:9  <b>when</b> <sup>[48]</sup> 5:9 10:3,10 12:8,17 14:25 15:16 17:6,7,19 21:18 24:3 30:4,14 33:6 34:10 35:8 37:23 38:7 49:12 50:1 52:22 55:19 58:10 60:24 65:11,11,19 66:13,19 70:15 75:22 80:3,13 82:8 87:21 89:14 95:15 102:15 113:9,15,22 116:8 117:9 118:7,18 124:12 126:23  <b>where</b> <sup>[30]</sup> 5:16 17:9 18:15,19 26:12,19 29:19 30:1 42:5 46:24 48:13,25 50:20 51:5,24 53:9 55:10 66:1 76:19 80:10,14 84:23 85:4 92:17 94:16 97:18 100:13 112:5 113:19 122:24  <b>whereas</b> <sup>[1]</sup> 59:6  <b>wherewithal</b> <sup>[1]</sup> 16:2  <b>whether</b> <sup>[18]</sup> 22:17 24:13 28:10 29:16 39:5,16,21 40:3,3,10 53:3 84:7 86:11,13,20 88:16 106:1 127:11  <b>which</b> <sup>[32]</sup> 11:13 12:15 16:18 23:20 32:3 33:6 38:21 42:8,14,14,16 47:11 64:5 67:6,22 71:8 73:12 76:17 78:14 84:14 89:18 95:12</p>	<p>106:8,14 114:6 115:22,22 119:3,18 121:5 123:10 126:8  <b>while</b> <sup>[2]</sup> 14:14 86:24  <b>white</b> <sup>[14]</sup> 55:2 72:18 73:5 77:5 80:9,15,18 81:2,4 90:20 106:8,9 108:16 112:19  <b>whittemore</b> <sup>[16]</sup> 13:25 14:3 15:16 16:10 17:6,11,19 18:6 56:18 64:16 69:16,23 89:1,5,14 93:2  <b>who</b> <sup>[12]</sup> 6:11 13:24 14:18 16:7 20:21 24:24 39:2 73:24 75:5 91:9,18,19  <b>whoever</b> <sup>[1]</sup> 7:3  <b>whole</b> <sup>[11]</sup> 10:9 21:9 26:25 28:21 30:16 53:4 59:12 66:21 88:2,12 98:5  <b>wholly</b> <sup>[1]</sup> 44:2  <b>who's</b> <sup>[3]</sup> 19:5,6 79:13  <b>why</b> <sup>[23]</sup> 18:10 19:21 21:17 46:1 53:8,23 58:23 60:22 61:1 73:7 78:3 85:14 90:17,20,20,21,22 99:13 103:18 108:8 121:23,24 130:20  <b>wide</b> <sup>[1]</sup> 27:24  <b>wilkes</b> <sup>[29]</sup> 4:10,14 15:20 17:10 19:17 22:14 23:8 35:5 39:15 41:19 62:10 70:8,12,16 71:15 73:20 85:21 86:3,15,20 88:17 90:24 91:15 102:22 103:10 106:3 108:2 116:21 119:11  <b>will</b> <sup>[28]</sup> 10:16,17,25 15:10 20:5 22:23 28:1 38:22 39:2 40:9 43:12 50:25 52:15 60:1 84:16 99:18 101:23 116:18 117:16 120:13 126:17,25 130:10 131:3,5,15,16 132:1  <b>willing</b> <sup>[1]</sup> 86:21  <b>wishes</b> <sup>[1]</sup> 85:8  <b>withdraw</b> <sup>[2]</sup> 95:23 100:2  <b>withdrawn</b> <sup>[1]</sup> 86:12  <b>within</b> <sup>[11]</sup> 39:11 46:15 54:18,23 59:19 60:20 63:8 77:1,2 109:3 119:21</p>	<p><b>without</b> <sup>[1]</sup> 45:17  <b>witness</b> <sup>[89]</sup> 3:8,10,16 43:11,12 44:17 46:10 47:7 49:6,18,23 50:1,4,7 51:10,20 52:24 54:2,20 56:20 61:17,22 62:4 67:5 71:6,9,14 77:23 80:16 81:4,10 87:14 95:2 96:1 97:7,18 98:10,15 99:16,21,23 101:23 102:2,4 103:23,24 104:5 105:2 107:9,14 109:11 111:25 112:2,13,17,22,25 113:7,12,17,23,25 114:8,12,15,18,21,25 115:2,6,9,14,19 116:3,6,14,16,20 117:3,7,15,19,24 118:13 120:8,14 123:25 124:15,16  <b>witnesses</b> <sup>[4]</sup> 36:14 71:4 129:15,17  <b>wolfram</b> <sup>[32]</sup> 4:10,14 15:18 17:9 19:16 22:14 23:8 35:4 39:15 41:19 62:10 70:8,12,16 73:20 74:19 82:4 83:13 85:21 86:2,17,20 88:16 90:25 91:14 102:22 103:10 106:3 108:2 113:9 116:20 119:11  <b>wolfram's</b> <sup>[2]</sup> 82:14 85:14  <b>won't</b> <sup>[1]</sup> 39:1  <b>words</b> <sup>[11]</sup> 6:23 37:16 40:11,18 51:6 56:25 62:12 66:15 72:22 87:7,20  <b>work</b> <sup>[17]</sup> 9:24 12:3 14:24 16:11 18:6 27:8 32:21 34:11 35:25 102:23,25 104:6,7 106:2 107:17 114:6 118:11  <b>worked</b> <sup>[2]</sup> 22:2 62:3  <b>working</b> <sup>[13]</sup> 11:18 13:3 14:20 16:22,25 19:23 22:1,24,25 38:14 117:5 118:19,20  <b>works</b> <sup>[2]</sup> 91:10,10  <b>world</b> <sup>[4]</sup> 62:24 87:8 88:12 101:8  <b>worse</b> <sup>[1]</sup> 13:17  <b>wouldn't</b> <sup>[4]</sup> 75:21 85:9 92:8 115:1</p>
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# WOLFRAM V. PARDEE

**wrapping** <sup>[1]</sup> 33:16  
**wrestled** <sup>[1]</sup> 26:11  
**write** <sup>[1]</sup> 22:13  
**writing** <sup>[3]</sup> 34:3 61:24 118:7  
**written** <sup>[6]</sup> 23:12 24:17 59:8 75:22 92:5 102:23  
**wrote** <sup>[5]</sup> 22:13 28:7,15 67:1 74:1

## Y

**yeah** <sup>[29]</sup> 13:16 15:25 16:13,13 19:18 20:21 25:25 26:17 33:24 34:13 40:15 42:5 47:1 49:18 55:16 69:8 70:14,19 75:9 80:22 81:19 82:16 83:18 87:15 94:18 111:2,20,22 123:13  
**year** <sup>[7]</sup> 38:10,10,11,23,25 39:3 93:19  
**years** <sup>[18]</sup> 11:19 12:11,13 14:17 38:12,13 39:8 67:10,17,17 93:21 94:7,7,12 97:25 99:6 101:6 113:25  
**yellow** <sup>[10]</sup> 36:15 80:15 95:12,17 106:6 108:12 110:8 112:14,24 114:6  
**yep** <sup>[1]</sup> 64:2  
**yesterday** <sup>[13]</sup> 3:15 10:8 42:14 48:22,25 57:7 61:15 74:6 93:17 121:23,25 122:9 124:2  
**yesterday's** <sup>[1]</sup> 47:18  
**yet** <sup>[3]</sup> 16:15 26:21 37:20  
**you'll** <sup>[3]</sup> 55:10 82:22 116:15  
**young** <sup>[1]</sup> 14:17  
**you're** <sup>[38]</sup> 3:9,14 19:4 32:25 34:10 44:10,11,24 51:9,15 53:1 55:11 59:25 60:15 66:7 76:13 77:25 84:17 88:4 105:1,15 108:12,20 110:8,12 112:19 113:8,13 114:7 115:4 117:24 119:3 120:18 127:18 128:2,21 129:16,24  
**yours** <sup>[1]</sup> 111:16  
**yourself** <sup>[2]</sup> 17:11 45:8

**you've** <sup>[16]</sup> 5:19 13:13 20:5,18 22:2,10 27:6 28:16 39:7 47:14 49:14 56:11 88:1 110:18 112:6 124:23

## Z

**zero** <sup>[2]</sup> 11:17 49:6  
**zoned** <sup>[3]</sup> 47:25 48:19 80:5  
**zones** <sup>[1]</sup> 4:4  
**zoning** <sup>[7]</sup> 5:23 48:15 56:2 125:15,18 126:1,5