

**In the  
Supreme Court of the State of Nevada**

SOMERSETT OWNERS  
ASSOCIATION, a Domestic Non-  
Profit Corporation,

Appellant,

vs.

SOMERSETT DEVELOPMENT  
COMPANY, LTD, a Nevada  
Limited Liability Company;  
SOMERSETT, LLC a dissolved  
Nevada Limited Liability Company;  
SOMERSETT DEVELOPMENT  
CORPORATION, a dissolved  
Nevada Corporation; Q & D  
Construction, Inc., a Nevada  
Corporation; PARSONS BROS  
ROCKERIES, INC. a Washington  
Corporation; and STANTEC  
CONSULTING SERVICES, INC.,

Respondents.

Case No. 79921

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Clerk of Supreme Court

**APPELLANT SOMERSETT OWNERS ASSOCIATION'S**

**APPENDIX**

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DATED this 13th day of August, 2020.

**WOLF, RIFKIN, SHAPIRO, SCHULMAN &  
RABKIN, LLP**

By: /s/ Bradley Schrager

DON SPRINGMEYER, ESQ. (NSB: 1021)  
BRADLEY SCHRAGER, ESQ. (NSB: 10217)  
JOHN SAMBERG, ESQ. (NSB 10828)  
ROYI MOAS, ESQ. (NSB 10686)  
5594 B Longley Lane  
Reno, Nevada 89511  
(775) 853-6787/Fax (775) 853-6774  
Attorneys for Appellant Somerset Owners  
Association

## **CERTIFICATE OF SERVICE**

I hereby certify that on this 13th day of August, 2020, a true and correct copy of the foregoing Appellant Somerset Owners Association's Appendix was served upon all counsel of record by electronically filing the document using the Nevada Supreme Court's electronic filing system.

By: /s/ Danielle Fresquez

Danielle Fresquez, an Employee of  
WOLF, RIFKIN, SHAPIRO,  
SCHULMAN & RABKIN, LLP

2645  
**WOLF, RIFKIN, SHAPIRO,  
SCHULMAN & RABKIN, LLP**  
DON SPRINGMEYER, ESQ. (NSB: 1021)  
JOHN SAMBERG, ESQ. (NSB 10828)  
ROYI MOAS, ESQ. (NSB 10686)  
5594-B Longley Lane  
Reno, Nevada 89511  
(775) 853-6787  
dspringmeyer@wrslawyers.com  
jsamberg@wrslawyers.com  
rmoas@wrslawyers.com  
*Attorneys for Somerset Owners Association*

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND  
FOR THE COUNTY OF WASHOE**

SOMERSETT OWNERS ASSOCIATION, a  
Domestic Non-Profit Corporation,

Plaintiff,

vs.

SOMERSETT DEVELOPMENT COMPANY,  
LTD, a Nevada Limited Liability Company;  
SOMERSETT, LLC a dissolved Nevada  
Limited Liability Company; SOMERSETT  
DEVELOPMENT CORPORATION, a  
dissolved Nevada Corporation; PARSONS  
BROS ROCKERIES, INC. a Washington  
Corporation; Q & D Construction, Inc., a  
Nevada Corporation, and DOES 1 through 50,  
inclusive,

Defendants.

AND RELATED CROSS-ACTIONS.

Case No. CV-1702427

Dept. No.: 10

Judge: Hon. Elliott A. Sattler

**(Hearing Requested)**

**OPPOSITION OF PLAINTIFF TO DEFENDANTS' JOINT MOTION FOR SUMMARY  
JUDGMENT (OMNIBUS MOTION)**

COMES NOW Plaintiff Somerset Owners Association ("**Plaintiff**") by and through its  
counsel of record, and hereby opposes the Defendants Motion for Summary Judgment filed on  
March 26, 2019, referred to herein as an omnibus motion relating to statutes of limitations and  
repose ("**Motion**"). The Motion was filed jointly by Defendants' Somerset Development  
Company, Ltd. and the dissolved Somerset entities ("**SDC**"), Q&D Construction, Inc. ("**Q&D**"),  
Parsons Bros. Rockeries, Inc. ("**Parsons**"), and Third Party Defendant Stantec Consulting

1 Services, Inc. (“**Stantec**”, collectively with Somerset, Q&D, and Parsons as “**Movants**” or  
2 “**Defendants**”).

3 Defendants urge the Court to grant the Motion and dismiss the lawsuit based on their  
4 contention that all periods of limitation expired in 2012. However, as demonstrated below, the  
5 Motion should be denied in total as the lawsuit and the claims therein were timely filed.

6 First, the claims relating to declarant Chapter 116 warranty began to run upon the transfer  
7 of control of the Association’s Board from SDC on January 8, 2013 (“Transfer of Control Date”),  
8 which is less than five years prior to the filing of this action on December 29, 2017 (“Filing  
9 Date”). Therefore, as to the Chapter 116 warranty claims, the Motion should be denied against  
10 Defendant SDC, and any entity deemed to be an affiliate of SDC. Alternatively, if the Court  
11 decides to expand the confines of NRS 11.202 and provide that it applies to Chapter 116 warranty  
12 claims, then the Court should recognize either the warranty claims accrued on January 8, 2013, or  
13 that statutory tolling and equitable tolling apply until at least January 8, 2013; i.e., during the  
14 “declarant control period”.

15 Second, regardless to whether the Court expands the reaches of NRS 11.202 to Chapter  
16 116 warranty claims, Plaintiff provides prodigious competent evidence establishing significant  
17 disputed genuine issues of material facts as to when the common area rockery walls (“**Rockery**  
18 **Walls**”) were “substantially completed”; i.e., fit for the use for which they were intended.  
19 Therefore, the Motion should also be denied as to the remaining claims against all Defendants, *in*  
20 *toto*.

21 This Opposition is based upon this Notice, the accompanying Memorandum of Points and  
22 Authorities, Declarations, Documents, Exhibits, Appendix of Declarations and Exhibits, Request  
23 for Judicial Notice, the other pleadings filed concurrently and related other evidence, the pleadings  
24 and exhibits on file herein, and if this Motion is set for oral argument, any matters adduced at the  
25 time of oral argument.

26 **Appendix, Exhibits and Cross-Referenced Pleadings** – The above stated issues pervade  
27 the pending motions and drive the Court’s analysis, so there is of necessity an overlap in the  
28 briefing. The supporting declarations and exhibits offered by Plaintiff apply to each of the

1 concurrently filed pleadings. For the sake of convenience and brevity, the evidence is submitted  
2 once in the concurrently filed Appendix of Plaintiff's Supporting Evidence in support of Plaintiff's  
3 overall Briefing, which is hereby incorporated by reference to each of the briefs submitted by  
4 Plaintiff as to the pending Motions, including specifically, this Opposition.

5 Given the complexity and interrelatedness of the issues presented by the portfolio of  
6 pending Motions, oral argument for all pending Motions is requested.

7 DATED this 26<sup>th</sup> day of April, 2019.

8 **WOLF, RIFKIN, SHAPIRO,**  
9 **SCHULMAN & RABKIN, LLP**

10  
11 By:   
12 **DON SPRINGMEYER, ESQ.**  
13 Nevada Bar No. 1021  
14 **JOHN SAMBERG, ESQ.**  
15 Nevada Bar No. 10828  
16 **ROYI MOAS, ESQ.**  
17 Nevada Bar No. 10686  
18 5594-B Longley Lane  
19 Reno, Nevada 89511  
20 (775) 853-6787  
21 dspringmeyer@wrslawyers.com  
22 jsamberg@wrslawyers.com  
23 rmoas@wrslawyers.com

24 *Attorneys for Somerset Owners Association*  
25  
26  
27  
28

## **I. THE RELATIONSHIPS OF THE PARTIES**

Consistent with law and practice, at its inception, control of the Board was held by the developer/declarant, SDC. At that time, the unit owner members of the Board were powerless to investigate and prosecute either construction defects or developer warranty claims. Pursuant to Article 3 of NRS Chapter 116, control of the Board was transferred by SDC to the homeowners on or about January 8, 2013 (“Transfer of Control Date”<sup>1</sup>). *See* Appendix at Exhibit 19, Declaration of Melissa Ramsey; *see generally* Plaintiff’s January 17, 2019 Motion to Strike (January 8, 2013

AA000329

1 Control Turn-Over date, undisputed in Defendants' Opposition filed on March 26, 2019).<sup>2</sup> This  
2 action was timely commenced within five (5) years of that date.

3 The Association is responsible for the maintenance and repair of the common area and its  
4 infrastructure (roads, walk-ways, rockery walls, etc.). The rockery retaining walls that are the  
5 subject of this action (referred to throughout as the "Rockery Walls") are within the common  
6 area.<sup>3</sup>

7 The remaining parties are the Defendants that were engaged by SDC to design and  
8 construct the Rockery Walls. Third-Party Defendant Stantec was hired by Somerset to inspect the  
9 Rockery Walls, Defendant Q&D performed the mass grading and soil foundations, Defendant  
10 Parsons construct the Rockery Walls and upon belief Defendant Somerset coordinated the entire  
11 construction. *See App. at Exh. 27, Responses of SDC to Plaintiff's Interrogatories, at p. 2, ln. 4.*

## 12 **II. INTRODUCTION TO THE CORE ISSUES AND ARGUMENTS**

13 When reduced to their essence, the portfolio of pending Motions brought by Plaintiff in its  
14 Motion to Strike, and by the respective Defendants, present several critical questions which are  
15 common among them – some of law, some of fact. Those common questions pervade the various  
16 motions and drive the Court's analysis.

17 Since the parties' respective motions are presented for summary adjudication, genuine  
18 disputes of material facts must be construed against the movant(s) of each motion, and in the light  
19 most favorable to the part(y)(ies) opposing each motion. This is undisputed.

### 20 Core Issues:

21 1. Did the various causes of action brought by Plaintiff begin to run; i.e., accrue, on or  
22 prior to the Transfer of Control Date of January 8, 2013, at an earlier time period, or even at a later  
23 time period? This action was filed on December 29, 2017, less than five (5) years after January 8,  
24 2013.

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25  
26 <sup>2</sup> Plaintiff is submitting one master Appendix of Supporting Evidence with a complete list of Exhibits; any  
reference to exhibits henceforth relate to Plaintiff's Appendix of Exhibits.

27 <sup>3</sup> A small number of privately owned rockery walls are included in this action as they are owned by either  
28 sub-associations or by tenants of Plaintiff in which Plaintiff has a contractual duty of maintenance and repair.

2. When, if at all, were some or all of the Rockery Walls “substantially completed” as defined by the common law; i.e., completed to the point where they could be utilized for the use for which they were intended.<sup>4</sup> The Defendants agree that this definition applies. *See* App. at Exh. 23, Defendants Motion for Summary Judgment in the *Ryder Homes* (Case Number CV17-01896), at p. 8 (“Under common law, an improvement is substantially complete when the improvement is at such a stage that it can be used for its intended purpose.”).

Core Argument:

A. The warranty claims against SDC began to run on January 8, 2013.

In order to reconcile the language of NRS 116.3111(3), NRS 116.4111(3), and all of NRS 116.4116 as to when a cause of action against a declarant/developer by an owners association for breach of implied warranty accrues, the statutes must be read together to establish that the accrual of that cause of action **begins to run** upon the earlier of (1) the transfer of control of an association from the declarant/developer to the owners for breach, or (2) the creation and first meeting of an independent committee during the declarant controlled period.<sup>5</sup> In this case that date is January 8, 2013.

An ambiguity arguably arises when the language from NRS 116.3111(3) is compared to the language from NRS 116.4116(4). The former mentions “any . . . statutes of limitations”, while the latter refers to “begins to run”. In reconciling this arguable inconsistency, the Court should interpret the sections so as to avoid rendering either section meaningless, or which would lead to

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<sup>4</sup> Since in this case (as in the *Ryder Home* case) there are no final building inspections, notices of completion or certificates of occupancy which would establish “substantial completion” pursuant to statute. The question of fact of the date of substantial completion is to be determined by the common law. *See* NRS 11.2055. Plaintiff believes that the Nevada Supreme Court has not adopted a common law definition of substantial completion. Here, language from the NRS is consistent with various industry standard definitions, and is paraphrased above as the point where a work of improvement can be utilized for the use for which it is intended. Rockery walls are retaining walls, and are intended to perform for over 50 years. *See* App. at Exh. 25 AIA standard contract A201, §9.8, which defines substantial completion as “Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.”.

<sup>5</sup> NRS 116.4116(4) states that “. . . (an) independent committee of the executive board to **evaluate and enforce any warranty claims involving the common elements**, and to address those claims. Only members of the executive board elected by units’ owners other than the declarant and other persons appointed by those independent members may serve on the committee, and the committee’s **decision must be free of any control by the declarant** or any member of the executive board or officer appointed by the declarant.



1 an absurd result. *See United States v. Romero-Bustamente*, 337 F.3d 1104, 1109 (9th Cir. 2003);  
2 *Harris Associates v. Clark Cnty. Sch. Dist.*, 119 Nev. 638, 642, 81 P.3d 532, 534 (2003). The only  
3 way to do that is to interpret the sections together to mean that the right of an HOA Board to sue to  
4 enforce warranty claims against the developer accrues at the point the owners control that process,  
5 and to therefore use the “begins to run” language as controlling. To do otherwise would be to hold  
6 that in certain instances (where no independent committee has been formed) the right to sue could  
7 have passed before the developer hands control of a Board to the owners. Such conclusion would  
8 contradict the clear legislative intent.

9 B. Genuine issues of material fact exist as to substantial completion, as determined by  
10 the common law.<sup>6</sup>

11 Based upon 35 letters purporting to confirm substantial completion from Stantec to  
12 Somersett, each dated *circa* December 2006 (the “**Stantec Letters**”). *See* App. at Exh. 16. The  
13 Defendants urge that the end of December 2006 is the date of “substantial completion” of each and  
14 every wall which is the subject of this action. Aside from being vague self-serving letters from a  
15 party to a party (that alone creating a genuine question of material fact as to the trustworthiness of  
16 the letters), none of the form letters fulfill the requirements of NRS 11.2055 (a)(b) or (c), thereby  
17 invoking a common law analysis of “substantial completion”.

18 As set forth in other places in this and in other pleadings, and in the footnote below,  
19 Plaintiff urges that the Stantec Letters materially misstate that the subject walls conform to the  
20 plans and specifications. As established with particularity and supported by competent evidence,  
21

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22 <sup>6</sup> Citing to an incomplete (and therefore misleading) portion of certain of Plaintiff’s discovery responses,  
23 Defendants note that they anticipate that Plaintiff will argue that a defective structure *ipso facto* can never be  
24 substantially complete. That is not Plaintiff’s position, and that argument flies in the face of statutes that establish a  
25 presumption of substantial completion (NRS 11.2055 for example), regardless of whether any such structure is  
26 defective. Also, a structure can be built to plans and specifications and still be defective, if the plans and  
specifications are inadequate. The full quote from Plaintiff’s discovery response states that “the certificates are  
subject to challenge because evidence exists which establishes that the rockery walls were not constructed to include  
all necessary engineering components, and are therefore partially assembled and not substantially completed” not fit  
for the use for which they were intended”; i.e., not fulfilling the common law definition of substantial completion.

Also, some authority indicates that for the purposes of triggering a Statute of Repose, a date certain for  
substantial completion must be established. If that is this Court’s view, then Plaintiff urges that January 8, 2013 serve  
as that date as it can be read to be the date SDC made its implied warranty to Plaintiff pursuant to NRS 116.4114(2).

1 certain indisputable and immutable features of nearly two-thirds (2/3) of the rockery walls  
2 (maximum height, and minimum bench depth), are materially inconsistent with the plans and  
3 specifications. *See* App. at Exh. 2, Declaration of Edred T. Marsh, C.E./P.E. (“Marsh”), in general  
4 and in particular ¶ 36 which provides:

5           In my opinion, the walls which are greater than 10 feet and the  
6           tiered walls with inadequate bench width imposing a surcharge  
7           materially deviate from the plans and specifications. As such, it  
8           renders the structures unstable and thereby not fit for the purpose for  
9           which they were intended. Specifically, being less likely to provide  
10          support for the stated infrastructure, homes and other structures for  
11          not less than 50 years. As such, the identified walls are not  
12          substantially complete.

13 *Accord*, App. at Exh. 4, Declaration of Joseph F. Shields, C.E., S.E. (“Shields”), at ¶ 19. As such,  
14 according to Plaintiff’s evidence, the identified walls are not substantially complete according to  
15 the Common Law definition. The Stantec letters are highly suspect, wrong on their face, and are  
16 therefore subject to challenge as to their veracity and accuracy. The Stantec letters thereby create,  
17 rather than irrefutably establish, a disputed question of material fact as to which, if any, of the  
18 walls were substantially complete in December 2006.<sup>7</sup>

19           The American Institute of Architects, form contracts A201, Section 9.8 defines substantial  
20 completion as:

21           Substantial Completion is the stage in the progress of the Work  
22           when the Work or designated portion thereof is sufficiently  
23           complete in accordance with the Contract Documents so that the  
24           Owner can occupy or utilize the work for its intended use.

25 *See* App. at Exh. 2, at ¶ 2. In this case, and in the Ryder case, the parties agree that this definition

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26           <sup>7</sup> All 35 of the Stantec letters are terse and identical, except for the reference to building permit number and  
27 site location. They state in material part that the “inspected work was performed . . . in accordance with the  
28 approved [stamped] plans, specifications and the applicable workmanship provision (sic) of the International Building  
Code.” The letters do not cite which plans and specifications. All 35 letters are presented as Exhibit 16 in the  
Appendix of Supporting Evidence. In this instance, there are multiple sets of plans and specifications from multiple  
engineering professionals. Defendants offer no other evidence to support those assertions. As set forth in the  
accompanying Declarations and Exhibits, Plaintiff’s expert consultants identify with specificity, by map, by permit  
and by Stantec letter, well over one hundred (100) walls that materially and significantly deviate from the applicable  
plans and specifications, principally as to walls built well in excess of maximum heights, and multi-tiered walls that  
exceed height and surcharge call outs. *See* Declaration of Edred T. Marsh and the Spreadsheet marked as Exhibit 6 to  
the Appendix of Exhibit. In and of itself, those material and significant deviations create a genuine dispute of material  
fact as to whether the Stantec letters establish “substantial completion” in December 2006.

1 is essentially the common law definition of substantial completion which the trier of fact is to use.  
2 See App. at Exh. 23 at p. 8, ln 16-23; *see generally* App. at Exh. 2, Marsh Decl.

3 Further, a declarant and any dealer impliedly warrant that a unit and the common elements  
4 in the common-interest community are suitable for the ordinary uses of real estate of its type and  
5 that any improvements made or contracted for by a declarant or dealer, or made by any person  
6 before the creation of the common-interest community, will be:

7 (a) Free from defective materials; and

8 (b) Constructed in accordance with applicable law, according to sound standards of  
9 engineering and construction, and in a workmanlike manner. See NRS 116.4114(2).

10 That is also essentially the common law definition of substantial completion.

11 Plaintiff urges that Somerset made that representation when it handed off control of the  
12 Board to the owners on January 8, 2013; both expressly by statute, and impliedly by inference  
13 (lack of any mention of wall defects in the owner control hand-off package). See App. at Exh. 19,  
14 Declaration of Melissa Ramsey, at ¶ 9.

15 In 2013, as in 2006, nearly two-thirds (2/3) of the 374 walls were in material non-  
16 conformity to the plans, specifications and engineered requirements of certain indisputable and  
17 immutable features (height, and minimum bench depth) therefore there is a genuine dispute of  
18 material fact as to which if any walls were substantially complete, and when. See App. at Exh. 2,  
19 Marsh Decl., Exh. 4, Shields Decl.

20 **III. 2017/2018 COMPREHENSIVE EVALUATIONS CONFIRMS MATERIAL**  
21 **DEVIATION FROM PLANS AND SPECIFICATIONS, RENDERING THE**  
22 **WALLS UNFIT FOR THEIR INTENDED USE AND THEREFORE NOT**  
23 **SUBSTANTIALLY COMPLETE**

24 Rockery walls over four (4) feet are retaining walls. App. at Exh. 4, Shields Decl. at ¶ 6;  
25 *see also*, App. at Exh. 2, Marsh Decl. at ¶ 11. The purpose of a retaining wall is:

26 [T]he rockery retaining walls were intended to be utilized to provide  
27 support for all of the above, i.e. residential structures, roadways and  
28 other types of infrastructure including utilities, walkways and public  
transport. Retaining walls are intended to provide support for the  
homes and other structures for their useful life, which is considered

1 to be greater than 50 years.

2 *See id.* at ¶ 12.

3 Following the catastrophic failure and collapse of two rockery walls (on the very same  
4 day) in 2017, through counsel Plaintiff engaged the services of American Geotechnical  
5 (“American Geotech”) to undertake a comprehensive evaluation of the common area rockery  
6 walls. The principal engineer and supervisor for that project was Edred T. Marsh (referred to  
7 throughout as “Marsh”). *See App.* at Exh. 2. at ¶ 19. In early December 2017 American Geotech  
8 conducted a comprehensive evaluation, and the report that followed was issued on December 22,  
9 2017 (“the Initial Report”). The Initial Report serves as the investigation required by statute in  
10 order for Plaintiff to have filed the instant Chapter 40 litigation. The Initial Report in its entirety  
11 was filed with the Court at the same time this action was filed on December 27, 2017. American  
12 Geotech conducted a follow up evaluation in January 2018, and issued a Supplemental Report on  
13 November 8, 2018 (“the Supplemental Report”). Both the initial evaluation and the follow up  
14 evaluation were performed in order to determine whether any of the common area rockery walls  
15 were defective. *See generally, id.*

16 The Initial Report contains 28 maps of sections within the common area, and identifies  
17 with exacting particularity (per map, per wall) material defects in nearly all of the 70,000 feet  
18 (over 13 miles) of rockery retaining walls in the Somerset common area. A copy of the overview  
19 map depicting the location of the 28 maps is attached as Exhibit 1 to the Appendix of Exhibit filed  
20 concurrently herewith. *App.* at Exh. 2, Marsh Decl. at ¶ 14-15.

21 Since the preparation of the Initial Report, both American Geotech and Plaintiff’s other  
22 retained expert witness, Joseph Shields (“Shields”) of Shields Engineering, have been provided  
23 with the thousands of pages of documents, rockery wall plans, specifications and drawings, and all  
24 other documents exchanged among and between the parties in this action pursuant to their  
25 respective Rule 16.1 disclosure obligation. *See App.* at Exh. 22, Declaration of E. Noemy Valdez,  
26 at ¶ 6. Both Marsh and Shields have reviewed the rockery wall plans and specifications which  
27 pertain to the subject rockery walls. *App.* at Exh. 2, Marsh Decl. at ¶ 17; *App.* at Exh. 4, Shields  
28 Decl. at ¶ 8.

1 As part of the preparation of this Opposition and the other pleadings filed concurrently  
2 herewith, Plaintiff's counsel had Marsh review both the Initial Report and the Supplemental  
3 Report to determine whether any of the as built common area rockery walls substantially deviated  
4 in a material manner from the plans and specifications applicable to the rockery walls. Since  
5 destructive testing has yet to be conducted by the parties in this action (destructive testing will cost  
6 well over \$500,000.00), Marsh looked at two (2) immutable, readily visible, and structurally  
7 significant wall design features (a) wall height, and (b) wall surcharge – i.e., wall load based on  
8 grading above walls, and bench depth on multi-tiered walls. *See App. at Exh. 2, Marsh Decl. at*  
9 ¶17. Those two features are integral to the walls structure and function, and are not subject to the  
10 ravages of time or the hand of man (natural events such as earthquake, rain, snow, etc.; or regular  
11 association activity such as maintenance, landscaping, and the like). Those two features are the  
12 same today as they were in 2006. Therefore, what was visible to American Geotech during the  
13 initial and follow up evaluations was visible to Stantec in 2006. *Id.* at ¶ 23.

14 As set forth in the Marsh Declaration, it was determined that nearly two-thirds (2/3) of the  
15 374 common area rockery walls materially deviate from the plans and specifications as to wall  
16 height and wall surcharge, and that those material deviations are readily visible. *See id.* at ¶ 25.  
17 Marsh and his colleagues at American Geotech have prepared a spreadsheet that provides with  
18 exacting particularity (per map, per wall) those walls that materially deviate from plans and  
19 specifications as to (a) wall height, and (b) wall surcharge. *See App. at Exh. 6, American*  
20 *Geotechnical Spreadsheet* (identifying walls that are not substantially complete); *see also App. at*  
21 *Exh. 7-9, American Geotechnical Exemplar PowerPoint Presentations*. Both Marsh and Shields  
22 opine that those walls are therefore not complete as they are “not fit for the purpose for which  
23 they are intended”. *Id.* Those opinions establish a genuine dispute of material fact as to substantial  
24 completion. Those opinions also establish a genuine question as to whether the 2006 Stantec  
25 Letters are credible as they identify as they state that all walls were built in “accordance with plans  
26 and specifications”, when over 200 walls were plainly not built to plans and specifications.

27 In the *Ryder Homes* litigation against the very same defendants (Case No. CV17-01896),  
28 in their Joint Motion for Summary Judgment, the Defendants presented the Stantec letter

1 pertaining to building permit number LDP05-06279, and argued that the Stantec letter established  
2 substantial completion based upon the common law standard.<sup>8</sup> The Court should note that permit  
3 LP05-06279 includes both the Ryder Homes owned rockery walls, and certain common area  
4 rockery walls noted on the American Geotech maps number 8 and 9. *See* App. at Exh. 2, Marsh  
5 Decl. at ¶ 26.

6 As in the Ryder Homes case, there are competing inspections that address the issue of  
7 substantial completion. In the Ryder Homes case, it was the Stantec 2006 letter, and the 2017 City  
8 of Reno inspection. In the case at Bar there are the Stantec 2006 letters (including the permit  
9 LDP05-06279 letter), and the American Geotech inspection and findings related to rockery wall  
10 conformity *vel non* to plans and specifications.

11 In the Ryder Homes case, the Court denied summary judgment and in the Order made the  
12 following observations:

13 (The) parties agree that a notice of completion was never issued, the  
14 parties dispute the date of substantial completion. The Defendant  
15 insists substantial completion occurred in 2006, when the Third-  
16 Party Defendants finished the rockery walls and mass grading, and  
17 Defendants certified the lots as buildable. The Motion 8:26-27. The  
18 Plaintiff insists substantial completion occurred in 2017 or 2018, at  
19 the time of the final government inspection. The Opposition 15:22-  
20 23. Whether the certification of the pads as buildable or the final  
21 building inspection by the City of Reno constituted substantial  
22 completion is a genuine issue of material fact, because it would  
23 determine whether Plaintiff's claims are barred by the statute of  
24 repose. Therefore, there is a genuine issue of material fact which  
25 precludes the entry of summary judgment.

26 In the case at Bar, there is the identical genuine issue of material fact, and summary  
27 judgment should be denied.<sup>9</sup>

#### 28 **IV. DEFENDANTS' ASSERTED UNDISPUTED FACTS**

As part of their Motion, the Defendants provide a statement of nine (9) undisputed facts.

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<sup>8</sup> (As in that case, since neither (a) a final building inspection; (b) a notice of completion, nor (c) a certificate of occupancy were issued, the common law standard of substantial completion applies to the Court's determination. By contrast to the Ryder Homes case, here the Defendants have chosen not to stand on the Stantec letters, relying on the summary judgment initial burden of proof argument

<sup>9</sup> Here, unlike in Ryder Homes, Plaintiff also asserts NRS 116 warranty claims that distinguish the Courts analysis as to repose issues.

1 Motion at p. 6-7. Most of the items contained in the statement, while inaccurate, do not impact a  
2 decision on the Motion, however, the Plaintiff specifically disputes the following assertions as  
3 they are in genuine dispute, including:

4 **Statement No. 8** – “SOA has not produced any admissible evidence to demonstrate when  
5 the rockery walls were substantially complete under the common law.”

6 This statement is an attempt to mischaracterize Plaintiff’s position that there is a dispute as  
7 to the time of substantial completion which is the fall back position contained in NRS 11.2055(2).

8 Plaintiff specifically contends that there is a genuine dispute as to the date of substantial  
9 completion which is a material fact to the case at Bar. *See* Section V(B), below.

10 **Statement No. 9** – “SOA has not produced any admissible evidence showing that any  
11 rockery walls were substantially completed within six years of SOA serving its Chapter 40 Notice  
12 and filing suit.”

13 This statement is an attempt to mischaracterize the Plaintiff’s burden at this junction and  
14 the Plaintiff’s position that there is a dispute as to the time of substantial completion which is the  
15 fall back position contained in NRS 11.2055(2).

16 Plaintiff specifically contends that there is a genuine dispute as to the date of substantial  
17 completion which is a material fact to the case at Bar. In fact Plaintiff offers particularized and  
18 competent evidence in support of its position.

19 **V. LEGAL AUTHORITY AND ARGUMENT**

20 The Motion raises three distinct legal and factual arguments

21 (1) that Plaintiff has the burden of proof, and that such burden is overcome by the  
22 Defendant simply by Defendants raising the limitations period defense (Motion at p. 7)

23 (2) that the Statute of Repose in NRS 11.202 applies to all of Plaintiff’s causes of action  
24 (*Id.* at p. 13)

25 (3) that NRS 11.202 is not subject to statutory or equitable tolling (*Id.* at p. 9-12).

26 Defendants’ arguments are neither new nor novel, but overlook the bottom-line. NRS  
27 11.202 is not applicable beyond Plaintiff’s Chapter 40 Negligence Claims, and that there is a  
28 genuine dispute as to the date that the Rockery Walls were substantially completed, if at all. To

1 their credit, Defendants do not completely ignore the genuine disputes of material fact, they just  
2 gloss over them in a self-serving manner. *See id.* at p. 13.

3 By contrast, Plaintiff's Opposition provides a detailed analysis as to why the Court should  
4 deny the Motion, and find that the Defendants are incorrect on both the standard and application of  
5 the questions of law, and incorrect on the absence of a genuine issues of material fact<sup>10</sup>.

#### 6 A. LEGAL STANDARD

7 Pursuant to N.R.C.P. 56(a) as amended, and in preservation of *Wood v. Safeway, Inc.* 121  
8 Nev. 724 (2005) , in order for summary judgment to be granted, the movant must show that "there  
9 is no genuine dispute as to **any material fact** and the movant is entitled to judgment as a matter of  
10 law." (Emphasis Added). A material fact is one that could impact the outcome of the case. *Wood*,  
11 121 Nev. 724, 730, 121 P.3d 1026, 1030 (2005) (quoting *Anderson v. Liberty Lobby*, 477 U.S.  
12 242, 247-48 (1986)). The moving party has the burden of establishing that a summary judgment is  
13 proper. *Intermountain Veterinary Medical Ass'n v. Kiesling-Hess Finishing Co.*, 101 Nev. 107,  
14 706 P.2d 137 (1985).

15 In addition, a party asserting that a fact cannot be genuinely disputed must support the  
16 assertion by citing to particular parts of materials in the record, including depositions, documents,  
17 electronically stored information, affidavits or declarations, stipulations (including those made for  
18 purposes of the motion only), admissions, interrogatory answers, or other materials. N.R.C.P.  
19 56(c)(1)(A).

20 By contrast, a party asserting that a fact is genuinely disputed must support the assertion by  
21 showing that the materials cited do not establish the absence of a genuine dispute, or that an  
22 adverse party cannot produce admissible evidence to support the fact. N.R.C.P. 56(c)(1)(B). In a  
23 trial court's review of a record for issues of material fact, pleadings and documentary evidence  
24 should be construed in a posture which is most favorable to the party against whom a motion for  
25 summary judgment is directed. *Butler v. Bogdanovich*, 101 Nev. 449, 450, 705 P.2d 662, 663

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26  
27 <sup>10</sup> The Shields Declaration together with the Marsh Declaration and spreadsheet provide competent and  
28 admissible evidence as to the substantial completion questions of fact, per map, per wall.



1 (1985). An entry of summary judgment is proper only when there are no issues of fact and the  
2 moving party is entitled to such an expedited judgment as a matter of law. *Id.* Additionally, the  
3 burden of proving the absence of triable facts is upon the moving party. *Id.*

4 As in this instance, the Nevada Supreme Court has held that summary judgment is  
5 improper whenever "a reasonable jury could return a verdict for the non-moving party." *Anderson*  
6 *v. Mandalay Corp.*, 358 P.3d 242, 245 (Nev. 2015), *citing Sprague v. Lucky Stores, Inc.*, 109 Nev.  
7 247, 249, 849 P.2d 320, 322 (1993). When reviewing the record, "the evidence, and any  
8 reasonable inferences drawn from it, must be viewed in a light most favorable to the nonmoving  
9 party." *Id. citing Wood*, 121 Nev. at 729, 121 P.3d at 1029.

10 Secondary is the legal issue of burden-shifting relating to limitations periods, for purposes  
11 of summary judgment. Defendants claim that they "need not prove anything", but Defendants'  
12 standard is incorrect and tortured in order to make it appear that the burden for their statute of  
13 limitations defense must be defeated by the Plaintiff by the mere fact that it is asserted without  
14 proof, by Defendants. *See* Motion at p. 7-9.

15 Not only is this incorrect, but as a result of its reliance on this position Defendants  
16 completely abandon any effort to demonstrate that the Rockery Walls were completed at a certain  
17 point in time. Notably, as stated earlier, this departs from their approach in the *Ryder Case* where  
18 the same parties asserted that the Stantec Letters served as a basis for determining substantial  
19 completion, and wherein the Court noted there was a genuine question of material fact.

20 Defendants rely upon *Cuzze v. University & Community College System of Nevada*, 123  
21 Nev. 598, 603, 172 P.3d 131, 134 (2007), for their "need not prove anything" legal position. In  
22 *Cuzze*, the Court reaffirmed the "(t)he party moving for summary judgment bears the initial  
23 burden of production to show the absence of a genuine issue of material fact. If such a showing is  
24 made, then the party opposing summary judgment assumes a burden of production to show the  
25 existence of a genuine issue of material fact." Nothing in *Cuzze* provides that, in terms of  
26 limitations periods, that the Motion "need not prove anything." *See generally, Cuzze v. Univ. &*  
27 *Cnty. Coll. Sys.*, 123 Nev. 598, 602, 172 P.3d 131, 134 (2007).

28 *Cuzze*, examined a case involving civil rights violations under 42 U.S.C. § 1983, invasion

1 of privacy/false light, defamation, intentional infliction of emotional distress, and negligence, and  
2 where the plaintiff failed to make a record on appeal. Defendants' argument is misplaced in  
3 Cuzze, or if anything, the decision in *Cuzze* affirms Plaintiff's position that, where there is a  
4 genuine dispute of material fact, summary judgment is not appropriate.

5 But if the nonmoving party will bear the burden of persuasion at  
6 trial, the party moving for summary judgment may satisfy the  
7 burden of production by either (1) submitting evidence that negates  
8 an essential element of the nonmoving party's claim, or (2) "pointing  
9 out . . . that there is an absence of evidence to support the  
nonmoving party's case." In such instances, in order to defeat  
summary judgment, the nonmoving party must transcend the  
pleadings and, by affidavit or other admissible evidence, introduce  
specific facts that show a genuine issue of material fact.

10 *Id.* 123 Nev. at 602-03, 172 P.3d at 134 (2007).

11 Here, the Defendants chose not to submit "evidence that negates an essential element of  
12 the nonmoving party's claim", while by contrast Plaintiff provides a plethora of admissible  
13 evidence by affidavit, introduction of specific facts, and other admissible evidence, that a genuine  
14 issue of material fact exists as to the date of substantial completion. Similarly, none of the cases  
15 cited in the Motion stand for the proposition that, in the context of statutes of limitation  
16 affirmative defenses, that Defendants need not provide evidence at this stage.

17 Rather, Courts have found that non-compliance with a statute of limitations is a non-  
18 jurisdictional, affirmative defense, and the party asserting an affirmative defense bears the burden  
19 of proof. *TMX, Inc. v. Volk*, 2015 Nev. App. Unpub. LEXIS 404, 2015 WL 5176619 (Aug. 31  
20 2015) (citing *Dozier v. State*, 124 Nev. 125, 129, 178 P.3d 149, 152 (2008), and *Nev. Ass'n Servs.*  
21 *v. Eighth Judicial Dist. Court of Nev.*, 338 P.3d 1250, 1254 (2014)). The Defendants do not have  
22 any of the substantial completion presumptive documents (final building inspection, notice of  
23 completion, or a certificate of occupancy). The common law rule turns on the "fitness for use  
24 intended standard". And in that setting facts are in dispute.

25 Here, even if the Court accepts all of the Defendants' legal contentions regarding  
26 application of statutes of repose, and inapplicability of statutory and equitable principles of tolling,  
27 the limitation period question is dependent upon the time of substantial completion. The question  
28 of substantial completion is a question of material fact, and the "Court must also determine

1 whether there is a genuine issue of material fact” in regards to such date. *See e.g.* App. at Exh.24  
2 (Order of the Court, *Ryder Homes of Northern NV v. Somerset Development Co., LTD.*, p. 6., in  
3 20-21).

4           **B.       A GENUINE DISPUTE OF MATERIAL FACTS EXISTS REGARDING**  
5           **THE DATE OF SUBSTANTIAL COMPLETION OF THE ROCKERY**  
6           **WALLS**

7           Plaintiff’s claims against the Defendants for Chapter 40 Negligence claims, and any other  
8 causes of action which the Court chooses to extend NRS 11.202, have not expired since there is a  
9 genuine dispute of material fact as to the substantial completion date of the Rockery Walls.  
10 Separate from their claims that they “need not prove anything” as to the substantial completion  
11 date, Defendants *suggest* (without offering any evidence, much less the Stantec letters) that the  
12 walls were completed in 2006, and that the statute expired in 2012. Setting aside the arguments of  
13 whether NRS 11.202 applies to all actions at issue, and whether tolling is appropriate, Plaintiff  
14 disputes with competent and highly particularized evidence that the Rockery Walls were not  
15 substantially completed in 2006. App. at Exh. 2, Marsh Decl. at ¶ 17; App. at Exh. 4, Shields  
16 Decl. at ¶ 19.

17           According to NRS 11.202, the commencement of the limitation period is from the time of  
18 “substantial completion of such an improvement.” *See* NRS 11.202(1). NRS 11.2055 provides  
19 that substantial completion “of an improvement to real property shall be deemed to be the date on  
20 which: (a) The **final building inspection** of the improvement is conducted; (b) A **notice of**  
21 **completion is issued** for the improvement; or (c) A **certificate of occupancy is issued** for the  
22 improvement, whichever occurs later.” However, “(i)f none of the events described in subsection  
23 1 occurs,” as all the Parties seem to agree here, then “the date of substantial completion of an  
24 improvement to real property **must** be determined by the **rules of the common law.**” (Emphasis  
25 Added.)

26           The Parties seem to all agree that there was no “final building inspection”, or “notice of  
27  
28

1 completion”, or “certificate of occupancy” for the Rockery Walls.<sup>11</sup> Therefore, the common law  
2 standart applies and the trier of fact must determine the date of substantial completion.” When  
3 looking to the common law to determine “substantial completion” in accordance with Nev. Rev.  
4 Stat. §11.2055(2), courts in Nevada have turned to statutory interpretation. “In determining the  
5 definition of “substantial completion,” and Court looks to the rules of statutory construction  
6 requiring words to be given their plan meaning. The Court has also considered secondary sources  
7 defining the term. Specifically, the American Institute of Architects standard form contract at  
8 Section A.9.3.1 defines substantial completion as:

9           The stage in the progress of the Work when the Work or designated  
10          portion thereof is sufficiently complete in accordance with the  
11          Contract Documents so that the Owner can occupy or utilize the  
12          Work for its intended use.

13 *Balle v. Howard Hughes Corp.*, 2016 WL 4263826, 2016 Nev. Dist. LEXIS 3502 (Nev. Dist. Ct.)  
14 at p. 3; *see also*, App. at Exh. 25 (Copy of the AIA document cited herein). The trier of fact must  
15 look to whether the Rockery Walls are “sufficiently complete in accordance with the Contract  
16 Documents,” and whether they are sufficiently complete to be utilized for their “intended use.”  
17 Defendants have recognized the common law test for substantial completion being that the  
18 improvement “can be used for its intended purpose.” *See* Joint Motion of Defendants Somersett,  
19 Stantec and Q&D in Case No. CV17-01896, at p. 8, ln. 16-23.

20           A rockery wall above four (4) feet in height is a retaining wall, and is therefore an  
21 engineered structure. App. at Exh. 4, Shields Decl., at ¶ 6; *see also*, App. at Exh. 2, Marsh Decl.  
22 at ¶ 11. The intended use of a retaining wall is to (1) hold up and/or hold back earth in the context  
23 of the area in which it is situated, ; and (2) to do so for a suitable useful life of at least 50 years.  
24 App. at Exh. 4, Shields Decl. at ¶7; App. at Exh. 2, Marsh Decl. at ¶ 29.

25           It is the opinion of both Mr. Shields and Mr. Marsh that by materially deviating from the  
26 plans and specifications of wall height and surcharge in this case, nearly 2/3 of 374 the total walls

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27           <sup>11</sup> Of importance to note, is that the Stantec Letters do not qualify as any of the items contained in NRS  
28 11.2055(1). Therein, to the extent that the Defendants suggest that these letters are in anyway dispositive, Plaintiff  
disputes such contention.

1 are not fit for their intended use and are therefore not substantially complete. *See* App. at Exh. 6,  
2 at p. 11; *see also* App. at Exh. 2, Marsh Decl. at ¶ 29; App. at Exh. 4, Shields Decl. at ¶ 19. The  
3 walls were not fit in 2006, and with but two or three exceptions, are not fit now. The trier of fact  
4 will need to determine whether the 2006 Stantec letters, or the 2017 and 2018 American  
5 Geotechnical inspections and related work-up of Messieurs Marsh and Shields control. In the  
6 meantime Plaintiff gets the benefit of the doubt and the Motion for Summary Judgment must be  
7 denied.

8 Since destructive testing has not been done at this stage of the case, walls between four (4)  
9 and less than 10 feet in height (absent applicability in tiered structures as part of a surcharge  
10 analysis) are not included in the evaluation of conformity in height. Plaintiff reserves all rights to  
11 determine substantial completion as to those walls with future destructive testing, which would  
12 investigate non-visible features such as geo-fabric, drainage materials, and the like.

13 It is the opinion of both Shields and Marsh that walls over 10 feet in height *ipso facto*  
14 materially deviate from the approved plans and specifications, as do both single and tiered walls  
15 with benches less than 15 feet, or other indicia of surcharge. *See id.* All such walls are presently  
16 not substantially complete according to the common law standard stated above.<sup>12</sup>

17 Also, to reiterate that which is stated earlier regarding the distinction between the concept  
18 of defect and substantial completion, it is not Plaintiff's contention that all defective structures are  
19 by definition not substantially complete. For example, in the instance of the issuance of a  
20 certificate of occupancy, by law the referenced structure would be presumptively substantially  
21 complete for the purposes of triggering certain limitations periods, but that structure could still be  
22 defective subject to proof on that separate issue. Defendants' implying that Plaintiff's will argue  
23 to the contrary is simply a distraction from the issue at hand; i.e., whether there is a genuine issue  
24 of material fact as to the substantial completion of some or all of the subject rockery walls

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25  
26 <sup>12</sup> As stated earlier, if the Court deems it necessary to establish a date certain for the purposes of the repose  
27 issues, Plaintiff urges that the implied warranty commencement date of January 8, 2013 be deemed that date, as the  
28 declarant, either by statute (NRS 116.4114), or by inference (the turn-over package provided by the declarant)  
essentially asserted substantial completion.)

1 pursuant to the common law definition.

2 The only walls that are substantially complete are the two or three walls that have  
3 previously failed, and have been repaired to be fit for purpose. Prior to failure, those walls  
4 materially deviated from approved plans and specifications, and as such were both defective, and  
5 not substantially complete. *See* App. at Exh. 2, Marsh Decl. at ¶ 35. Plaintiff reserves all rights to  
6 claim repair costs damages for those walls.

7 **C. THE STATUTES OF LIMITATION AND REPOSE, IF APPLICABLE, ARE**  
8 **SUBJECT TO PRINCIPLES OF STATUTORY AND EQUITABLE**  
9 **TOLLING.**

10 Plaintiff incorporates by reference its Memorandum of Points and Authorities in  
11 Opposition to the SDC Motion for Summary Judgment on this issue and in its Memorandum of  
12 Points and Authorities in the Motion to Strike, and Reply in Support, thereof. For continuity it is  
13 restated here.

14 Defendants argue that tolling does not apply to the statute of repose contained in NRS  
15 11.202. Motion at p. 9-12. Setting aside the dispute as to the date of substantial completion  
16 discussed above, and the applicability of the statute to non-Chapter 40 construction defect  
17 negligence claims, the Plaintiff asserts that statutes of repose are subject to tolling.

18 1. Equitable Tolling and Equitable Estoppel Principles Apply to NRS 11.202.

19 Defendants argue that equitable tolling principles do not apply to statutes of repose,  
20 relying on *CTS Corp. v. Waldburger*, 573 U.S. 1, 134 S. Ct. 2175 (2014). However, the holding in  
21 *CTS Corp.* is distinguishable from the case at Bar.

22 In *CTS Corp.*, the Supreme Court principally addressed the issue of federal preemption.  
23 The Court had to determine to what extent CERCLA, a federal statute codified under 42 U.S.C.S.  
24 § 9658 relating to environmental liability, preempted state statutes. The Court found that  
25 Congress intended for CERCLA to preempt state statutes of limitations, but not state statutes of  
26 repose. *Id.* The holding is specific to CERCLA federal preemption in the context of limitations  
27 period. Those statutes and issues do not pertain to either the intent or the purpose of NRS 11.202.

28 More instructive is the decision in *NCUA Bd. v. RBS Sec.*, 833 F.3d 1125, 1131-32 (9th

1 Cir. 2016), where the Ninth Circuit was asked by appellant to expand *CTS Corp.* to a non-  
2 CERCLA case involving claims brought under the Securities Act of 1933 and FIRREA (Financial  
3 Institutions Reform, Recovery, and Enforcement Act of 1989, enacted in response to the Savings  
4 and Loan Crisis). Appellants, in *NCUA*, relying on *CTS Corp.*, claimed that since the FIRREA  
5 provides an "Extender Statute" that extends the "applicable statute of limitations", it should not  
6 impact statutes of repose. *See* 12 USCS § 1787 (14).

7 The Ninth Circuit, provided that by expressly stating that "the" statute of limitations for  
8 "**any** action" brought by the NCUA as conservator or liquidating agent "shall be" as specified,  
9 Congress made clear that no other limitations period applies to the NCUA's claims. *NCUA Bd. v.*  
10 *RBS Sec.*, 833 F.3d 1125, 1131-32 (9th Cir. 2016), *citing to Nat'l Credit Union Admin. Bd. v.*  
11 *Nomura Home Equity Loan, Inc.*, 764 F.3d 1199, 1226 (10th Cir. 2014) (*Nomura II*); *Fed. Hous.*  
12 *Fin. Agency v. UBS Americas Inc.*, 712 F.3d 136, 141-42 (2d Cir. 2013). (emphasis added). "It is  
13 clear to us that the Extender Statute's plain meaning "indicates that it . . . supplants **all other time**  
14 **limits.**" *Id. citing Nomura II*, 764 F.3d at 1226; *see also FDIC v. RBS Sec., Inc.*, 798 F.3d 244, 254  
15 (5th Cir. 2015) ("Interpreting the statute as excluding repose periods from its ambit would  
16 circumvent that mandatory language by providing the FDIC with less than three years from the  
17 date of its appointment as receiver to bring claims."). (Emphasis added).

18 Further, even though statutes of repose are intended as absolute bars, they are nonetheless  
19 subject to exception and/or inapplicability. *See First Interstate Bank of Denver, N.A. v. Central*  
20 *Bank & Trust Co. of Denver*, 937 P.2d 855, 860 (Colo. Ct. App. 1996) (citing numerous cases):

21 Indeed, various statutes of repose have been legislatively or  
22 **equitably tolled and/or the assertion of the statute equitably**  
23 **estopped and expressly waived, as indicated by decisions in a**  
24 **variety of contexts and jurisdictions.** *See Rosenthal v. Dean Witter*  
25 *Reynolds, Inc., supra* (class action suit tolls § 11-51-125(8) for  
26 putative class members while class certification evaluated);  
27 *Southard v. Miles*, 714 P.2d 891 (Colo. 1986) (legislative exception  
28 tolls statute of repose as well as statute of limitations in malpractice  
actions); *Alfred v. Esser*, 91 Colo. 466, 15 P.2d 714 (1932) (party  
can be equitably estopped from asserting a statute of repose); *see*  
*also McCool v. Strata Oil Co.*, 972 F.2d 1452 (7th Cir. 1992)  
(statute of repose not implicated because parties agreed to toll any  
applicable statute of limitations); *Cange v. Stotler & Co.*, 826 F.2d  
581 (7th Cir. 1987) (equitable estoppel applies to actions under  
Commodity Exchange Act); *Bomba v. W. L. Belvidere, Inc.*, 579

1 F.2d 1067 (7th Cir. 1978) (equitable estoppel applies to statute of  
2 repose in Interstate Land Sales Disclosure Act); *Craven v. Lowndes*  
3 *County Hospital Authority*, 263 Ga. 657, 437 S.E.2d 308 (Ga.  
4 1993) [\*861] (fraud will toll a statute of repose); *Bryant v. Adams*,  
5 116 N.C. App. 448, 448 S.E.2d 832 (N.C. [\*\*14] App. 1994)  
(equitable estoppel may defeat statute of repose); *One North*  
*McDowell Ass'n of Unit Owners, Inc. v. McDowell Development*  
*Co.*, 98 N.C. App. 125, 389 S.E.2d 834 (N.C. App. 1990) (statute of  
repose on equipment warranty claims tolled by express agreement).

6 *Id.* 937 P.2d at 860-61 (Colo. App. 1996).

7 This demonstrates that while statutes of repose create a bar in some instances, they are not  
8 unfettered and immutable.

9 While the Nevada Supreme Court has yet to rule on whether equitable tolling applies to  
10 NRS 11.202 statutes of repose in the context of developers, principles of equity and fairness  
11 mandate that equitable tolling does apply.

12 As also set forth in the Plaintiff's Motion to Strike, and incorporated herein by reference,  
13 good cause exists to recognize that an equitable estoppel of the periods of limitation should be  
14 imposed in appropriate cases. *See* Plaintiff's Motion to Strike at Section III(D) (Section on  
15 Equitable Tolling and Equitable Estoppel). Since Defendant Somerset controlled the Association  
16 until January 8, 2013, it should be estopped from asserting **any** limitations period defense.  
17 Accepting Defendant Somerset's defense would abrogate decades of established equitable  
18 estoppel law, and would be contrary to the Legislature's intent as expressed as to the tolling of  
19 warranty claims. Additionally, it would rendering meaningless the equitable counterpart provided  
20 by good faith procedures and scrutiny of an **independent committee** pursuant to Chapter  
21 116.4116(4).

22 Specifically, NRS 116.4116(4) provides that a declarant may *start* the limitation clock for  
23 warranty claims during the declarant control period by taking specific steps to authorize an  
24 independent committee of the executive board. Defendant had until December 31, 2012 to avail  
25 itself of an independent committee, but failed to do so. It is undisputed that the Defendant did not  
26 establish an independent committee to evaluate warranty claims, even though it was entitled to.



1                   2.     Claims Against the Declarant for Chapter 40 Defects Were Also Tolloed by  
2                             Virtue of the Tolling Provisions in NRS 116.

3             Setting aside the Plaintiff's position regarding the lack of application of NRS 11.202 to  
4 non-construction defect negligence claims, and setting aside the genuine dispute of material fact as  
5 to the date of substantial completion, for the same reasons that NRS 11.202 does not apply to NRS  
6 116 warranty claims, the Court should find it clear from legislative intent that statutory tolling  
7 would apply. A homeowners association is unable to enforce its rights during the declarant  
8 control period, therefore all limitations periods should be tolled until declarant control is  
9 terminated. This has been briefed in detail in Plaintiff's Motion to Strike, and the other briefs  
10 accompanying this filing.

11             Legislative intent also requires tolling provisions of NRS 116 extend to toll NRS 11. If  
12 NRS 11 applies, then it should be tolled by NRS 116. *See* Opposition of Plaintiff to Defendant  
13 Somersett's Motion for Summary Judgment Relating to NRS 11.202, Section II(A), II(C), filed  
14 simultaneously herewith. In short, it would be an absurd result to interpret legislative intent to say  
15 that **"declarant is not going to bring an action against himself if he is controlling the board"**  
16 (May 10, 2011 Assembly Judiciary Committee Meeting Minutes, p. 14-15) and then say that  
17 tolling provisions do not apply. Here the owner controlled Association's right of action against  
18 the Defendant **did not begin to run** until the Defendant's control of the Association terminated on  
19 January 8, 2013. The key point is the issue of control. Legislative history and comments on the  
20 Uniform Code are in accord. *See* App. at Exh 34, 2008 UCIOA Amendments; *see also* App. at  
21 Exh. 35, "Proposed UCIOA Amendments to NRS Chapter 116"; *see also* App. at Exh 36,  
22 Analysis of SB 204.

23             As with a minor child injured in an accident caused by a parent, since the parent controls  
24 the right to investigate the cause of the accident and to bring an action on behalf of the minor  
25 child, the period in which the minor child's right to sue begins upon the taking control of the  
26 power to sue; i.e., upon his/her 18<sup>th</sup> birthday . *See* NRS 11.250(1). Here, until the Association is  
27 controlled by the owners, it (the Association) has no meaningful ability to investigate warranty  
28 claims, or to commence an action against the declarant/developer. As with the minor, imposing a

1 repose period here would essentially void a limitations period, and that makes no sense.

2 **D. NRS 11.202 STATUTE OF REPOSE ONLY APPLIES TO PLAINTIFF'S**  
3 **CHAPTER 40 NEGLIGENCE CLAIMS FOR CONSTRUCTION DEFECT**

4 As addressed in detail in Plaintiff's Opposition to Defendant SDC's Motion for Summary  
5 Judgment, which is specifically reference and incorporated herein (in its entirety/by reference)  
6 SDC alleges, without single authority that NRS 11.202 should be extended and interpreted to  
7 encompass NRS 116 warranty claims. However extending NRS 11.202 to NRS 116 warranty  
8 claims would offend basic rules of statutory construction. The NRS 11.202 period commences  
9 with the substantial completion of the structures in question, whereas NRS 116 Warranty claims  
10 commence with the transfer of control of the association board from the declarant to the  
11 owners. Again, setting aside the genuine dispute of material fact relating to the dates of  
12 substantial completion of the Rockery Walls, the Plaintiff turns to transfer of control as the  
13 distinguishing feature, and the related provisions of NRS Chapter 116.

14 Specifically, NRS 116.4116(4) provides guidance as to whether the two statutes may be  
15 reconciled in that the limitations period does not "begin to run" until there is either an  
16 independent committee established, or the developer transfers control. The legislature intended  
17 for the periods of limitation not to **commence** until the earlier date of the formation of the  
18 committee, or the transfer of control.

19 It would lead to an absurd result to interpret the provision of NRS 11.202 (which depend  
20 on substantial completion) to cut off liability **before** commencement of the warranty claim.

21 Under the plain reading of the statute the periods of limitation **did not begin to run** until  
22 SDC transferred control. The only way to interpret the statutes in harmony (NRS 116.4116(4)  
23 and NRS 11.202), is to hold that NRS 11.202 **does not** apply to certain claims, aside from NRS  
24 Chapter 40 negligence claims for construction defects.

25 These legal and factual arguments are outlined in detail in the Plaintiff's Oppositions to  
26 Defendant Somerset's Motion for Summary Judgment Relating to NRS 11.202, filed concurrently  
27 herewith and incorporated by reference in its entirety.  
28

1 **VI. CONCLUSION**

2 As with the other pending Motions, the law and the equities are in Plaintiff's favor. There  
3 are significant and genuine disputes of material fact that impact and prevent summary judgment  
4 against Plaintiff from being granted. For the reasons contained herein, the Court must deny the  
5 Motion, and provide that:

6 (1) Defendants have failed to establish the absence of a genuine dispute according to  
7 N.R.C.P. 56(c)(1)(B);

8 (2) that the facts, when construed most favorably to Plaintiff, demonstrate that there is a  
9 genuine dispute as to material fact relating to the date of substantial completion;

10 (3) that principles of equitable estoppel and equitable tolling apply so as to preclude  
11 summary judgment; and

12 (4) that NRS 11.202 does not apply to Plaintiffs' NRS 116 claims against Defendant  
13 Somerset.

14 **CERTIFICATION OF COUNSEL**

15 Pursuant to the Court's Pre-Trial Order entered on September 25, 2018, Counsel for the  
16 Plaintiff hereby provides that good cause exists to exceed the standard page limits by *no more*  
17 *than* five (5) pages, because the Defendants' Opposition addresses numerous and issues of  
18 complex law and fact requiring a more detailed analysis than usual.

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**AFFIRMATION**

The undersigned does hereby affirm, pursuant to NRS 239B.030, that this document and any attachments do not contain personal information as defined in NRS 603A.040 about any person.

DATED this 26<sup>th</sup> day of April 2019.

**WOLF, RIFKIN, SHAPIRO,  
SCHULMAN & RABKIN, LLP**

By:   
\_\_\_\_\_  
JOHN SAMBERG, ESQ.  
Nevada Bar 10828  
ROYI MOAS, ESQ.  
Nevada Bar No. 10686  
5594 B Longley Lane  
Reno, Nevada 89511  
(775) 853-6787/Fax (775) 853-6774  
*Attorneys for Plaintiff Somersett Owners  
Association*

1  
2  
3 **CERTIFICATE OF SERVICE**

4 I hereby certify that on the 26<sup>th</sup> day of April, 2019, I electronically filed the foregoing  
5 **OPPOSITION OF PLAINTIFF TO DEFENDANTS' JOINT MOTION FOR SUMMARY**  
6 **JUDGMENT (OMNIBUS MOTION)** with the Clerk of the Court by electronic service, in  
7 accordance with the Master Service List, pursuant to NEFCR 9 to the following:

8 Charles Burcham, Esq.  
9 Wade Carner, Esq.  
10 Thorndall, Armstrong, Delk, Balkenbush & Eisinger  
11 for SOMERSETT DEVELOPMENT  
12 CORPORATION, SOMERSETT, LLC., SOMERSETT  
13 DEVELOPMENT COMPANY LTD  
14 E-Mail: clb@thorndal.com  
15 E-Mail: wnc@thorndal.com

Steve Castronova, Esq.  
Castronova Law Offices, P.C.  
for PARSONS BROS. ROCKERIES  
E-Mail: sgc@castronovaLaw.com

12 Natasha Landrum, Esq.  
13 Dirk W. Gaspar, Esq.  
14 David Lee, Esq.  
15 Lee, Hernandez, Landrum & Garofalo  
16 for Q & D CONSTRUCTION, INC.  
17 E-Mail: dgaspar@lee-lawfirm.com  
18 E-Mail: nlandrum@lee-lawfirm.com  
19 E-Mail: dlee@lee-lawfirm.com

Theodore E. Chrissinger, Esq.  
Michael S. Kimmel, Esq.  
Hoy, Chrissinger, Kimmel, Vallas P.C.  
for STANTEC CONSULTING  
SERVICES, INC.  
Email: tchrissinger@nevadalaw.com  
Email: mkimmel@nevadalaw.com

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28  
By



Laura Simar, an employee of  
WOLF, RIFKIN, SHAPIRO, SCHULMAN &  
RABKIN, LLP

1 **3373**  
2 **WOLF, RIFKIN, SHAPIRO,**  
3 **SCHULMAN & RABKIN, LLP**  
4 DON SPRINGMEYER, ESQ. (NSB: 1021)  
5 JOHN SAMBERG, ESQ. (NSB 10828)  
6 ROYI MOAS, ESQ. (NSB 10686)  
7 5594-B Longley Lane  
8 Reno, Nevada 89511 (775) 853-6787  
9 dspringmeyer@wrslawyers.com  
10 jsamberg@wrslawyers.com  
11 rmoas@wrslawyers.com  
12 *Attorneys for Somerset Owners Association*

13 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND**  
14 **FOR THE COUNTY OF WASHOE**

15 SOMERSETT OWNERS ASSOCIATION, a  
16 Domestic Non-Profit Corporation,

17 Plaintiff,

18 vs.

19 SOMERSETT DEVELOPMENT COMPANY,  
20 LTD, a Nevada Limited Liability Company;  
21 SOMERSETT, LLC a dissolved Nevada  
22 Limited Liability Company; SOMERSETT  
23 DEVELOPMENT CORPORATION, a  
24 dissolved Nevada Corporation; PARSONS  
25 BROS ROCKERIES, INC. a Washington  
26 Corporation; Q & D Construction, Inc., a  
27 Nevada Corporation, and DOES 1 through 50,  
28 inclusive,

Defendants.

AND RELATED CROSS-ACTIONS.

Case No. CV-1702427

Dept. No.: 10

Judge: Hon. Elliott A. Sattler

**APPENDIX OF PLAINTIFF'S SUPPORTING EVIDENCE**

COME NOW Plaintiff Somerset Owners Association ("Plaintiff") by and through its  
counsel of record, hereby file this Appendix of Supporting Evidence, along with its attached  
exhibits, in support of each of the pleadings filed concurrently herewith<sup>1</sup>. For the sake of

<sup>1</sup> Response of Plaintiff to Third-Party Defendant Stantec Consulting Services, Inc.'s Objection to Evidence  
Offered in Plaintiff's Motion to Strike;

Opposition of Plaintiff to Defendant Somerset Development Company, Ltd's Motion for Summary  
Judgment (Relating to the NRS 11.202 Statute of Repose);  
(footnote continued)

convenience and brevity, the material is submitted once in this simultaneously filed Appendix of Declarations and Exhibits in support of Plaintiff's Briefing, and is hereby incorporated by reference, as applicable, into each pleading.

EXHIBIT NO.	DOCUMENT DESCRIPTION	AUTHENTICATED BY:	NUMBER OF PAGES
1	American Geotechnical Inc., Site Documentation Reference Map	Edred T. Marsh	1
2	Declaration of Edred T. Marsh	Declarant	9
3	Edred T. Marsh Curriculum Vitae	Edred T. Marsh	23
4	Declaration of Joseph F. Shields	Declarant	5
5	Joseph F. Shields Curriculum Vitae	Joseph F. Shields	2
6	American Geotechnical's Spreadsheet identifying walls which are not substantially complete	Edred T. Marsh	11
7	American Geotechnical Exemplar PowerPoint for Map 2	Edred T. Marsh	23
8	American Geotechnical Exemplar PowerPoint for Map 10	Edred T. Marsh	20
9	American Geotechnical Exemplar PowerPoint for Map 16	Edred T. Marsh	12
10	American Geotechnical Maps 1 through 28	Edred T. Marsh	28
11	Face page of December 17, 2017 American Geotechnical Preliminary Report	Request for Judicial Notice	1
12	Harlan Fricke Consulting Rock Wall Design	Edred T. Marsh Joseph F. Shields	2

Opposition of Plaintiff to Defendant Somerset Development Company, Ltd's Motion for Summary Judgment (Relating to NRS 40.668);

Reply of Plaintiff in Support of its Motion to Strike Certain Affirmative Defenses Relating to Statutes of Limitation and Repose;

Opposition of Plaintiff to Defendants' Joint Motion for Summary Judgment(Omnibus Motion);

Request by Plaintiff for Judicial Notice

EXHIBIT NO.	DOCUMENT DESCRIPTION	AUTHENTICATED BY:	NUMBER OF PAGES
13	Odyssey Engineering Rockery Walls Plans, January 2005	Declaration of E. Noemy Valdez	3
14	Retaining Structures Excerpt from Kleinfelder Geotechnical Investigation Report Sierra Canyon at Somerset Villages 4 through 10, July 6, 2004	Declaration of E. Noemy Valdez	4
15	Common Area Rockery Wall Building Permits	Declaration of E. Noemy Valdez	34
16	Thirty-five Stantec Final Project Report Letters, December 21, 2006	Declaration of E. Noemy Valdez	35
17	Declaration of Tom Fitzgerald	Declarant	3
18	Declaration of Ryan Dominguez	Declarant	2
19	Declaration of Melissa Ramsey	Declarant	3
20	Declaration of John Samberg	Declarant	2
21	Declaration of Royi Moas	Declarant	3
22	Declaration of E. Noemy Valdez	Declarant	3
23	Somerset Development Co., Ltd.'s Stantec Consulting Services Inc.'s, and Q&D Construction, Inc.'s Joint Motion for Summary Judgment on Plaintiff's Claims filed on or About April 4, 2018. Case No. CV17-01896 <i>Ryder Homes of Northern Nevada, Inc., vs Somerset Development Company, Ltd., et al.</i>	Request for Judicial Notice	10
24	Order Denying Motion for Summary Judgment, filed September 24, 2018, Case No.: CV17-01896. <i>Ryder Homes of Northern Nevada, Inc., vs Somerset Development Company, Ltd., et al</i>	Request for Judicial Notice	8
25	AIA Document A201 General Conditions of the Contract for Construction , § 9.8 Substantial Completion	Request for Judicial Notice	2
26	Construction Materials Engineers, Inc. (CME) webpage about the company background	Declaration of John Samberg	1



<b>EXHIBIT NO.</b>	<b>DOCUMENT DESCRIPTION</b>	<b>AUTHENTICATED BY:</b>	<b>NUMBER OF PAGES</b>
27	Defendant Somerset Development Company, Ltd.'s Answers to Plaintiff's First Set of Interrogatories. Specifically, Answer to Interrogatory No. 12, pg. 6; Answer to Interrogatory No. 17, pg. 8; Answer to Interrogatory No. 27, pg. 11.in the instant case.	Request for Judicial Notice	5
28	Q&D Construction, Inc.'s Answers to Somerset Owners Association's First Set of Interrogatories to Defendant Q&D Construction, Inc., Verified, served on or about December 19, 2018, in the instant case.	Request for Judicial Notice	20
29	Parsons Bros Rockeries, Inc.'s Responses to Somerset Owners Association's First Set of Interrogatories, served on or about December 5, 2018 in the instant case	Declaration of Royi Moas	10
30	Compilation of License Search Results regarding "Parsons" from Nevada Contractors Board	Declaration of Royi Moas	13
31	NRS Chapter 40 Notice of Claims NRS § 40.645	Declaration of Royi Moas	30
32	Q&D Initial Response to Chapter 40 Notice, dated April 2, 2018	Declaration of Royi Moas	2
33	Parson Bros Rockeries, Inc.'s Answer to First Amended Complaint for Damages (Corrected), filed on or about August 21, 2018, in the instant case	Declaration of Royi Moas	23
34	2008 UCIOA Amendments	Declaration of Royi Moas	15
35	Portions (Pages 1-2, 83-85, and 124) of the "Proposed UCIOA Amendments to NRS Chapter 116"	Declaration of Royi Moas	5
36	"Analysis of SB 204"	Declaration of Royi Moas	12
37	Q&D's License Search Result with the Nevada Contractors Board	Declaration of Royi Moas	2

EXHIBIT NO.	DOCUMENT DESCRIPTION	AUTHENTICATED BY:	NUMBER OF PAGES
38	Minutes of the Board of Directors Meeting for January 8, 2013	Declaration of Melissa Ramsev	4

**AFFIRMATION**

The undersigned does hereby affirm, pursuant to NRS 239B.030, that this document and any attachments do not contain personal information as defined in NRS 603A.040 about any person.

DATED this 26<sup>th</sup> day of April 2019.

**WOLF, RIFKIN, SHAPIRO,  
SCHULMAN & RABKIN, LLP**

By: 

JOHN SAMBERG, ESQ.

Nevada Bar 10828

ROYI MOAS, ESQ.

Nevada Bar No. 10686

5594 B Longley Lane

Reno, Nevada 89511

(775) 853-6787/Fax (775) 853-6774

*Attorneys for Plaintiff Somerset Owners  
Association*

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 26<sup>th</sup> day of April, 2019, I electronically filed the foregoing  
3 **APPENDIX OF PLAINTIFF'S SUPPORTING EVIDENCE** with the Clerk of the Court by  
4 electronic service, in accordance with the Master Service List, pursuant to NEFCR 9 to the  
5 following:  
6

7 Charles Burcham, Esq.  
8 Wade Carner, Esq.  
9 Thorndall, Armstrong, Delk, Balkenbush & Eisinger  
10 for SOMERSETT DEVELOPMENT  
11 CORPORATION, SOMERSETT, LLC., SOMERSETT  
DEVELOPMENT COMPANY LTD  
E-Mail: clb@thorndal.com  
E-Mail: wnc@thorndal.com

Steve Castronova, Esq.  
Castronova Law Offices, P.C.  
for PARSONS BROS. ROCKERIES  
E-Mail: sgc@castronovaLaw.com

12 Natasha Landrum, Esq.  
13 Dirk W. Gaspar, Esq.  
14 David Lee, Esq.  
15 Lee, Hernandez, Landrum & Garofalo  
16 for Q & D CONSTRUCTION, INC.  
E-Mail: dgaspar@lee-lawfirm.com  
E-Mail: nlandrum@lee-lawfirm.com  
E-Mail: dlee@lee-lawfirm.com

Theodore E. Chrissinger, Esq.  
Michael S. Kimmel, Esq.  
Hoy, Chrissinger, Kimmel, Vallas P.C.  
for STANTEC CONSULTING  
SERVICES, INC.  
Email: tchrissinger@nevadalaw.com  
Email: mkimmel@nevadalaw.com

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18 By

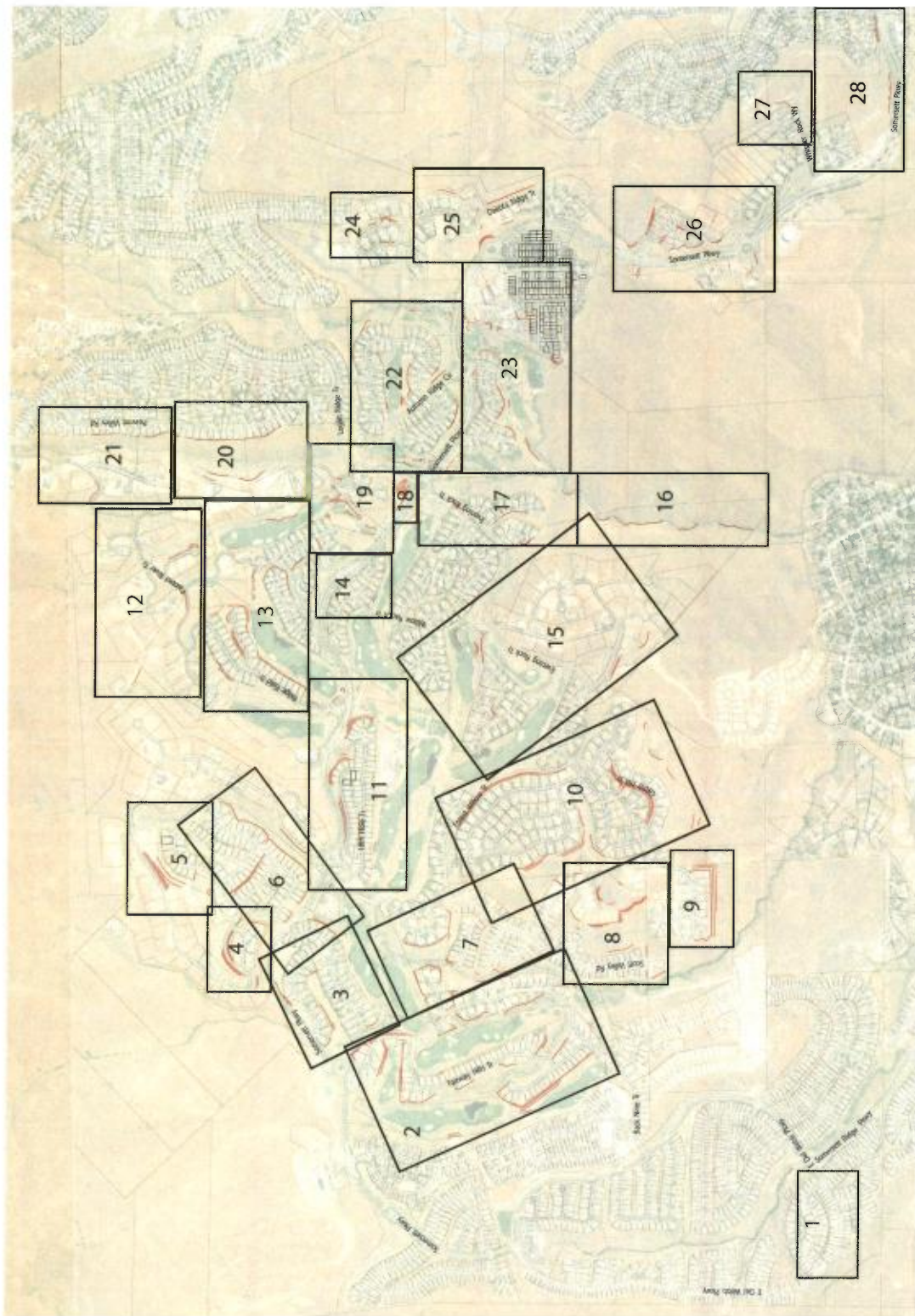


Laura Simar, an employee of  
WOLF, RIFKIN, SHAPIRO, SCHULMAN &  
RABKIN, LLP

# EXHIBIT 1

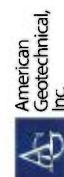
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# EXHIBIT 1



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Site Documentation Reference Map	Plate 1
Somerset Master Association - Rocky Walls	<b>PS04016105</b>



American  
Geotechnical  
Inc.

F.N. 40789.01

AA000360

## EXHIBIT 2

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## EXHIBIT 2

1 **1520**  
2 **WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP**  
3 **DON SPRINGMEYER, ESQ. (NSB: 1021)**  
4 **JOHN SAMBERG, ESQ. (NSB 10828)**  
5 **ROYI MOAS, ESQ. (NSB 10686)**  
6 5594-B Longley Lane  
7 Reno, Nevada 89511  
8 (775) 853-6787  
9 dspringmeyer@wrslawyers.com  
10 jsamberg@wrslawyers.com  
11 rmoas@wrslawyers.com  
12 *Attorneys for Somerset Owners Association*

13 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND**  
14 **FOR THE COUNTY OF WASHOE**

15 **SOMERSETT OWNERS ASSOCIATION, a**  
16 **Domestic Non-Profit Corporation,**

17 **Plaintiff,**

18 **vs.**

19 **SOMERSETT DEVELOPMENT COMPANY,**  
20 **LTD, a Nevada Limited Liability Company;**  
21 **SOMERSETT, LLC a dissolved Nevada**  
22 **Limited Liability Company; SOMERSETT**  
23 **DEVELOPMENT CORPORATION, a**  
24 **dissolved Nevada Corporation; PARSONS**  
25 **BROS ROCKERIES, INC. a Washington**  
26 **Corporation; Q & D Construction, Inc., a**  
27 **Nevada Corporation, and DOES 1 through 50,**  
28 **inclusive,**

**Defendants.**

**AND RELATED CROSS-ACTIONS.**

Case No. CV-1702427

Dept. No.: 10

21 **DECLARATION OF EDRED T. MARSH IN SUPPORT OF PLAINTIFF'S BRIEFS**

22 I, EDRED T. MARSH, declare as follows:

23 1. I am over the age of 18 years and the principal engineer with American  
24 Geotechnical, Inc. I am a registered Civil and Geotechnical Engineer, registered in eight (8)  
25 states, including Nevada.

26 2. I have personal knowledge of the facts set forth herein, except as to those stated on  
27 information and belief and, as to those, I am informed and believe them to be true. If called as a  
28 witness, I could and would competently testify to the matters stated herein.

-1-

Declaration of Edred T. Marsh

AA000362

1           3.     I am the Principal Engineer with American Geotechnical, Inc. and have practiced  
2 for more than 31 years. My primary area of practice is concentrated in the western United States,  
3 although I have projects in many states. During my career, I have reviewed thousands of  
4 construction projects in the Western States, with over half of them being in the State of Nevada.

5           4.     I specialize in forensic civil and geotechnical engineering, and am oftentimes called  
6 upon to review existing projects for problems related to construction deficiencies related to  
7 original design and/or construction.

8           5.     I have testified in trial and/or arbitration in excess of 30 times, and have given oral  
9 deposition testimony in more than 300 cases involving construction defects. I have been retained  
10 by attorneys representing both plaintiffs and defendants. I currently provide expert consultant  
11 services for land owners, property owners, developers, subcontractors and design professionals.  
12 My Curriculum Vitae is attached to the accompanying Appendix of Plaintiff's Supporting  
13 Evidence as Exhibit 3, filed concurrently herewith.

14          6.     The current project, "Somerset" deals with rockery retaining wall issues.  
15 Rockery retaining walls are most common in the pacific northwest and I have been involved with  
16 many projects over the last 30 years that deal with rockery retaining walls.

17          7.     The rockery walls in the Somerset Development common area consist of over  
18 70,000 lineal feet of walls. The rockery walls consist of both single and multi-tiered retaining  
19 walls. Multi-tiered retaining walls consist of a lower retaining wall with at least one other  
20 retaining wall built above and behind the lower wall, forming a terraced or "tiered" configuration.  
21 Many of the rockery retaining walls within the Somerset development are double and triple tiered  
22 retaining walls with the highest reaching five tiers, that were planned and observed within the  
23 development. It is our understanding that Somerset Development turned over control of the board  
24 to the owners on January 8, 2013.

25          8.     In early December 2017, American Geotechnical was engaged by Plaintiff herein  
26 through its counsel to conduct an evaluation of the rockery retaining walls in the Somerset  
27 Development. I served as the Principal Engineer for that assignment. Through American  
28 Geotechnical, I continue to serve as an expert witness in this action for Plaintiff. The initial



1 engagement of American Geotechnical followed the failure and actual collapse of a multi-tiered  
2 rockery wall above the golf cart path adjacent to hole 5 of the Somerset golf course.

3       9.       After meeting with Ryan Dominguez, the on-site Community Manager at that time,  
4 and members of staff from the property management company for the Somerset community, I  
5 was provided a map delineating the locations of the rockery retaining walls that were considered  
6 to be within the master association common area. This map was used to conduct my evaluation.

7       10.       My staff and I also conducted site visits at that time and took photographs of the  
8 golf course wall collapse and other wall locations. Some of those photographs are included in  
9 Plaintiff's Motion to Strike Affirmative Defenses. They were taken by me and my staff and  
10 accurately depict the wall failures and physical structures shown as of early December 2017.

11       11.       Rockery walls that are four feet or higher are considered, "engineered structures"  
12 intended to be utilized as functional retaining walls. The use for which such rockery walls are  
13 intended is to provide support for building pads for residential structures, commercial buildings,  
14 other building structures with human occupancy and other types of structures including  
15 infrastructure such as roadways and pipelines (water, sewer, etc.).

16       12.       Consistent with the above general description, at the Somerset development, the  
17 rockery retaining walls were intended to be utilized to provide support for all of the above, i.e.  
18 residential structures, roadways and other types of infrastructure including utilities, walkways and  
19 public transport. Retaining walls are intended to provide support for the homes and other  
20 structures for their useful life, which is considered to be greater than 50 years.

21       13.       Currently we have reviewed all of the common area rockery wall structures within  
22 the Somerset development and have identified site-wide defects in the design/construction of the  
23 rockery walls within development. We have issued reports delineating the observations and  
24 defects that were readily apparent at the time of our evaluations.

25       14.       Our initial report dated December 22, 2017, provides an overview of the defective  
26 conditions identified with the rockery walls that could be observed during site reconnaissance.  
27 The results of the review of 351 rockery walls were included on 28 maps that are contained in the  
28 December 22, 2017 report ("the initial report"). The initial report and its exhibits consist of 2,067

1 pages, and in CD format is attached as Exhibit "2" to Exhibit "1" attached to the Complaint filed  
2 by Plaintiff herein. A copy of the face page is attached to the Appendix as Exhibit 11 for  
3 reference.

4 15. The report identifies and indexes the numerous types of defects identified, and  
5 details each affected wall with particularity. For the Court's convenience and reference, a single  
6 page map of the overall Somerset development with a depiction of the locations of each of the 28  
7 referenced maps is attached to the accompanying Appendix of Plaintiff's Supporting Evidence as  
8 Exhibit 1.

9 16. A supplemental report was issued in November of 2018 that contained four  
10 additional maps for a total of 32 maps delineating defects observed during our study. Common  
11 defects that were observed are included in the referenced reports.

12 17. Since the preparation of the initial report, collectively my staff and I have reviewed  
13 literally thousands of pages produced by the various parties in this action, provided to me by the  
14 staff of Plaintiff's counsel including engineering plans and calculations, soil and geologic reports  
15 and plans, construction permit applications, construction permits, and the like. Based on that  
16 review I have noted that the walls were primarily designed by Harlan Fricke, although there are  
17 other designers. Generally, the designers are consistent with respect to maximum wall height and  
18 surcharge; i.e.; (1) The wall height could be no taller than 10 feet, and (2) no surcharge (an  
19 engineering term meaning essentially a load or burden) could be applied to a lower wall in a tiered  
20 wall system.

21 18. We have observed site-wide defects and are aware of at least four large scale  
22 rockery retaining wall failures that have impacted the residential lots and surrounding  
23 infrastructure. One of the rockery wall failures occurred in 2011, prior to the time in which  
24 Somerset Development turned over control of the board to the owners (January 8, 2013). Three  
25 of the rockery retaining wall failures occurred after that time. To the extent possible, other  
26 instability issues and adverse conditions that were identified are currently being monitored and  
27 investigated.

28 19. I am currently the engineer of record for the large-scale repair of a three-tiered

1 rockery retaining wall failure that affected Gypsy Hills Trail and Timaru Court (one of the three  
2 wall failures mentioned above). During original site development in this area, a three-tiered  
3 retaining wall system was constructed between Gypsy Hills Trail and Timaru Court. Timaru  
4 Court is a cul-de-sac lined with residential lots at the top of a descending slope that sits above  
5 Gypsy Hills Trail. Separating the two streets is a three-tiered rockery retaining wall system that  
6 was constructed to provide stability for the residential lots along Timaru Court above. This three-  
7 tiered rockery retaining wall system possessed significant design and construction related defects,  
8 the most obvious of which included walls that were constructed too tall and too close together  
9 creating a condition where the lower walls were being significantly “surcharged” from the upper  
10 tiers of walls. Unfortunately, no engineering design was performed to look at the potential for  
11 surcharge loads from a tiered retaining wall system and the walls were not constructed in  
12 accordance with the intentions of the designer (Harlan Fricke). As a result of these deficiencies,  
13 the three tiered retaining wall system was globally unstable, which triggered a failure of the tiered  
14 retaining wall system. Thankfully, that failure was identified before the tiered wall system actually  
15 collapsed, like others have done at the site. It is obvious that there are common defects that exist  
16 within the communities that are causing the problems experienced by the association and lot  
17 owners.

18         20. In my opinion, in order to be fit to be utilized for the use for which they are  
19 intended, as to purpose and useful life expectancy, the rockery walls would need to have been built  
20 in accordance with the approved plans and specifications of the design professionals, particularly  
21 as to the critical design elements of height and surcharge. Throughout the common areas, most of  
22 the walls materially deviate from the approved plans and specifications, which render them unfit  
23 to be used for the purpose for which they were intended.

24         21. The Fricke design was created for a single tier rockery retaining wall with a  
25 maximum height of 10 feet. The Fricke design also did not allow a surcharge to be applied behind  
26 and/or above the single wall. If a surcharge load was to be applied from a footing load or other  
27 load such as a second-tier, then the design would need to be revised to accommodate such a load.  
28 The Fricke design drawings and calculation are included as Exhibit 12 to the Appendix of

1 Plaintiff's Supporting Evidence filed concurrently herewith.

2       22. Based on the review of the material as stated above, there was no design that was  
3 put in place to deal with a surcharge load from any type of structure to be placed behind and/or  
4 above the one single tier wall for which the design was intended.

5       23. With the exception of the failed or otherwise repaired walls, the subject walls for  
6 the most part remain in the same condition as they were in 2006. Meaning certain aspects of the  
7 retaining walls such as wall height, number of tiers and bench width separation between tiers have  
8 not been subject to change due to weather, maintenance, seismic activity or other forces. These  
9 features (wall height, number of tiers and bench width) are readily visible for anyone to observe,  
10 and are the same today as they were in 2006. No destructive testing is required to observe these  
11 basic aspects of wall construction. To determine if other defects exist such as whether geo-grid  
12 soil reinforcement was used behind the walls, adequate back drainage systems, depth of the rock  
13 footing embedment and the like, destructive testing would have to be performed.

14       24. Destructive testing has yet to be done in this case. Because of the size of the site  
15 and extent of the walls within the various communities, a conservative estimate for destructive  
16 testing of the affected walls is at least \$500,000.00.

17       25. As part of my review of the documents produced by the parties and provided to our  
18 office by Plaintiff's counsel's staff, I have reviewed the 35 "rockery wall" letters, from Stantec to  
19 Somersett Development Company in November/December 2006, that pertain to the areas of the  
20 development in which the subject rockery walls are located (*see* Exhibit 16 to the accompanying  
21 Appendix of Plaintiff's Supporting Evidence). I have also reviewed each of the building permits  
22 that pertain to the areas of the development in which the subject rockery walls are located (*see*  
23 Exhibit 15 to the accompanying Appendix). I have correlated the American Geotechnical maps  
24 with the Stantec letters and the building permits and created a spreadsheet that integrates these  
25 documents and identifies each wall within the mapped areas that materially deviate from the plans  
26 and specifications as to height and surcharge.

27       26. The spreadsheet is attached to the accompanying Appendix of Plaintiff's  
28 Supporting Evidence as Exhibit 6, and identifies numerous walls in each and every American

1 Geotechnical map that materially deviate from the applicable height and tiered wall surcharge  
2 specifications. Those walls do not conform to the approved plans and specifications of the  
3 development design professionals, and are therefore not fit to be utilized for the use for which they  
4 were intended. Proof of the unfitness of the walls is the fact that several walls have failed, and in  
5 some instances have collapsed. I have also prepared three exemplar PowerPoint Presentations for  
6 Map 2 (*see* Exhibit 7 to the Appendix), Map 10 (*see* Exhibit 8 to the Appendix), and Map 16 (*see*  
7 Exhibit 9 to the Appendix) which demonstrate with particularity which walls are identified in the  
8 referenced American Geotechnical spreadsheet. That same level of detail exists as to each and  
9 every other map but for the sake of brevity PowerPoints have not been prepared for those maps.  
10 Please note also that it is my understanding that the City of Reno Building Permit which ends in  
11 number 279 includes the rockery walls that were the subject of litigation between Ryder Homes  
12 and Somerset Development. That permit also includes Somerset common area rockery walls.

13 27. Further, all of the Stantec letters are highly suspect, and raise genuine issues of  
14 material fact as to their veracity in stating that each and every wall is built in accordance with  
15 approved plans and specifications. The statements provided in the letters are not accurate as most  
16 of the walls within the development are not built in accordance with the plans and specifications,  
17 at a minimum as to height and surcharge. A preliminary count based on our review reveals that  
18 about 67 walls exceed the maximum allowable height of 10 feet and about 170 walls are multi-  
19 tiered configurations where no design was conducted to evaluate whether or not these  
20 configurations were actually stable. Each of the letters are identical except for the reference to  
21 permit and development location. None of the letters set forth the plans and specifications to  
22 which the author refers. The letters appear to have been prepared in bulk in December of 2006.  
23 Most importantly, the letters purport to confirm that obviously non-conforming walls are  
24 supposedly built in accordance with plans and specifications.

25 28. I am familiar with the American Institute of Architects definition of substantial  
26 completion as set forth in model contract A201, section 9.8. The definition is as follows:  
27 "Substantial Completion is the stage in the progress of the Work when the Work or designated  
28 portion thereof is sufficiently complete in accordance with the Contract Documents so that the

1 Owner can occupy or utilize the Work for its intended use.” I agree with that definition.

2 29. Based on the definition of substantial completion in the AIA document, and the  
3 purpose for which rockery walls are intended (engineered structures intended to be utilized for at  
4 least 50 years as functional retaining walls to provide support for building pads that support  
5 residential structures, commercial buildings, other building structures with human occupancy and  
6 other types of structures including infrastructure such as roadways, pipelines, etc.), it is my  
7 opinion that at a minimum the approximately 238 rockery walls identified in the American  
8 Geotechnical spreadsheet as non-conforming as to “height” and “surcharge” are not substantially  
9 complete. See page 11 of the American Geotechnical spreadsheet attached as Exhibit 6 to the  
10 accompanying Appendix.

11 30. It is also my opinion that given the material inaccuracy of the Stantec letters with  
12 respect to easily identifiable conditions such as “height” and tiered “surcharge” conditions, cast  
13 doubt as to whether all of the walls identified in the American Geotechnical December 2017  
14 report, are substantially complete.

15 31. The documents reviewed are shown in the maps and spreadsheet attached to the  
16 Appendix of Supporting Evidence. The maps and spreadsheet included provide site-wide  
17 information on all of the walls within the Somerset development common area along with the  
18 designers and other entities that were involved in the design and construction of the rockery walls.  
19 The maps and spreadsheet also include the various defects that were observed during our study.

20 32. As previously indicated, the design specifications clearly state that there could be  
21 no surcharge applied to any height rockery retaining wall. It is widely understood in the  
22 engineering and construction industry, that if a surcharge load is anticipated to be applied either  
23 behind or above a retaining structure, a reinforced earth structure would need to be designed to  
24 accommodate the surcharge loads. This usually entails a reinforced geogrid type retaining wall or  
25 a robust, structurally designed retaining structure that can adequately support the applied loads.

26 33. It is obvious on this project, that there was nothing done to accommodate multi-  
27 tiered retaining structures.

28 34. There are essentially four categories of walls. Walls that are below four (4) feet in

1 height are not included in this assessment. For the walls between four (4) feet and 10 feet in  
2 height, in order to determine whether or not they are in conformity with the plans and  
3 specifications it may require destructive testing to determine that conformity. Walls that are more  
4 than 10 feet in height are not substantially complete and obviously deviate from the plans and  
5 specifications because there are no plans calling for walls in excess of 10 feet. Walls which are  
6 multi-tiered also do not conform to the plans and specifications because those walls in many cases  
7 involve a surcharge load that was not allowed and therefore are not substantially complete.

8 35. The walls which have failed and have been repaired in accordance with sound  
9 engineering practice and design are in my opinion substantially complete and can now perform as  
10 intended for their use. Walls that have failed and are currently undergoing repair will be, in my  
11 opinion, substantially complete provided they are constructed in conformance with the approved  
12 repair plans.

13 36. In my opinion, the walls which are greater than 10 feet and the tiered walls with  
14 inadequate bench width imposing a surcharge materially deviate from the plans and specifications.  
15 As such, it renders the structures unstable and thereby not fit for the purpose for which they were  
16 intended. Specifically, being less likely to provide support for the stated infrastructure, homes and  
17 other structures for not less than 50 years. As such, the identified walls are not substantially  
18 complete.

19 I declare under penalty of perjury under the laws of the State of Nevada that the  
20 foregoing is true and correct.

21 **Affirmation:** The undersigned hereby affirms that the foregoing document does not  
22 contain the social security number of any person.

23 Executed April 25<sup>th</sup>, 2019 at Reno, Nevada.

24  
25   
26 EDRED T. MARSH

EXHIBIT 3

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EXHIBIT 3



**EDRED "TOM" MARSH**  
**Principal Geotechnical Engineer/Partner**

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**EMPLOYMENT HISTORY**

1988 – Present      **AMERICAN GEOTECHNICAL, INC.**  
San Diego, California

1988                    **CITY OF CORONADO**  
Coronado, California

**PROFESSIONAL REGISTRATIONS**

State of California, Registered Geotechnical Engineer, No. 2387, Issued February 20, 1998  
State of California, Registered Civil Engineer, No. 50315, Issued January 29, 1993  
State of Nevada, Registered Civil Engineer, No. 12149, Issued May 17, 1996  
State of Arizona, Registered Civil Engineer, No. 41710, Issued November 9, 2004  
State of Colorado, Registered Civil Engineer, No. 33623, Issued June 11, 1999  
State of Utah, Registered Civil Engineer, No. 9634699-2202, Issued January 12, 2016  
State of Texas, Registered Civil Engineer, No. 125647, Issued January 27, 2017  
State of Florida, Registered Civil Engineer, No. 82806, Issued April 4, 2017  
State of New Mexico, Registered Civil Engineer, No. 23961, Issued April 25, 2017

**PROFESSIONAL AFFILIATIONS**

ACI – American Concrete Institute  
ASCE - American Society of Civil Engineers  
ASTM – American Society for Testing and Materials International  
Chi Epsilon National Civil Engineering Honor Society  
PTI – Post-Tensioning Institute

**EDUCATION**

B.S. Civil Engineering from San Diego State University, San Diego, California

**Post-Graduate Studies**

- Advanced Foundation Engineering
- Advanced Soil Mechanics
- Open Channel Hydraulics
- Research Project on the Effect of Partial Wetting on Compacted Fills
- Waste and Wastewater Engineering

**Extended Studies** *(Partial List)*

- Cone Penetration Testing
- Design and Construction of Geosynthetic Reinforced Earth Retaining Walls
- Geosynthetics Application and Design
- Selection and Use of Pier Systems for Foundation Underpinning
- Soil Compaction Techniques
- Stability and performance of Slopes and Embankments II
- Strengthening of Concrete Structures with Carbon Fiber Strips
- UNLV- Concrete Problems, Investigative Techniques, Causes, and Solutions
- ACI – Troubleshooting Concrete Construction Problems

22725 Old Canal Road, Yorba Linda, CA 92887 - (714) 685-3900 - Fax (714) 685-3909  
2640 Financial Court, Suite A, San Diego, CA 92117 - (858) 450-4040 - Fax (858) 457-0814  
3100 Fite Circle, Suite 103, Sacramento, CA 95827 - (916) 368-2088 - Fax (916) 368-2188  
5600 Spring Mountain Road, Suite 201, Las Vegas, NV 89146 - (702) 562-5046 - Fax (702) 562-2457

## **SUMMARY OF EXPERIENCE**

Mr. Marsh is the Principal Geotechnical Engineer for American Geotechnical's San Diego and Las Vegas offices. During the course of his professional career, he has become an accomplished leader in the fields of geotechnical, civil, and forensic engineering. He has been involved with projects throughout the southwestern United States. Projects have included hillside developments, deep fill, expansive soil, and other sensitive soil sites, infrastructure design and construction consulting, liquefaction, and dynamic soil evaluations, slope stability, and landslide evaluation and stabilization, construction material corrosion assessments, concrete problem evaluations, and moisture intrusion studies, among others.

Management responsibilities primarily include training and supervising the engineering, geology, and support-level staff, supervising our soil laboratory, maintaining quality control and necessary licensing and educational information, reviewing proposals and reports, and planning and directing geotechnical and forensic investigations.

Technical abilities include an extensive knowledge of soil mechanics and foundation engineering and the latest problem solving techniques and experience related to settlement and expansive soil influence, analysis and design of earth retaining structures, landslide and slope stability, soil dynamics and earthquake engineering, subsurface exploration, soil sampling and in-situ testing, field instrumentation, moisture intrusion and drainage problems, and pavement and concrete problems.

Because of his expertise in geotechnical engineering and other related subjects, Mr. Marsh frequently gives educational presentations for both public and private groups and serves as a professional expert for dispute resolution.

## **Publications**

"The Importance of Communication in the Geotechnical Industry," Condo Management, 1992.

"Tri-Axial A-Value Versus Swell or Collapse For Compacted Soils," American Society of Civil Engineers, Journal of Geotechnical Engineering, July 1995.

"Common Causes of Retaining Wall Distress: Case Study," American Society of Civil Engineers, Journal of Performance of Constructed Facilities, Technical Council on Forensic Engineering, February 1996.

"Seepage and Salt Deposition at the Toe of a Fill Slope," Environmental & Engineering Geoscience, Spring 1996.

"Damage and Distortion Criteria for Residential Slab-on-Grade Structures," American Society of Civil Engineers, Journal of Performance of Constructed Facilities, Technical Council on Forensic Engineering, July 1999.

"Hydrogeology and Remediation of Shallow Groundwater conditions in Henderson, Las Vegas Valley, Nevada" AEG News, July 2007.

EDRED "TOM" MARSH  
RELEVANT PROJECTS

## REPRESENTATIVE PROJECTS

### RESIDENTIAL

Project	Location	Description
Club De Soleil	Las Vegas, NV	Multi-Unit Timeshare Development
Coke Street and Maggie Avenue Residential Development	Clark County, NV	20 Lot Residential Development and Associated Improvements
Hidden Glen Estates	El Cajon, CA	20 Lot Residential Development and Associated Improvements
La Costa Condominiums	La Costa, CA	42 Unit Condominium Development and Associated Improvements
Olive Hill Estates	Bonsall, CA	31 Lot Residential Development and Associated Improvements
Omni Court Residential Development	Las Vegas, NV	4 Lot Residential Development and Associated Improvements
Pointsettia Development	San Marcos, CA	61 Lot Residential Development and Associated Improvements
Sea Ranch Estates	Encinitas, CA	12 Lot Residential Development and Associated Improvements
Stanley Avenue and Kell Lane Apartment Development	Las Vegas, NV	40 Unit Apartment Development and Associated Improvements
Washington Hills	Escondido, CA	122 Lot Residential Development and Associated Improvements
Whispering Sands Development	Las Vegas, NV	22 Lot Residential Development and Associated Improvements

EDRED "TOM" MARSH  
RELEVANT PROJECTS

**COMMERCIAL/ INDUSTRIAL/ INSTITUTIONAL**

Project	Location	Description
Albertsons Retail Center	Vista, CA	Retail Shopping Center and Associated Improvements
Bigelow Aerospace Campus	North Las Vegas, NV	Aerospace Facility and Associated Improvements
Detention Basin - City of North Las Vegas	North Las Vegas, NV	Detention Basin
Folsom Factory Outlet	Folsom, CA	Outlet Shopping Mall and Associated Improvements
Foothill Shopping Center	Vista, CA	Retail Shopping Center and Associated Improvements
Haleva Commercial Development	Clark County, NV	Commercial Park and Associated Improvements
Lake Mead Commercial Park	North Las Vegas, NV	Commercial Park and Associated Improvements
New Hope Baptist Church	San Diego, CA	Church Structure and Associated Improvements
Pahrump Fire Station	Pahrump, NV	Fire Station and Associated Improvements
Red Rocks Fire Station	Red Rocks, NV	Fire Station and Associated Improvements
Roosevelt Avenue Hotel Project	National City, CA	Hotel Structure and Associated Improvements
William C. Herrick Community Medical Library	La Mesa, CA	Library and Associated Improvements

**INFRASTRUCTURE**

Project	Location	Description
Black Canyon Road and Sutherland Dam Connector Road	Escondido, CA	Roadway Expansion/Construction for the Reservation Transportation Authority
Elsinore Treatment Plant	Lake Elsinore, CA	Regional Water Management Facilities and Associated Improvements
Guatay Water Transmission Line Project - USDA	Gutay, CA	Construction of Waterline and Associated Improvements
Naval Training Center	San Diego, CA	Buildings and Associated Improvements
Navy Communications Tower	Point Loma, CA	Cabrillo Point Communications Tower
San Pasqual Reservation Roadway	Valley Center	Roadway Expansion and Associated Improvements
SAWPA Temescal Valley Regional Interceptor Project	Lake Elsinore and Corona, CA	SAWPA Sewer Pipeline Project and Associated Improvements
Temescal Valley Water Line Project	Lake Elsinore and Corona, CA	5 Reaches of the TVRI Waterline Pipeline Project and Associated Improvements

EDRED "TOM" MARSH  
RELEVANT PROJECTS

### SPECIAL PROJECTS/ AWARDS

Type	Location	Description
Contributor/ Founder	North Las Vegas, NV	Las Vegas Earth Fissure Preserve Southwest Section, Association of Environmental and Engineering Geologists
Guajome Ranch House Restoration Project	Oceanside, CA	California Preservation Foundation Design Award
Honorable Mention CAL GEO 2009/2010	San Clemente, CA	Seaview Estates Landslide Repair
Leo Cabrillo Ranch Restoration Project	Carlsbad, CA	Historic Site Restoration Project
Outstanding Project Award	Palm Desert, CA	Palm Desert YMCA Hydroconsolidation Treatment Project

### LANDSLIDE EVALUATIONS

Project	Location
Arroyo Avenue/ Comanche Street Landslide	Oceanside, CA
Big Rock Mesa Landslide	Malibu, CA
La Costa De Marbella Landslide	La Costa, CA
Mira La Paz Landslide	Rancho Bernardo, CA
Navajo Park Landslide	San Diego, CA
Niguel Summit Landslide	Laguna Niguel, CA
Oceana Mission Landslide	Oceanside, CA
Pegasus Landslide	Anaheim Hills, CA
Seaview Estates Landslide	San Clemente, CA

### EARTHQUAKE EVALUATIONS

Project	Location	Evaluations for
1994 - Northridge Earthquake ( $M_w$ 6.7)	Northern Los Angeles County, CA	Aetna, State Farm, Auto Club and Republic Insurance
2010 - Easter Earthquake (Sierra El Mayor EQ $M_w$ 7.2)	Imperial County, CA	Farmers Insurance and Parkside Condominiums

EDRED "TOM" MARSH  
RELEVANT PROJECTS

LITIGATION - DEFENSE

Case Name	Site Location	Representing
347 Romona v. 505 Hamilton	Palo Alto, CA	Builder/ Developer
Agharahimi v. Centex Homes	Temecula, CA	Grading Contractor
Aguilera v. Fiesta Homes	Romoland, CA	Builder/ Developer
Ashby v. AAA Paving	Riverside, CA	Builder/ Developer
Birch v. Custom Home Builders	Pacific Palisades, CA	Builder/ Developer
Bishop v. CNH Homes	San Jacinto, CA	Builder/ Developer
Black Mountain Ranch HOA v. Champion Homes, Inc.	Henderson, NV	Concrete Contractor
Buddy York v. Dunmore Homes	Las Vegas, NV	Concrete Contractor
Burch v. Custom Home Builders	Pacific Palisades, CA	Builder/ Developer
Calicho v. KB Home	Fontana, CA	Grading Contractor
Carlisle v. Pardee	Las Vegas, NV	Design Professional/ Geotechnical Engineer
Carson City Freeway Pase 1B, NDOT - Contract 3154	Carson City, NV	State Institution
Chandler Home	Las Vegas, NV	Pool Contractor
Chateau Calais/ LA Pacific Center	Henderson, NV	ADR case
Converse Consultants/ Horizon Communities	Las Vegas, NV	Design Professional/ Geotechnical Engineer
Daniel Lerner Legend Homes	Los Angeles, CA	General Contractor/ Builder
Deharo v. DR Horton	Beaumont, CA	Grading Contractor
Desert Collection	Indio, CA	Builder/Developer
Desert Pine Villas - KB Homes	Las Vegas, NV	ADR case
Desert Pine Villas - Picerne	Las Vegas, NV	ADR case
Eskridge v. Centex Homes	Mira Loma, CA	Grading Contractor
Ezele v. Reynen & Bardis	Rancho Murieta, CA	Grading Contractor
Flum v. Khovnanian	Corona, CA	Grading Contractor
Gothic v. Rinker	Las Vegas, NV	Grading Contractor
Jasmine Ranch - Common Areas	North Las Vegas, NV	ADR case
Kasbar v. Taylor Woodrow Homes	Chino Hills, CA	Grading Contractor
Lennar v. Consol	Henderson, NV	Builder/ Developer
Logan v. Capital Pacific	Murrieta, CA	Grading Contractor
Logan v. Capitol Pacific Holding	Murrieta, CA	Grading Contractor
Lynbrook Master Association v. The Gate LLC.	Las Vegas, NV	General Contractor

EDRED "TOM" MARSH  
RELEVANT PROJECTS

LITIGATION - DEFENSE

Case Name	Site Location	Representing
Mammoth Mountain (NAC v. Speiss Construction)	Mammoth Lakes, CA	General Contractor
MCP Industries v. Vadnais Corp.	Huntington Beach, CA	Design Professional/ Geotechnical Engineer
Monarch Estates HOA	Las Vegas, NV	ADR case
Moon v. Meadow Ridge	Las Vegas, NV	Builder/ Developer
Palay/ Bureau Veritas	Carlsbad, CA	Design Professional/ Geotechnical Engineer
Pippin Residence	Henderson, NV	Grading Contractor
Redburn v. JD Nelson Homes	Parkville, MO	Grading Contractor
Sari McNamee v. Kampgrounds of America	Las Vegas, NV	Personal Injury
Sun City Summerlin	Las Vegas, NV	Grading Contractor
Tanamera v. Fleur De Lis HOA	Reno, NV	Concrete Contractor and General Contractor
The Desert Collection	Indio, CA	Builder/ Developer
Tracy v. Halter Brothers	Henderson, NV	General Contractor
Van Daele Development Corp	Riverside, CA	Builder/ Developer
Wilshire Vermont	Los Angeles, CA	Design Professional/ Geotechnical Engineer

EDRED "TOM" MARSH  
RELEVANT PROJECTS

## LITIGATION - PLAINTIFF

Case Name	Site Location
Agresta v. Elkhorn Partners	Las Vegas, NV
Alcantara v. Palm Gardens	Las Vegas, NV
All American Golf Center v. Bentar Development	Las Vegas, NV
All American Golf Center v. Bentar Development	Las Vegas, NV
Allen/Autry v. KB Home Nevada	North Las Vegas, NV
Anthem Country Club v. Terravita Homes	Henderson, NV
Aspen Hills 2	North Las Vegas, NV
Balle v. Carina	Las Vegas, NV
Boddin Chung vs. California Pacific	San Diego, CA
Brookside Master Asn. V. Matthews Home, Inc.	Stockton, CA
Chambers v. Maya, LLC. DbA Avante Home	North Las Vegas, NV
Charles Heppler v. Nationwide Mutual Ins. Co.	San Diego, CA
Colorado Bay Club Owners Asn. v. Durable Homes, Inc.	Laughlin, NV
Copper Hill Condominium v. Ryland Homes of California	Livermore, CA
Dawson v. T&E Limited	Las Vegas, NV
Eddie Aguilar v. Westwind Mobile Home Park	West Sacramento, CA
Eddie Aguilar v. Westwind Mobile Home Park	West Sacramento, CA
El Escorial Owners Asn. V. Santa Barbara Villas	Santa Barbara, CA
Forman v. Caliber One Indemnity Co.	Henderson, NV
Gilardini v. D.R. Horton	Sparks, NV
Gilardini v. D.R. Horton	Sparks, NV
Hasan Ali v. Wildflower North	El Centro, CA
Highland Glen Homeowners Asn. V. Beazer Homes Holdings Corp.	Henderson, NV
Howard vs. Pardee Homes of Nevada	North Las Vegas, NV
Huntington Pier Colony Homeowners Asn. V. California Resorts/Haseko Assoc.	Huntington Beach, CA
Laura Tadmam v. Bailey Dutton	Reno, NV
Marcos and Maria Acosta v. Continental Residential Inc.	Herber, CA
Molina v. Celebrate Homes	North Las Vegas, NV

AA000379



EDRED "TOM" MARSH  
RELEVANT PROJECTS

## LITIGATION - PLAINTIFF

Case Name	Site Location
Panorama Towers	Las Vegas, NV
Pelican Point	Avila Beach, CA
PGA West Fairways Asn. v. Toll Bros., Inc.	Palm Desert, CA
Pham Residence	San Jose, CA
Planet Hollywood	Las Vegas, NV
Porter v. Richmond American Homes	North Las Vegas, NV
Pouk v. Taylor Woodrow Homes California	La Jolla, CA
Quail Ridge/Laughlin v. Comstock Development	Laughlin, NV
San Juan Hills Estates	San Juan Capistrano, CA
Scott Alanese v. Centex Homes of Nevada	Reno, NV
Seneca Falls Owners Asn. V. Seneca Falls, LLC.	North Las Vegas, NV
Sky Las Vegas	Las Vegas, NV
Spinnaker Bay Homeowners Asn. V. Durable Homes, Inc.	Laughlin, NV
Sun City MacDonald Ranch Com. Asn. V. Del Webb Com.	Henderson, NV
Tapatio II HOA v. Falcon Homes	Henderson, NV
University Ridge	Reno, NV
Victoria	Callexico, CA
Villagio HOA v. EPAC	San Clemente, CA
Vossler v. Fleetwood Home Center	Pahrump, NV
Webb v. Celebrate	Las Vegas, NV
Webb v. Celebrate Homes	Las Vegas, NV
William White v. Silverado Properties, Inc.	Mesquite, NV

AA000380

**AMERICAN GEOTECHNICAL, INC. CONTRACT FOR SERVICES - PART II: SCHEDULE OF FEES**
**PROFESSIONAL SERVICES**

Principal Engineer .....	275.00/hr
Principal Geologist .....	275.00/hr
Chief Engineer .....	250.00/hr
Chief Geologist .....	250.00/hr
Senior Engineer .....	220.00/hr
Senior Geologist .....	220.00/hr
Project Engineer .....	200.00/hr
Project Geologist .....	200.00/hr
Staff Engineer .....	175.00/hr
Staff Geologist .....	175.00/hr
Laboratory Manager .....	150.00/hr
Senior Technician Services .....	140.00/hr
Field Technician Services .....	125.00/hr
Laboratory Technician Services .....	100.00/hr
Field Assistant .....	100.00/hr
Technical Illustrator .....	110.00/hr
Office Services .....	90.00/hr
Labor Compliance Services .....	200.00/hr
Client Information Services .....	200.00/hr

**SPECIAL EQUIPMENT**

Inclinometer Pipe & Materials .....	15.00/ft
Piezometer Pipe & Materials .....	10.00/ft
Shelby Tubes .....	120.00/ea
3 Inch Drive Tube (knocker) .....	50.00/ea
Sample Cutter .....	85.00/ea
Concrete/Pavement Coring Machine .....	45.00/hr
Sinco Tilt Plate and Cover .....	410.00/ea
Applied Geomechanics High Sensitivity Tilt Meter Monitoring .....	275.00/dy
Applied Geomechanics Tilt Meter Probe of Sinco Fixed Inclinometer Monitoring .....	75.00/dy
Shelby Tube-Re-tip .....	75.00/ea
Thin Wall Tip (thin ring) .....	120.00/ea
Thin Wall Re-tip .....	75.00/ea
Thick Wall Tip (thick ring) .....	165.00/ea
Thick Wall Re-tip .....	105.00/ea
Sinco Inclinometer/Tilt Plate Monitoring .....	140.00/dy
Floor-Level Survey (Manometer) .....	25.00/dy
Single Use Crack Gauge .....	50.00/ea
Concrete Slab Relative Humidity .....	30.00/ea
Crack Pin Monuments .....	70.00/set
Moisture Dome & Material .....	30.00/ea
Extensometer Monuments (2) .....	85.00/set
Extensometer/Crack Pin Monitoring Device .....	50.00/dy
Vibrating Wire Piezometer – 50 ft .....	500.00/ea
Vibrating Wire Piezometer – 100 ft .....	550.00/ea
Vibrating Wire Piezometer – 150 ft .....	600.00/ea
Multi-gas Monitor .....	50.00/dy
Crack Monitor .....	25.00/ea
Thin Wall Sampling Adapter .....	450.00/ea
Thin Wall Split Tube – 21" .....	750.00/ea
1" Sampling Tubes .....	20.00/ea
Pneumatic Piezometer 50' .....	275.00/ea
Pneumatic Piezometer 100' .....	325.00/ea
Pneumatic Piezometer 150' .....	400.00/ea
Nuclear Gauge Rental Fee .....	25.00/dy
Ground Penetrating Radar – half day .....	900.00/dy
Ground Penetrating Radar – full day .....	1800.00/dy

wpdata/contract templates/FEE SCHEDULE Jan 2018 L-18

22725 Old Canal Road, Yorba Linda, CA 92887 - (714) 685-3900 - FAX (714) 685-3909  
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 3100 Fite Circle, Suite 103, Sacramento, CA 95827 - (916) 368-2088 - FAX (916) 368-2188  
 5600 Spring Mountain Road, Suite 201, Las Vegas, NV 89146 - (702) 562-5046 - FAX (702) 562-2457

date  
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# **LABORATORY TEST SERVICES – SOIL AND AGGREGATE**

(per test unless otherwise indicated)

Moisture Content (D2216/CT216)	30.00
Moisture Density and Dry Unit Weight: (Rings)	40.00
Moisture Density and Dry Unit Weight: (Shelby Tubes)	90.00
Atterberg Limits (D4318)	220.00
Visual and Tactile Classification (D2488)	25.00
Particle Size Distribution (D1140)	250.00
Particle Size Distribution/Hydrometer Combined (D1140 & D422)	375.00
Hydrometer Analysis (D422)	175.00
#200 Wash (C117, D1140)	200.00
Specific Gravity - Soils (D854)	140.00
Specific Gravity - Bulk (Wax Method D1188)	140.00
Specific Gravity & Absorption of Coarse Aggregate (C127/CT206)	175.00
Specific Gravity & Absorption of Fine Aggregate (C128/CT207)	160.00
Sand Equivalent (D2419/CT217)	150.00
Swell or Collapse (Intact Air-Dry, HUD)	110.00
Swell or Collapse (Remolded Air-Dry, HUD)	150.00
Swell or Collapse (Intact Nevada Amendments)	120.00
Swell or Collapse (Remolded Nevada Amendments)	150.00
Expansion Index (D4829)	200.00
Maximum Density (D1557-4")	300.00
Maximum Density (D1557-6")	400.00
Maximum Wet Density (CT216)	300.00
Maximum Density (check point)	100.00
Direct Shear: Quick, per point	150.00
Direct Shear: Slow, per point	200.00
Direct Shear: Quick, per point (remolded)	200.00
Direct Shear: Slow, per point (remolded)	250.00
Consolidation, Time (D2435) 1 load test	300.00
Consolidation, Not Time Monitored (8-10 pt. Incremental)	300.00
Torsional Shear (D6467), per point	450.00
Special Sample Processing	25.00
Moisture Density - Bulk	150.00
Rock Correction	150.00
Minimum Density	300.00
Unit Weight-Aggregates (C29/CT212)	150.00
Hydro-Response (remolded) Swell or Collapse	200.00
Hydro-Response (Intact) Swell or Collapse	150.00
Hydro-Response (Intact-Air Dry) Swell or Collapse	150.00
Organic Impurities – Fine Aggregates (C40/CT213)	100.00
Organic Analysis-Soil (D2974)	110.00
Apparent Specific Gravity of Fine Aggregate (CT208)	195.00
Clay Lumps & Friable Particles (C142)	165.00
Soil Suction Test (ASTM D6836)	50.00
Plasticity Index (D424/CT204)	255.00
Particle-Size Distribution-ret. on #200 (C136/CT202)	200.00
CBR – Soil (D1883)	280.00
CBR – Base	370.00
Cleanliness Value (CT227)	180.00
Carbonation Test	30.00
Core Measurements/Photos	60.00
Porosity (ASTM C642-06)	150.00
Permeability Test (2434)	305.00
Outside Laboratory	Cost + 20%



date  
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### **CHEMICAL PROPERTIES**

(per test unless otherwise indicated)

Sulfates .....	60.00
Chlorides .....	60.00
pH .....	55.00
Resistivity .....	80.00
Corrosivity (So <sub>4</sub> , Cl, pH and Resistivity) .....	250.00
pH (ASTM F710-11) .....	15.00
Acid Soluble Chloride (ASTM C1152) .....	200.00
Resistivity and pH (ASTM method) .....	100.00
Full Corrosivity (EPA) .....	Cost + 20%

### **CONCRETE**

Concrete Cylinder Compression test (C39/CTM521) .....	30.00/ea
Concrete Cylinder Compression test - capped (C39/CTM521) .....	50.00/ea
Concrete Flexural Strength - Beams (C78/CTM523) .....	100.00/ea
Concrete Cylinder Compression test w/Modulus of Elasticity (C469) .....	550.00/ea
Concrete Cylinder Compression Test Lightweight Concrete (C495) .....	30.00/ea
Concrete/Shotcrete/Gunite Cores 6" max. Diameter includes trim. (C42) .....	35.00/ea
Unit Weight of Hardened Light Weight Concrete (C567) .....	40.00/ea
Unit Weight of Hardened Light Weight Concrete - oven dry (C567) .....	110.00/ea
Lightweight Fill Concrete Density (C495) .....	40.00/ea
Density (Unit Weight) of Concrete (C138/CTM518) .....	35.00/ea
Air Content of Concrete, Pressure Method (C231/CTM504) .....	35.00/ea
Air Content of Concrete, Volumetric Method (C173/CTM543) .....	35.00/ea
Density Absorption/Voids in Hardened Concrete (C642) .....	200.00/ea

### **MASONRY**

Mortar Cylinder Compression Test - 2"x4" (C780) .....	40.00/ea
Mortar Cubes Compression Test - 2"x2" (C109) .....	40.00/ea
Grout Cylinder Compression Test - 3"x6" (C1019) .....	40.00/ea
Grouted Prism Compression - Masonry Assemblage (C1314) .....	150.00/ea
Moisture Content as received (C140) .....	55.00/ea
Measurements (C140) .....	35.00/ea
Compression 8"x8"x16", 3 required (C140) .....	70.00/ea
Masonry Core - Compression (C42) .....	60.00/ea
In Laboratory Core Cutting .....	55.00/ea

### **BRICK (C67)**

Compression .....	45.00/ea
Modulus of Rupture .....	55.00/ea
Absorption, Soak or Boil .....	35.00/ea
Absorption, Saturation Coefficient .....	45.00/ea
Initial Rate of Absorption .....	45.00/ea

### **ASPHALT CONCRETE**

(per test unless otherwise indicated)

Maximum Density (Hveem D1561) .....	400.00/ea
Maximum Density (Marshall D6926) .....	300.00/ea
Thickness of core samples .....	20.00/ea
Density of core samples .....	55.00/ea
Binder Content (Ignition Oven Method CT382/D6307/T308) .....	350.00/ea
Gradation of Extracted Aggregate (including wash) CT202/C136 .....	100.00/ea

date  
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All billing rates will be reviewed annually at the end of each calendar year and may be subject to change depending on market conditions, prevailing wage determinations, and other variables.

As referenced in the Standard Form Agreement, Contract Part III, which is incorporated herein as though fully set forth, the rates of this fee schedule reflect a limitation of liability clause. The other terms and conditions described therein are applicable to all fees, charges, and services rendered and should be considered a part of this Schedule of Fees.

Executive professional will be charged at a rate of \$375.00 per hour, with deposition, arbitration, and trial testimony at \$480.00 per hour (minimum charge of 15 minutes or \$120.00 will apply). Principal professional will be charged at a rate of \$450.00 per hour for deposition, arbitration and trial testimony.

Deposition, arbitration, and trial appearances will be charged at a rate of \$400.00 per hour for professional staff, and \$325.00 per hour for all other staff.

Field inspections will be charged at hourly Fee Schedule rates, assuming a 48-hour notice is given. Field inspections will be charged at 1.5 times the hourly Fee Schedule rates, if less than a 48-hour notice is given. Field inspections will be charged at 2.0 times the hourly Fee Schedule rates if less than a 24-hour notice is given; however, inspection services cannot be guaranteed with less than a 24-hour notice.

Ring, soil, concrete, and other samples will be stored in five-gallon plastic units. A one-time set-up/inventory fee of \$25.00 will be charged per bucket. On completion of testing, at the Client's option, the Client shall, at Client's expense, arrange to pick up all remaining samples from the offices of American Geotechnical. Samples will be disposed of after 120 days unless other arrangements are made in writing by the Client.

Charges for additional services such as scanning, plotting, laminating, etc., will be charged at standard American Geotechnical rates which will be provided upon request.

Travel time, required to provide services, will be charged at the listed rate for the personnel providing the service. The minimum charge for field services will be two (2) hours. Time in excess of eight hours per day and time after 6:00 pm will be charged at 1.50 times the regular rates.

Outside services, subcontract costs, and other expenses will be charged on a cost plus 20 percent basis. Charges for special equipment, testing, and/or services will be by arrangement in accordance with the above fees on a unit and/or cost plus 20 percent basis. Unless otherwise stated, proposals are valid for 45 days from the date thereon.

File No.

Fee Schedule [L-18] Subject to Change Upon Notice

**AMERICAN GEOTECHNICAL, INC. CONTRACT FOR SERVICES - PART III: STANDARD FORM AGREEMENT**

1. The Client will make available to AG all information regarding existing conditions and proposed uses at the site. The information shall include but not be limited to building plans, topographic and geologic maps, reports, historical information, test results, notes, and data. The Client authorizes AG to use all information supplied, agrees AG will not be liable for any incorrect advice, judgment or decision related to failure to provide information, incomplete information, or inaccurate information furnished by Client. AG agrees to backfill, patch, or otherwise restore areas of exploration. Client accepts that where destructive testing is conducted, restored conditions may not match prior conditions. The Client will be responsible for obtaining and paying for any permits related to new construction, repairs, and/or investigation of the site.
2. AG agrees to provide its advice, conclusions and recommendations based on factors such as information supplied by the Client, exploration, testing, analysis, and judgment. Client accepts that other consultants could provide different advice, conclusions and recommendations and that AG does not provide a warranty or guaranty, expressed or implied. Neither AG nor the Client shall transfer the obligations and rights under this Contract without prior written consent of the other party.
3. The entire AG project file will remain the business records of AG. All reports, maps, data, etc., forwarded to the Client and paid for by the Client remain the property of the Client. AG agrees to provide additional copies on request at reasonable costs.
4. Since proposals for consulting by AG are based upon investigation and/or testing and/or analysis yet to be conducted, the word "estimate" by AG should be interpreted as "best guess." Normally, costs will not exceed 25 percent of the total estimate without prior authorization. When unanticipated conditions are encountered which indicate to AG that costs will likely be greater than 25 percent over the estimate, additional authorization will be requested. AG estimates of costs for services do not include responses to requests for additional information by cities or other parties, meetings, mediations, trials, exhibits, etc.
5. This Contract may be terminated by either party by tendering written notice to the other party. This Contract may be terminated by either party for any reason including the discovery of unanticipated conditions. If Client terminates the Contract, the Client agrees to pay for the services rendered to date including reasonable costs for AG terminating subcontractors and testing, abandoning and/or restoring investigation sites, putting the AG file in order and discarding samples. AG reserves the right not to proceed with services until such time as retainers are received and payments for previous services are current. This Contract can only be modified by mutual agreement in writing. Any provision of this Contract later deemed unlawful shall be stricken from the Contract and shall not invalidate the remaining provisions.
6. AG shall have a lien, and Client hereby grants a lien, on client's cause(s) of action, judgment, settlement, property, and all amounts due or to be paid or which become due client, for all unpaid fees from the inception of the project, including all subcontract or other expenses advanced by AG per the Schedule of Fees. AG reserves the right to file a notice of lien in any lawsuit filed by client. Client agrees to pay in full all amounts owed to AG from the first distribution of any funds recovered by or on behalf of client, and hereby authorizes and instructs client's attorney to pay in full all amounts owed AG from the first distribution of any funds recovered by or on behalf of client.
7. **ATTORNEYS' FEES AND COSTS:** If any action or proceeding is instituted by any person to enforce or interpret the provisions hereof, the prevailing party in such action or proceeding shall be entitled to recover from the other party or parties its costs and expenses incurred in connection therewith including, without limitation, reasonable attorneys' fees and the costs and expenses of litigation or other related action.
8. **LIMITATION OF LIABILITY:** Client agrees to limit all liabilities, claims for damages, costs of defense, and other expenses levied against AG due to alleged defect, errors, omissions, and/or professional negligence to \$25,000 or AG's professional fees, whichever is greater. If Client desires to increase the limit on liability, please indicate by initialing the option below which includes an increase in fees.

       I prefer to pay an additional 25 percent above this fixed fee quoted or 25 percent above the rates on the Schedule of Fees (whichever is applicable) for a total limit on liability up to one million dollars. The increase in fee should not be construed as insurance. The increase in fee is solely the result of increased risk to AG.

File No.

Fee Schedule [L-18] Subject to Change Upon Notice

22725 Old Canal Road, Yorba Linda, CA 92887 - (714) 685-3900 - FAX (714) 685-3909  
2640 Financial Court, Suite A, San Diego, CA 92117 - (858) 450-4040 - FAX (858) 457-0814  
3100 Fite Circle, Suite 103, Sacramento, CA 95827 - (916) 368-2088 - FAX (916) 368-2188  
5600 Spring Mountain Road, Suite 201, Las Vegas, NV 89146 - (702) 562-5046 - FAX (702) 562-2457

**AA000385**

Trial Testimony of Edred T. Marsh  
1990 - Present

TRIAL TESTIMONY				
File No.	Project Name	Case Name/ Number	Trial Date	Project Location
1	40009-01 Colorado Bay	Colorado Bay Club Owners Asn. v. Durable Homes, Inc.	11/26/2001	Laughlin, NV
2	22614-01 Courtyard @ Carmel Mountain Ranch		7/15/2002	San Diego, CA
3	80147-02 Craig Ranch	Schuetz v. Beazer Homes Holdings Corp.	2/3/2003	North Las Vegas, NV
4	40086-01 Callaway Golf Center	All American Golf Center v. Bentar Development	3/6/2003	Las Vegas, NV
5	80092-01 Spyglass Terrace	Forman v. Caliber One Indemnity Co.	5/5/2003	Henderson, NV
6	60322-01 El Escorial	El Escorial Owners Asn. v. Santa Barbara Villas	12/22/2003	Santa Barbara, CA
7	22446-02 Philion Residence	Philion v. Schoenfelder-Sylvestre Construction	2/2/2004	Rancho Santa Fe, CA
8	22776-2 Van Houton Residence	Van Houton v. Voshell and Del Star Construction	11/9/2005	El Cajon, CA
9	40199-01 University Ridge		1/3/2006	Reno, NV
10	40102-01 Highland Glen	Highland Glen Homeowners Asn. v. Beaser Homes Holdings Corp.	1/12/2007	Henderson, NV
11	23316-01 Valenzuela vs. County of San Diego	Valenzuela v. County of San Diego	5/12/2009	Bonita, CA
12	23238-01 Mission Self Storage	Mission Self Storage, LLC v. San Diego Contractors, Inc.	6/8/2009	San Marcos, CA
13	40039-21 Webb vs. Celebrate	Webb v. Celebrate	7/8/2009	Las Vegas, NV
14	40366-01 Kreider Residence	McDonald and Kreider v. Pardee Homes of Nevada	6/14/2010	Las Vegas, NV
15	23501-01 PGA West	PGA West Fairways Asn. v. Toll Bros., Inc.	7/20/2010	Palm Desert, CA
16	33232-01 Arakaki vs. Hollydale	Arakaki v. Hollydale	8/16/2010	Brea, CA
17	33194-01 Aguirre, et al v. Advanced Group et al.	Aguirre, et al v. Advanced Group et al.	11/10/2010	San Juan Capistrano, CA
18	40309-01 Casero Ranch	Gilardini v. D.R. Horton	3/14/2012	Sparks, NV
19	40258-30 Williams Residence - Fiesta Del Norte	Brian Williams v. Pardee Homes of Nevada	3/27/2012	North Las Vegas, NV
20	80558-01 Westwind Estates	Eddie Aguilar v. Westwind Mobile Home Park	7/24/2012	West Sacramento, CA
21	40198-02 Sandstone Ridge	Porter v. Richmond American Homes	8/28/2012	North Las Vegas, NV
22	23730-01 Para v. DR Horton	Marcos and Maria Acosta v. Continental Residential Inc. - ARBITRATION	6/4/2013	Herber, CA
23	23623-10 Dickerson Residence	William Dickerson v. Perry & Papenhausen, Inc.	8/8/2013	Coronado, CA
24	50225-02 Coldwater Springs	Hall v. Fulton - ARBITRATION	11/11/2014	Avondale, AZ
25	40495-01 Cottage Hill	Barr v. Peake Development	3/12-13/2015	Laughlin, NV
26	50237-01 Sunset Vista	DeSouza V. Elliott Homes - ARBITRATION	1/4/2016	Buckeye, AZ
27	23931-01 Horst & Christa Kriebel Trust	ARBITRATION	3/25/2016	La Jolla, CA
28	80710-01 Gopper Gate	Copper Gate Homeowners Asn v Western Pacific Housing, Inc. - ARBITRATION	10/26-28/2016	Brentwood, CA
29	80624-01 Ballesteros	Ballesteros v. Griffin Industries, Inc. - ARBITRATION	01/09-10/17	Sacramento, CA
30	40499-11 Engellen	Engellen v. DR Horton Inc.	10/18-20/17	Las Vegas, NV
31	40206-01 Stetson Valley	ARBITRATION	4/17/2018	Phoenix, AZ

AA000386



**Deposition Testimony of Edred T. Marsh**  
**1990 - Present**

DEPOSITIONS					
File No.	Project Name	Case Name/ Number	Volume No.	Deposition Date	Project Location
1	20593-01 Pacific Raquet Club	Pacific Raquet Club Townhomes Homeowners Asn. V. McKellar Development Corp.	1	02/12/90	San Diego, CA
2	21606-01 Missouri Street Condominiums		1	04/20/95	San Diego, CA
3	21647-01 House Property	The M. House Family v. Watt Investment Properties, Inc.	1	03/15/95	Chula Vista, CA
-	21647-01 House Property	The M. House Family v. Watt Investment Properties, Inc.	2	04/17/96	Chula Vista, CA
-	21647-01 House Property	The M. House Family v. Watt Investment Properties, Inc.	3	04/25/96	Chula Vista, CA
4	21518-01 Ventana Condominiums	La Jolla Alta Common Council No. 3 v. Sickles	1	11/06/96	La Jolla, CA
-	21518-01 Ventana Condominiums	La Jolla Alta Common Council No. 3 v. Sickles	2	11/15/96	La Jolla, CA
5	21024-01 Crestmont	Charles Hepler v. Nationwide Mutual Ins. Co.	1	02/27/97	San Diego, CA
6	21898-01 Claunch Residence	Sandie Claunch v. Cory and Pamela Duncan	1	03/13/97	Vista, CA
7	21350-01 Holowachuck Residence	Holowachuck v. Seascope Shores Management Corp.	1	03/20/97	Solana Beach, CA
-	21350-01 Holowachuck Residence	Holowachuck v. Seascope Shores Management Corp.	2	04/11/97	Solana Beach, CA
8	21957-01 Labaer Residence	City of Escondido v. Gary Labaer	1	06/26/97	Escondido, CA
9	21902-01 Kourie Residence	Unity Corp. v. Hannah Jarson	1	07/01/97	Fairbanks Ranch, CA
10	21788-01 Fuller Residence	Donald Fuller MD v. Fargo Industries	1	07/16/97	Del Mar, CA
11	21723-01 St. Croix Development	Randolph & Leslie Alexander v. J.M. Peters, Inc.	1	07/31/97	San Diego, CA
12	21530-01 Villagio	Villagio HOA v. EPAC	1	08/15/97	San Clemente, CA
-	21530-01 Villagio	Villagio HOA v. EPAC	2	09/17/97	San Clemente, CA
-	21723-01 St. Croix Development	Randolph & Leslie Alexander v. J.M. Peters, Inc.	2	09/17/97	San Clemente, CA
13	21849-01 Cummings Residence	Bill T. Cummings v. Jim Ford	1	04/17/98	Solana Beach, CA
-	21024-01 Crestmont	Charles Hepler v. Nationwide Mutual Ins. Co.	2	06/18/98	San Diego, CA
14	21588-01 Rancho Montecito	Fred and Carmen Eckman v. The Lyon Native Sun Assoc.	1	07/01/98	Vista, CA
15	21797-01 Vilamoura	Vilamoura Homeowners Asn. V. UDC Homes, Inc.	1	08/26/98	San Clemente, CA
-	21797-01 Vilamoura	Vilamoura Homeowners Asn. V. UDC Homes, Inc.	2	09/17/98	San Clemente, CA
16	80085-01 Flamingo Heights	Dawson v. T&E Limited	1	10/06/98	Las Vegas, NV
-	80085-01 Flamingo Heights	Dawson v. T&E Limited	2	10/07/98	Las Vegas, NV
-	80085-01 Flamingo Heights	Dawson v. T&E Limited	3	10/27/98	Las Vegas, NV
17	22010-01 Sunrise Ranch	Jim Francis v. Connole Construction Co., Inc.	1	12/02/98	Poway, CA
-	22010-01 Sunrise Ranch	Jim Francis v. Connole Construction Co., Inc.	2	01/06/99	Poway, CA
-	22010-01 Sunrise Ranch	Jim Francis v. Connole Construction Co., Inc.	3	03/26/99	Poway, CA
18	60291-01 Pelican Point	Jim Francis v. Connole Construction Co., Inc.	1	08/17/99	Avila Beach, CA
-	60291-01 Pelican Point		2	08/18/99	Avila Beach, CA
19	80106-01 Parade Development		1	10/04/99	Las Vegas, NV
-	80106-01 Parade Development		2	10/05/99	Las Vegas, NV
-	80106-01 Parade Development		3	10/18/99	Las Vegas, NV
20	31656 H.B. Pier Colony	Huntington Pier Colony Homeowners Asn. V. California Resorts/Haseko Assoc.	1	10/22/99	Huntington Beach, CA
21	22258-01 Krahel Residence	William Kahel v. Jorgensen Builders, Inc.	1	07/17/00	Rancho Santa Fe, CA
22	80107 The Falls at Hidden Canyon	The Falls at Hidden Canyon v. Capital Pacific Homes, Inc.	1	09/26/00	North Las Vegas, NV
-	80107 The Falls at Hidden Canyon	The Falls at Hidden Canyon v. Capital Pacific Homes, Inc.	2	10/16/00	North Las Vegas, NV
-	80107 The Falls at Hidden Canyon	The Falls at Hidden Canyon v. Capital Pacific Homes, Inc.	3	10/17/00	North Las Vegas, NV
23	40030-03 Pecos Creek	Pecos Creek Homeowners Asn. v. Saratoga Homes, LTD.	1	01/08/01	North Las Vegas, NV
24	80132-01 Admirals Point	Admirals Point Homeowners Asn. v. Vegas General Construction	1	01/17/01	Las Vegas, NV
25	40021-01 Inco/GreyStone	Jose Alamillo v. Greystone Homes	1	01/29/01	North Las Vegas, NV
26	22408-01 Golden Residence	Dale Folden v. Russell Penniman	1	02/28/01	Rancho Santa Fe, CA
27	40009-01 Colorado Bay	Colorado Bay Club Owners Asn. v. Durable Homes, Inc.	1	03/06/01	Laughlin, NV
-	80107-03 The Falls at Hidden Canyon	The Falls at Hidden Canyon v. Capital Pacific Homes, Inc.	4	04/19/01	North Las Vegas, NV
28	40012-01 Ironwood Development	Ironwood HOA v. Robert V. Jones Corp.	1	05/07/01	Las Vegas, NV
29	40013-01 Spinnaker Bay	Spinnaker Bay Homeowners Asn. V. Durable Homes, Inc.	1	05/21/01	Laughlin, NV
30	80092-02 Spyglass Terrace	Glen Forman v. Caliber One Indemnity Co.	1	10/02/01	Henderson, NV
31	80146-01 South Bay HOA		1	10/08/01	Laughlin, NV
32	80142-01 Gowen Estates	Ewing v. Rhodes Design and Development	1	11/12/01	Las Vegas, NV
33	80180-01 Palm Canyon	Dennis & Nicole Ewing v. Rhodes Design and Development Corp.	1	11/12/01	Henderson, NV
34	80147-02 Craig Ranch	Schuetz v. Beazer Homes Holdings Corp.	1	11/19/01	North Las Vegas, NV
-	80147-02 Craig Ranch	Schuetz v. Beazer Homes Holdings Corp.	2	11/20/01	North Las Vegas, NV

AA000387



**Deposition Testimony of Edred T. Marsh**  
1990 - Present

DEPOSITIONS						
	File No.	Project Name	Case Name/ Number	Volume No.	Deposition Date	Project Location
-	80147-02	Craig Ranch	Schuette v. Beazer Homes Holdings Corp.	3	12/17/01	North Las Vegas, NV
-	80092-02	Spyglass Terrace aka Promontory Point	Glenn Forman v. Caliber One Indemnity Co.	2	03/19/02	Henderson, NV
35	22501-01	Coates Residence	Coates v. Craftsman Foundation Repair	1	03/22/02	Oceanside, CA
36	40104-01	Gowan Estates	Eising v. Santa Fe Village One Limited Partnership	1	04/08/02	North Las Vegas, NV
-	40104-01	Gowan Estates	Eising v. Santa Fe Village One Limited Partnership	2	04/23/02	North Las Vegas, NV
37	80138-02	Palm Gardens	Alcantara v. Palm Gardens	1	04/29/02	Las Vegas, NV
-	80138-02	Palm Gardens	Alcantara v. Palm Gardens	2	04/30/02	Las Vegas, NV
-	80147-02	Craig Ranch	Schuette v. Beazer Homes Holdings Corp.	4	07/29/02	North Las Vegas, NV
38	60322-01	El Escorial	El Escorial Owners Asn. V. Santa Barbara Villas	1	12/17/02	Santa Barbara, CA
39	40086-01	Callaway Golf Center	All American Golf Center v. Benlar Development	1	01/29/03	Las Vegas, NV
-	80092-02	Spyglass Terrace aka Promontory Point	Glenn Forman v. Caliber One Indemnity Co.	3	01/29/03	Henderson, NV
-	40086-01	Callaway Golf Center	All American Golf Center v. Benlar Development	2	01/30/03	Las Vegas, NV
-	80092-02	Spyglass Terrace aka Promontory Point	Glenn Forman v. Caliber One Indemnity Co.	4	01/30/03	Henderson, NV
40	40008-01	Hidden Canyon	Culbertson v. Capital Pacific Homes, Inc.	1	03/10/03	Las Vegas, NV
41	40023-01	Summit Hills	Summit Hills v. Saxton, Inc.	1	03/17/03	Las Vegas, NV
-	40023-01	Summit Hills	Summit Hills v. Saxton, Inc.	2	03/18/03	Las Vegas, NV
-	40008-01	Hidden Canyon	Culbertson v. Capital Pacific Homes, Inc.	2	04/07/03	Las Vegas, NV
42	32084	San Juan Hills Estates		1/1/1900	04/17/03	San Juan Capistrano, CA
-	40023-01	Summit Hills	Summit Hills v. Saxton, Inc.	3	04/28/03	Las Vegas, NV
43	40001-01	Meadows at Elkhorn	Agresta v. Elkhorn Partners	1	06/09/03	Las Vegas, NV
44	22446-01	Philon Residence	Philon v. Schoenfelder -Sylvester Const.	1	06/26/03	Rancho Santa Fe, CA
-	22446-01	Philon Residence	Philon v. Schoenfelder -Sylvester Const.	2	07/09/03	Rancho Santa Fe, CA
-	80138-02	Palm Gardens	Alcantara v. Palm Gardens	3	07/21/03	Las Vegas, NV
45	40016-01	Sufter Creek	Alvarez v. Saxton, Inc.	1	09/08/03	North Las Vegas, NV
46	80148-01	Windmill	Michael & Patty Dewey v. Woodside Homes of Nevada, Inc.	1	09/10/03	Paradise, NV
-	40001-01	Meadows at Elkhorn	Agresta v. Elkhorn Partners	2	09/15/03	Las Vegas, NV
47	40120-01	Mariposa	Mariposa Comm. Asn., Inc. v. Mariposa Properties Limited Partnership	1	04/26/04	Las Vegas, NV
-	40001-01	Meadows at Elkhorn	Agresta v. Elkhorn Partners	3	05/25/04	Las Vegas, NV
-	40001-01	Meadows at Elkhorn	Agresta v. Elkhorn Partners	4	06/21/04	Las Vegas, NV
48	22807-01	Onyegbule vs. Shapell	Onyegbule vs. Shapell	1	07/06/04	San Diego, CA
49	40121-01	Terrasanta	Terrasanta Condominium Ssn., Inc. v. Frey Dev. Corp.	1	07/12/04	Clark County, NV
50	40126-10	Bryla Residence - Preserves Development	Bryla vs. Rhodes Homes	1	07/13/04	Las Vegas, NV
-	40001-01	Meadows at Elkhorn	Agresta v. Elkhorn Partners	5	07/26/04	Las Vegas, NV
51	22579-01	Sekermestrovich vs. Col Rich	Agresta v. Elkhorn Partners	1	08/06/04	Temecula, CA
52	22710-01	Scripps Legacy	Boddin Chung vs. California Pacific	1	08/18/04	San Diego, CA
-	22710-01	Scripps Legacy	Boddin Chung vs. California Pacific	2	08/19/04	San Diego, CA
53	22806-01	Winterbottom vs. Forecast	Winterbottom vs. Forecast	1	08/24/04	Oceanside, CA
-	22806-01	Winterbottom vs. Forecast	Winterbottom vs. Forecast	2	08/25/04	Oceanside, CA
54	40128-01	Santa Margarita	Santa Margarita v. Robert V. Jones Corporation	1	08/30/04	Las Vegas, NV
55	40123-01	Black Mountain	Black Mountain Owners Assn. v. Trustee Development, Inc.	1	10/05/04	Henderson, NV
56	22817-01	Atlano vs. Trimark Development	Atlano vs. Trimark Development	1	11/22/04	Corona, CA
-	40016-01	Sufter Creek	Alvarez v. Saxton, Inc.	2	01/10/05	North Las Vegas, NV
-	40016-01	Sufter Creek	Alvarez v. Saxton, Inc.	3	02/08/05	North Las Vegas, NV
-	40016-01	Sufter Creek	Alvarez v. Saxton, Inc.	4	02/28/05	North Las Vegas, NV
57	22776-10	Van Houton	Van Houton v. Voshell & Del Star Constr.	1	04/15/05	El Cajon, CA
-	40035-04	Common Areas of Grand Legacy		1	08/01/05	Henderson, NV
58	40035-04	Common Areas of Grand Legacy		2	08/24/05	Henderson, NV
59	40010-01	Rio Vista	Berman v. US Homes Corporation	1	09/06/05	Las Vegas, NV
-	40010-01	Rio Vista	Berman v. US Homes Corporation	2	09/07/05	Las Vegas, NV
-	40030-03	Pecos Creek	Pecos Creek Homeowners Asn. v. Saratoga Homes, LTD.	2	09/12/05	North Las Vegas, NV
60	80176-02	Del Prado	McGough v. Real Homes, Inc.	1	09/20/05	North Las Vegas, NV
61	40084-10	Diamond Pointe (Richmond American)	Aguirre v. Richmond American	1	09/26/05	Las Vegas, NV
62	22870-01	Olivenhain Meadows	Wright vs. Venture Pacific	1	09/29/05	Encinitas, CA

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DEPOSITIONS						
	File No.	Project Name	Case Name/ Number	Volume No.	Deposition Date	Project Location
63	40111-01	Sun City MacDonald Ranch	Sun City MacDonald Ranch Com. Asn. V. Del Webb Com.	1	11/16/05	Henderson, NV
64	40193-01	Welch/Olson Residence	Olson v. American West Homes, Inc.	1	02/28/06	Henderson, NV
65	40111-01	Sun City MacDonald Ranch - Common Areas	Sun City MacDonald Ranch Com. Asn. V. Del Webb Com.	1	03/17/06	Henderson, NV
66	22696-01	Woodland Development	Brian Edwards v. Otay Project	1	03/21/06	Chula Vista, CA
67	40039-21	Rancho Del Sol Norte	Webb v. Celebrate Homes	1	04/17/06	Las Vegas, NV
68	22939-01	Waterford @ The Lake	Mancini v. Brookfield Waterford, Inc.	1	06/15/06	San Diego, CA
69	40001-10	Chamberlain	Chamberlain vs. Elkhorn Partners	1	07/24/06	Las Vegas, NV
70	32678-03	Blake vs. Panda	Blake vs. Panda Development	1	08/17/06	Rancho Cucamonga, CA
71	40102-02	Highland Glen	Highland Glen Homeowners Asn. V. Beazer Homes Holdings Corp.	1	09/11/06	Henderson, NV
-	40102-02	Highland Glen	Highland Glen Homeowners Asn. V. Beazer Homes Holdings Corp.	2	09/12/06	Henderson, NV
72	40166-01	Coronado Hills	Michael Keller v. Greystone Homes, Inc.	1	10/04/06	North Las Vegas, NV
73	22683-01	Ridgegate	Pouk v. Taylor Woodrow Homes California	1	12/18/06	La Jolla, CA
-	22683-01	Ridgegate	Pouk v. Taylor Woodrow Homes California	2	12/19/06	La Jolla, CA
-	80176-10	Del Prado	McGough v. Real Homes, Inc.	2	01/16/07	North Las Vegas, NV
-	80176-10	Del Prado	McGough v. Real Homes, Inc.	2	01/17/07	North Las Vegas, NV
74	40129-01	Northbrook III	Chambers v. Maya, LLC. Dba Avante Home	1	01/29/07	North Las Vegas, NV
-	40129-01	Northbrook III	Chambers v. Maya, LLC. Dba Avante Home	2	01/30/07	North Las Vegas, NV
75	40263-01	Apache Springs	Apache Springs HOA v. Horizon Investments Inc.	1	02/05/07	Las Vegas, NV
76	40151-01	Acacias	Acacias Condominium v. Allen Construction	1	02/06/07	Henderson, NV
77	50017-11	Bailey Residence		1	02/20/07	Bullhead City, AZ
78	23094-01	Chokier Residence		1	02/26/07	Spring Valley, CA
-	40263-01	Apache Springs	Acacias Condominium v. Allen Construction	1	02/27/07	Las Vegas, NV
79	32549-09	Lauro vs. Prestige	Lauro vs. Prestige	1	04/09/07	Corona, CA
-	32549-09	Lauro vs. Prestige	Lauro vs. Prestige	2	04/24/07	Corona, CA
-	40126-1	Bryla Residence - Preserves Development	Bryla vs. Rhodes Homes	1	05/08/07	Las Vegas, NV
80	22876-01	Balo vs. Pardee	Balo vs. Pardee	1	05/25/07	Las Vegas, NV
81	40200-2	Seneca Falls	Seneca Falls Owners Asn. V. Seneca Falls, LLC.	1	08/20/07	North Las Vegas, NV
82	40175-01	Quail Ridge	Quail Ridge/Laughlin v. Comstock Development	1	08/27/07	Laughlin, NV
-	40175-01	Quail Ridge	Quail Ridge/Laughlin v. Comstock Development	2	08/28/07	Laughlin, NV
83	80092-04	Promontory Point aka Spyglass Terrace	Glenn Formann v. Caliber One Indemnity Co.	1	09/19/07	Henderson, NV
84	22972-01	Belle Rive	Sergio Alvarez v. Belle Rive Development Company, LLC.	1	10/17/07	San Diego, CA
-	22972-01	Belle Rive	Sergio Alvarez v. Belle Rive Development Company, LLC.	2	10/18/07	San Diego, CA
85	23281-01	Wildflower	Hasan Ali v. Wildflower North	1	01/08/08	El Centro, CA
-	23281-01	Wildflower	Hasan Ali v. Wildflower North	2	01/09/08	El Centro, CA
-	80092-04	Promontory Point aka Spyglass Terrace	Glenn Formann v. Caliber One Indemnity Co.	2	01/29/08	Henderson, NV
86	40165-01	Tapatio II	Tapatio II HOA v. Falcon Homes	1	02/04/08	Henderson, NV
87	23083-01	Gilbert vs. ColRich	Gilbert vs. ColRich Construction, Inc.	1	02/13/08	San Diego, CA
88	40274-01	Sun City Summerlin	Sun City Summerlin v. Del Webb	1	02/26/08	Las Vegas, NV
-	23281-01	Wildflower	Hasan Ali v. Wildflower North	1	02/28/08	El Centro, CA
-	23281-01	Wildflower	Hasan Ali v. Wildflower North	2	02/29/08	El Centro, CA
89	40178-01	Pahrump Valley - Fleetwood Homes	Vossler v. Fleetwood Home Center	1	03/24/08	Pahrump, NV
90	40178-01	Pahrump Valley - Spalding	Monk v. Spalding Construction Co, Inc.	1	03/25/08	Pahrump, NV
91	40178-01	Pahrump Valley - Red Rock	Bruno v. Red Rock Builders	1	04/07/08	Pahrump, NV
92	40178-01	Pahrump Valley - Oakwood	Pahrump Valley - Oakwood - Volume 1	1	04/07/08	Pahrump, NV
93	40178-01	Pahrump Valley - Avco	Triesch v. Avco Construction, Inc.	1	04/08/08	Pahrump, NV
94	40178-01	Pahrump Valley - Gold Crest	Jarmusz v. Gold Crest	1	04/08/08	Pahrump, NV
95	40156-02	Cheyenne Valley	Molina v. Celebrate Homes	1	04/29/08	North Las Vegas, NV
-	40165-01	Tapatio II	Tapatio II HOA v. Falcon Homes	2	05/13/08	Henderson, NV
96	40235-01	Villas @ Tara	Tara Villas HOA v. Falcon Homes	1	05/20/08	Las Vegas, NV
-	40156-02	Cheyenne Valley	Molina v. Celebrate Homes	2	06/03/08	North Las Vegas, NV
97	40258-02	Fiesta Del Norte	Howard vs. Pardee Homes of Nevada	1	06/11/08	North Las Vegas, NV
98	22683-3	Ridgegate	Roshek v. Taylor Woodrow Homes California	1	08/15/08	La Jolla, CA

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DEPOSITIONS						
	File No.	Project Name	Case Name/ Number	Volume No.	Deposition Date	Project Location
99	40299-01	Pipin Residence	Pippen v. C.R. #2 Family Limited Partnership	1	09/08/08	Henderson, NV
100	40178-01	Pahrump Valley - Palm Harbor	Elizabeth & Neil Christiansen v. Palm Harbor	1	09/15/08	Pahrump, NV
-	40178-01	Pahrump Valley - Palm Harbor	Elizabeth & Neil Christiansen v. Palm Harbor	2	09/16/08	Pahrump, NV
101	40178-01	Pahrump Valley - Billy Kuhn	Maxine Moffet-Taylor v. Billy Kuhn & Sons	1	09/30/08	Pahrump, NV
102	40281-01	Rancho Galleria		1	10/01/08	Henderson, NV
103	23238-01	Mission Self Storage	Mission Self Storage LLC. V. San Diego Contracting Inc.	1	10/06/08	San Marcos, CA
-	23238-01	Mission Self Storage	Mission Self Storage LLC. V. San Diego Contracting Inc.	2	10/07/08	San Marcos, CA
104	23316-01	Valenzuela vs. San Diego County	Valenzuela vs. San Diego County	1	10/30/08	Bonita, CA
-	23316-01	Valenzuela vs. San Diego County	Valenzuela vs. San Diego County	2	10/31/08	Bonita, CA
105	40312-01	Summcrest II	Harry Fielder v. First Housing Corp.	1	11/17/08	Mesquite, NV
106	23286-01	Victoria		1	11/17/08	Mesquite, NV
-	23286-01	Victoria		1	11/19/08	Calexico, CA
-	22972-01	Belle Rive		2	11/20/08	Calexico, CA
107	80175-80	Preserves Development	Sergio Alvarez v. Belle Rive Development Company, LLC.	3	11/25/08	San Diego, CA
108	40228-01	Las Palmeras	Fulks vs. Elkhorn	1	12/16/08	Las Vegas, NV
-	40228-01	Las Palmeras	Cagle v. Canterbury Comm.	1	01/15/09	North Las Vegas, NV
109	22916-21	Nantucket	Cagle v. Canterbury Comm.	2	01/16/09	North Las Vegas, NV
-	40178-01	Pahrump Valley - Palm Harbor	Elizabeth & Neil Christiansen v. Palm Harbor	1	01/19/09	Carlsbad, CA
110	22876-01	Balo vs. Pardee (Isen Residence)		3	03/11/09	Pahrump, NV
111	40067-01	Aspen Hills 2	Balo vs. Pardee	2	04/17/09	San Diego, CA
112	40178-01	Pahrump Valley - CR Homes		1	05/26/09	North Las Vegas, NV
113	40244-1	Roddy v. Palm Harbor - Pahrump Valley	Janet Gayler v. C.R. Homes, Inc.	1	06/16/09	Pahrump, NV
114	40194-02	Santos Residence	Roddy v. Palm Harbor	1	06/26/09	Pahrump, NV
115	23260-01	Wateridge Condos	Brittany Santos v. PNII, Inc. dba Pulte Homes of Nevada	1	07/15/09	Las Vegas, NV
-	40194-02	Santos Residence	Wateridge Condominium Asn. V. Kaufman and Broad of San Diego	1	07/23/09	San Diego, CA
116	40125-01	Country Crest	Brittany Santos v. PNII, Inc. dba Pulte Homes of Nevada	2	08/03/09	Las Vegas, NV
-	40125-01	Country Crest	Laura Tadmam v. Bailey Dutton	1	08/19/09	Reno, NV
117	80275-01	Brookside/Poppy Hills	Laura Tadmam v. Bailey Dutton	2	09/01/09	Reno, NV
118	40169-01	Highland Hills	Brookside Master Asn. V. Matthews Home, Inc.	1	09/28/09	Stockton, CA
-	40169-01	Highland Hills		1	09/29/09	Las Vegas, NV
119	40343-01	Cole-White		2	09/30/09	Las Vegas, NV
-	40343-01	Cole-White	William White v. Silverado Properties, Inc.	1	10/08/09	Mesquite, NV
120	23478-01	Rozelle vs. Stratton	William White v. Silverado Properties, Inc.	2	11/03/09	Mesquite, NV
121	23400-01	Correll Estates	Rozelle vs. Stratton	1	11/11/09	San Diego, CA
122	40229-01	Turtle Creek	Arturo Aguayo v. Correll Estates Dev. Co., LLC.	1	11/20/09	Heber, CA
-	40229-01	Turtle Creek	Scott Alanese v. Centex Homes of Nevada	1	01/14/10	Reno, NV
123	40178-30	Lewis vs. Botos	Scott Alanese v. Centex Homes of Nevada	2	01/15/10	Reno, NV
124	40186-01	Lamplight Estate	Lewis vs. Botos	1	01/19/10	Pahrump, NV
-	40186-01	Lamplight Estate	Balle v. Carina	1	01/20/10	Las Vegas, NV
125	40342-10	Yao/Tan v. Heartland Homes	Balle v. Carina	2	01/21/10	Las Vegas, NV
126	40325-01	McDonald Residence - Fiesta Del Norte	Yao/Tan v. Heartland Homes	1	02/03/10	Henderson, NV
127	40366-01	Kreider Residence - Fiesta Del Norte	Kreider vs. Pardee Homes of Nevada	1	02/10/10	North Las Vegas, NV
128	40178-10	Twite vs. Red Rock Builders - Pahrump Valley	McDonald v. Pardee Homes of Nevada	1	02/10/10	North Las Vegas, NV
129	40289-10	Jasmine Ranch	Twite vs. Red Rock Builders	1	04/26/10	Pahrump, NV
130	40306-01	Paradise Falls	Jasmine Ranch - Volume 1	1	05/05/10	North Las Vegas, NV
131	23501-01	PGA West	Barbarino v. DR Horton	1	05/25/10	Las Vegas, NV
132	40263-20	Apache Springs	PGA West Fairways Asn. V. Toll Bros., Inc.	1	06/02/10	Palm Desert, CA
133	33194-01	Aguirre vs. Advanced Group	Charlie Brown Const. v. Industrial Conscrution	1	06/17/10	Las Vegas, NV
134	80450-01	Copper Hill HOA	Aguirre vs. Advanced Group	1	07/26/10	San Juan Capistrano, CA
-	80450-01	Copper Hill HOA	Copper Hill Condominium v. Ryland Homes of California	1	08/02/10	Livermore, CA
135	23402-01	Stein vs. Summit	Copper Hill Condominium v. Ryland Homes of California	2	08/03/10	Livermore, CA
136	23599-01	Satori vs. Noble	Stephen R. Stein v. Michael F. Aulert	1	08/10/10	Encinitas, CA
137	33232-01	Arakaki vs. Hollydale	Satori Builders Inc. v. Cherie Noble	1	08/12/10	La Jolla, CA
		Arakaki vs. Hollydale	Arakaki vs. Hollydale	1	08/13/10	Brea, CA

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DEPOSITIONS						
	File No.	Project Name	Case Name/ Number	Volume No.	Deposition Date	Project Location
138	40107-20	Tropical Breeze	Kelly Barrett v. Centex Home	1	11/03/10	North Las Vegas, NV
139	40198-02	Sandstone Ridge	SJohn & Judy Porter v. Richmond American Homes	1	12/03/10	North Las Vegas, NV
-	40198-02	Sandstone Ridge	SJohn & Judy Porter v. Richmond American Homes	2	12/16/10	North Las Vegas, NV
140	40229-01	Turtle Creek		1	01/14/11	Reno, NV
-	40229-01	Turtle Creek		2	01/15/11	Reno, NV
141	40390-01	Robertson/Turtleback		1	01/20/11	Mesquite, NV
142	40384-01	Knafeic Residence	Gregory Gough v. Centex International, Inc.	1	02/22/11	Reno, NV
143	40295-10	Monarch Estates		1	03/10/11	Las Vegas, NV
144	80337-02	Pham Residence		1	03/17/11	San Jose, CA
145	40186-10	Proenza Residence - Lamplight Estates		1	03/21/11	Las Vegas, NV
146	40282-01	Sun City Anthem	Fisher v. Del Webb	1	06/11/11	Henderson, NV
-	40282-01	Sun City Anthem	Fisher v. Del Webb	2	06/15/11	Henderson, NV
147	40401-10	Desert Pine Villas - Picerene	Desert Pine Villas Homeowners Asn. V. Picerene Construction Corp.	1	07/28/11	Las Vegas, NV
148	40449-02	North Meadows West		1	09/14/11	North Las Vegas, NV
149	40241-10	Monument at Lone Mountain		1	09/22/11	Las Vegas, NV
150	80558-01	Westwind Estates	Shirley R. Grassa v. Stanpark Construction Company, Inc.	1	11/08/11	West Sacramento, CA
-	40186-10	Proenza Residence - Lamplight Estates	Eddie Aguilar v. Westwind Mobile Home Park	2	11/09/11	Las Vegas, NV
151	40258-30	Williams Residence - Fiesta Del Norte	Williams v. Pardee Homes	1	11/29/11	North Las Vegas, NV
152	40473-01	Wiess Residence - Anthem Country Club	Weiss v. Del Webb/ Terravita	1	12/05/11	Henderson, NV
153	40220-01	Whisper Creek/Four Winds	Bransky v. WL Homes	1	12/13/11	Las Vegas, NV
154	40309-01	Casero Ranch	Gilardini v. D.R. Horton	1	12/20/11	Sparks, NV
155	40258-40	Skreba Residence - Fiesta Del Norte	Skreba v. Pardee Homes Nevada	1	01/03/12	North Las Vegas, NV
156	40466-22	McClintock Residence - Anthem Country Club	McClintock v. Del Webb/ Terravita	1	01/23/12	Henderson, NV
-	40473-01	Wiess Residence - Anthem Country Club	Weiss v. Del Webb/ Terravita	2	02/07/12	Henderson, NV
157	40516-01	The Vinnings	The Vinnings HOA v. Pinnacle Homes, Inc.	1	02/08/12	Las Vegas, NV
158	23529-01	Carol Ann Crocker	Golden Eagle Ins. Co. v. JM Carden Sprinkler Co., Inc.	1	02/27/12	San Clemente, CA
159	80494-01	Diablo Grande		1	05/10/12	Patterson, CA
160	40381-01	Buckingham at Huntington	Buckingham at Huntington v. KB Homes Nevada	1	05/11/12	Las Vegas, NV
161	40466-21	Jacobson Residence - Anthem Country Club	Jacobson Residence (Robert Jacobson v. Del Webb/ Terravita) - Volume 1	1	06/12/12	Henderson, NV
162	23516-01	Cartozian	Cartozian v. Angle's Construction	1	06/29/12	Salton City, CA
163	40186-99	Lamplight Estates - Individual Home Owners	Wright v. Carina Corporation	1	07/09/12	Las Vegas, NV
164	40178-50	Erb Residence - Pahrump Valley	Erb v. Edward Homes	1	07/10/12	Pahrump, NV
165	40440-01	The Parks	Garcia v. Centex Homes	1	09/10/12	North Las Vegas, NV
166	40466-20	Dempsey Residence - Anthem Country Club	Dempsey v. Del Webb/ Terravita	1	09/19/12	Henderson, NV
167	40280-01	Black Hawk	Black Hawk HOA v. Centennial/ Pageantry Development	1	10/10/12	North Las Vegas, NV
-	40186-99	Lamplight Estates - Individual Home Owners	Wright v. Carina Corporation	2	10/23/12	Las Vegas, NV
168	40442-20	Irsfeld Residence	Goldstein / Irsfeld v. PN III Pulte Homes/ Terravita	1	11/12/12	Henderson, NV
169	40453-01	Cinnamon Ridge	Anvie v. Beazer Homes	1	11/30/12	Henderson, NV
170	40512-01	Fairway Pointe at Queensridge	Evers v. Chartered Development Corporation	1	01/21/13	Las Vegas, NV
171	23730-01	Para v. DR Horton	Para v. DR Horton	1	04/30/13	Heber, CA
172	40486-01	Crestline	Aserjo v. US Homes	1	05/20/13	North Las Vegas, NV
-	40186-99	Lamplight Estates - Individual Home Owners	Wright v. Carina Corporation	3	05/23/13	Las Vegas, NV
173	40467-01	Summit Manor	Sandoval v. D.R. Horton, Inc.	1	05/24/13	Henderson, NV
174	40130-10	Eagle View	Hass v. Blivins Construction Co Inc.	1	06/19/13	Henderson, NV
175	40480-01	Montagne Marron		1	06/24/13	Las Vegas, NV
176	40397-01/02	Brentwood Development	Allen/Autry v. KB Home Nevada	1	07/02/13	North Las Vegas, NV
-	40397-01/02	Brentwood Development	Allen/Autry v. KB Home Nevada	2	07/03/13	North Las Vegas, NV
-	40397-01/02	Brentwood Development	Allen/Autry v. KB Home Nevada	3	07/23/13	North Las Vegas, NV
177	23623-10	Dickerson Residence	Dickerson v. Perry & Papenhausen, Inc.	1	08/08/13	Coronado, CA
178	40466-10	Anthem Country Club - Common Areas	Anthem Country Club v. Terravita Homes	1	08/28/13	Henderson, NV
-	40466-10	Anthem Country Club - Common Areas	Anthem Country Club v. Terravita Homes	2	08/29/13	Henderson, NV
179	40574-01	Montara	Kuzmanoski v. Canyon Desert Homes	1	09/11/13	Las Vegas, NV
180	23724-01	Martin Residence	Martin v. Brookfield	1	09/20/13	San Diego, CA

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DEPOSITIONS						
	File No.	Project Name	Case Name/ Number	Volume No.	Deposition Date	Project Location
181	40466-23	Keller Residence	Keller v. Pulte Homes	1	09/25/13	Henderson, NV
182	80699-01	California Hawaiian		1	10/14/13	San Jose, CA
183	40462-01	Fewsmith Residence	Fewsmith v. Christopher Homes	1	12/06/13	Las Vegas, NV
184	80678-01	Anderson	Anderson v. Adams Pools	1	12/09/13	Penn Valley, CA
185	40606-10	Pirates Cove	Ianev v. Pirates Cove	1	12/12/13	Boulder City, NV
186	40412-01	Hermosa Vistas	Hermosa Vistas HOA v. Red Vistas	1	12/16/13	Mesquite, NV
187	40479-01	Carriage Hills	Brainard v. US Homes	1	12/17/13	Henderson, NV
188	40575-01	Desert Canyon/Canyon Springs	Ochoa v. US Home Corp.	1	01/09/14	North Las Vegas, NV
189	40465-01	Sunrise Canyon	Layman or Vargas v. Beazer Homes Holdings Corp.	1	01/14/14	North Las Vegas, NV
190	40282-02	Bailwebber (Sun City Anthem)	Bailwebber v. Del Webb Communities	1	01/14/14	Henderson, NV
191	40501-01	Pontikis Residence	Pontikis v. Woodlands Community Association	1	02/20/14	Las Vegas, NV
192	40457-01	Summer Glen	Arruda v. KB Homes	1	03/25/14	Reno, NV
193	40631-01	Grand Canyon	Grand Canyon Village Homewowners v. Grand Canyon Condominiums, LLC.	1	04/17/14	Las Vegas, NV
194	40561-01	Rose Lake	Haefner v. Centex Homes	1	04/30/14	North Las Vegas, NV
195	40425-01	Allen Manor II	Noyse v. DR Horton, Inc.	1	05/12/14	North Las Vegas, NV
196	80518-16	Broussard	Broussard v. Cambridge Homes	1	05/14/14	Sacramento, CA
-	40425-01	Allen Manor II	Noyse v. DR Horton, Inc.	2	05/28/14	North Las Vegas, NV
197	40495-01	Cottage Hill	Barr v. Peake Development	1	06/19/14	Laughlin, NV
198	23500-02	Four Seasons	Wong v. K. Hovnanian's Four Seasons at Palm Springs, LLC.	1	06/27/14	Palm Springs, CA
199	40491-01	Parkfield @ Silverstone Ranch	Kowalczik v. PN II dba Pulte Homes	1	07/08/14	Las Vegas, NV
200	40490-01	Silverlake @ Silverstone Ranch	Morgan v. PN II dba Pulte Homes	1	07/09/14	Las Vegas, NV
201	40628-01	Sedona Falls	Abrahams v. Centex Homes	1	09/17/14	Las Vegas, NV
202	40588-01	Serenata	Houck v. PN II dba Pulte Homes	1	09/22/14	North Las Vegas, NV
203	23723-10	Penhos Residence	Penhos v. Bejan Arfaa	1	09/29/14	San Diego, CA
204	23689-01	Saddleback HOA	Saddleback Owners Association v. Davlyn Investments, Inc.	1	10/02/14	Palm Springs, CA
205	40519-01	Sandstone Condominiums	Sandstone Condominiums HOA v. Sandstone Condominiums	1	10/07/14	Mesquite, NV
206	40626-01	Tropical Walnut/ Las Colinas	Tomlinson v. US Homes	1	10/14/14	North Las Vegas, NV
207	40589-01	Arbor Glen	Fabisk v. Concordia Homes of Nevada, Inc.	1	10/20/14	North Las Vegas, NV
-	40490-01	Silverlake at Silverstone Ranch	Morgan v. PN II dba Pulte Homes	2	10/20/14	Las Vegas, NV
208	23712-01	4S Ranch Master	4S Ranch Master Association vs 4S Kelwood General Partnership	1	10/23/14	San Diego, CA
209	40610-01	Horizon Park	Patton v Centex	1	11/03/14	North Las Vegas, NV
210	80589-06	Judge v Pulte	Jarnail & Salmesh Judge, et al v Pulte Home Corporation, et al	1	12/02/14	Sacramento, CA
211	80633-01	Mission Walk	Mission Walk HOA v Berry Street LLC, et al	1	12/03/14	San Francisco, CA
-	40495-01	Cottage Hill	Barr v. Peake Development	2	12/08/14	Laughlin, NV
-	80589-06	Judge v Pulte	Jarnail & Salmesh Judge, et al v Pulte Home Corporation, et al	2	01/30/15	Sacramento, CA
212	40497-01	Palms at Silverstone Ranch	Mozdean v. PN II	1	02/03/15	Las Vegas, NV
213	40493-01	Amberly/ Mountain Spa at Silverstone Ranch	Mozdean v. PN II	1	02/03/15	Las Vegas, NV
214	40540-01	Creekside II	Chapman v. Centex Homes	1	02/04/15	North Las Vegas, NV
215	40548-01	Southwest Vistas	Douglas vs Eagle Ridge Properties	1	02/11/15	Reno, NV
216	40492-01	Clairbrook/ Eastpoint/ Somerset	Drennen v. PN II	1	02/23/15	Las Vegas, NV
217	40569-01	Mayfield Estates	McCombs vs KB Home Nevada, Inc.	1	02/24/15	Las Vegas, NV
218	23759-01	Otay Crossing HOA	Otay Crossing Owners Association v. Otay Crossing, Inc.	1	02/26/15	San Diego, CA
219	40573-01	Portico West/East	Jackson v. Beazer Homes	1	03/20/15	Las Vegas, NV
-	40490-01	Silverlake @ Silverstone Ranch	Morgan v. PN II dba Pulte Homes	2	03/20/15	Las Vegas, NV
220	40609-01	Santa Bella	Allen and Kilman v. Centex Homes	1	03/23/15	Las Vegas, NV
221	40618-01	Desert Willow	Saria v. KB Homes	1	04/13/15	Las Vegas, NV
222	05448-01	Burch	Burch v. Custom Homes	1	04/29/15	Pacific Palisades, CA
223	40579-01	Centennial Point	Adolph v. Beazer Homes	1	05/12/15	Las Vegas, NV
224	40506-10	Stallion Mountain	Jurich v. PNII	1	05/13/15	Las Vegas, NV
225	80611-01	Heritage Park	Heritage Park Owners Association v. Lennar Renaissance	1	06/15/15	Sacramento, CA
226	40499-01	Estates @ Wigwam Ranch East	Wigwam Ranch East Estates Homeowners Assoc. v. DR Horton	1	06/18/15	Las Vegas, NV
227	40584-01	Shadow Springs	Edwards v. KB Home	1	06/25/15	Las Vegas, NV
228	80663-01	Courtyards @ Dublin Ranch HOA		1	06/29/15	Dublin, CA

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Deposition Testimony of Edred T. Marsh  
1990 - Present

DEPOSITIONS					
File No.	Project Name	Case Name/ Number	Volume No.	Deposition Date	Project Location
229	40689-01	Bella Terra			
-	40689-01	Bella Terra	1	07/07/15	Las Vegas, NV
230	80604-01	Nealon	2	07/08/15	Las Vegas, NV
231	40546-01	Brookdale	1	07/10/15	Natoma, CA
232	40654-10	Saldana	1	08/05/15	Reno, NV
233	40612-01	Stetson Ranch	1	08/06/15	Reno, NV
234	40613-01	The Canyons	1	08/13/15	Las Vegas, NV
235	40614-01	The Falls at Sedona	1	08/13/15	Las Vegas, NV
236	40587-01	San Destin	1	08/13/15	Las Vegas, NV
237	40598-01	Stella Sara	1	08/27/15	North Las Vegas, NV
238	40554-02	Bella Fiore	1	08/28/15	North Las Vegas, NV
239	80552-01	Carefree Natomas	1	08/31/15	Henderson, NV
240	80649-03	Terraces @ Dublin Ranch	1	09/21/15	Sacramento, CA
241	40566-01	Savannah Place	1	08/29/15	Dublin, CA
242	40648-01	Pearl Cove	1	10/12/15	Clark County, NV
243	40577-01	Sundance	1	10/15/15 am	North Las Vegas, NV
244	23705-11	Campo Hills-Common Area	1	10/15/15 pm	North Las Vegas, NV
245	40594-01	Sierra Canyon	1	10/20/15	Campo, CA
246	40523-02	Allen Manor I	1	10/27/15	Reno, NV
-	40523-02	Allen Manor I	1	11/06/15	North Las Vegas, NV
247	80624-01	Ballesteros	2	11/12/15	North Las Vegas, NV
248	50237-01	Sunset Vista	1	11/30/15	Sacramento, CA
249	40651-01	Foothills at Southern Highlands	1	11/16/15	Phoenix, AZ
250	40690-01	Pecos Park	1	01/12/16	Blue Diamond, NV
251	40742-01	Stodick Estates	1	01/28/16	Las Vegas, NV
252	40654-01	Canyon Pines	1	03/02/16	Reno, NV
253	40730-01	Granite Ridge	1	03/02/16	Reno, NV
254	40715-01	Valley Crest at Elkhorn Grand Canyon	1	03/23/16	Reno, NV
255	80635-01	Pacific Terrace	1	04/15/16	Las Vegas, NV
256	23808-01	Piper Ranch	1	05/03/16	Union City, CA
257	23705-10	Campo Hills	1	05/25/16	San Diego, CA
258	40192-10	Cascade	1	06/02/16	Campo, CA
259	40623-01	Azure Manor	1	06/14/16	Las Vegas, NV
260	80710-01	Copper Gate	1	06/17/16	Las Vegas, NV
261	23958-01	Harveston	1	7/11-12/2016	Brentwood, CA
262	40625-01	Vineyards	1	07/22/16	Murietta, CA
263	40639-01	Capistrano	1	07/26/16	Sparks, NV
264	40661-01	Eagle Ranch	1	08/19/16	North Las Vegas, NV
265	80799-01	Fair Oaks Mobile Lodge	1	08/29/16	Las Vegas, NV
266	40311-30	Sun City Alliant	1	09/01/16	Sunnyvale, CA
-	40311-30	Sun City Alliant	1	09/07/16	North Las Vegas, NV
267	40676-01	Yellowstone @ Mountains Edge	2	09/08/16	North Las Vegas, NV
268	40597-02	Alliant Manor	1	09/26/16	Las Vegas, NV
269	80684-01-02	Villas @ Dublin Ranch	1	09/28/16	North Las Vegas, NV
270	40696-02	Sun Mesa HOA	1	10/07/16	Dublin, CA
271	80669-01-03	Sharma	1	10/12/16	Reno, NV
272	80671-01	Hampton Village	1	10/20/16	Yuba City, CA
273	80669-01-03	Sharma	2	10/24/16	Sacramento, CA
274	40715-10	Valley Crest	1	11/11/16	Yuba City, CA
275	40499-30	Wigwam Master Association	1	11/29/16	Las Vegas, NV
276	40640-01	Centennial Revere	1	12/07/16	Las Vegas, NV
277	50246-01	Sundance	1	12/12/16	North Las Vegas, NV
278	40583-01	Beazer at Grand Teton	1	01/03/16	Buckeye, AZ
		Crutcher v. Beazer Homes	1	01/05/17	North Las Vegas, NV

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Deposition Testimony of Edred T. Marsh  
1990 - Present

DEPOSITIONS					
File No.	Project Name	Case Name/ Number	Volume No.	Deposition Date	Project Location
279	40696-01 Sun Mesa - Landmark	Gargus v. Landmark Homes	1	01/17/17	Reno, NV
280	40425-30 Allen Manor II	Frey v. DR Horton	1	02/08/17	North Las Vegas, NV
281	40499-02 Wigwam Ranch East SFH	Wigwam Ranch East Estates Homeowners Assoc. v. DR Horton	1	02/21/17	Las Vegas, NV
-	40425-30 Allen Manor II	Frey v. DR Horton	2	02/23/17	North Las Vegas, NV
282	40611-01 Carson Ranch	Butler/Berry v. William Lyon Homes	1	03/28/17	North Las Vegas, NV
283	40692-01 Vialto	Shioji v. PNII	1	04/26/17	North Las Vegas, NV
284	40625-02 Firenze II	Franz v. Ryder Firenze, LLC	1	05/25/17	Sparks, NV
285	50206-01 Stetson Valley	Albanese v. Pulte Home Corporation	1	06/01/17	Phoenix, AZ
286	40499-11 Engelen	Engelen v. DR Horton Inc.	1	06/09/17	Las Vegas, NV
287	40637-10 Stratford	Stratford HOA v. Centex Homes	1	07/18/17	North Las Vegas, NV
-	40637-10 Stratford	Stratford HOA v. Centex Homes	2	07/24/17	North Las Vegas, NV
288	40605-01 Waterfall	Allstat v. Centex	1	07/27/17	North Las Vegas, NV
289	40738-01 Steib Residence	Stieb v. Sierra Signature Homes, LLC.	1	08/01/17	Reno, NV
290	50248-01 Desert Cedars	Greystone Homes, Inc. v. Aggie, Inc.	1	08/18/17	Maricopa, AZ
291	40750-01 MacKinnon Residence	MacKinnon v. Coleman-Toll Limited Partnership v. Somerset Development	1	09/01/17	Reno, NV
292	80857-01 Westlake Master	Westlake Master Association vs WL Homes	1	09/25/17	Natoma, CA
293	23808-01 Piper Ranch	Air Wing v. One Piper Ranch	1	09/26/17	San Diego, CA
-	23808-01 Piper Ranch	Air Wing v. One Piper Ranch	2	10/02/17	San Diego, CA
294	40747-01 Monteverdi	Monteverdi HOA v. PN II, Inc. dba Pulte Homes of Nevada	1	10/06/17	North Las Vegas, NV
295	40605-10 Waterfall	Ceccarelli vs Centex Homes	1	10/09/17	North Las Vegas, NV
296	40707-02 Viderias II	Cedola v. PN II, Inc.	1	10/25/17	Henderson, NV
297	40565-10 Donna Deer Springs	Carducci v. Centex Homes	1	12/04/17	North Las Vegas, NV
298	40711-01 Montrose/Avondale/Portpatrick	Phillips v. Del Webb	1	01/04/18	Henderson, NV
299	40610-02 Horizon Park II	Adams v. Centex Homes	1	01/22/18	North Las Vegas, NV
300	40702-02 Andorra/Valencia/Castillo/Moreno	Berroud v. PN II, Inc.	1	01/30/18	Henderson, NV
301	40669-01 Giavanna	Giavanna v. Centex Homes	1	02/22/18	North Las Vegas, NV
302	40746-01 Mesa Verde	Brownwell/Masada v. Centex Homes	1	02/22/18	North Las Vegas, NV
303	40647-03 Elkhorn Ponderosa II	Chaing v. DR Horton, Inc.	1	02/26/18	Las Vegas, NV
304	50221-01 Red Rock Village I	Alexander v. Pulte Homes	1	02/28/18	Red Rock, AZ
305	40647-02 Elkhorn Ponderosa	Jagers v. DR Horton	1	03/15/18	Las Vegas, NV
306	40490-20 Silverlake II	Schone v. PN II, Inc.	1	03/22/18	Las Vegas, NV
307	40778-01 Northern Terrace at Providence	Dilling v. Meritage Homes	1	04/16/18	Las Vegas, NV
308	40649-01 Sterling Ridge	Vieira v. KB Homes	1	04/16/18	Las Vegas, NV
309	40671-01 La Vella	Martin v. KB Homes	1	04/25/18	North Las Vegas, NV
310	40591-02 Craig & Coleman II	Amedegnah v. US Homes	1	05/08/18	North Las Vegas, NV
311	40710-01 First Light at Old Las Vegas Ranch	First Light at Old Las Vegas Ranch HOA v. DR Horton	1	05/22/18	Henderson, NV
312	40506-11 Stallion Mountain	Lombardi v. PN II	1	06/04/18	Las Vegas, NV
313	40744-01 Granada Ridge/ Granada Point	Linda Prieto v. KB Homes	1	06/12/18	North Las Vegas, NV
314	40696-03 Sun Mesa	Gargus/Nelson v. Sun Mesa Florsheim	1	06/14/18	Sun Valley, NV
315	34037-01 Law v K. Hovnanian - 2924.01	Law v K. Hovnanian	1	08/14/18	Beaumont, CA
316	05726-01 Friendly Village	Acosta v City of Long Beach	1	08/20/18	Long Beach, CA
317	40788-01 United Insurance Co. v Summit Builders	United Insurance Co. v Summit Builders	1	12/20/18	Henderson, NV
318	40669-10 Runvee Hobart	Brown v Centex	1	01/08/19	North Las Vegas, NV
319	40759-01 Miramonte	Carlan v Centex Homes	1	01/16/19	Sparks, NV

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EXHIBIT 4

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EXHIBIT 4



1 **1520**

**WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP**

2 DON SPRINGMEYER, ESQ. (NSB: 1021)

JOHN SAMBERG, ESQ. (NSB 10828)

3 ROYI MOAS, ESQ. (NSB 10686)

5594-B Longley Lane

4 Reno, Nevada 89511

(775) 853-6787

5 dspringmeyer@wrslawyers.com

jsamberg@wrslawyers.com

6 rmoas@wrslawyers.com

*Attorneys for Somerset Owners Association*

7  
8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND  
FOR THE COUNTY OF WASHOE**

9 SOMERSETT OWNERS ASSOCIATION, a  
Domestic Non-Profit Corporation,

10  
11 Plaintiff,

12 vs.

13 SOMERSETT DEVELOPMENT COMPANY,  
LTD, a Nevada Limited Liability Company;  
14 SOMERSETT, LLC a dissolved Nevada  
Limited Liability Company; SOMERSETT  
DEVELOPMENT CORPORATION, a  
15 dissolved Nevada Corporation; PARSONS  
BROS ROCKERIES, INC. a Washington  
16 Corporation; Q & D Construction, Inc., a  
Nevada Corporation, and DOES 1 through 50,  
17 inclusive,

18 Defendants.

19 AND RELATED CROSS-ACTIONS.

Case No. CV-1702427

Dept. No.: 10

20  
21 **DECLARATION OF JOSEPH F. SHIELDS IN SUPPORT OF PLAINTIFF'S BRIEFS**

22 I, JOSEPH F. SHIELDS, declare as follows:

23 1. I am over the age of 18 years, a licensed Civil Engineer and Structural Engineer in  
24 the State of Nevada, and the President of Shields Engineering, Inc. I have personal knowledge of  
25 the facts set forth herein, except as to those stated on information and belief and, as to those, I am  
26 informed and believe them to be true. If called as a witness, I could and would competently testify  
27 to the matters stated herein.

28 2. I have been retained by Plaintiff Somerset Owners Association, in the above-

1 entitled matter, to inspect, assess and report on the common area rockery walls located within the  
2 Somerset Community.

3         3. I have practiced Civil and Structural Engineering in the state of Nevada for 30  
4 years. I am a licensed Civil and/or Structural Engineer in eight (8) states. I have performed  
5 engineering calculations and served as the Engineer of Record (EOR) for several thousand  
6 structures, including retaining walls. My Curriculum Vitae (CV) is attached to the accompanying  
7 Appendix of Plaintiff's Supporting Evidence as Exhibit 5, filed concurrently herewith.

8         4. This declaration is submitted in support of Plaintiff's Briefs concurrently filed  
9 herewith. I have performed visual field investigations of the rockery walls where I observed  
10 several failures. In addition, I have reviewed American Geotechnical Inc.'s Report and  
11 Supplemental Report on the rockery walls at Somerset Development. I have also reviewed the  
12 American Geotechnical spreadsheet attached as Exhibit 6 to the Appendix of Plaintiff's  
13 Supporting Evidence. I reviewed thousands of pages of engineering drawings, calculations, and  
14 reports that were produced by the parties for the Somerset Development, all of which having been  
15 provided to me by Plaintiff's counsel's staff.

16         5. Rockery walls are a category of retaining wall that restrain soil in cut and fill areas  
17 to allow for construction of other structures. Such structures are constructed by stacking large  
18 boulders on top of each other to allow for a vertical step in grade on construction sites. The 1997  
19 Uniform Building Code (UBC) was the building code that was enforced by The City of Reno  
20 when the rockery walls were designed at Somerset. UBC Section 106 requires a building permit  
21 to be obtained by the building official for various types of structures, including rockery retaining  
22 walls.

23         6. UBC Section 106.2.5 includes an exception for retaining walls "...which are not  
24 over 4 feet (1219 mm) in height measured from the footing to the top of the wall, unless  
25 supporting a surcharge...". Most of the rockery walls at Somerset are significantly taller than the  
26 requirement stated above; therefore, structural calculations and drawings were required for  
27 permitting of the rockery walls at Somerset, since they are retaining walls.

28         7. At a minimum, retaining walls are expected to last at least as long as the buildings

1 and other structures that they serve. Buildings are expected to last at least 50 years to 100 years,  
2 and therefore the walls that serve them are expected to perform their expected use by restraining  
3 cuts and fills during the same time period at a minimum. In order to be substantially completed, a  
4 rockery retaining wall must be constructed to the point where it is fit to be utilized for the purpose  
5 for which it was intended, *i.e.*, to retain and support soils and the structures it serves (as described  
6 above), and to do so for at least 50 years or more.

7       8.       According to the numerous plans and specifications I have reviewed, the maximum  
8 height of rockery walls allowed in the Somerset Development was ten (10) feet. I have reviewed  
9 thousands of pages of engineering drawings and calculations provided by the parties and  
10 concluded that the overwhelming majority of the subject rockery walls were designed by Harlan  
11 Fricke, PE. Mr. Fricke's rockery wall designs "Specifications and Stability Calculations for Dry  
12 Stacked Rock Walls" is attached as Exhibit 12 to Appendix of Plaintiff's Supporting Evidence.  
13 These calculations, drawings, and specifications were prepared for Somerset Unit 5C. Nearly  
14 identical documents were prepared for other Units throughout Somerset. Mr. Fricke's  
15 calculations and construction detail for the rockery walls mandate that the maximum rockery wall  
16 height shall not be greater than 10 feet.

17       9.       All of Mr. Fricke's designs that we reviewed for the Units at Somerset limited the  
18 height of rockery walls to a maximum of 10 feet. Consistent with the Fricke call out is Exhibit 13  
19 to Appendix of Plaintiff's Supporting Evidence, which is a copy of an Odyssey Engineering Inc.  
20 Grading Plan for Unit 5C at Somerset. The Planning Commission Conditional Note 3 on the right  
21 hand side of that document states that "...in no instance shall the height of any walls exceed 10  
22 feet."

23       10.       Dozens of rockery walls in excess of 10 feet in height were identified in the reports  
24 and the spreadsheet prepared by American Geotechnical Inc. In fact, one wall measured 18 feet in  
25 height. Walls over 10 feet are a clear material and critical deviation from the permitted design  
26 documents.

27       11.       Many of the rockery walls at Somerset were constructed in a multi-tier  
28 configuration with additional walls constructed above lower walls in a stair-step pattern. Some

1 rockery walls were constructed with as many as five (5) tiers. My document review revealed that  
2 the horizontal distance (bench) between the tiered rockery walls varied from 6 feet to 15 feet.

3 12. Tiered rockery walls create a surcharge on the lower walls of the tier. Consideration  
4 of the surcharge loads should have been considered on the rockery wall designs at Somerset. I  
5 could not find any design drawings or calculations that considered the potential of surcharge loads  
6 from multi-tiered rockery wall configurations.

7 13. Surcharge was not considered in the rockery wall calculations prepared by Mr.  
8 Fricke. The construction detail for the rockery walls does not indicate that the wall may be  
9 constructed in a tiered configuration. The detail also does not specify a minimum bench distance  
10 to the next tier. Specification Note 8 on the last page of Mr. Fricke's calculations states the  
11 following: "No rockery shall be constructed where footing loads from structures can surcharge any  
12 portion of the rockery."

13 14. This statement makes it clear that the rockery walls were not designed to be  
14 constructed in a tiered configuration where the upper tiers impose additional surcharge loads on  
15 lower tiers. American Geotechnical identifies over 170 tiered rockery walls where the tiers  
16 impose additional surcharge loads. That is a material deviation from the plans and specifications.

17 15. Attached to the Appendix of Plaintiff's Supporting Evidence as Exhibit 16 are the  
18 Stantec Letters, dated December 21, 2006, which purport to certify that the rockery walls were  
19 "built in accordance with the approved (stamped) plans, specifications, and the applicable  
20 workmanship of the International Building Code". The letters do not identify the specific plans  
21 and specifications for which the rockery walls were designed. The Fricke calculations, detail, and  
22 specifications were permitted by the City of Reno for rockery walls; therefore, they would be part  
23 of the documents referred to in the Stantec Letters.

24 16. The rockery walls in excess of 10 feet in height, and the walls constructed with  
25 surcharge loads from above (tiered walls), were not constructed in accordance with the approved  
26 plans and specifications, and materially deviate from the permitted plans and specifications.

27 17. For the purposes of this declaration we are limiting the non-conformance items  
28 single-tiered walls above four (4) feet in height and multi-tiered walls.

1           18.     I am aware of at least four rockery walls that have failed in the Somerset HOA.  
2 The failures were addressed by Somerset's Contractors by strengthening them in place with soil  
3 nailing or complete removal and replacement with flatter slopes. The walls that have been or are  
4 undergoing the above repairs will be substantially complete.

5           19.     In my opinion, the rockery walls identified in the American Geotechnical reports,  
6 and the American Geotechnical spreadsheet, which are greater than 10 feet, as well as the tiered  
7 walls with inadequate bench width imposing a surcharge on lower walls, materially deviate from  
8 the plans and specifications for rockery retaining walls in Somerset. As such, it renders these  
9 rockery wall structures unstable, and thereby not fit for the purpose for which they were intended,  
10 nor for the minimum duration for which they are to perform; specifically, being less likely to  
11 provide support for the stated infrastructure, homes and other structures for not less than 50 years.  
12 As such, it is my opinion that the identified walls are not substantially complete.

13           I declare under penalty of perjury under the laws of the State of Nevada that the foregoing  
14 is true and correct.

15           **Affirmation:** The undersigned hereby affirms that the foregoing document does not  
16 contain the social security number of any person.

17

18           Executed April 24, 2019 at Reno, Nevada.

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JOSEPH F. SHIELDS

EXHIBIT 5

EXHIBIT 5



## **SHIELDS ENGINEERING, inc**

9585 Prototype Court, Suite A

Reno, Nevada 89521

775.829.9277

www.shieldsengineering.com

### **Joseph F. Shields, CE/SE, Structural Engineer**

#### **EDUCATION:**

BSCE, 1987, University of Nevada, Reno, Civil Engineering

MSCE, 1989, University of Nevada, Reno, Structural Engineering

#### **EXPERIENCE:**

1989-1993, Ferrari & Associates Structural Engineers, Staff Engineer

1993-1997, Martin Peltyn & Early Structural Engineers, Project Structural Engineer

1997-2015, Ferrari Shields & Associates Structural Engineers, Principal Structural Engineer

2015–Present, Shields Engineering, inc, President

#### **REGISTRATION:**

Nevada - Civil and Structural Engineer #10202

Arizona – Structural Engineer

California – Civil and Structural Engineer

Colorado – Professional Engineer

Idaho – Civil and Structural Engineer

Illinois – Structural Engineer

Washington – Structural Engineer

Wyoming – Structural Engineer

#### **PROFESSIONAL AFFILIATIONS:**

Model Law Structural Engineer (NCEES)

Structural Engineer's Association of Central California (SEA OCC)

#### **PUBLICATIONS:**

"Variation of Prestress Forces in a Prestressed Concrete Bridge during the First 30 Months," PCI Journal, Precast/Prestressed Concrete Institute, Vol. 41, No. 5, September/October 1996.

"Monitoring Prestress Forces in a Box Girder Bridge," NATO ASI Series E: Applied Sciences - Vol. 187, Kluwer Academic Publishers, April-May 1990.

"Monitoring Prestress Forces in a Box Girder Bridge," NATO, U.S.-European Symposium on Bridges, Baltimore, Maryland, May 1990.

"Direct Field Measurement of Prestress Losses in Box Girder Bridges," Center for Civil Engineering Earthquake Research, Report No. CCEER-89-4, University of Nevada, Reno, December 1989.

"Direct Field Measurement of Prestress Losses in Box Girder Bridges," ACI Annual Convention, Atlanta, Georgia, February 1989.

#### **EXPERT WITNESS EXPERIENCE:**

Barney, Pritchard adv. Amererican Family Ins. Company. Mr. Shields served as a Structural Engineering Expert representing an Owner.

Adgame et. al. vs. Silver Bear Swim et. al., Reno, Nevada. Mr. Shields served as a Structural Engineering Expert representing an Owner.

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James & Ellen La Frieda vs. Nancy Gilbert et al., Reno, Nevada. Mr. Shields served as a Structural Engineering Expert representing a Homeowner.

Hornback vs. Hornback Brothers Construction, et al., Reno, Nevada. Mr. Shields served as a Structural Engineering Expert representing a flooring subcontractor. 2013.

Pinecrest Construction vs. Vaughn Industrial Park, Reno, Nevada. Mr. Shields served as a Structural Engineering Expert representing the Owner of a two-story office building. 2012 – 2014.

Hartman et. al. vs. Silverstar Associates, Reno, Nevada. Mr. Shields served as a Structural Engineering Expert for an Insurance Company that represented the Framing Contractor. 2011 - 2012.

Anastassatos et. al. vs. Silverstar Associates, Reno, Nevada. Mr. Shields served as a Structural Engineering Expert for the Insurance Company representing the Framing Contractor. 2012.

Doug & Laurie Clifford Residence, Scottsdale, Arizona. Mr. Shields served as a Structural Engineering Expert for the homeowners of a residence with structural distress. 2005.



# EXHIBIT 6

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# EXHIBIT 6

Rockery Wall Summary Table

AG Map #	Wall ID #	Unit/ Phase Name	Rockery Wall Permit #	Civil Designer (Page #)	Civil Plans have Detail or Cross Sec Y/N	Wall Designer	Geotechnical Report By & Date (Rockery wall rec page #)	Final Rockery Wall Report & Date	Length	Rockery Wall Observed # of Tiers	Rockery Wall Field Measured Max. Height (ft)
1	1	Sierra Canyon Village 9	LDP-05-01056	Mackay & Samps (C-11 of C-22)	Y		Kleinfelder 07-06-04		41	1	7.5
2	43	5C @ Somerset	LDP05-00476	Odyssey (Sht G-3, G-7)	Y	Harian Fricke		Stantec 12/21/2006		2 (L)	8
	44	5C @ Somerset	LDP05-00476	Odyssey (Sht G-3, G-7)	Y	Harian Fricke		Stantec 12/21/2006	262	2 (U)	10
	45	5C @ Somerset	LDP05-00476	Odyssey (Sht G-4, G-7)	Y	Harian Fricke		Stantec 12/21/2006	281	1	4-8.5
	46	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-9)					81	1	4-5
	47	2H @ Somerset	LDP05-07892	Odyssey (Sht G-2, G-3)	Y	Harian Fricke		Stantec 12/21/2006	273	1	3-12
	48	5C @ Somerset	LDP05-00476	Odyssey (Sht G-3, G-7)	Y	Harian Fricke		Stantec 12/21/2006	216	1	6.5-9
	49	5C @ Somerset	LDP05-00476	Odyssey (Sht G-2, G-7)	Y	Harian Fricke		Stantec 12/21/2006		1	KEYSTONE TYPE WALL
	56	2H @ Somerset	LDP05-07892	Odyssey (Sht G-2, G-3)	Y	Harian Fricke		Stantec 12/21/2006	213	1	7-9
	57	2H @ Somerset	LDP05-07892	Odyssey (Sht G-2, G-3)	Y	Harian Fricke		Stantec 12/21/2006	321	1	7-11.5
	60	2H @ Somerset	LDP05-07892	Odyssey (Sht G-1, G-3)	Y	Harian Fricke		Stantec 12/21/2006	297	1	7-11
	63	5A @ Somerset	LDP05-01685	Manard (Sht 5)	Y	Harian Fricke		Stantec 12/21/2006	132	2 (L)	7-8
	64	5A @ Somerset	LDP05-01685	Manard (Sht 5)	Y	Harian Fricke		Stantec 12/21/2006	282	2 (U/L)	12
	65	5A @ Somerset	LDP05-01685	Manard (Sht 5)	Y	Harian Fricke		Stantec 12/21/2006	161	2 (U)	10-12
	114	5C @ Somerset	LDP05-00476	Odyssey (Sht G-3, G-7)	Y	Harian Fricke		Stantec 12/21/2006	218	1	6
	113	5C @ Somerset	LDP05-00476	Odyssey (Sht G-3, G-7)	Y	Harian Fricke		Stantec 12/21/2006	1335	4 (L)	10
	115	5C @ Somerset	LDP05-00476	Odyssey (Sht G-3, G-7)	Y	Harian Fricke		Stantec 12/21/2006	689	4 (M1)	8-11
	116	5C @ Somerset	LDP05-00476	Odyssey (Sht G-3, G-7)	Y	Harian Fricke		Stantec 12/21/2006	558	4 (M2)	8-10
	117	5C @ Somerset	LDP05-00476	Odyssey (Sht G-3, G-7)	Y	Harian Fricke		Stantec 12/21/2006	137	4 (U)	10
	118	5D @ Somerset?							172	2 (L)	5-6
	119	5D @ Somerset?							155	2 (U)	7
	120	5C @ Somerset	LDP05-00476	Odyssey (Sht G-2, G-7)	Y	Harian Fricke		Stantec 12/21/2006	256	1	10-13
	121	5C @ Somerset	LDP05-00476	Odyssey (Sht G-2, G-7)	Y	Harian Fricke		Stantec 12/21/2006	437	1	8
	122	5C @ Somerset	LDP05-00476	Odyssey (Sht G-1, G-7)	Y	Harian Fricke		Stantec 12/21/2006	664	2 (L)	10-11
	123	5C @ Somerset	LDP05-00476	Odyssey (Sht G-1, G-7)	Y	Harian Fricke		Stantec 12/21/2006	282	2 (U)	7
	124	5A @ Somerset	LDP05-01685	Manard (Sht 5)	Y	Harian Fricke		Stantec 12/21/2006	420	3 (U)	7-8
	125	5A @ Somerset	LDP05-01685	Manard (Sht 5)	Y	Harian Fricke		Stantec 12/21/2006	413	3 (M)	10
	126	5A @ Somerset	LDP05-01685	Manard (Sht 5)	Y	Harian Fricke		Stantec 12/21/2006	121	3 (L)	10
	127	5C @ Somerset	LDP05-00476	Odyssey (Sht G-2, G-7)	Y	Harian Fricke		Stantec 12/21/2006	102	1	7
	129	5C @ Somerset	LDP05-00476	Odyssey (Sht G-2, G-7)	Y	Harian Fricke		Stantec 12/21/2006	456	3 (U)	8-9
	130	5C @ Somerset	LDP05-00476	Odyssey (Sht G-2, G-7)	Y	Harian Fricke		Stantec 12/21/2006	559	3 (M)	
	131	5C @ Somerset	LDP05-00476	Odyssey (Sht G-2, G-7)	Y	Harian Fricke		Stantec 12/21/2006	246	3 (L)	
	133	2H @ Somerset	LDP05-07892	Odyssey (Sht G-1, G-3)	Y	Harian Fricke		Stantec 12/21/2006	86	1	9
	1012	5D @ Somerset?								1	
	58	2H @ Somerset	LDP05-07892	Odyssey (Sht G-1, G-2, G-3)	Y	Harian Fricke		Stantec 12/21/2006	436	1	8
	59	2H @ Somerset	LDP05-07892	Odyssey (Sht G-1, G-2, G-3)	Y	Harian Fricke		Stantec 12/21/2006	436	1	11

Rockery Wall Summary Table

AG Map #	Wall ID #	Unit/ Phase Name	Rockery Wall Permit #	Civil Designer (Page #)	Civil Plans have Detail or Cross Sec Y/N	Wall Designer	Geotechnical Report By & Date (Rockery wall rec page #)	Final Rockery Wall Report & Date	Length	Rockery Wall Observed # of Tiers	Rockery Wall Field Measured Max. Height (ft)
3	62	4F @ Somerset	LDP04-02601	Summit (St D-3)	N			Stanlec 12/21/2006	168	1	5-6
	67	4F @ Somerset	LDP04-02601	Summit (St D-3)	N			Stanlec 12/21/2006	126	1	8
	66	4F @ Somerset	LDP04-02601	Summit (St D-3)	N			Stanlec 12/21/2006	359	2 (U)	8
	68	4F @ Somerset	LDP04-02601	Summit (St D-3)	N			Stanlec 12/21/2006	92	2 (L)	8
	69	4F @ Somerset	LDP04-02601	Summit (St D-3)	N			Stanlec 12/21/2006	21	2 (L)	8-9
	70	4F @ Somerset	LDP04-02601	Summit (St D-3)	N			Stanlec 12/21/2006	106	2 (U)	10-12
	71	4F @ Somerset	LDP04-02601	Summit (St D-3)	N			Stanlec 12/21/2006	166	2 (L)	6-7
	72	4F @ Somerset	LDP04-02601	Summit (St D-3)	N			Stanlec 12/21/2006	343	2 (U)	10-12
	128	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-6)		Harlan Fricke			120	1	6
	132	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-6)		Harlan Fricke			37	1	2
	73	4A @ Somerset	LDP04-04745	Stanlec (Sht GP-1, GP-2)	Y		Stanlec 05/26/2004	Stanlec 12/21/2006	203	1	10-12
4	79	4A @ Somerset	LDP04-04745	Stanlec (Sht GP-1, GP-2)	Y		Stanlec 05/26/2004	Stanlec 12/21/2006	99	1	4-4.5
	320	4B-4E @ Somerset	LDP04-04771	Stanlec (Sht GP-7, GP-8)	N		Stanlec 05/26/2004	Stanlec 12/21/2006	101	2 (L)	8-10
	321	4B-4E @ Somerset	LDP04-04771	Stanlec (Sht GP-7, GP-8)	N		Stanlec 05/26/2004	Stanlec 12/21/2006	130	2 (U)	8-9
	322	4B-4E @ Somerset	LDP04-04771	Stanlec (Sht GP-7, GP-8)	N		Stanlec 05/26/2004	Stanlec 12/21/2006	347	3 (U)	7-8
	323	4B-4E @ Somerset	LDP04-04771	Stanlec (Sht GP-7, GP-8)	N		Stanlec 05/26/2004	Stanlec 12/21/2006	376	3 (M)	9
	324	4B-4E @ Somerset	LDP04-04771	Stanlec (Sht GP-7, GP-8)	N		Stanlec 05/26/2004	Stanlec 12/21/2006	442	3 (L)	5-6
	325	4B-4E @ Somerset	LDP04-04771	Stanlec (Sht GP-7, GP-8)	N		Stanlec 05/26/2004	Stanlec 12/21/2006	363	2 (L)	7-8
	326	4B-4E @ Somerset	LDP04-04771	Stanlec (Sht GP-7, GP-8)	N		Stanlec 05/26/2004	Stanlec 12/21/2006	354	2 (U)	10
	76	4A @ Somerset	LDP04-04745	Stanlec (Sht GP-2)	Y		Stanlec 05/26/2004	Stanlec 12/21/2006	35	1	8-9
	77	4A @ Somerset	LDP04-04745	Stanlec (Sht GP-2)	Y		Stanlec 05/26/2004	Stanlec 12/21/2006	131	1	5
	78	4A @ Somerset	LDP04-04745	Stanlec (Sht GP-1)	Y		Stanlec 05/26/2004	Stanlec 12/21/2006	121	1	3-6
	315	4B-E @ Somerset	LDP04-04771	Stanlec (Sht GP-5, GP-6, GP-8)	N		Stanlec 05/26/2004	Stanlec 12/21/2006	510	4 (U)	10
5	316	4B-E @ Somerset	LDP04-04771	Stanlec (Sht GP-5, GP-6, GP-8)	N		Stanlec 05/26/2004	Stanlec 12/21/2006	466	4 (M2)	9-10
	317	4B-E @ Somerset	LDP04-04771	Stanlec (Sht GP-5, GP-6, GP-8)	N		Stanlec 05/26/2004	Stanlec 12/21/2006	332	4 (M1)	8-10
	318	4A @ Somerset	LDP04-04745	Stanlec (Sht GP-2)	Y		Stanlec 05/26/2004	Stanlec 12/21/2006	368	4 (L)	6-8
	319	4A @ Somerset	LDP04-04745	Stanlec (Sht GP-2)	Y		Stanlec 05/26/2004	Stanlec 12/21/2006	477	1	6-12
	74	4A @ Somerset	LDP04-04745	Stanlec (Sht GP-2)	Y		Stanlec 05/26/2004	Stanlec 12/21/2006	374	2 (L)	8.5-10
	75	4A @ Somerset	LDP04-04745	Stanlec (Sht GP-2)	Y		Stanlec 05/26/2004	Stanlec 12/21/2006	621	2 (U)	9.5-5
	80	4A @ Somerset	LDP04-04745	Stanlec (Sht GP-2)	Y		Stanlec 05/26/2004	Stanlec 12/21/2006	868	1	8-11
	81	4A @ Somerset	LDP04-04745	Stanlec (Sht GP-2)	Y		Stanlec 05/26/2004	Stanlec 12/21/2006	1083	1	7.5-10.5
	82	4A @ Somerset	LDP04-04745	Stanlec (Sht GP-2)	Y		Stanlec 05/26/2004	Stanlec 12/21/2006	187	1	10
	83	4F @ Somerset	LDP04-02601	Summit (Sht G-1 & D-3)	N		Stanlec 05/26/2004	Stanlec 12/21/2006	166	2 (L)	9.5-11.5
	84	4F @ Somerset	LDP04-02601	Summit (Sht G-1 & D-3)	N		Stanlec 05/26/2004	Stanlec 12/21/2006	390	2 (U)	7.5-13
	85	4C @ Somerset?							60	1	5
6	1013	4A @ Somerset	LDP04-04745	Stanlec (Sht GP-1, GP-2)	Y		Stanlec 05/26/2004	Stanlec 12/21/2006		1	9.5-10
	1014	4A @ Somerset	LDP04-04745	Stanlec (Sht GP-1, GP-2)	Y		Stanlec 05/26/2004	Stanlec 12/21/2006		1	10
	1015	4A @ Somerset	LDP04-04745	Stanlec (Sht GP-1, GP-2)	Y		Stanlec 05/26/2004	Stanlec 12/21/2006		1	8.5

Rockery Wall Summary Table

AG Map #	Wall ID #	Unit/ Phase Name	Rockery Wall Permit #	Civil Designer (Page #)	Civil Plans have Detail or Cross Sec Y/N	Wall Designer	Geotechnical Report By & Date (Rockery wall rec page #)	Final Rockery Wall Report & Date	Length	Rockery Wall Observed # of Tiers	Rockery Wall Field Measured Max. Height (ft)
7	50	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-1)	N		Converse 03/12/04	Slantec 12/21/2006	56	1	8
	51	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-1, G-2)	N		Converse 03/12/04	Slantec 12/21/2006	178	1	8
	52	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-2)	N		Converse 03/12/04	Slantec 12/21/2006	188	1	7-11
	53	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-2)	N		Converse 03/12/04	Slantec 12/21/2006	26	1	4
	55	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-2)	N		Converse 03/12/04	Slantec 12/21/2006	139	1	11
	61	2H @ Somerset	LDP05-07892	Odyssey (Sht G-1, G-3)	Y		Converse 03/12/04	Slantec 12/21/2006	304	1	
	134	2H @ Somerset	LDP05-07892	Odyssey (Sht G-1, G-3)	Y			Slantec 12/21/2006	134	2 (U)	9
	135	2H @ Somerset	LDP05-07892	Odyssey (Sht G-1, G-3)	Y			Slantec 12/21/2006	334	2 (L)	9
	136	2H @ Somerset	LDP05-07892	Odyssey (Sht G-1, G-3)	Y			Slantec 12/21/2006	62	1	6-9
	137	2H @ Somerset	LDP05-07892	Odyssey (Sht G-1, G-3)	Y			Slantec 12/21/2006	225	2 (L)	9-11.5
	138	2H @ Somerset	LDP05-07892	Odyssey (Sht G-1, G-3)	Y			Slantec 12/21/2006	411	2 (U)	
	139	Wintercreek Unit 1	LDP05-01155	Codega (Sht G-1)	N		Converse 03/12/04	Slantec 12/21/2006	95	2 (L)	6-8
	141	Area 2 Phase 1 @ Somerset (2B, 2D, G)	LDP03-07575	Sumit (Sht G-2, D-2)	Y	Harian Fricke	Converse 03/12/04	Slantec 12/21/2006	143	2 (U)	6-9
	142	Area 2 Phase 1 @ Somerset (2B, 2D, G)	LDP03-07575	Sumit (Sht G-2, D-2)	Y	Harian Fricke		Slantec 12/21/2006	60	1	7
	2	Wintercreek Unit 3	LDP06-06095	Codega (Sht G-3)	N		Converse 03/12/04	Slantec 12/21/2006	834	1	9-10.5
	3	SBE @ Somerset	LDP05-06279	Manhard (Sht 13, 44)	Y			Slantec 12/21/2006	30	1	4-5
	4	Wintercreek Unit 3	LDP06-06095	Codega (Sht G-3)	N		Converse 03/12/04	Slantec 12/21/2006	76	1	4-6
	5	Wintercreek Unit 3	LDP06-06095	Codega (Sht G-3)	N		Converse 03/12/04	Slantec 12/21/2006	156	1	7.5
	6	Wintercreek Unit 3	LDP06-06095	Codega (Sht G-3)	N		Converse 03/12/04	Slantec 12/21/2006	322	1	
	7	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-3)	N		Converse 03/12/04	Slantec 12/21/2006	60	1	<7
	8	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	190	1	<10
	9	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	111	3 (L)	4
	10	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	204	3 (M)	<10
	11	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	75	3 (L)	<8
	12	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	466	3 (U/M)	12
	13	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	288	3 (L)	<12
	14	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	474	3 (U)	4-5
	15	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	374	3 (M)	12-15
	16	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	66	2 (U)	<6
	17	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	58	2 (L)	1.5-2
	18	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	95	1	5
	19	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	195	2 (U)	10
	20	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	167	2 (L)	8
	21	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-3)	N		Converse 03/12/04	Slantec 12/21/2006	122	1	6
	22	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-3)	N		Converse 03/12/04	Slantec 12/21/2006	55	1	6
8	2	Wintercreek Unit 3	LDP06-06095	Codega (Sht G-3)	N		Converse 03/12/04	Slantec 12/21/2006	30	1	4-5
	3	SBE @ Somerset	LDP05-06279	Manhard (Sht 13, 44)	Y		Converse 03/12/04	Slantec 12/21/2006	176	1	4-7
4	4	Wintercreek Unit 3	LDP06-06095	Codega (Sht G-3)	N		Converse 03/12/04	Slantec 12/21/2006	76	1	4-6
	5	Wintercreek Unit 3	LDP06-06095	Codega (Sht G-3)	N		Converse 03/12/04	Slantec 12/21/2006	156	1	7.5
6	6	Wintercreek Unit 3	LDP06-06095	Codega (Sht G-3)	N		Converse 03/12/04	Slantec 12/21/2006	322	1	
	7	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-3)	N		Converse 03/12/04	Slantec 12/21/2006	60	1	<7
8	8	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	190	1	<10
	9	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	111	3 (L)	4
10	10	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	204	3 (M)	<10
	11	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	75	3 (L)	<8
12	12	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	466	3 (U/M)	12
	13	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	288	3 (L)	<12
14	14	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	474	3 (U)	4-5
	15	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	374	3 (M)	12-15
16	16	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	66	2 (U)	<6
	17	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	58	2 (L)	1.5-2
18	18	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	95	1	5
	19	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	195	2 (U)	10
20	20	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-4)	N		Converse 03/12/04	Slantec 12/21/2006	167	2 (L)	8
	21	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-3)	N		Converse 03/12/04	Slantec 12/21/2006	122	1	6
22	22	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-3)	N		Converse 03/12/04	Slantec 12/21/2006	55	1	6



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9	31	SBE @ Somerset	LDP05-06279	Manhard (Sht 15, 44)	Y		CME 10/17/14 & Stantec 07/05/05 (pg 8, 9, 25, 26)	Stantec 12/21/2006	14	1	12
	32	SBE @ Somerset	LDP05-06279	Manhard (Sht 15, 44)	Y		CME 10/17/14 & Stantec 07/05/05 (pg 8, 9, 25, 26)	Stantec 12/21/2006	1200	3 (U)	12
	33	SBE @ Somerset	LDP05-06279	Manhard (Sht 15, 44)	Y		CME 10/17/14 & Stantec 07/05/05 (pg 8, 9, 25, 26)	Stantec 12/21/2006	1047	3 (M)	6
	34	SBE @ Somerset	LDP05-06279	Manhard (Sht 15, 44)	Y		CME 10/17/14 & Stantec 07/05/05 (pg 8, 9, 25, 26)	Stantec 12/21/2006	755	3 (L)	5-6
10	23	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-3)	N		Converse 03/12/04	Stantec 12/21/2006	112	1	4
	24	Somersett 2F	LDP04-06819	Odyssey (Sht G-2)	Y	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	226	3 (L)	12-15
	25	Somersett 2F	LDP04-06819	Odyssey (Sht G-2)	Y	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	223	3 (U)	12-15
	26	Somersett 2F	LDP04-06819	Odyssey (Sht G-2)	Y	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	335	3 (M)	12
	27	Somersett 2F	LDP04-06819	Odyssey (Sht G-2)	Y	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	335	2 (L)	12
	28	Somersett 2F	LDP04-06819	Odyssey (Sht G-2)	Y	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	468	2 (U)	12
	29	Somersett 2E	LDP04-10805	Manhard (Sht 15) Revised 5/17	Y	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	339	1	6-8
	30	Somersett 2F	LDP04-06819	Odyssey (Sht G-3)	Y	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	223	1	5
	35	Somersett 2E	LDP04-10805	Manhard (Sht 18) Revised 5/17	Y	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	82	2 (L)	10
	36	Somersett 2E	LDP04-10805	Manhard (Sht 17 & 18) Revised 5/17	Y	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	187	2 (U)	8-10
	37	Somersett 2E	LDP04-10805	Manhard (Sht 17) Revised 5/17	Y	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	137	1	4-5
	38	Somersett 2E	LDP04-10805	Manhard (Sht 17) Revised 5/17		Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	214	1	8
	39	Somersett 2E	LDP04-10805	Manhard (Sht 16) Revised 5/17		Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	94	1	5-6
	40	Somersett 2E	LDP04-10805	Manhard (Sht 17 & 18) Revised 5/17	Y	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	685	3 (M)	12-15
	41	Somersett 2E	LDP04-10805	Manhard (Sht 17) Revised 5/17	Y	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	596	3 (U)	2-10
	109	Somersett 2E	LDP04-10805	Manhard (Sht 17 & 18) Revised 5/17	Y	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	672	3 (L)	10-12
	42	Somersett 2F	LDP04-06819	Odyssey (Sht G-1)	Y	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	139	1	2-8
	110	Somersett 2E	LDP04-10805	Manhard (Sht 14) Revised 5/17	Y	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	288	3 (U)	12
	111	Somersett 2E	LDP04-10805	Manhard (Sht 14) Revised 5/17	Y	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	278	3 (M)	10-12
	112	Somersett 2E	LDP04-10805	Manhard (Sht 14) Revised 5/17	Y	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	261	3 (L)	12
	144	Somersett 2F	LDP04-06819	Odyssey (Sht G-1, G-2)	N	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	1226	2 (U)	8-10
	145	Somersett 2F	LDP04-06819	Odyssey (Sht G-1, G-2)	N	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	1476	2 (L)	10-15
	1007	Wintercreek Unit 2	LDP05-01155	Codega (Sht G-3)	N		Converse 03/12/04	Stantec 12/21/2006	50	1	4
	1008	Somersett Area 2, Phase 1 (2B, 2D, 2G)	LDP03-07575	Summit (Sht G-5)	Y	Haran Fricke	Summit 07/22/04	Stantec 12/21/2006	105	1	6
	1009	Somersett 2E	LDP04-10805	Manhard (Sht 13)	N	Haran Fricke	Summit 07/22/04	Stantec 11/15/2006	285	1	6-8

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11	86	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-4)		Harlan Fricke			49	1	2-3
	87	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-4)		Harlan Fricke			111	1	2-3
	88	21 @ Somerset	LDP04-04446	Summit (Sht D-5)	N			Startec 11/28/2006	263	1	8-10
	89	21 @ Somerset	LDP04-04446	Summit (Sht D-5 & D-6)	N			Startec 11/28/2006	376	2 (L)	2-12
	90	21 @ Somerset	LDP04-04446	Summit (Sht D-5 & D-6)	N			Startec 11/28/2006	546	2 (U)	12
	91	21 @ Somerset	LDP04-04446	Summit (Sht D-5 & D-6)	N			Startec 11/28/2006	89	1	3-6
	92	21 @ Somerset	LDP04-04446	Summit (Sht D-5 & D-6)	N			Startec 11/28/2006	152	2 (L)	8-12
	93	21 @ Somerset	LDP04-04446	Summit (Sht D-5 & D-6)	N			Startec 11/28/2006	200	2 (L)	6-10
	94	21 @ Somerset	LDP04-04446	Summit (Sht D-5 & D-6)	N			Startec 11/28/2006	448	2 (U)	8-12
	143	Area 2, Phase 1 @ Somerset?							46	1	1-2
	170	21 @ Somerset	LDP04-04446	Summit (Sht D-6)	N			Startec 11/28/2006	137	3 (L)	5-10
	171	21 @ Somerset	LDP04-04446	Summit (Sht D-6)	N			Startec 11/28/2006	432	3 (M)	8-10
	172	21 @ Somerset	LDP04-04446	Summit (Sht D-6)	N			Startec 11/28/2006	499	3 (U)	6-12
	173	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-4)		Harlan Fricke			75	1	3-12
12	174	Area 3, Phase 1 @ Somerset	LDP03-11535	Summit (Sht G-1)	N			Startec 12/21/2006	126	1	4-10
	175	Area 3, Phase 1 @ Somerset	LDP03-11535	Summit (Sht G-1)	N			Startec 12/21/2006	108	1	4-6
	176	Area 3, Phase 1 @ Somerset	LDP03-11535	Summit (Sht G-1)	N			Startec 12/21/2006	113	1	3-6
	304	Area 3, Phase 1 @ Somerset	LDP03-11535	Summit (Sht G-3, D-5)	N			Startec 12/21/2006	230	1	5-6
	305	Area 3, Phase 1 @ Somerset	LDP03-11535	Summit (Sht G-4, D-6)	N			Startec 12/21/2006	122	2 (L)	5-6
	306	Area 3, Phase 1 @ Somerset	LDP03-11535	Summit (Sht G-4, D-6)	N			Startec 12/21/2006	388	2 (U)	6-8
	313	4A @ Somerset?							215	1	6-8
	1010	Area 3, Phase 1 @ Somerset	LDP03-11535	Summit (Sht G-4, D-6)	N			Startec 12/21/2006		1	10
	95	3B @ Somerset	LDP03-02461	Summit (Sht G-1, G-2, D-3)	N			Startec 12/21/2006	478	1	6-7?
	162	3C @ Somerset	LDP04-01402	Odyssey (G-2)	Y	Michael "Tony" Regan SE	Summit 02/20/03		45	1	4
	163	3C @ Somerset	LDP04-01402	Odyssey (G-2)	Y	Michael "Tony" Regan SE	Summit 02/20/03		104	1	4
	164	3C @ Somerset	LDP04-01402	Odyssey (G-2)	Y	Michael "Tony" Regan SE	Summit 02/20/03		236	1	8-9
	165	3C @ Somerset	LDP04-01402	Odyssey (G-2)	Y	Michael "Tony" Regan SE	Summit 02/20/03		387	1	2-10
13	177	3C @ Somerset	LDP04-01402	Odyssey (G-2)	Y	Michael "Tony" Regan SE	Summit 02/20/03		182	2 (L)	8-12
	178	3C @ Somerset	LDP04-01402	Odyssey (G-2)	Y	Michael "Tony" Regan SE	Summit 02/20/03		392	2 (U)	2-10
	1011	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-3)		Harlan Fricke			265	2 (L)	8-12
	179	Area 3, Phase 1 @ Somerset	LDP03-11535	Summit (Sht G-3, D-5)	N			Startec 12/21/2006	86	1	3-6
	180	Area 3, Phase 1 @ Somerset	LDP03-11535	Summit (Sht G-3, D-5)	N			Startec 12/21/2006	77	1	3-5
	181	Area 3, Phase 1 @ Somerset	LDP03-11535	Summit (Sht G-3, D-5)	N			Startec 12/21/2006	217	1	3-5
	182	Area 3, Phase 1 @ Somerset	LDP03-11535	Summit (Sht G-3, D-5)	N			Startec 12/21/2006	149	1	5-8
	183	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-2)		Harlan Fricke			394	1	8-10
	298	3A @ Somerset	LDP03-04267	Summit (Sht D-3)	Y			Startec 12/21/2006	193	1	6-8
	299	3C @ Somerset	LDP04-01402	Odyssey (Sht G-2)	Y	Michael "Tony" Regan SE	Summit 02/20/03		112	1	5-10
	300	3C @ Somerset	LDP04-01402	Odyssey (Sht G-2)	Y	Michael "Tony" Regan SE	Summit 02/20/03		157	1	4-8
	301	3C @ Somerset	LDP04-01402	Odyssey (Sht G-2)	Y	Michael "Tony" Regan SE	Summit 02/20/03		387	2 (L)	8-10
	302	3C @ Somerset	LDP04-01402	Odyssey (Sht G-2)	Y	Michael "Tony" Regan SE	Summit 02/20/03		321	2 (U)	10-12
	303	3C @ Somerset	LDP04-01402	Odyssey (Sht G-2)	Y	Michael "Tony" Regan SE	Summit 02/20/03		103	1	6-8

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14	147	2A @ Somerset	LDP03-05141	Summit (Sht G-1)	Y	Harlan Fricke		Stantec 12/21/2006	85	1	3-8
	191	2A @ Somerset	LDP03-05141	Summit (Sht G-1)	Y	Harlan Fricke		Stantec 12/21/2006	92	1	8
	146	Area 2, Phase 1 @ Somerset (2B, 2D, 2G)	LDP03-0775	Summit (Sht G-7, G-8, D-2)	Y	Harlan Fricke		Stantec 12/21/2006	257	1	8-10
15	155	2C @ Somerset	LDP04-10620	Stantec (Sht GP-1)	Y*		Summit 02/27/03		277	2 (U)	10-12
	156	2C @ Somerset	LDP04-10620	Stantec (Sht GP-1)	Y*		Summit 02/27/03		256	2 (L)	6
	157	2C @ Somerset	LDP04-10620	Stantec (Sht GP-1)	Y*		Summit 02/27/03		248	1	4-6
	166	Area 2, Phase 1 @ Somerset (2B, 2D, 2G)	LDP03-0775	Summit (Sht G-7, G-8, D-2)	Y	Harlan Fricke		Stantec 12/21/2006	347	1	10-12
	167	Area 2, Phase 1 @ Somerset (2B, 2D, 2G)	LDP03-0775	Summit (Sht G-8, D-2)	Y	Harlan Fricke		Stantec 12/21/2006	118	2 (U)	6
16	168	Area 2, Phase 1 @ Somerset (2B, 2D, 2G)	LDP03-0775	Summit (Sht G-8, D-2)	Y	Harlan Fricke		Stantec 12/21/2006	191	2 (L)	6
	169								257	1	8-10
	218								395	1	5-8
	219								287	1	8-15
	220								623	1	2-18
17	221								201	1	4-10
	192								115	1	3
	193	Somerset Parkway Ph 3A	LDP03-02288	Summit (G-1, G-3, D-4)	Y*			Stantec 12/21/2006	18	1	1
	194	Somerset Parkway Ph 3A	LDP03-02288	Summit (G-1, G-3, D-4)	Y*			Stantec 12/21/2006	18	1	12
	195	Somerset Parkway Ph 3A	LDP03-02288	Summit (G-1, G-3, D-4)	Y*			Stantec 12/21/2006	14	1	10
18	213	Willow Ranch Ph 1		Summit (G-4, D-4)	Y*			Stantec 12/21/2006	158	1	3
	214	Willow Ranch Ph 1		Summit (G-3, D-4)	Y*			Stantec 12/21/2006	148	2 (U)	12
	215	Willow Ranch Ph 1		Summit (G-3, D-4)	Y*			Stantec 12/21/2006	166	2 (L)	10-12
	216	Willow Ranch Ph 1		Summit (G-3, D-4)	Y*			Stantec 12/21/2006	449	1	3
	217	Willow Ranch Ph 1		Summit (G-3, D-4)	Y*			Stantec 12/21/2006	51	1	6
	278	Somerset Parkway Ph 3A	LDP03-02288	Summit (G-1, G-3, D-4)	Y*			Stantec 12/21/2006	236	1	10-12
	280	Somerset Parkway Ph 3A	LDP03-02288	Summit (G-1, G-3, D-4)	Y*			Stantec 12/21/2006	99	6 (U5)	10-12
	281	Somerset Parkway Ph 3A	LDP03-02288	Summit (G-1, G-3, D-4)	Y*			Stantec 12/21/2006	87	6 (U6)	8-15
19	282	Somerset Parkway Ph 3A	LDP03-02288	Summit (G-1, G-3, D-4)	Y*			Stantec 12/21/2006	167	6 (M4)	10
	283	Somerset Parkway Ph 3A	LDP03-02288	Summit (G-1, G-3, D-4)	Y*			Stantec 12/21/2006	226	6 (M3)	10-18
	284	Somerset Parkway Ph 3A	LDP03-02288	Summit (G-1, G-3, D-4)	Y*			Stantec 12/21/2006	213	6 (L2)	10-12
	285	Somerset Parkway Ph 3A	LDP03-02288	Summit (G-1, G-3, D-4)	Y*			Stantec 12/21/2006	175	6 (L1)	5-12
	286	Somerset Parkway Ph 3A	LDP03-02288	Summit (G-1, G-3, D-4)	Y*			Stantec 12/21/2006	27	1	3-8



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19	148	3F @ Somerset	LDP03-04002	Summit (G-1)	N			Nortech 10/02/2006	121	1	5-7
	149	3G @ Somerset	LDP03-11535	Summit (G-1)	N			Stantec 11/30/2006	49	2 (L)	7
	150	3G @ Somerset	LDP03-11535	Summit (G-1)	N			Stantec 11/30/2006	75	2 (U)	6
	151	3G @ Somerset	LDP03-11535	Summit (G-1)	N			Stantec 11/30/2006	69	2 (U)	4-5
	152	3G @ Somerset	LDP03-11535	Summit (G-1)	N			Stantec 11/30/2006	16	2 (L)	8
	153	3G @ Somerset	LDP03-11535	Summit (G-1)	N			Stantec 11/30/2006	20	2 (L)	8
	184	3A @ Somerset	LDP03-04267	Summit (Sht D-3)	Y			Stantec 12/21/2006	19	2 (U)	8
	185	3A @ Somerset	LDP03-04267	Summit (Sht D-3)	Y			Stantec 12/21/2006	23	2 (U)	6
	186	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-2)		Harlan Fricke			86	1	6-7
	187	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-2)		Harlan Fricke			102	1	3-4
	188	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-2)		Harlan Fricke			61	1	5
	189	3A @ Somerset	LDP03-04267	Summit (Sht G-1, D-3)	Y			Stantec 12/21/2006	69	2 (L)	6-12
	190	3A @ Somerset	LDP03-04267	Summit (Sht G-1, D-3)	Y			Stantec 12/21/2006	62	2 (U)	7
	287	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-2)		Harlan Fricke			115	1	5-8
	289	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-2)		Harlan Fricke			53	1	8
	288	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-2)		Harlan Fricke			115	3 (L)	5-8
	290	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-2)		Harlan Fricke			50	3 (U)	3
	291	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-2)		Harlan Fricke			451	3 (M)	6-10
	292	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-2)		Harlan Fricke			56	1	7-8
	293	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-2)		Harlan Fricke			18	1	4
	294	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-2)		Harlan Fricke			24	1	6
	295	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-2)		Harlan Fricke			150	1	10-12
20	296	Somerset Championship Golf Course	LDP03-02938	Summit (Sht G-2)		Harlan Fricke			186	1	6-7
	297	3A @ Somerset?							155	1	8
	1901	3G @ Somerset	LDP03-11535	Summit (G-1)	N			Stantec 11/30/2006	118	1	3-4
	97	Canyon Pines 1 & 2	LDP03-07175 & LDP04-11630	Summit (Sht G-1 & D-4)	Y	Nortech	Summit 09/16/2002	Nortech 10/02/2006	1021	1	3-6
	98	Canyon Pines 2	LDP04-11630	Summit (Sht G-1, D-4)	Y	Nortech	Summit 09/16/2002	Nortech 10/02/2006	63	1	1-4
	99	Canyon Pines 2	LDP04-11630	Summit (Sht G-2, D-4)	Y	Nortech	Summit 09/16/2002	Nortech 10/02/2006	48	1	1-3
	307	Area 3, Ph 1 @ Somerset	LDP03-11535	Summit (Sht D-7)	Y			Stantec 12/21/2006	327	1	4-10
	308	Area 3, Ph 1 @ Somerset	LDP03-11535	Summit (Sht D-7)	Y			Stantec 12/21/2006	243	1	6
	309	Area 3, Ph 1 @ Somerset	LDP03-11535	Summit (Sht D-7)	Y			Stantec 12/21/2006	152	1	4-8
	1902							Stantec 12/21/2006	78	1	6
	2001							Stantec 12/21/2006	78	1	8
	2002	Area 3, Ph 1 @ Somerset	LDP03-11535	Summit (Sht D-7)	Y			Stantec 12/21/2006	374	2 (L)	10
	2003	Area 3, Ph 1 @ Somerset	LDP03-11535	Summit (Sht D-7)	Y			Stantec 12/21/2006	235	2 (U)	10
	2004	Area 3, Ph 1 @ Somerset	LDP03-11535	Summit (Sht D-8)	Y			Stantec 12/21/2006	95	3 (L)	6-8
	2005	Area 3, Ph 1 @ Somerset	LDP03-11535	Summit (Sht D-8)	Y			Stantec 12/21/2006	86	3 (M)	3
	2006	Area 3, Ph 1 @ Somerset	LDP03-11535	Summit (Sht D-8)	Y			Stantec 12/21/2006	75	3 (U)	6
	2007	Area 3, Ph 1 @ Somerset	LDP03-11535	Summit (Sht D-8)	?			Stantec 12/21/2006	78	1	5



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21	96	Canyon Pines - Phase 2	LDP04-11630	Summit G-2 of 35	Y	Nortech	Summit 09/16/2002	Nortech 10/02/2006	238	1	2-6
	100	Canyon Pines - Phase 2	LDP04-11630	Summit G-2 of 35	Y	Nortech	Summit 09/16/2002	Nortech 10/02/2006	16	1	1
	101	Canyon Pines - Phase 2	LDP04-11630	Summit G-2 of 35	Y	Nortech	Summit 09/16/2002	Nortech 10/02/2006	50	1	2-4
	102	Canyon Pines - Phase 2	LDP04-11630	Summit G-2 of 35	Y	Nortech	Summit 09/16/2002	Nortech 10/02/2006	26	1	2
	103	Canyon Pines - Phase 3	LDP05-08164	Summit G-1 of 33	Y	Nortech	Summit 09/16/2002	Nortech 10/02/2006	255	1	4-8
	310	Area 3, Ph 1 @ Somerset	LDP03-11535	Summit G-6/D-3 of 89	Y			Stantec 12/21/2006	311	1	8
	311	Area 3, Ph 1 @ Somerset	LDP03-11535	Summit G-7/D-3 of 89	Y			Stantec 12/21/2006	187	1	8
	312	Area 3, Ph 1 @ Somerset	LDP03-11535	Summit G-7 of 89 Rev 7/17	Y			Stantec 12/21/2006	100	1	8
	2101	Championship Golf Course Plans?							200	1	8-10
	154	Somerset Championship Golf Course	LDP03-02938	Summit (Sht 2)		Harlan Fricke			94	1	6
22	196	Somerset Championship Golf Course	LDP03-02938	Summit (Sht 2)		Harlan Fricke			73	1	2
	197	Autumn Ridge 1 @ Somerset	LDP02-00206	Summit (G-4, D-3)	Y			Stantec 12/21/2006	191	1	10-12
	198	Autumn Ridge 1 @ Somerset	LDP02-00206	Summit (G-4, D-3)	Y			Stantec 12/21/2006	41	1	12
	199	Autumn Ridge 1 @ Somerset	LDP02-00206	Summit (G-4, D-3)	Y			Stantec 12/21/2006	398	1	5
	200	Autumn Ridge 1 @ Somerset	LDP02-00206	Summit (G-2, D-3)	Y			Stantec 12/21/2006	62	3 (L)	8
	201	Autumn Ridge 1 @ Somerset	LDP02-00206	Summit (G-2, D-3)	Y			Stantec 12/21/2006	103	3 (M)	12
	202	Autumn Ridge 1 @ Somerset	LDP02-00206	Summit (G-2, D-3)	Y			Stantec 12/21/2006	124	3 (U)	6
	203	Autumn Ridge 1 @ Somerset	LDP02-00206	Summit (G-3, D-3)	Y			Stantec 12/21/2006	50	2 (L)	8
	204	Autumn Ridge 1 @ Somerset	LDP02-00206	Summit (G-3, D-3)	Y			Stantec 12/21/2006	78	2 (U)	8
	205	Autumn Ridge 1 @ Somerset	LDP02-00206	Summit (G-2, D-3)	Y			Stantec 12/21/2006		1	MASONRY WALL
	206	Autumn Ridge 1 @ Somerset	LDP02-00206	Summit (G-2, D-3)	Y			Stantec 12/21/2006	72	1	5-6
	207	Autumn Ridge 2 @ Somerset	LDP02-00206	Summit (G-1, D-2)	Y			Stantec 12/21/2006	148	2 (U)	5-6
	208	Autumn Ridge 2 @ Somerset	LDP02-00206	Summit (G-1, D-2)	Y			Stantec 12/21/2006	39	2 (L)	8
	209	Autumn Ridge 2 @ Somerset	LDP02-00206	Summit (G-1, D-2)	Y			Stantec 12/21/2006	46	1	10
	210	Autumn Ridge 2 @ Somerset	LDP02-00206	Summit (G-1, D-2)	Y			Stantec 12/21/2006	52	1	10
	211	Somerset Championship Golf Course	LDP03-02938	Summit (Sht 2)		Harlan Fricke			59	1	8
	212	Somerset Championship Golf Course	LDP03-02938	Summit (Sht 2)		Harlan Fricke			102	1	4
	273	Somerset Championship Golf Course	LDP03-02938	Summit (Sht 2)		Harlan Fricke			53	1	10
	275	Autumn Ridge 1 @ Somerset	LDP02-00206	Summit (Sht G-1, D-3)	Y			Stantec 12/21/2006	110	1	4.5
	276	Autumn Ridge 1 @ Somerset	LDP02-00206	Summit (Sht G-1, D-3)	Y			Stantec 12/21/2006	236	1	2.5
	277	Autumn Ridge 2 @ Somerset	LDP02-00206	Summit (Sht G-1, D-2)	Y			Stantec 12/21/2006	310	1	5-10

Rockery Wall Summary Table

AG Map #	Wall ID #	Unit/ Phase Name	Rockery Wall Permit #	Civil Designer (Page #)	Civil Plans have Detail or Cross Sec Y/N	Wall Designer	Geotechnical Report By & Date (Rockery wall rec page #)	Final Rockery Wall Report & Date	Length	Rockery Wall Observed # of Tiers	Rockery Wall Field Measured Max. Height (ft)
23	158	Somerset Towncenter	LDP04-01961	Wood Rogers (G-8, G-9)	N	Wood Rogers	Wood Rogers 11/16/04	Slantec 12/21/2006	84	2 (U)	2
	159	Somerset Towncenter	LDP04-01961	Wood Rogers (G-8, G-9)	N	Wood Rogers	Wood Rogers 11/16/04	Slantec 12/21/2006	218	2 (L)	2-6
	222	Somerset Championship Golf Course	LDP03-02938	Summit (Sht 1)		Harlan Fricke		Slantec 12/21/2006	134	1	10
	223	Somerset Championship Golf Course	LDP03-02938	Summit (Sht 1)		Harlan Fricke		Slantec 12/21/2006	325	1	10
	224	Morgan Pointe @ Somerset		Summit (Sht G-1, D-2, D-3)	Y		Summit 05/09/2001 (pg 11)	Slantec 12/21/2006	229	1	6-8
	225	Morgan Pointe @ Somerset		Summit (Sht G-1, D-2, D-3)	Y		Summit 05/09/2001 (pg 11)	Slantec 12/21/2006	97	1	3-6
	226	Morgan Pointe @ Somerset		Summit (Sht G-1, D-2, D-3)	Y		Summit 05/09/2001 (pg 11)	Slantec 12/21/2006	393	1	6-10
	227	Morgan Pointe @ Somerset		Summit (Sht G-1, D-2, D-3)	Y		Summit 05/09/2001 (pg 11)	Slantec 12/21/2006	90	1	4-5
	228	Morgan Pointe @ Somerset		Summit (Sht G-1, D-2, D-3)	Y		Summit 05/09/2001 (pg 11)	Slantec 12/21/2006	214	1	6
	229	Towncenter Recreational Club		Summit (Sht C-3)	Y*		Summit 10/11/2002 (pg 11)		71	1	3-5
	230	Towncenter Recreational Club		Summit (Sht C-3)	Y*		Summit 10/11/2002 (pg 11)		33	1	4-5
	231	Towncenter Recreational Club		Summit (Sht C-3)	Y*		Summit 10/11/2002 (pg 11)		86	1	10
	232	Towncenter Recreational Club		Summit (Sht C-3)			Summit 10/11/2002 (pg 11)		MASONRY	1	3
	233	Towncenter Recreational Club		Summit (Sht C-3)	Y*		Summit 10/11/2002 (pg 11)		6	1	2
	234	Towncenter Recreational Club		Summit (Sht C-3)	Y*		Summit 10/11/2002 (pg 11)		37	1	6
	235	Towncenter Recreational Club		Summit (Sht C-3)	Y*		Summit 10/11/2002 (pg 11)		77	1	5-8
	236	Towncenter Recreational Club		Summit (Sht C-3)	Y*		Summit 10/11/2002 (pg 11)		30	1	5
	237	Towncenter Recreational Club		Summit (Sht C-3)	Y*		Summit 10/11/2002 (pg 11)		356	1	4-5
	274	Towncenter Recreational Club		Summit (Sht C-3)	Y*		Summit 10/11/2002 (pg 11)		71	1	3-10
24	160	Dakota Ridge @ Somerset	LDP03-07575	Summit (Sht G-1, D-4)	Y			Slantec 12/21/2006	77	2 (L)	6
	1000	Dakota Ridge @ Somerset	LDP03-07575	Summit (Sht G-1, D-4)	Y			Slantec 12/21/2006		2 (U)	2-8
	263	Dakota Ridge @ Somerset	LDP03-07575	Summit (Sht G-1, D-4)	Y			Slantec 12/21/2006	173	2 (U)	6
	264	Dakota Ridge @ Somerset	LDP03-07575	Summit (Sht G-1, D-4)	Y			Slantec 12/21/2006	221	2 (L)	6-8
	265	Dakota Ridge @ Somerset	LDP03-07575	Summit (Sht G-1, D-4)	Y			Slantec 12/21/2006	186	1	2-4
	1001	Dakota Ridge @ Somerset	LDP03-07575	Summit (Sht G-1, D-4)	Y			Slantec 12/21/2006		2 (L)	6-7
	1002	Dakota Ridge @ Somerset	LDP03-07575	Summit (Sht G-1, D-4)	Y			Slantec 12/21/2006		2 (U)	3-4
	1003	Dakota Ridge @ Somerset	LDP03-07575	Summit (Sht G-1, D-4)	Y			Slantec 12/21/2006		1	4-8
	1004	Dakota Ridge @ Somerset	LDP03-07575	Summit (Sht G-1, D-4)	Y			Slantec 12/21/2006		1	6
	266	Dakota Ridge @ Somerset	LDP03-07575	Summit (Sht G-1, D-4)	Y			Slantec 12/21/2006	204	1	8
25	267	Dakota Ridge @ Somerset	LDP03-07575	Summit (Sht G-1, D-4)	Y			Slantec 12/21/2006	57	1	5
	268	Dakota Ridge @ Somerset	LDP03-07575	Summit (Sht G-2, D-4)	Y			Slantec 12/21/2006	589	1	8-10
	269	Dakota Ridge @ Somerset	LDP03-07575	Summit (Sht G-2, D-4)	Y			Slantec 12/21/2006	158	1	
	270	Dakota Ridge @ Somerset	LDP03-07575	Summit (Sht G-1, D-4)	Y			Slantec 12/21/2006	186	1	5
	271	Dakota Ridge @ Somerset	LDP03-07575	Summit (Sht G-1, D-4)	Y			Slantec 12/21/2006	212	3 (U)	6-12
	272	Dakota Ridge @ Somerset	LDP03-07575	Summit (Sht G-1, D-4)	Y			Slantec 12/21/2006	256'	3 (M)	12
								Slantec 12/21/2006		3 (L)	10

Rockery Wall Summary Table

AG Map #	Wall ID #	Unit/ Phase Name	Rockery Wall Permit #	Civil Designer (Page #)	Civil Plans have Detail or Cross Sec Y/N	Wall Designer	Geotechnical Report By & Date (Rockery wall rec page #)	Final Rockery Wall Report & Date	Length	Rockery Wall Observed # of Tiers	Rockery Wall Field Measured Max. Height (ft)
26	104	Cityside @ Somersett	LDP02-04974	Summit (Sht G-1, D-3)	N	Harlan Fricke ?		Summit 03/18/2003	65	1	5-6
	105	Cityside @ Somersett	LDP02-04974	Summit (Sht G-1, D-3)	N	Harlan Fricke ?		Summit 03/18/2003	72	3 (U)	6
	106	Cityside @ Somersett	LDP02-04974	Summit (Sht G-1, D-3)	N	Harlan Fricke ?		Summit 03/18/2003	200	3 (M)	4-8
	258	Cityside @ Somersett	LDP02-04974	Summit (Sht G-1, D-3)	N	Harlan Fricke ?		Summit 03/18/2003	332	3 (L)	8-10
	107	Cityside @ Somersett	LDP02-04974	Summit (Sht G-1, D-3)	N	Harlan Fricke ?		Summit 03/18/2003	28	2 (L)	5
	257	Cityside @ Somersett	LDP02-04974	Summit (Sht G-1, D-3)	N	Harlan Fricke ?		Summit 03/18/2003	134	2 (U)	8-9
	108	Cityside @ Somersett	LDP02-04974	Summit (Sht G-1, D-3)	N	Harlan Fricke ?		Summit 03/18/2003			KEYSTONE WALL N/A
	250	Riverside @ Somersett	LDP02-07646	Summit (Sht G-1)	N	FPE 12/05/02		Stantec 12/21/2006	101	1	3
	251	Riverside @ Somersett	LDP02-07646	Summit (Sht G-1)	N	FPE 12/05/02		Stantec 12/21/2006	168	1	8
	252	Cityside @ Somersett	LDP02-04974	Summit (Sht G-1, D-3)	N	Harlan Fricke ?		Summit 03/18/2003	147	2 (L)	2
	253	Cityside @ Somersett	LDP02-04974	Summit (Sht G-1, D-3)	N	Harlan Fricke ?		Summit 03/18/2003	130	2 (U)	5-6
	254	Cityside @ Somersett	LDP02-04974	Summit (Sht G-1, D-3)	N	Harlan Fricke ?		Summit 03/18/2003	378	1	6-12
	255	Cityside @ Somersett	LDP02-04974	Summit (Sht G-1, D-3)	N	Harlan Fricke ?		Summit 03/18/2003	104	2 (L)	1
	256	Cityside @ Somersett	LDP02-04974	Summit (Sht G-1, D-3)	N	Harlan Fricke ?		Summit 03/18/2003	96	2 (U)	5.5
	259	Cityside @ Somersett	LDP02-04974	Summit (Sht G-1, D-3)	N	Harlan Fricke ?		Summit 03/18/2003	150	1	7-8
	260	Morgan Pointe @ Somersett?						Summit 03/18/2003	109	2 (U)	6-7
	261	Morgan Pointe @ Somersett?							146	2 (L)	8-9
27	249	Ridgeway @ Somersett	LDP02-07646	Summit (Sht D-3)	Y	FPE 12/05/02		Stantec 12/21/2006	204	1	5-6
	1005	Ridgeway @ Somersett	LDP02-07646	Summit (Sht D-3)	Y	FPE 12/05/02		Stantec 12/21/2006		1	8
28	161	Northgate 16E?							326	2 (L)	6-10
	238	Northgate 16E							164	2 (U)	8
	239	Ridgeway @ Somersett?							49	2 (L)	3-6
	240	Ridgeway @ Somersett?							48	2 (L)	4-6
	241	Ridgeway @ Somersett?							470	2 (U)	10-12
	242	unspecified							33	1	3
	243	unspecified							57	1	4
	244	unspecified							46	1	4-4.5
	245	unspecified							47	1	4-4.5
	246	Ridgeway @ Somersett?							36	1	3.5-4
	247	Ridgeway @ Somersett?							37	1	4
	248	Ridgeway @ Somersett?							37	1	4
29	303 or 1003	Northgate 16C?								1	12
	3001	Sierra Canyon @ Somersett Vg 3?					Kleinfielder 10/31/03 (pg 26, 27)			3 (L)	6-9
	3002	Sierra Canyon @ Somersett Vg 3?					Kleinfielder 10/31/03 (pg 26, 27)			3 (M)	2.5-5
	3003	Sierra Canyon @ Somersett Vg 3?					Kleinfielder 10/31/03 (pg 26, 27)			3 (U)	6-8
	3004	Sierra Canyon @ Somersett Vg 3?					Kleinfielder 10/31/03 (pg 26, 27)			1	6-9
	3005	Sierra Canyon @ Somersett Vg 1?					Kleinfielder 10/31/03 (pg 26, 27)			1	5-5
	3006	Sierra Canyon @ Somersett Vg 1?					Kleinfielder 10/31/03 (pg 26, 27)			1	6-9
	3007	Sierra Canyon @ Somersett Vg 1, 5F		Makay & Stomps (Shts C-2, C-3)	N		Kleinfielder 10/31/03 (pg 26, 27)			1	6
	3008	Sierra Canyon @ Somersett Vg 1, 5F		Makay & Stomps (Shts C-2, C-3)	N		Kleinfielder 10/31/03 (pg 26, 27)			1	6-8



Rockery Wall Summary Table

AG Map #	Wall ID #	Unit/ Phase Name	Rockery Wall Permit #	Civil Designer (Page #)	Civil Plans have Detail or Cross Sec Y/N	Wall Designer	Geotechnical Report By & Date (Rockery wall rec page #)	Final Rockery Wall Report & Date	Length	Rockery Wall Observed # of Tiers	Rockery Wall Field Measured Max. Height (ft)
30	3009	Somerset Village 5D		Wood Rogers (G-8, G-9)				Stantec 12/21/2006		1	4.5
	3010	Somerset Village 5D						Stantec 12/21/2006		3 (L)	7
	3011	Somerset Village 5D						Stantec 12/21/2006		3 (U)	9-10
	3012	Somerset Village 5D						Stantec 12/21/2006		3 (M)	7.5
31	3013	Sierra Canyon @ Somerset VG 5	LDP04-09239	Makay & Stomps (C17)	Y	Kleinfeider 9/8/04 rev 2/21/05	Kleinfeider 07/06/04 (pg 24, 25)	Kleinfeider 11/03/06		3 (U)	6-8
	3014	Sierra Canyon @ Somerset VG 5	LDP04-09239	Makay & Stomps (C17)	Y	Kleinfeider 9/8/04 rev 2/21/05	Kleinfeider 07/06/04 (pg 24, 25)	Kleinfeider 11/03/06		3 (M)	7-10
	3015	Sierra Canyon @ Somerset VG 5	LDP04-09239	Makay & Stomps (C17)	Y	Kleinfeider 9/8/04 rev 2/21/05	Kleinfeider 07/06/04 (pg 24, 25)	Kleinfeider 11/03/06		3 (L)	6
	3016	Sierra Canyon @ Somerset VG 8	LDP05-01056	Makay & Stomps (C2, C8 & C9)	Y	Kleinfeider 1/17/05 rev 2/21/05	Kleinfeider 07/06/04 (pg 24, 25)			2 (U)	7-9
32	3017	Sierra Canyon @ Somerset VG 8	LDP05-01056	Makay & Stomps (C2, C8 & C9)	Y	Kleinfeider 1/17/05 rev 2/21/05	Kleinfeider 07/06/04 (pg 24, 25)			2 (L)	6
	3018	Sierra Canyon @ Somerset VG 8	LDP05-01056	Makay & Stomps (C2, C8 & C9)	Y	Kleinfeider 1/17/05 rev 2/21/05	Kleinfeider 07/06/04 (pg 24, 25)			2 (L)	5
	3019	Sierra Canyon @ Somerset VG 8	LDP05-01056	Makay & Stomps (C2, C8 & C9)	Y	Kleinfeider 1/17/05 rev 2/21/05	Kleinfeider 07/06/04 (pg 24, 25)			2 (L)	8
	3020	Sierra Canyon @ Somerset VG 8	LDP05-01056	Makay & Stomps (C2, C8 & C9)	Y	Kleinfeider 1/17/05 rev 2/21/05	Kleinfeider 07/06/04 (pg 24, 25)			3 (U)	7.5-10
	3021	Sierra Canyon @ Somerset VG 8	LDP05-01056	Makay & Stomps (C2, C8 & C9)	Y	Kleinfeider 1/17/05 rev 2/21/05	Kleinfeider 07/06/04 (pg 24, 25)			3 (M)	7
	3022	Sierra Canyon @ Somerset VG 8	LDP05-01056	Makay & Stomps (C2, C8 & C9)	Y	Kleinfeider 1/17/05 rev 2/21/05	Kleinfeider 07/06/04 (pg 24, 25)			3 (L)	8
	3023	Sierra Canyon @ Somerset VG 8	LDP05-01056	Makay & Stomps (C2, C9)	Y	Kleinfeider 1/17/05 rev 2/21/05	Kleinfeider 07/06/04 (pg 24, 25)			2 (U)	7-9
	3025	Sierra Canyon @ Somerset VG 8	LDP05-01056	Makay & Stomps (C2, C9)	Y	Kleinfeider 1/17/05 rev 2/21/05	Kleinfeider 07/06/04 (pg 24, 25)			2 (L)	3.8
	3024	Sierra Canyon @ Somerset VG 11C	LDP05-01056							1	4-6.5
	3026	Sierra Canyon @ Somerset VG 8	LDP05-01056	Makay & Stomps (C2, C9)	Y	Kleinfeider 1/17/05 rev 2/21/05	Kleinfeider 07/06/04 (pg 24, 25)			1	4-8
374 Total walls field mapped										171	67

374 Total walls field mapped

171 Rockery Wall Observed # of Tiers

2 (L): Lower tier

2 (U): Upper tier

3 (M): Middle tier

67 Rockery Wall Height Exceeds 10'

\*: Only have some sheets of plans obtained from "Rockery Wall Assessment" report by Stantec, April 2006

EXHIBIT 7

EXHIBIT 7

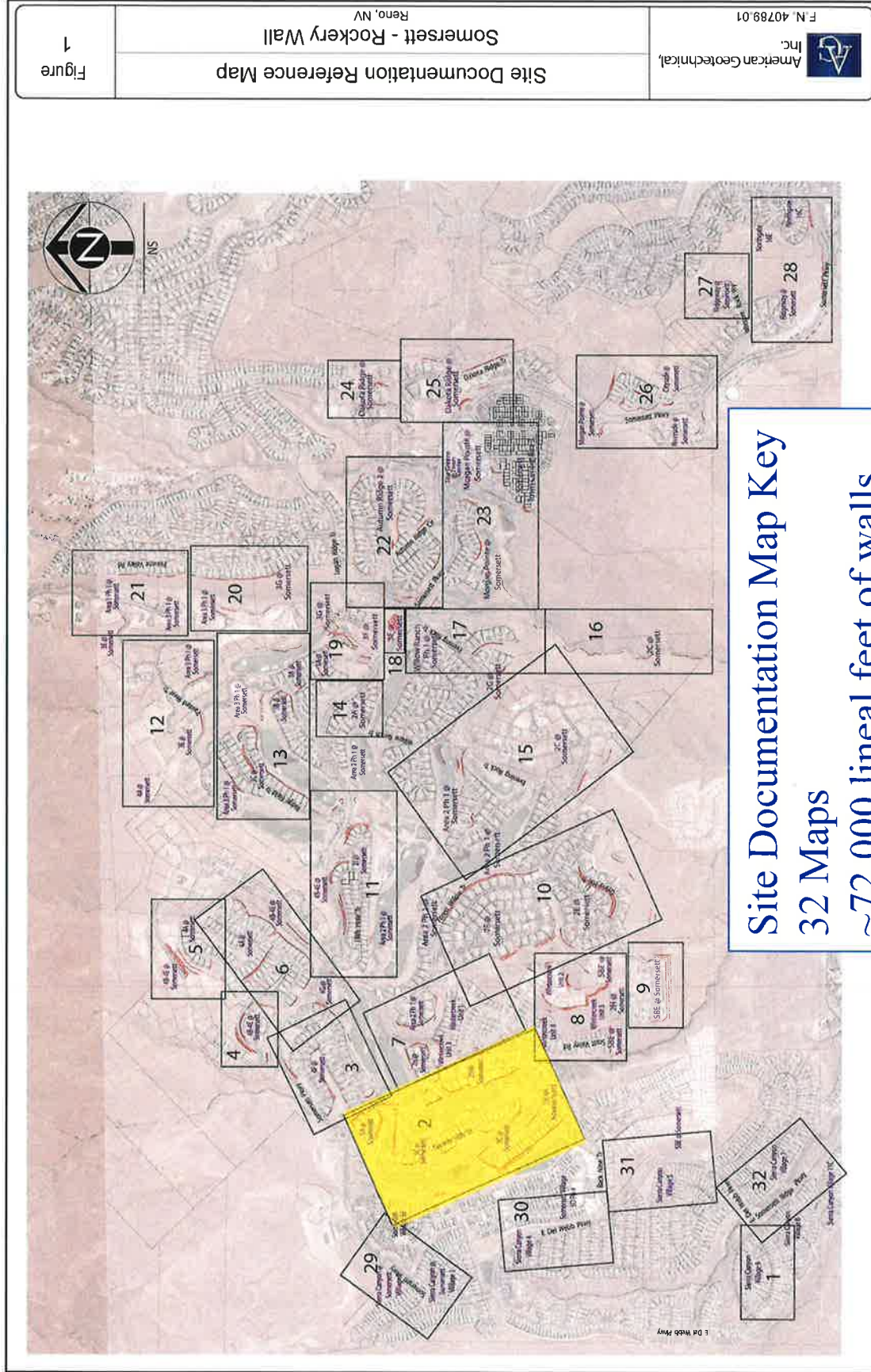
# Somerset Rockery Walls – Map 2

Geotechnical Evaluation by  
*American Geotechnical*



American Geotechnical, Inc.

# Somerset – Site Documentation Key Map



Site Documentation Map Key  
 32 Maps  
 ~72,000 linear feet of walls  
 374 individual walls



American Geotechnical, Inc.



# Wall Inspection Certificate



American Geotechnical, Inc.

AA000419



“Final Project Report, Somerset Unit 5C,  
Permit No. LDP05-00476,” prepared by Stantec,  
dated December 21, 2006



**Stantec**

December 21, 2006  
Project No. 180501716

Mr. Brian Burke  
SOMERSETT DEVELOPMENT COMPANY  
1900 Park Hollow Court  
Reno, Nevada 89523

RE: Final Project Report  
Somerset Unit 5C  
Permit No. LDP05-00476

Dear Mr. Burke:

This is to certify that Stantec Consulting Inc. performed special inspection on the following portions of the work at the above address, which required special inspection for which Stantec Consulting Inc. was employed to inspect:

**-Rockery Wall**

Based upon observations and written reports of this work, it is our judgment that the inspected work was performed to the best of our knowledge in accordance with the approved (stamped) plans, specifications and the applicable code provisions of the International Building Code.

Sincerely,

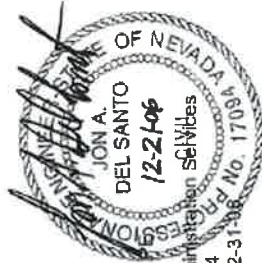
STANTEC CONSULTING INC.

*Russell W. Allen*

Russell W. Allen  
Project Special Inspector  
Construction Administration Services

RWA-JAD/jwl

c: City of Reno Community Development, Building and Safety Division



Jon A. Del Santo,  
Associate  
Construction Administration Services  
RE Number 17094  
Expiration Date 12-31-08

**SPOA016066**



AA000420

# Somerset 5C

“Civil Improvement Plans for 5C @  
Somerset,” prepared by Odyssey, dated  
December 2004



American Geotechnical, Inc.





# Wall Design Report

“Specifications and Stability Calculations for  
Dry Stacked Rock Walls, Somerset Village 5-  
C” prepared by Harlan Fricke Consulting,  
dated December 21, 2004



American Geotechnical, Inc.

**Marian Fricke Consulting**  
430 So. Rock Blvd.  
Sparks, NV 89431

**Specifications and  
Stability Calculations  
for Dry Stacked Rock Walls**

Somerset Village 5-C  
Reno, Nevada

Prepared for:



P. O. Box 40694  
Reno, Nevada 89504

December 21, 2004



American Geotechnical, Inc.

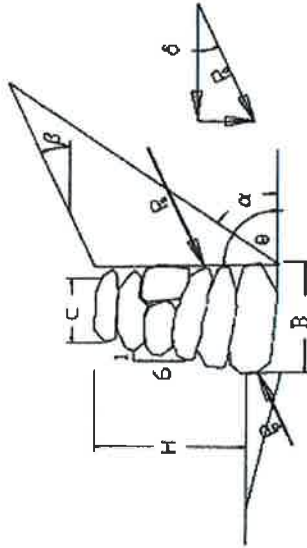
AA000424

# Harlan Fricke Consulting

430 South Rock Blvd.  
Sparks, Nevada 89431  
Phone (775) 691-3878 Fax (775) 358-3839

PROJECT Somerset 5-C

JOB NO. 1001.01 SHEET 1 OF 11 SHEETS  
CALCULATED BY HFF DATE 12/21/04  
CHECKED BY DATE



- $\psi$  = angle of internal friction of soil
- $\alpha$  = angle of failure wedge with horizontal
- $\beta$  = backslope angle
- $\gamma$  = unit weight of soil
- $\theta$  = angle of back of wall w/ horizontal
- $\delta$  = angle of wall friction
- $K_a$  = coefficient of active pressure
- $P_a$  = total lateral force on wall
- $K_p$  = coefficient of passive pressure
- $P_p$  = total resisting force on wall

Reference: Retaining and Flood Walls USACE / ASCE

$$P_a = 1/2 \gamma \frac{1}{\sin(\theta)} \cos(\delta) K_a h^2$$

$$K_a = \frac{\sin^2(\theta + \psi) \cos(\delta)}{\sin(\theta) \sin(\theta - \delta) \left[ 1 + \sqrt{\frac{\sin(\psi + \delta) \sin(\psi - \beta)}{\sin(\theta - \delta) \sin(\theta + \beta)}} \right]^2}$$

$$P_p = 1/2 \gamma \frac{1}{\sin(\theta) \cos(\delta)} K_p h^2$$

$$K_p = \frac{\cos^2(\psi)}{\left[ 1 - \sqrt{\frac{\sin(\psi) \sin(\psi + \beta)}{\cos(\beta)}} \right]^2}$$

*Only single tier wall  
analyzed and designed*



American Geotechnical, Inc.

# **Hartan Fricke Consulting**

430 South Rock Blvd.  
Sparks, Nevada 89431  
Phone (775) 691-3878 Fax (775) 358-3839

PROJECT **Somerset 5-C**

JOB NO. **1001.01** SHEET **4** OF **11** SHEETS

CALCULATED BY **HFF** DATE **12/21/04**

CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_

$$H=10'$$

## **SLIDING:**

$$\begin{aligned} \text{TRY } C &= 4.0', B = 6.0' \text{ Batter} = 1:6 \text{v} \\ P_h &= 3115\#, P_{hv} = 2902\#, P_v = 1133\# \end{aligned}$$

$$W = C \cdot H \cdot \gamma + 1/2(B-C) \cdot H \cdot \gamma \quad W = (4.0')(12')(165\text{pcf})(.85) + 1/2(6.0' - 4.0')(12')(165\text{pcf})(.85) = 8415\#$$

$$F = W \cdot \mu + P_h + P_{hv} \cdot \mu \quad F = (8415\#)(.45) + (1133\#)(.45) + 150\# = 4447\#$$

$$SF = F / P_{oh} \quad SF = 4447\# / 2902\# = 1.53 \quad \text{O.K.}$$

## **OVERTURNING:**

$$OTM = P \cdot H/3 \quad OTM = (2902\#)(12'/3) = 11606\text{ft-lbs}$$

$$RM = W \cdot x + P_{hv} \cdot B + P_v \cdot 2/3 \cdot 0 \quad RM = (8415)(3.47') + (1133\#)(6.0') + (150\#)(2'/3) = 36070\text{ft-lbs}$$

$$SF = RM / OTM \quad SF = 36070\text{ft-lbs} / 11606\text{ft-lbs} = 3.1 \quad \text{O.K.}$$

## **BEARING:**

$$q_{\text{actual}} = P/A \quad (1 \pm (6 \cdot e)/B) \quad e = B/2 - \bar{x} \quad \bar{x} = \Sigma M / \Sigma P$$

$$\bar{x} = \frac{24454\text{ft-lb}}{9548\#} = 2.56' \quad e = 3.0' - 2.56' = 0.44'$$

$$q_{\text{allow}} = 9548\# / 6.0' \quad (1 \pm (6 \cdot .44) / 6.0') \quad 1591\# / \text{sf} \pm 700\# / \text{sf} = 2291\# / \text{sf} \text{ max. O.K.}$$

*Max height of wall analyzed and designed is 10 feet.*



American Geotechnical, Inc.

# Harlan Fricke Consulting

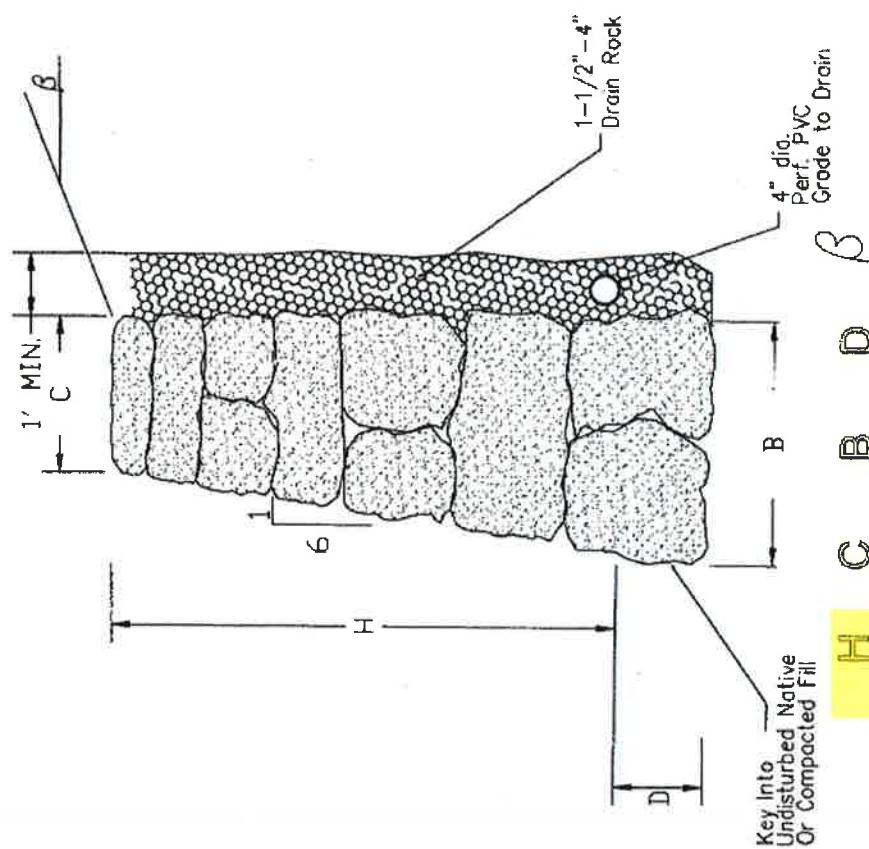
430 South Rock Blvd.  
Sparks, Nevada 89431  
Phone (775) 681-3878  
Fax (775) 358-3839

PROJECT **Somerset 5-C**

JOB NO. **1001.01** SHEET **10** OF **11** SHEETS

CALCULATED BY **HFF** DATE **12/21/04**

CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_



H	C	B	D	$\beta$
10'	4.0'	6.0'	2'	14°
8'	3.33'	5.0'	2'	14°
6'	2.66'	4.0'	2'	14°



American Geotechnical, Inc.

AA000427



**Harlan Fricke Consulting**

430 South Rock Blvd.  
Sparks, Nevada 89431  
Phone (775) 691-3878 (775) 358-3839  
Fax

PROJECT **Somerset 5-C**JOB NO. **1001.01** SHEET **11** OF **11** SHEETSCALCULATED BY **HFF** DATE **12/21/04**

CHECKED BY DATE

**SPECIFICATIONS**

1. Rock shall be dense, angular and hand selected for each tier.
2. Rock shall be keyed in to undisturbed native earth or compacted engineered fill to the depth indicated.
3. Maximum backfill slope shall be 2 : 1 or as indicated.
4. Each rock shall be fitted in place and checked for stability.
5. Front face of wall shall have a batter of approximately 1 : 6.
6. Rocks shall be placed such that there are no continuous joint planes either horizontally or vertically. Each rock shall bear on two or more rocks maximizing rock to rock contact.
7. Size of rocks will vary, however, the larger rocks shall be placed in the lower courses.

8. No rockery shall be constructed where footing loads from structures can surcharge any portion of the rockery.

*8. No rockery shall be constructed where footing loads from structures can surcharge any portion of the rockery.*



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# Map 2

- Documented 35 Walls in 3+ Subdivisions
  - 2H @ Somerset (7 walls)
  - 5A @ Somerset (6 walls)
  - 5C @ Somerset (18 walls)
  - Unable to confirm (4 walls)
- Multi-tiered 19 walls
  - One 4 tier (Wall ID 113, 115, 116, 117)
  - Two 3 tier (Wall ID 124, 125, 126; 129, 130, 131)
  - Five 2 tier (Wall ID 43, 44; 63, 64; 64, 65; 118, 119; 122, 123)
- 9 Walls Exceed Max 10' Height

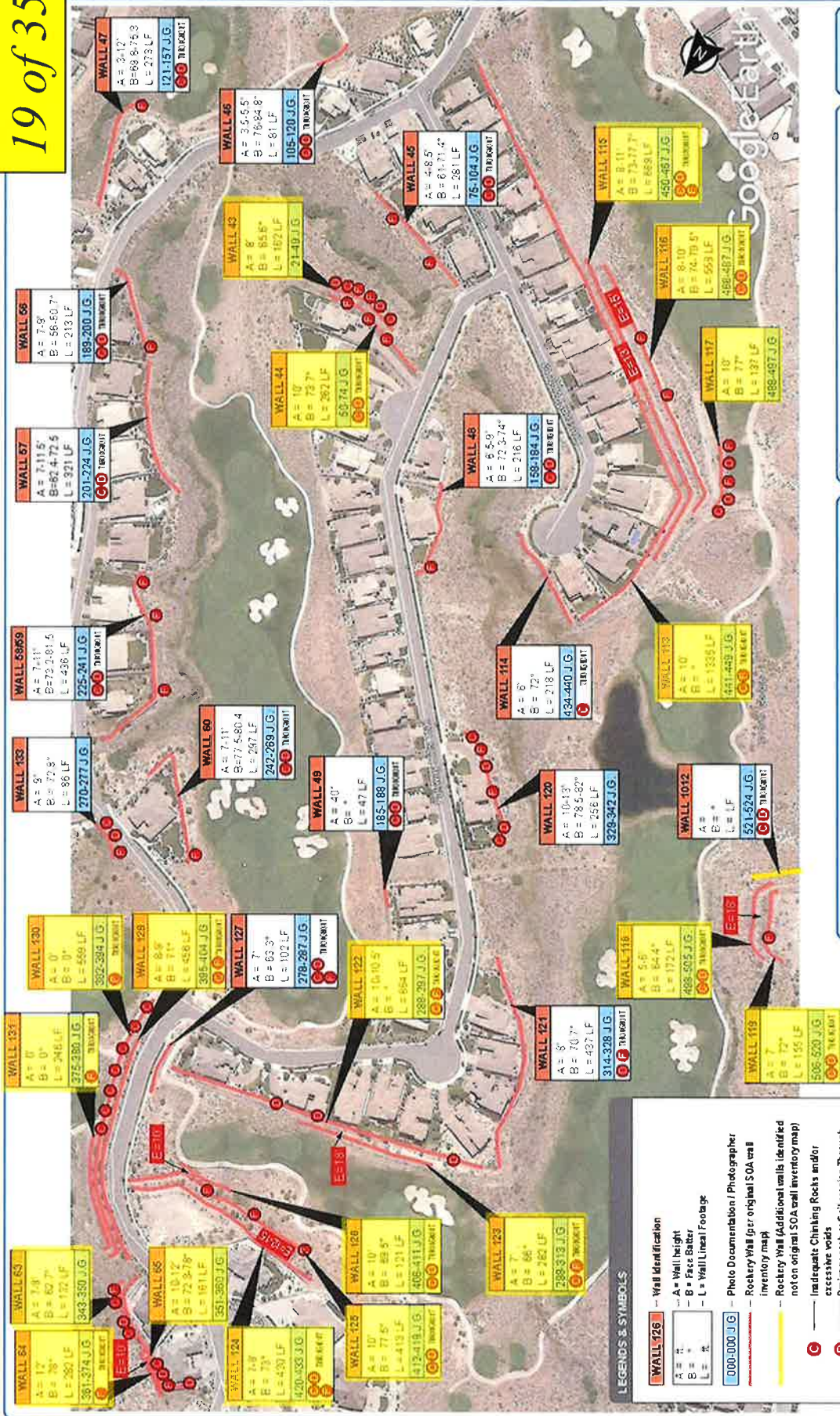


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# Multi-Tiered Walls

19 of 35



**AMERICAN GEOTECHNICAL, INC.**  
22725 OLD CANAL ROAD, YORBA LINDA, CA 92887  
(714) 685-3900 • (714) 685-3909  
www.amgi.com

TITLE: SITE DOCUMENTATION PLAN  
SOMERSET MASTER ASSOCIATION - ROCKERY WALLS

SCALE: AS SHOWN

DATE: DEC 2017

FILE NO: 40789-01

MAP 2



9 of 35



# Visual Inspection

Site Observations by JG – 12/11-13/17



American Geotechnical, Inc.

AA000432



# Map 2, Walls 63-66



*Multi-tiered wall*



American Geotechnical, Inc.

# Map 2, Wall 60



*Soil crack behind rockery wall*



American Geotechnical, Inc.



# Map 2, Wall 113



*Four tiered rocky wall*



American Geotechnical, Inc.



# Map 2, Wall 113



*Narrow benches between wall tiers*  
American Geotechnical, Inc.





# Map 2, Wall 120



*10' to 13' high wall*



American Geotechnical, Inc.

AA000437



# Map 2, Wall 123



*Lack to no embedment, missing chinking between rocky boulders*  
American Geotechnical, Inc.





# Map 2, Walls 126, 125 & 124



*Triple-tiered walls next to golf cart path*  
American Geotechnical, Inc.



AA000439

EXHIBIT 8

1  
2  
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EXHIBIT 8

# Somerset Rockery Walls – Map 10

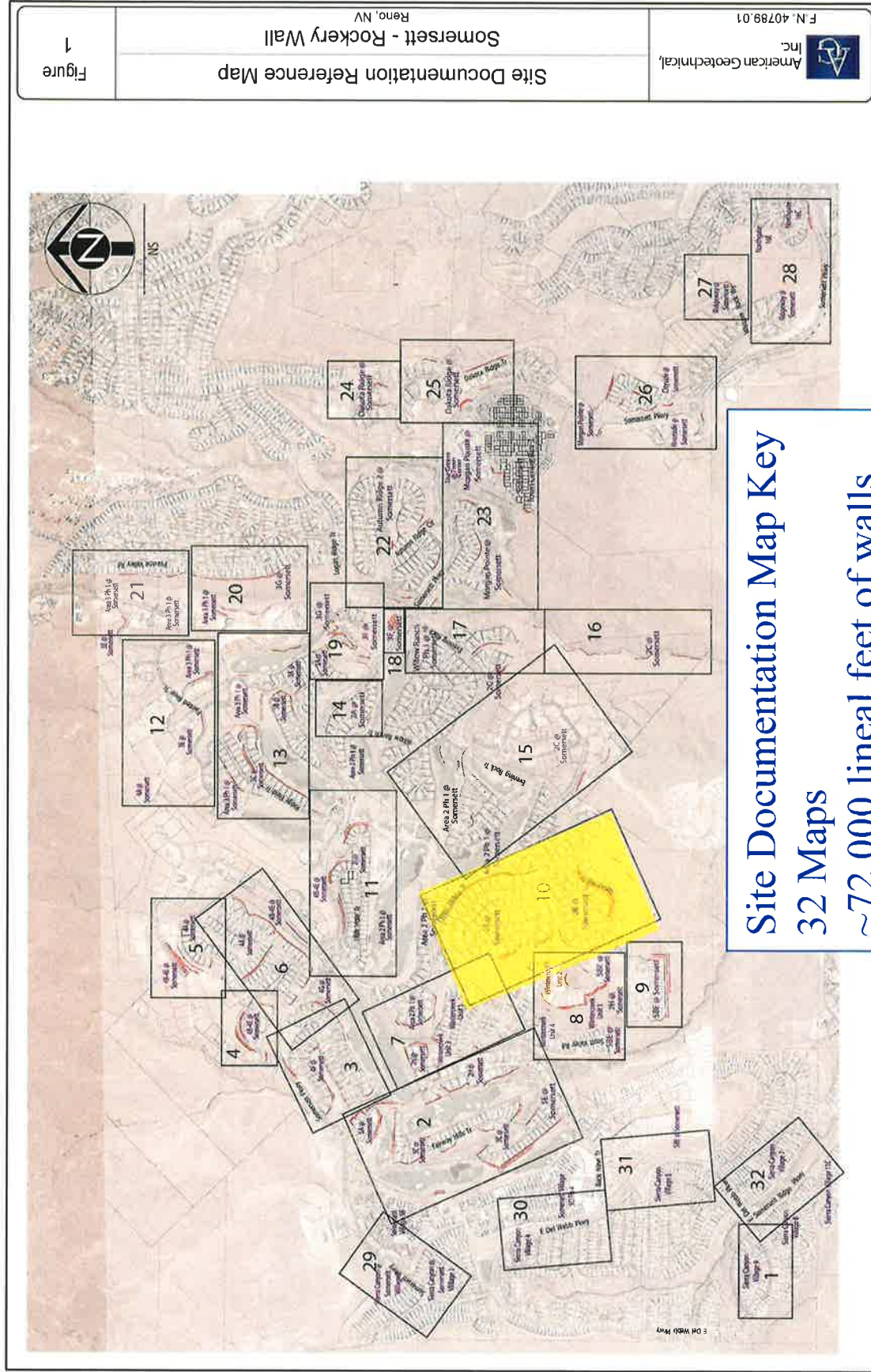
Geotechnical Evaluation by  
*American Geotechnical*



American Geotechnical, Inc.



# Somerset – Site Documentation Key Map



American Geotechnical, Inc.

AA000442

# Wall Inspection Certificates



American Geotechnical, Inc.

AA000443

“Final Project Report, Somerset Unit 2E,  
Permit No. LDP04-10805,” prepared by Stantec,  
dated November 15, 2006



**Stantec**

November 15, 2006  
Project No. 180501561

Mr. Brian Burke  
SOMERSETT DEVELOPMENT COMPANY  
1900 Park Hollow Court  
Reno, NV 89523

RE: Final Project Report  
Somerset Unit 2E  
Permit No. LDP04-10805

Dear Mr. Burke:

This is to certify that Stantec Consulting Inc. performed special inspection on the following portions of the work at the above address, which required special inspection for which Stantec Consulting Inc. was employed to inspect:

**-Rockery Walls**

Based upon observations and written reports of this work, it is our judgment that the inspected work was performed to the best of our knowledge, in accordance with the approved (submitted) plans, specifications and the applicable workmanship provision of the International Building Code.

Sincerely,

STANTEC CONSULTING INC.

*Russell W. Allen*

Russell W. Allen  
Project Coordinator  
Construction Administration Services

RWA:JAD:jwl

c: City of Reno Community Development, Building and Safety Division



Jon A. Del Santo, PE  
Associate  
Construction Administration Services  
RE Number 17094  
Expiration Date 12-31-08

**SPOA016054**



AA000444

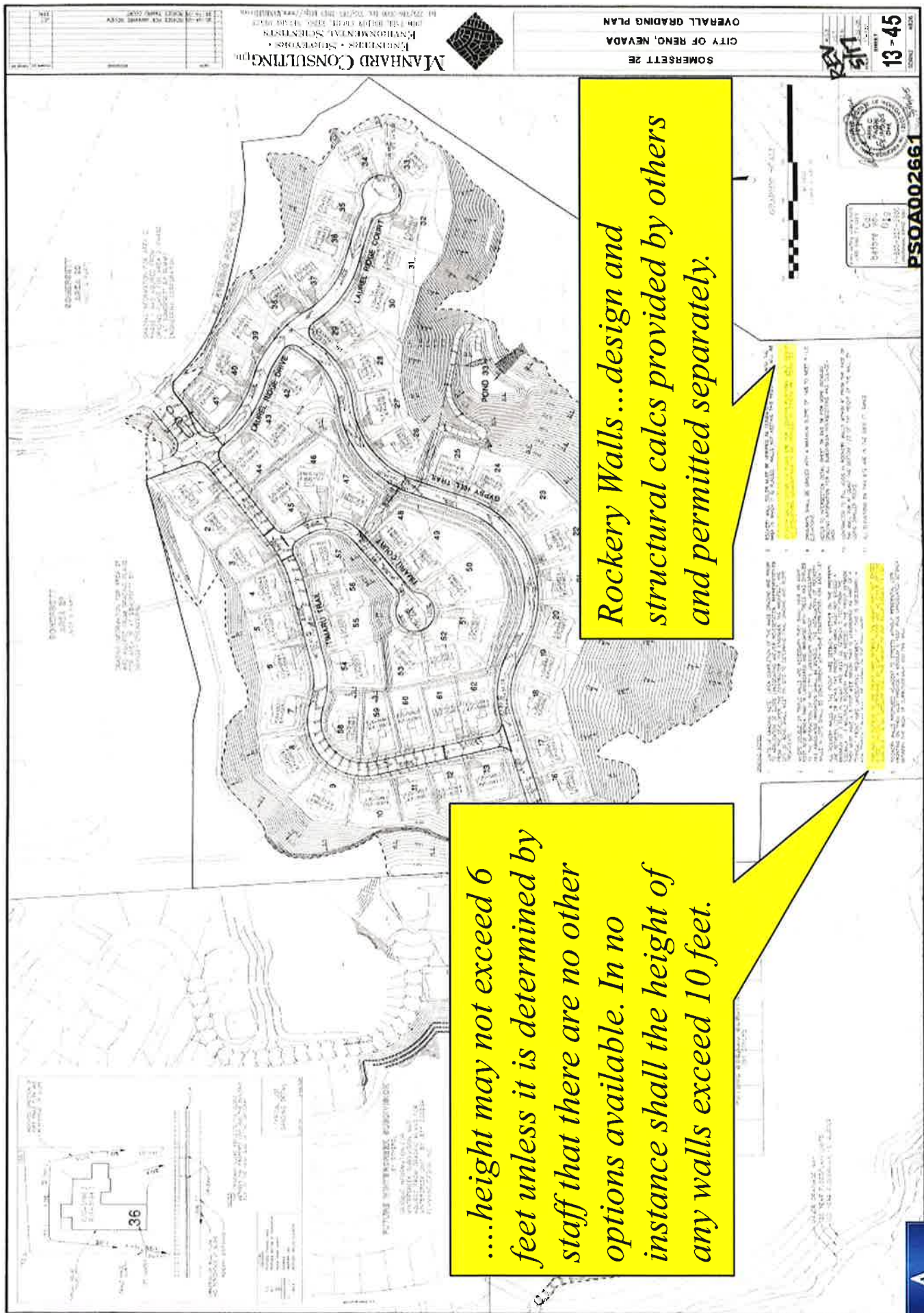


# Somerset 2E

“Improvement Plans for Somerset 2E,”  
prepared by Manhard Consulting, dated  
May 2017



American Geotechnical, Inc.



AA000446

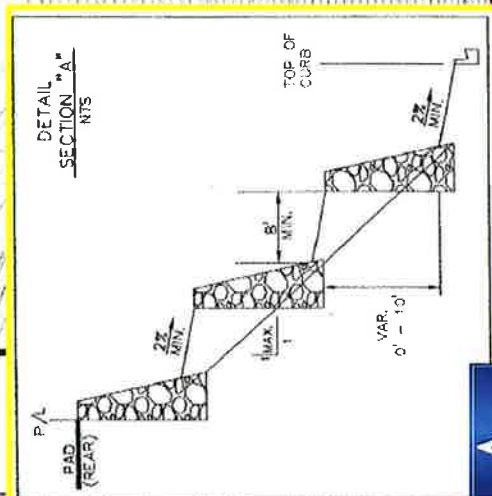
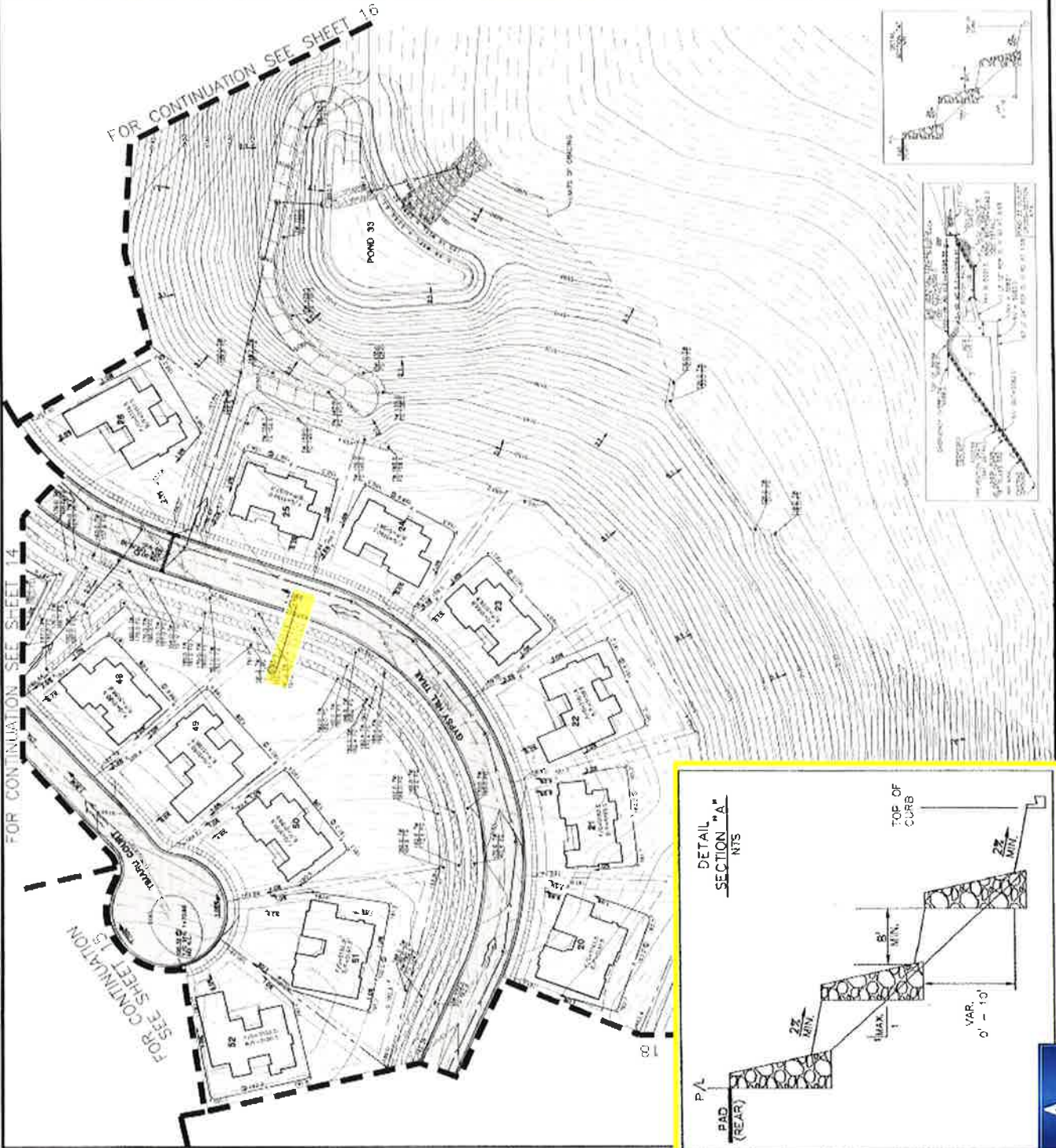


American Geotechnical, Inc.









# Wall Design Report

“Specifications and Stability Calculations for  
Dry Stacked Rock Walls, 2E” prepared by  
Harlan Fricke Consulting, dated October 13,  
2004



American Geotechnical, Inc.

**Harlan Fricke Consulting**  
430 So. Rock Blvd.  
Sparks, NV 89431

**Specifications and  
Stability Calculations  
for Dry Stacked Rock Walls**

**Somerset Unit 2-E**  
Reno, Nevada

Prepared for:



P. O. Box 40694  
Reno, Nevada 89504



October 13, 2004

**PSOA002048**



# Harlan Fricke Consulting

430 South Rock Blvd.  
Sparks, Nevada 89431

Phone (775) 691-3878 Fax (775) 358-3839

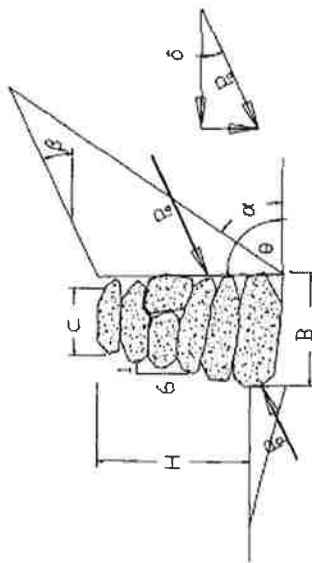
PROJECT **Somerset 2-E**

JOB NO. **1001.01** SHEET **1** OF **8** SHEETS

CALCULATED BY **HFF** DATE **10/13/04**

CHECKED BY DATE

*Only single tier wall  
analyzed and designed*



- $\phi$  = angle of internal friction of soil
- $\alpha$  = angle of failure wedge with horizontal
- $\beta$  = backslope angle
- $\gamma$  = unit weight of soil
- $\theta$  = angle of back of wall w/ horizontal
- $\delta$  = angle of wall friction
- $K_a$  = coefficient of active pressure
- $P_a$  = total lateral force on wall
- $K_p$  = coefficient of passive pressure
- $P_p$  = total resisting force on wall

Reference: Retaining and Flood Walls USACE / ASCE

$$P_a = 1/2 \gamma \frac{1}{\sin(\theta)} \cos(\delta) K_a h^2$$

$$K_a = \frac{\sin^2(\theta + \phi) \cos(\delta)}{\sin(\theta) \sin(\theta - \delta) \left[ 1 + \sqrt{\frac{\sin(\phi + \delta) \sin(\phi - \beta)}{\sin(\theta - \delta) \sin(\theta + \beta)}} \right]^2}$$

$$P_p = 1/2 \gamma \frac{1}{\sin(\theta) \cos(\delta)} K_p h^2$$

$$K_p = \frac{\cos^2(\phi)}{\left[ 1 - \sqrt{\frac{\sin(\phi) \sin(\phi + \beta)}{\cos(\beta)}} \right]^2}$$

PSOA002049



American Geotechnical



# Harlan Fricke Consulting

430 South Rock Blvd.  
Sparks, Nevada 89431  
Phone (775) 691-3878 Fax (775) 358-3839

PROJECT: Somerset 2-E

JOB NO. 1001.01 SHEET 3 OF 8 SHEETS

CALCULATED BY HFF DATE 10/13/04

CHECKED BY DATE

$$H=10'$$

## SLIDING:

$$\text{TRY } C=4.25', B=6.25' \text{ Batter}=1h:6v$$

$$P_v = 3615\#, P_{oh} = 3367\#, P_{ov} = 1315\#$$

$$W = C \cdot H \cdot \gamma + 1/2(B-C)H \cdot \gamma \quad W = (4.25')(12')(165\text{pcf})(.85) + 1/2(6.25' - 4.25')(12')(165\text{pcf})(.85) = 8836\#$$

$$F = W \cdot \mu + P_v + P_{ov} \cdot \mu \quad F = (8836\#)(.45) + (1315\#)(.45) + 600\# = 5168\#$$

$$SF = F / P_{oh} \quad SF = 5168\# / 3367\# = 1.53 \quad \text{O.K.}$$

## OVERTURNING:

$$OTM = P_{oh} \cdot H / 3 \quad OTM = (3367\#)(12' / 3) = 13469\text{ft-lbs}$$

$$RM = W \cdot x + P_{oh} \cdot B + P_{ov} \cdot 2/3 \cdot D \quad RM = (8836)(3.59') + (1315\#)(6.25') + (600\#)(2' / 3) = 40367 \text{ ft-lbs}$$

$$SF = RM / OTM \quad SF = 40367\text{ft-lbs} / 13469\text{ft-lbs} = 3.00 \text{ O.K.}$$

## BEARING:

$$q_{\text{actual}} = P/A \quad (1 \pm (6 \cdot e)/B) \quad e = B/2 - \bar{x} \quad \bar{x} = \Sigma M / \Sigma P$$

$$\bar{x} = \frac{26898\text{ft-lb}}{10151\#} = 2.65' \quad e = 3.13' - 2.65' = 0.48'$$

$$q_{\text{actual}} = 10151\# / 6.25' (1 \pm (6 \cdot .48) / 6.25') \quad 1624\# / \text{sf} \pm 748\# / \text{sf} = 2372\# / \text{sf} \text{ max. O.K.}$$

Max height of wall  
analyzed and designed  
is 10 feet.



American Ge

PSOA002051

AA000452

# Harlan Fricke Consulting

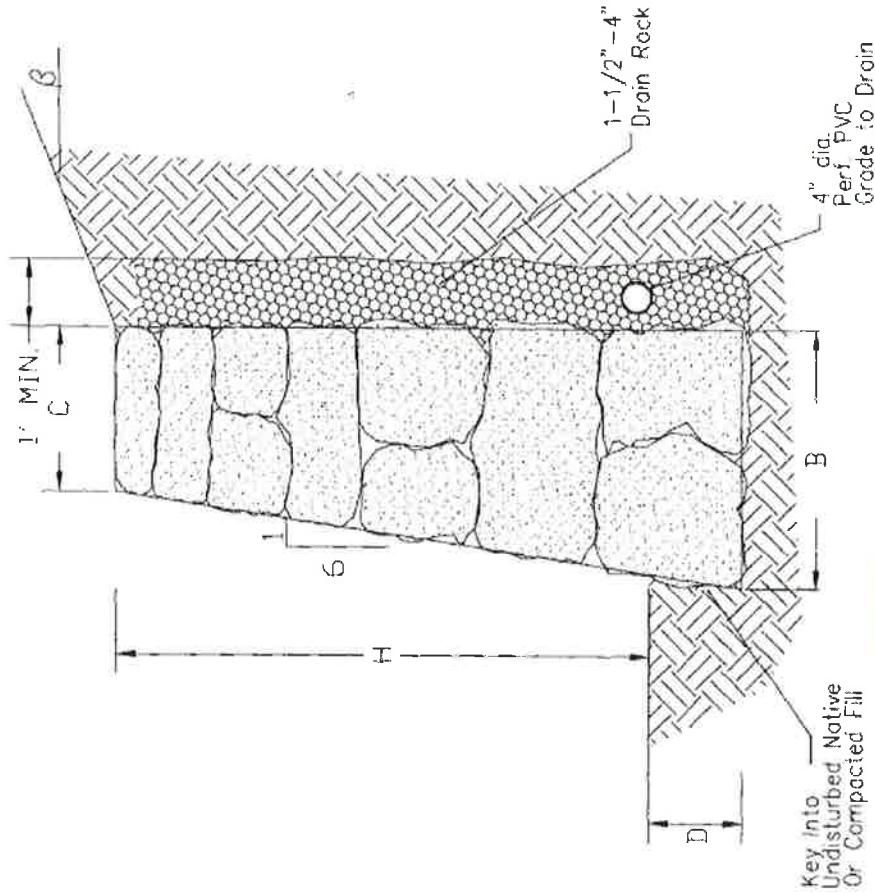
430 South Rock Blvd.  
Sparks, Nevada 89431  
Phone (775) 691-3878 Fax (775) 358-3839

PROJECT Somerset 2-E

JOB NO. 1001.01 SHEET 7 OF 8 SHEETS

CALCULATED BY HFF DATE 10/13/04

CHECKED BY DATE



H	C	B	D	$\beta$
10'	4.25'	6.25'	Z	26.6°
8'	3.83'	5.5'	Z	26.6°
6'	2.5'	3.83'	Z	26.6°
4'	1.40'	2.40'	Z	26.6°

PSOA002055



American Geo

AA000453

**Harlan Fricke Consulting**

430 South Rock Blvd.  
Sparks, Nevada 89431  
Phone (775) 691-3878 Fax (775) 358-3839

PROJECT **Somerset 2-E**

JOB NO. **1001.01** SHEET **8** OF **8** SHEETS

CALCULATED BY **HFF** DATE **10/13/04**

CHECKED BY DATE

**SPECIFICATIONS**

1. Rock shall be dense, angular and hand selected for each tier.
2. Rock shall be keyed in to undisturbed native earth or compacted engineered fill to the depth indicated
3. Maximum backfill slope shall be 2 : 1.
4. Each rock shall be fitted in place and checked for stability.
5. Front face of wall shall have a batter of approximately 1 : 6.
6. Rocks shall be place such that there are no continuous joint planes either horizontally or vertically. Each rock shall bear on two or more rocks maximizing rock to rock contact.
7. Size of rocks will vary, however, the larger rocks shall be placed in the lower courses.

8. No rockery shall be constructed where footing loads from structures can surcharge any portion of the rockery.

*8. No rockery shall be constructed where footing loads from structures can surcharge any portion of the rockery.*

**PSOA0002056**



American Geotechnical, Inc.

AA000454

# Map 10

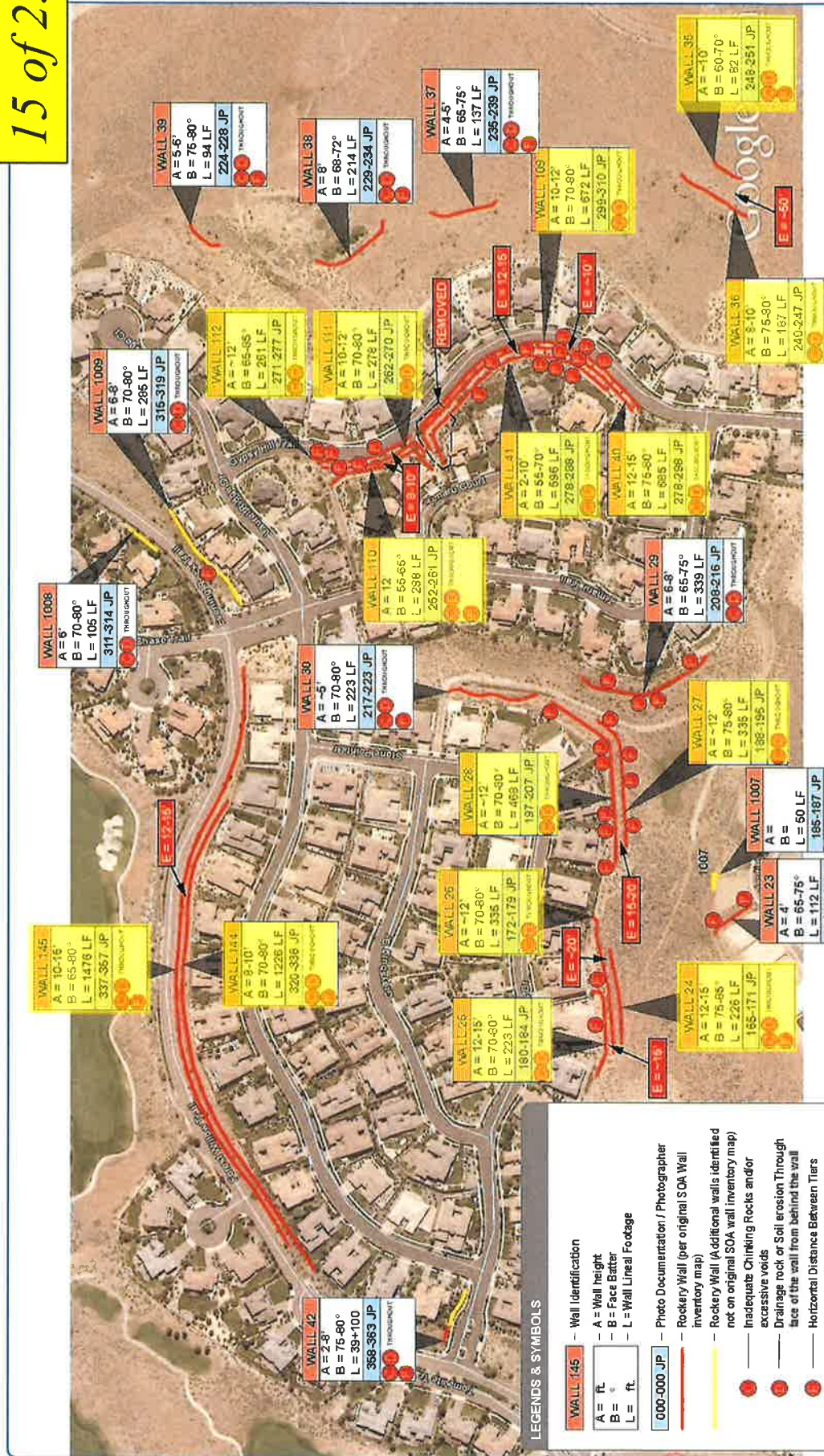
- Documented 25 Walls in 4 Subdivisions
  - Somerset 2E (13 walls)
  - Somerset 2F (9 walls)
  - Somerset Area 2, Phase 1 (1 walls)
  - Wintercreek Unit 2 (2 walls)
- Multi-tiered 15 walls
  - Three 3 tier (Wall ID 24, 25, 26; 40, 41, 109; 110, 111, 112)
  - Three 2 tier (Wall ID 27, 28; 35, 36; 144, 145)
- 11 Walls Exceed Max 10' Height





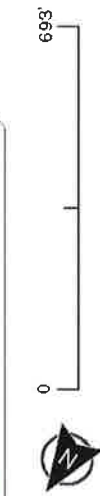
# Multi-Tiered Walls

15 of 25



**LEGENDS & SYMBOLS**

- WALL 145: Wall Identification
  - A = ft. Wall height
  - B = Face Batter
  - L = ft. Wall Lineal Footage
- 000-000 JP: Photo Documentation / Photographer
- Rockery Wall (per original SOA Wall Inventory map)
- Rockery Wall (Additional walls identified not on original SOA wall inventory map)
- Inadequate Chinking Rocks and/or excessive voids
- Drainage rock or Soil erosion Through face of the wall from behind the wall
- Horizontal Distance Between Tiers
- Bad Rock Placement/Shape



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22725 OLD CANAL ROAD, YORBA LINDA, CA 92887  
(714) 685-3900 (714) 685-3909  
www.amgi.com

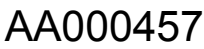
**AG**

**TITLE** SITE DOCUMENTATION PLAN  
**SCALE** AS SHOWN  
**DATE** DEC 2017  
**FILE NO** 40789-01

**MAP** 10



11 of 25



# Visual Inspection

## Site Observations

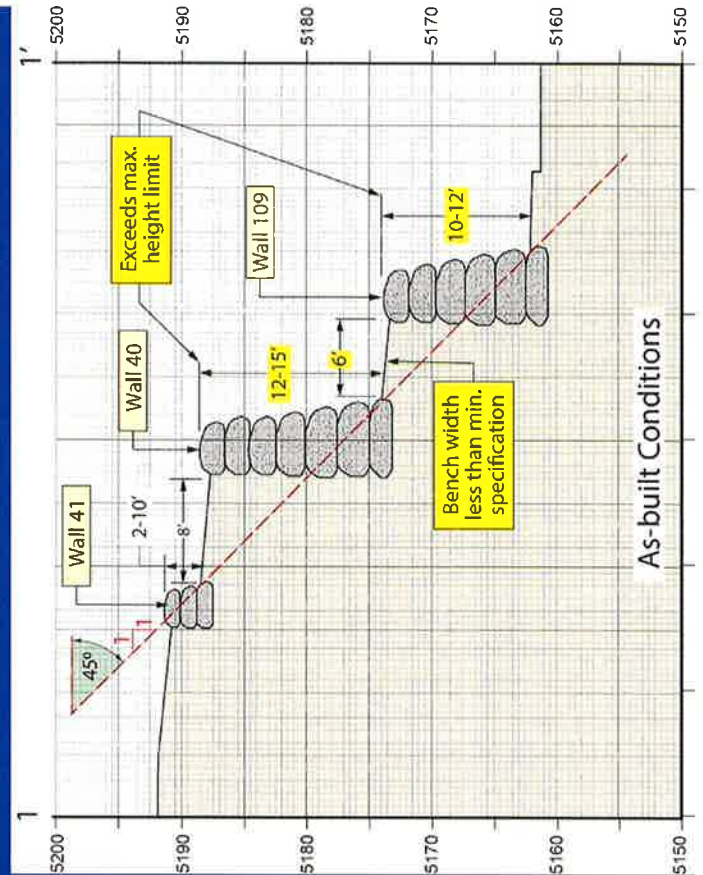
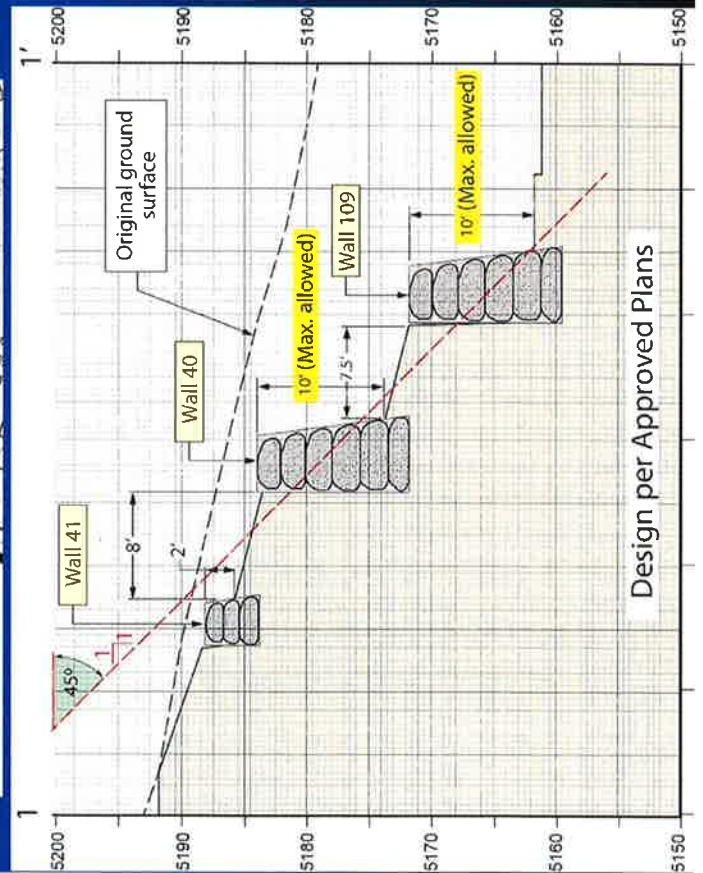
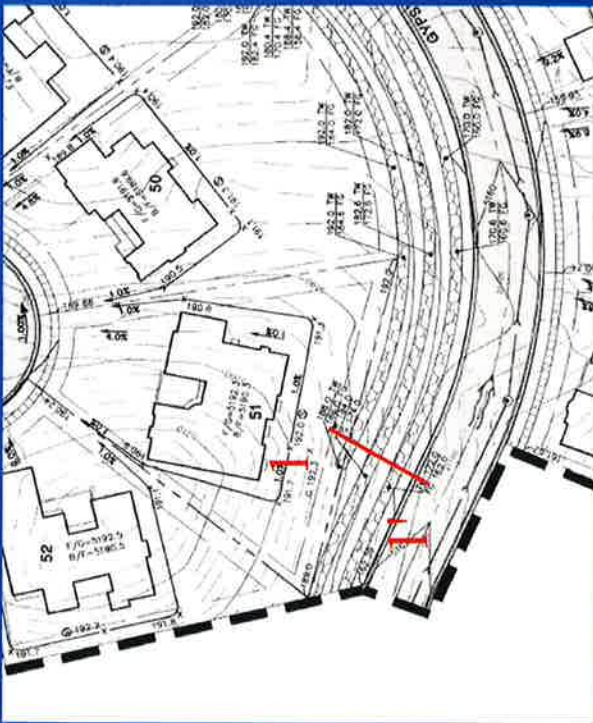


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AA000458



# Cross-section Through Failure Area





# Map 10, Wall 109



*Multi tiered walls,  
exceed 10', narrow  
bench widths  
between walls*

*Bulging at toe*

*Exceeds 10' height, bulge at toe, buckling, benches to small*

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## EXHIBIT 9

## EXHIBIT 9

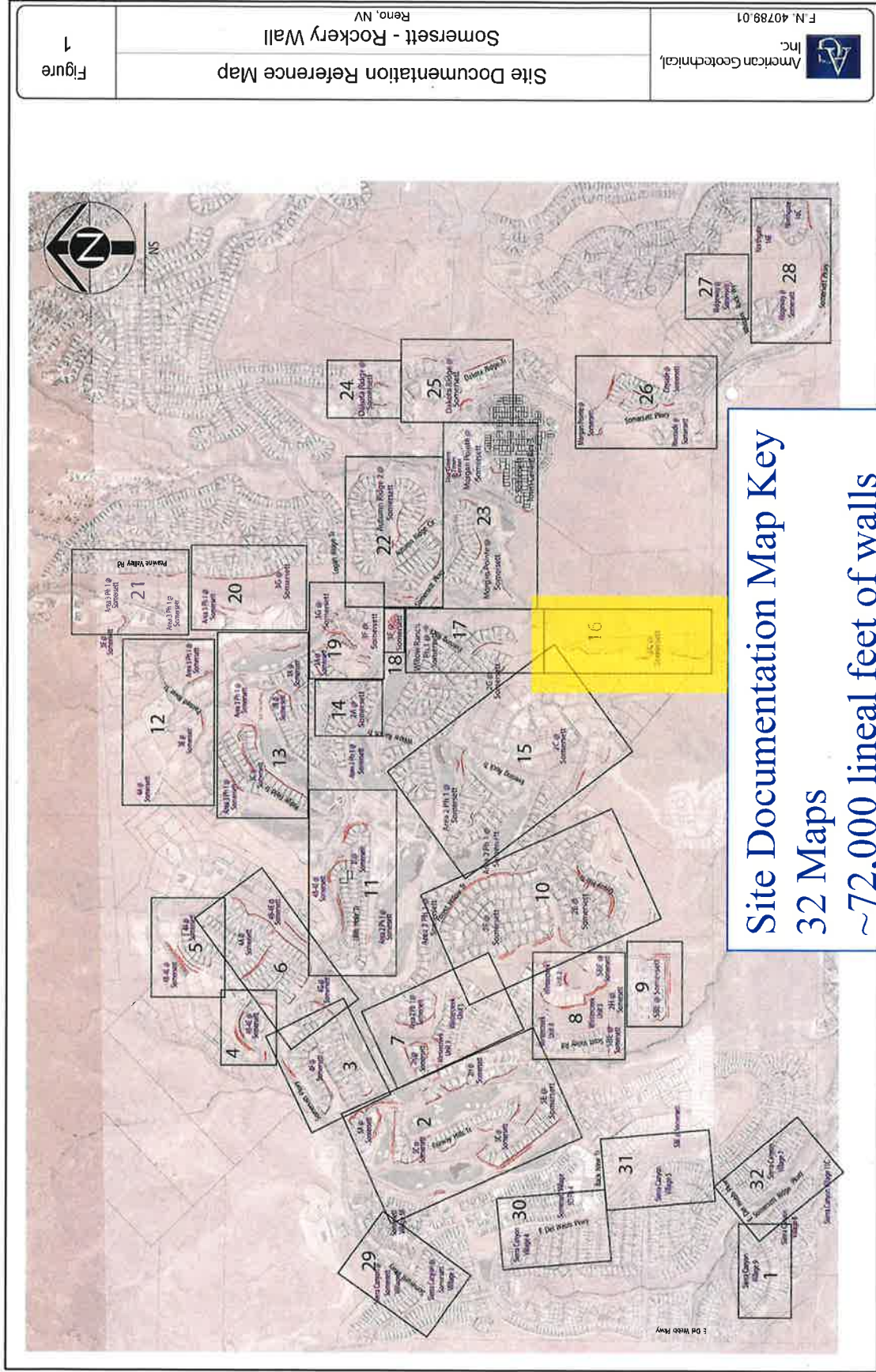
# Somerset Rockery Walls – Map 16

Geotechnical Evaluation by  
*American Geotechnical*



American Geotechnical, Inc.

# Somerset – Site Documentation Key Map



American Geotechnical, Inc.

AA000463

# Map 16

- Documented 4 Walls
- 2 Walls Exceed Max 10' Height
  - Wall 219 up to 15' in height
  - Wall 220 up to 18' in height
- Construction documents have not been found for these walls



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# Walls Exceeding Max 10' Height

2 of 4



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 www.amgi.com

**TITLE:** SITE DOCUMENTATION PLAN  
**SCALE:** AS SHOWN  
**DATE:** DEC 2017  
**FILE NO.:** 40789-01

**MAP**  
**16**

# Visual Inspection

Site Observations by MJ 12/13/17



American Geotechnical, Inc.

AA000466



# Map 16, Wall 220



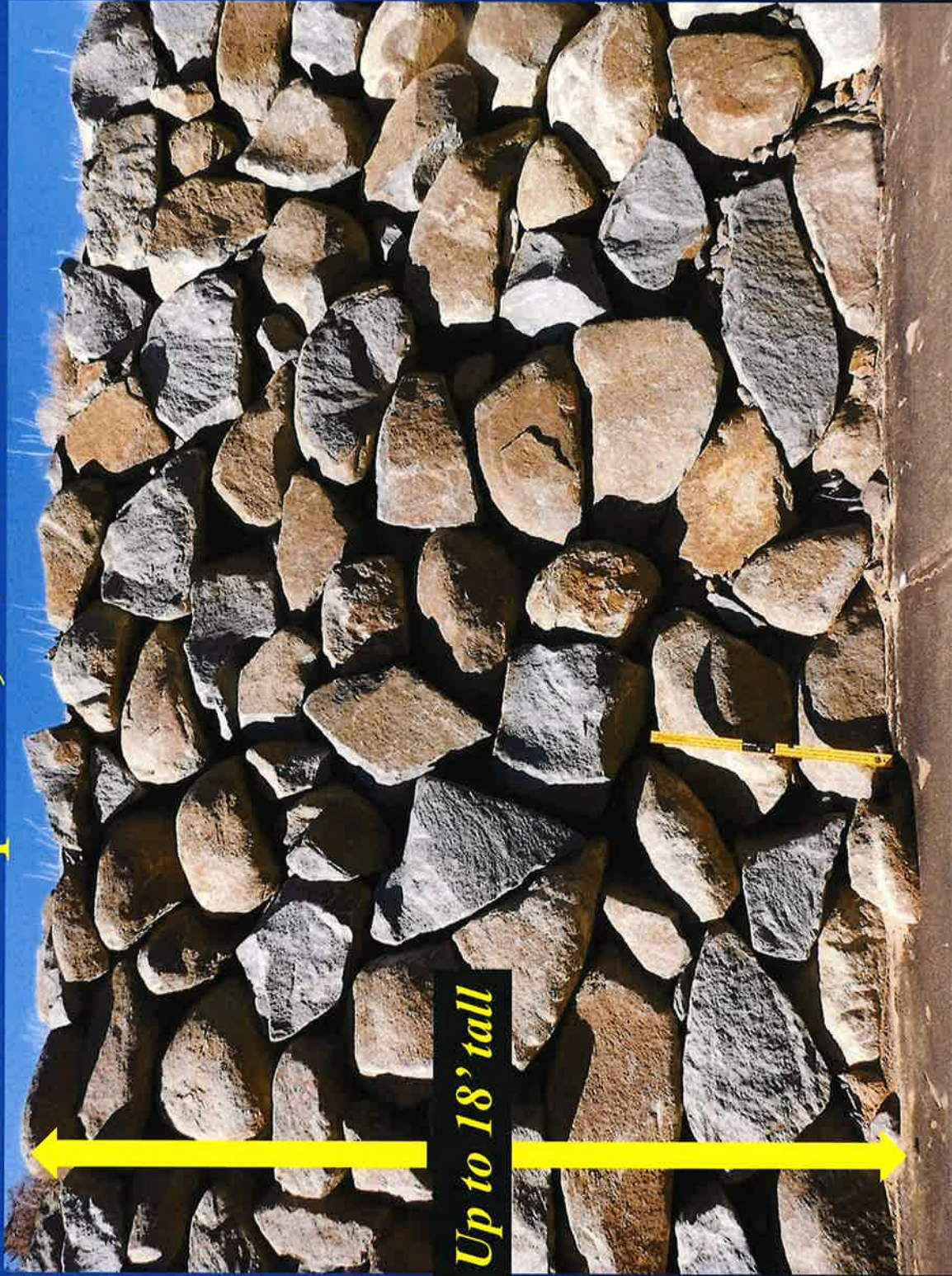
*Wall up to 18' high adjacent cart path with eroded sediments*  
American Geotechnical, Inc.



AA000467



# Map 16, Wall 220



*Up to 18' tall*

*Wall up to 18 feet in height, missing chinking*

American Geotechnical, Inc.





# Map 16, Wall 220



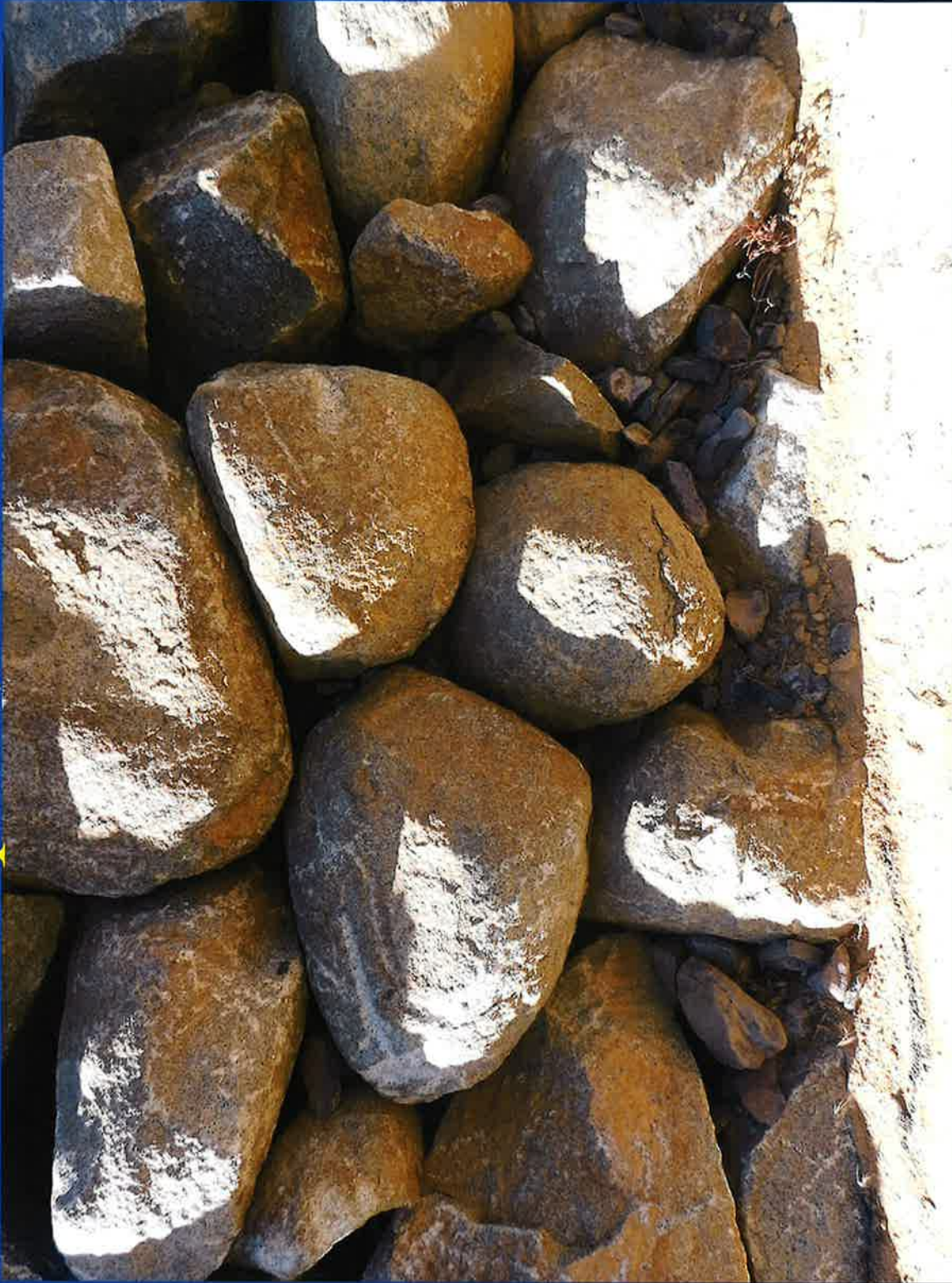
*Near vertical wall face*



American Geotechnical, Inc.



# Map 16, Wall 220



*Small and rounded boulders at wall base with overlain large boulders*  
American Geotechnical, Inc.



AA000470



# Map 16, Wall 219



*Wall up to 15' high adjacent cart path with seepage*

American Geotechnical, Inc.





# Map 16, Wall 219



*Seepage flowing from base of wall*  
American Geotechnical, Inc.





# Map 16, Wall 218



*Decomposing boulder at base of wall*



American Geotechnical, Inc.

EXHIBIT 11

EXHIBIT 11



# PRELIMINARY EVALUATION

## SOMERSETT MASTER ASSOCIATION – ROCKERY WALLS

7670 Town Square Way  
Reno, Nevada

December 22, 2017  
FN 40789-01



Corporate Office:  
22725 Old Canal Rd.  
Yorba Linda, CA 92887

2640 Financial Court  
Suite A  
San Diego, CA 92117

3100 Fite Circle  
Suite 103  
Sacramento, CA 95827

5600 Spring Mtn. Rd.  
Suite 201  
Las Vegas, NV 89146



**American  
Geotechnical Inc.**  
GEOTECHNICAL ENGINEERING / MATERIALS TESTING & INSPECTION

**PSOA016087**

WWW.AMGT.COM  
**AA000504**

EXHIBIT 12

EXHIBIT 12



# Harlan Fricke Consulting

430 South Rock Blvd.  
Sparks, Nevada 89431

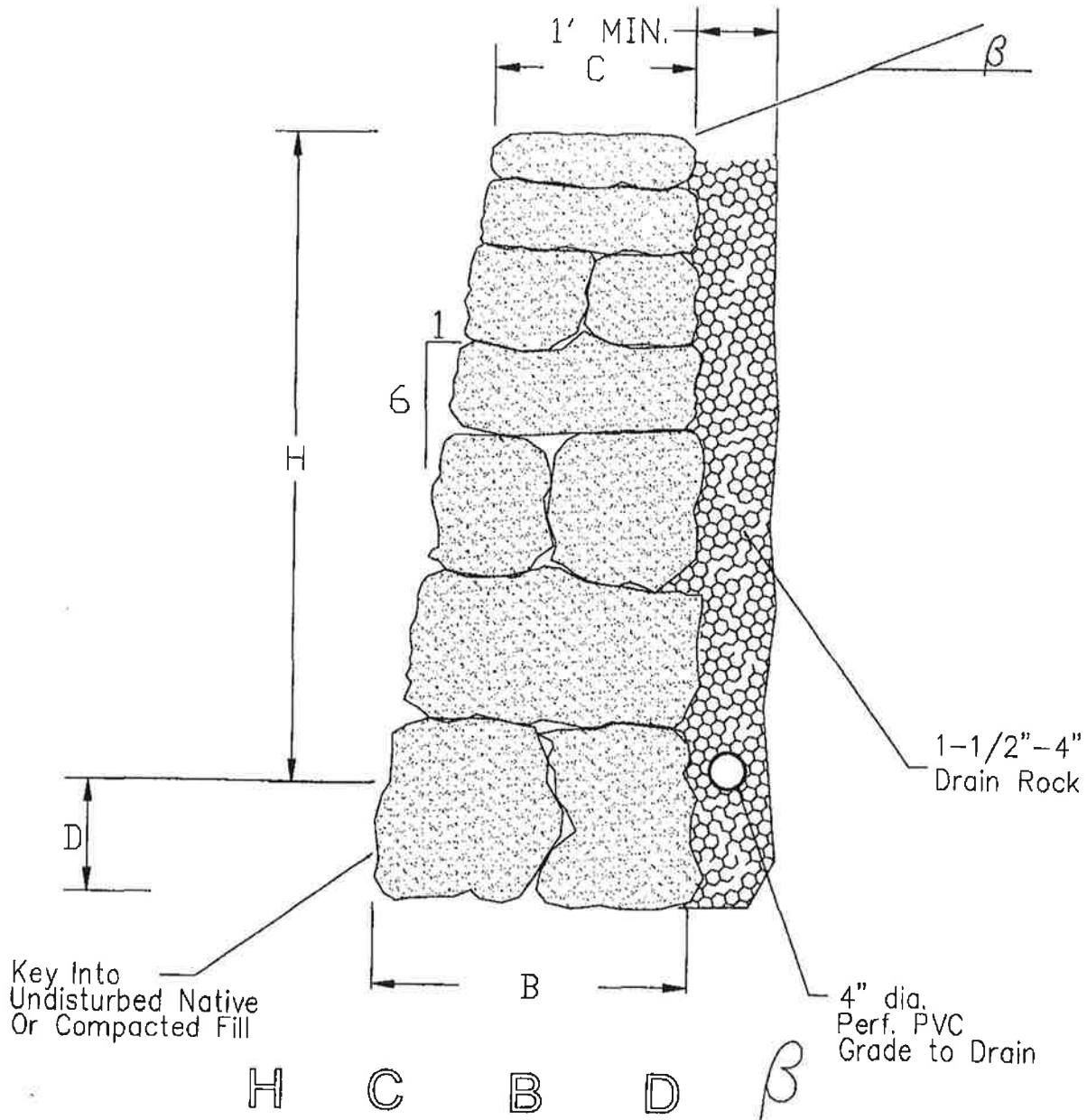
Phone (775) 691-3878 Fax (775) 358-3839

PROJECT **Somerset 5-C**

JOB NO. **1001.01** SHEET **10** OF **11** SHEETS

CALCULATED BY **HFF** DATE **12/21/04**

CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_



H	C	B	D	$\beta$
10'	4.0'	6.0'	2'	14°
8'	3.33'	5.0'	2'	14°
6'	2.66'	4.0'	2'	14°

**PSOA002727**

## Harlan Fricke Consulting

430 South Rock Blvd.  
Sparks, Nevada 89431

Phone (775) 691-3878 Fax (775) 358-3839

PROJECT **Somerset 5-C**

JOB NO. **1001.01** SHEET **11** OF **11** SHEETS

CALCULATED BY **HFF** DATE **12/21/04**

CHECKED BY DATE

### SPECIFICATIONS

1. Rock shall be dense, angular and hand selected for each tier.
2. Rock shall be keyed in to undisturbed native earth or compacted engineered fill to the depth indicated.
3. Maximum backfill slope shall be 2 : 1 or as indicated.
4. Each rock shall be fitted in place and checked for stability.
5. Front face of wall shall have a batter of approximately 1 : 6.
6. Rocks shall be place such that there are no continuous joint planes either horizontally or vertically. Each rock shall bear on two or more rocks maximizing rock to rock contact.
7. Size of rocks will vary, however, the larger rocks shall be placed in the lower courses.
8. No rockery shall be constructed where footing loads from structures can surcharge any portion of the rockery.

**PSOA002728**

AA000507

# EXHIBIT 13

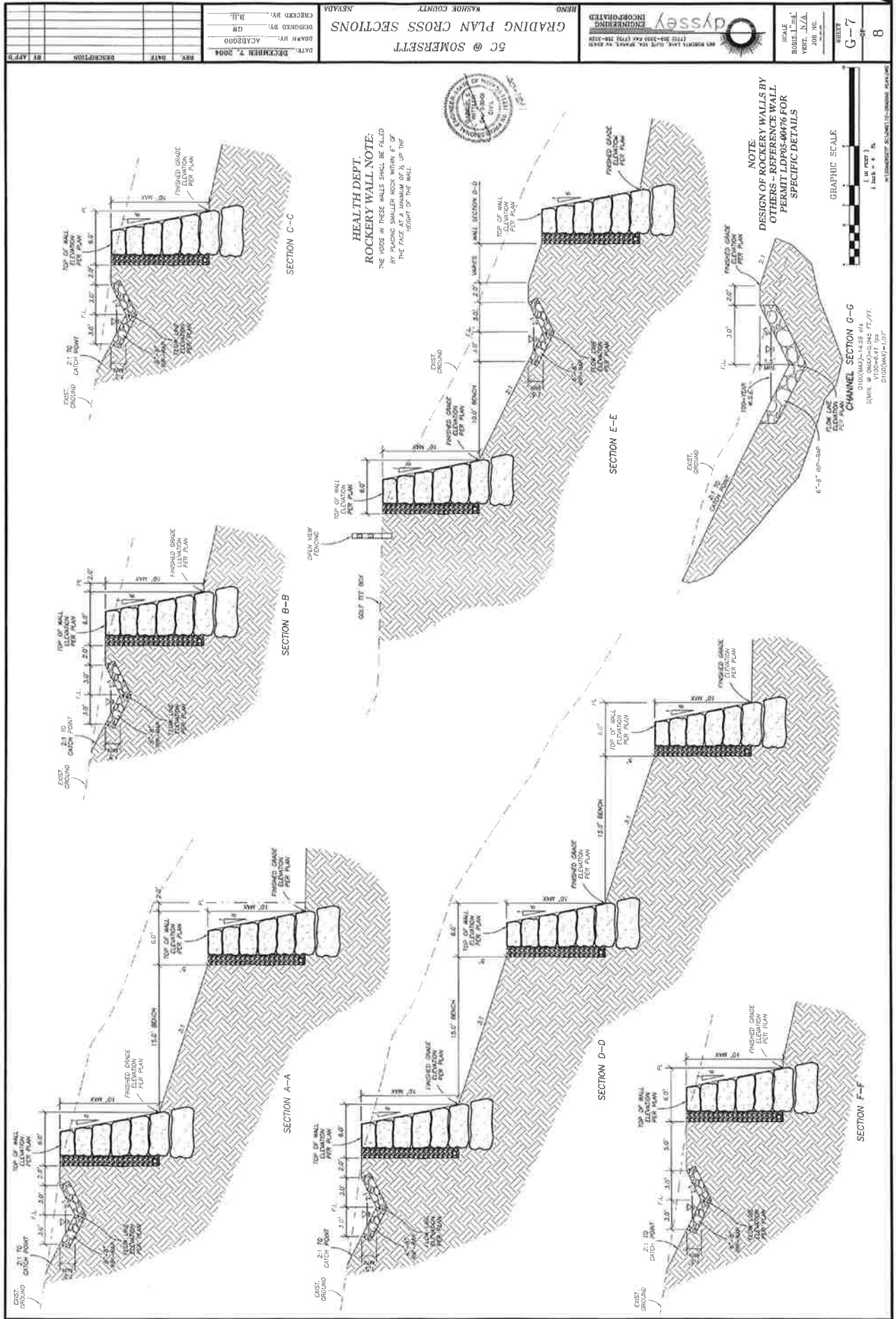
# EXHIBIT 13





02771





AA000511

PSOA002772

EXHIBIT 14

EXHIBIT 14

**GEOTECHNICAL INVESTIGATION REPORT  
SIERRA CANYON AT SOMERSETT  
VILLAGES 4 THROUGH 10  
WASHOE COUNTY, NEVADA**

**July 6, 2004**

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**C.D. ENG.**

**OCT 25 2005**

**PSOA005912**

**AA000513**





**KLEINFELDER**

*An employee owned company*

July 6, 2004  
File: 42996.01

Del Webb's Northern California Communities  
985 Sun City Lane  
Lincoln, California 95648

Attention: Mr. Greg Van Dam

**SUBJECT: Geotechnical Investigation Report  
Sierra Canyon at Somerset  
Villages 4 through 10  
Washoe County, Nevada**

Dear Mr. Van Dam:

The attached report presents the results of our geotechnical investigation for the proposed residential development Sierra Canyon at Somerset, Villages 4 through 10 in Washoe County, Nevada. The project is located in the western portion of Section 10, T19N, R18E, north of Interstate 80.

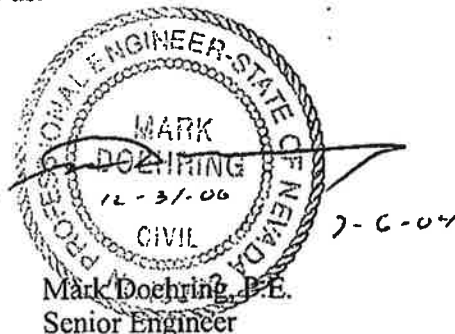
Our report is a supplement to the *Geotechnical Investigation Units 5F, 5G, 5H, 5I, 5J, 5K, 5L, and 5M at Somerset, Reno, Nevada* by Summit Engineering Corporation (February 17, 2003). Our work consisted of additional subsurface exploration, laboratory testing, engineering analyses, and report preparation. Based on the results of our study, we did not encounter soil or groundwater conditions that, in our opinion, may impact conventional site development. Our conclusions and recommendations along with restrictions and limitations on these conclusions are discussed in the attached report.

We appreciate this opportunity to be of service to you and look forward to working with you on future phases of this development. If you have any questions regarding this report or need additional information or services, please contact us.

Sincerely,

**KLEINFELDER, INC.**

Jesse Ruzicka, E.I.  
Staff Professional



Enclosures: Report (4 Bound)

cc: Mr. Brandon Bennett, MacKay & Soms (12 originals)  
Mr. John Baker, Kleinfelder, Inc.

**C.D. ENG.**  
**OCT 25 2005**  
**RENO**

**GEOTECHNICAL INVESTIGATION REPORT  
SIERRA CANYON AT SOMERSETT  
VILLAGES 4 THROUGH 10  
WASHOE COUNTY, NEVADA**

**1 INTRODUCTION AND SCOPE**

**1.1 Project Description**

This report presents the results of our geotechnical study for the proposed residential development Somerset Villages 4 through 10 in Washoe County, Nevada. Our report is a supplement to the *Geotechnical Investigation Units 5F, 5G, 5H, 5I, 5J, 5K, 5L, and 5M at Somerset, Reno, Nevada* by Summit Engineering Corporation (February 17, 2003).

The project is located in the western portion of Section 10, T19N, R18E, north of Interstate 80. The site location is shown on the attached vicinity map (Plate 1).

Based on a review of preliminary mass grading plans developed by MacKay & Soms (April 5, 2004), we understand the project will include the construction of the following:

Village 4	82 residential lots on 26 acres; +maximum cuts of 20 feet and fills of 22 feet
Village 5	147 residential lots on 44.6 acres; maximum cuts of 25 feet and fills of 15 feet
Village 6	91 residential lots on 29.5 acres; maximum cuts of 22 feet and fills of 19 feet
Village 7	79 residential lots on 23.5 acres; maximum cuts of 39 feet and fills of 33 feet
Village 8	65 residential lots on 24.1 acres; maximum cuts of 5 feet and fills of 33 feet
Village 9	96 residential lots on 34.9 acres; maximum cuts of 10 feet and fills of 14 feet
Village 10	101 residential lots on 36.6 acres; *maximum cuts of 20 feet and fills of 20 feet

+The southern edge of Village 4, north of the common area, has been rough grade. Maximum cuts and fills for the remaining section of Village 4 are estimated to be on the order of 16 feet and 14 feet, respectively.

\*Village 10 has been previously rough graded to approximately the common area south of Winterberry Court and north of Winterchase Way. Maximum cuts and fills for the remaining section of Village 10 are estimated to be on the order of 5 feet and 14 feet, respectively.

#### 4.5 Retaining Structures

Lateral earth pressures will be imposed on all subterranean structures including retaining walls and foundations. Table 2 presents a list of soil parameters we recommend for design of these structures assuming level and 3:1 (horizontal to vertical) backfill. This section excludes the design of rockery walls, which need to be examined on a case-by-case basis depending on height, back slope inclination, cut and fill conditions, etc.

**TABLE 2**  
LATERAL EARTH PRESSURE COEFFICIENTS

Earth Pressure	Equivalent Fluid Density (pcf)
Active (level)	35
Active (3:1)	45
At-rest	55
Passive	350
Friction Coefficient	0.35

Recommended minimum factors of safety against sliding, overturning, and bearing failure are listed in Table 3, below.

**TABLE 3**  
RECOMMENDED MINIMUM FACTORS OF SAFETY

Factor of safety against sliding	1.5
Factor of safety against overturning	2
Factor of safety against bearing failure	3

If both passive and frictional resistances are assumed to act concurrently, we recommend a minimum safety factor of 2 be used for design against sliding. The passive pressure should not be relied upon in the upper 24 inches of the soil profile.

The at-rest case is applicable for braced walls where rotational movement is confined to less than 0.001H. If greater movement is possible, the active case applies. A wall movement of about 0.01H is required to develop the full pressure. These values do not include hydrostatic pressures that might be caused by groundwater or surface water trapped behind a structure. Where backfill

EXHIBIT 10

EXHIBIT 10





0 50' 100'



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 22725 OLD CANAL ROAD, YORBA LINDA, CA 92887  
 (714) 685-3900 (714) 685-3909  
[www.amgt.com](http://www.amgt.com)

**TITLE:** SITE DOCUMENTATION PLAN  
**SCALE:** AS SHOWN  
**DATE:** DEC 2017  
**FILE NO.:** PSOA0161d6  
**40789-01**

MAP

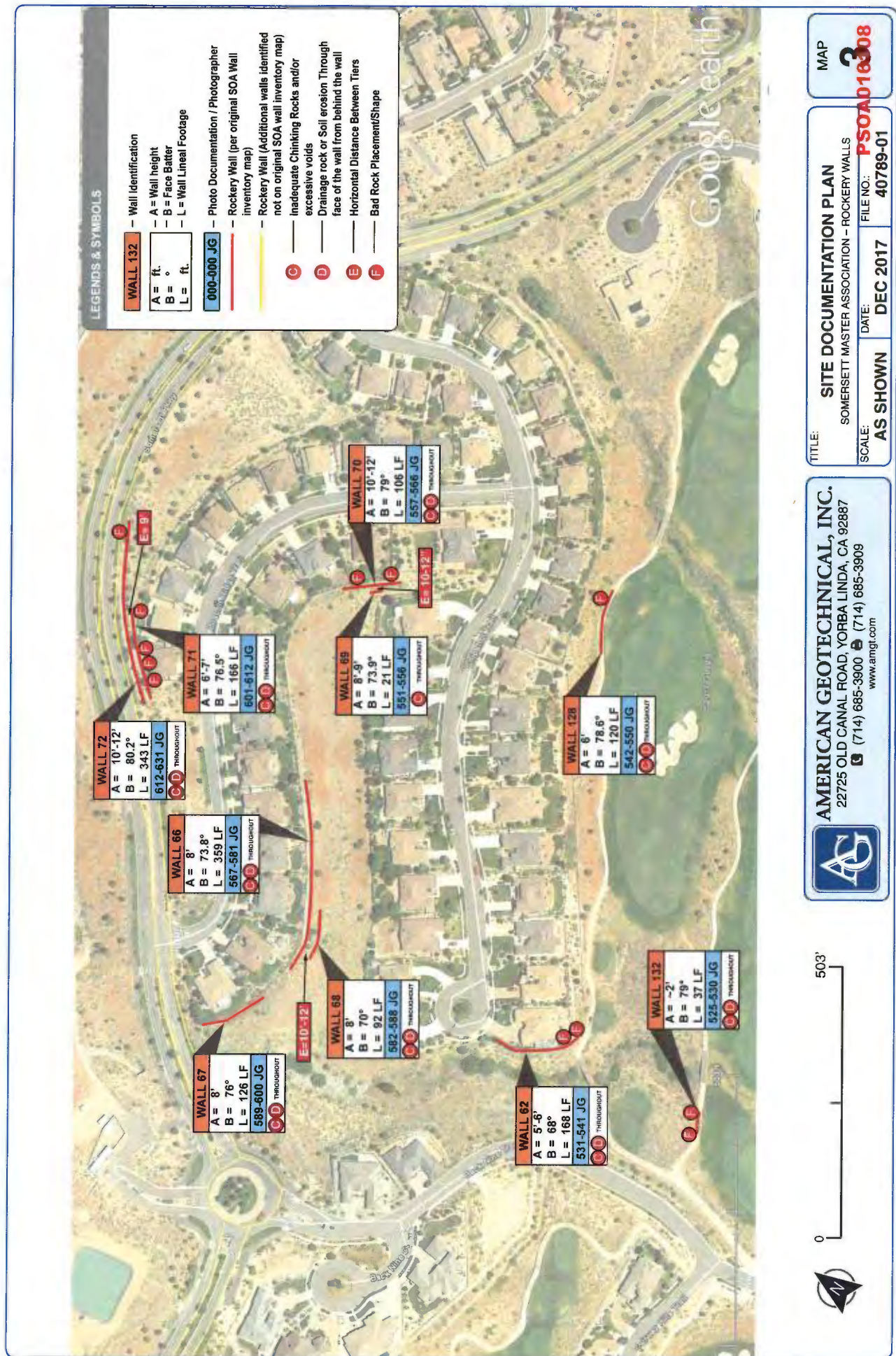
1

AA000475







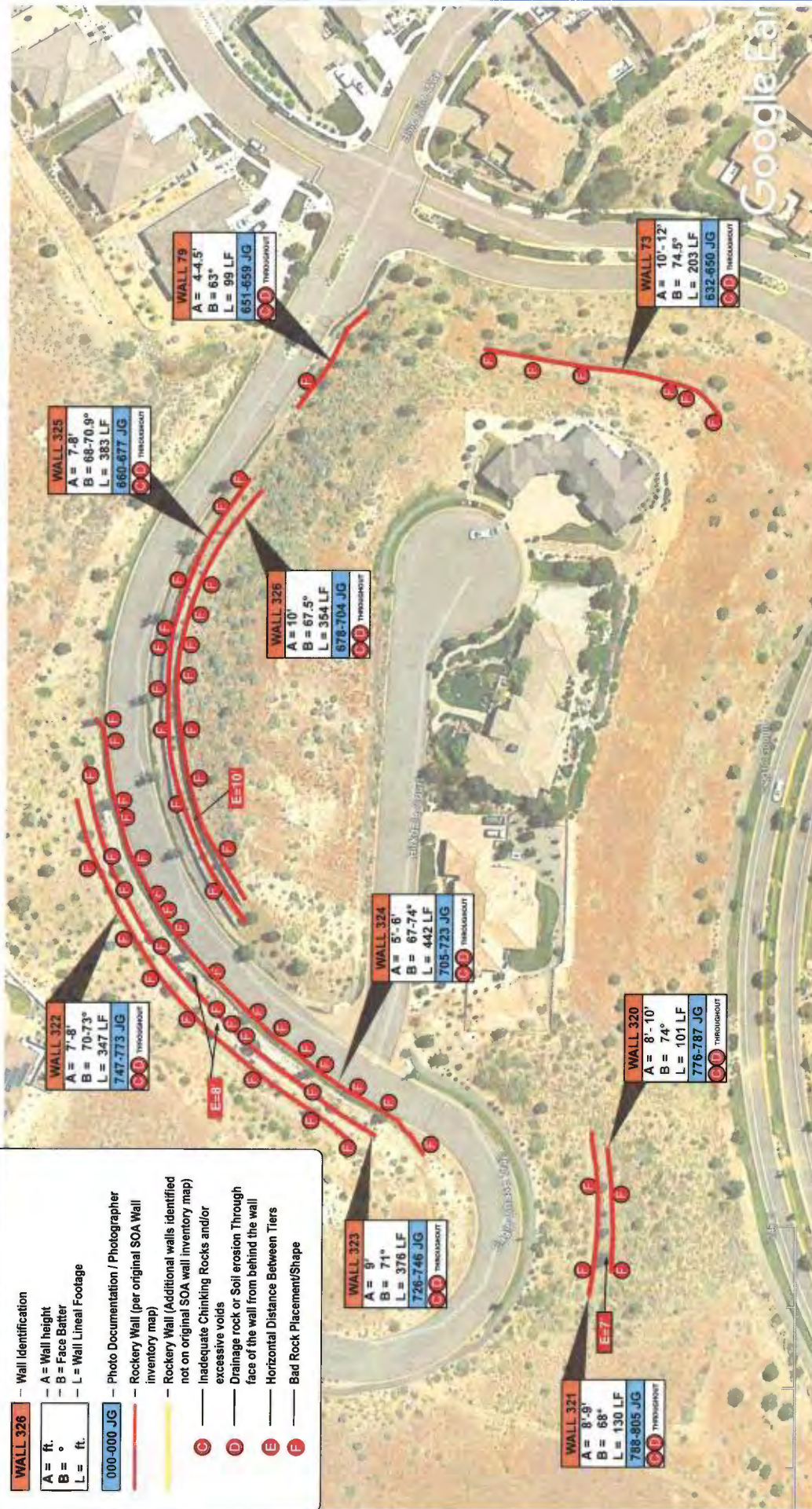


AA000477



# LEGENDS & SYMBOLS

- WALL 326**
  - Wall Identification
  - A = ft.
  - B = °
  - L = ft.
- 000-000 JG**
  - Photo Documentation / Photographer
  - Rockery Wall (per original SOA Wall inventory map)
  - Rockery Wall (Additional walls identified not on original SOA wall inventory map)
  - Inadequate Chinking Rocks and/or excessive voids
  - Drainage rock or Soil erosion Through face of the wall from behind the wall
  - Horizontal Distance Between Tiers
  - Bad Rock Placement/Shape

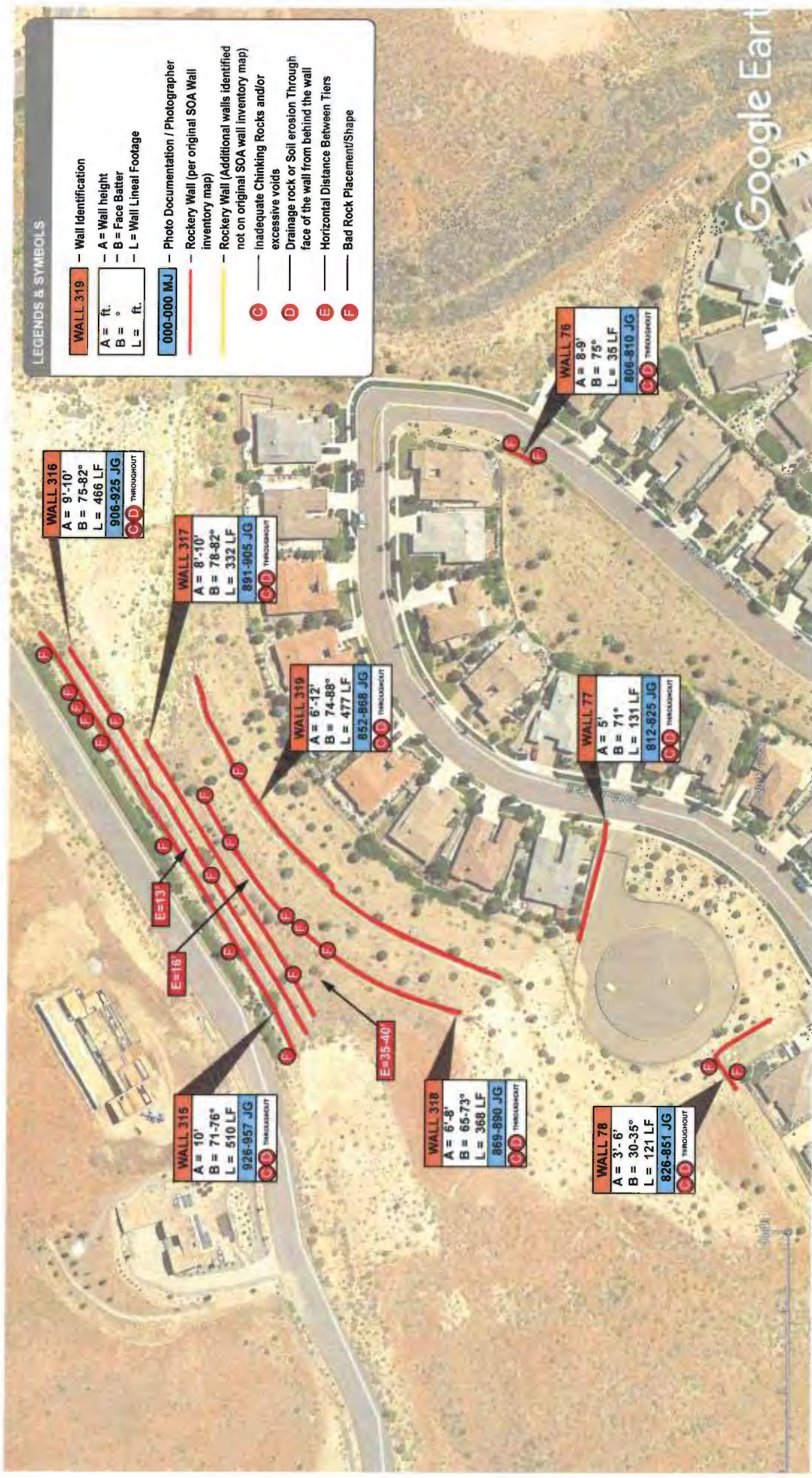


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**TITLE:** SITE DOCUMENTATION PLAN  
SOMERSETT MASTER ASSOCIATION - ROCKERY WALLS  
**SCALE:** AS SHOWN  
**DATE:** DEC 2017  
**FILE NO.:** 40789-01

**MAP**  
PSOA016109



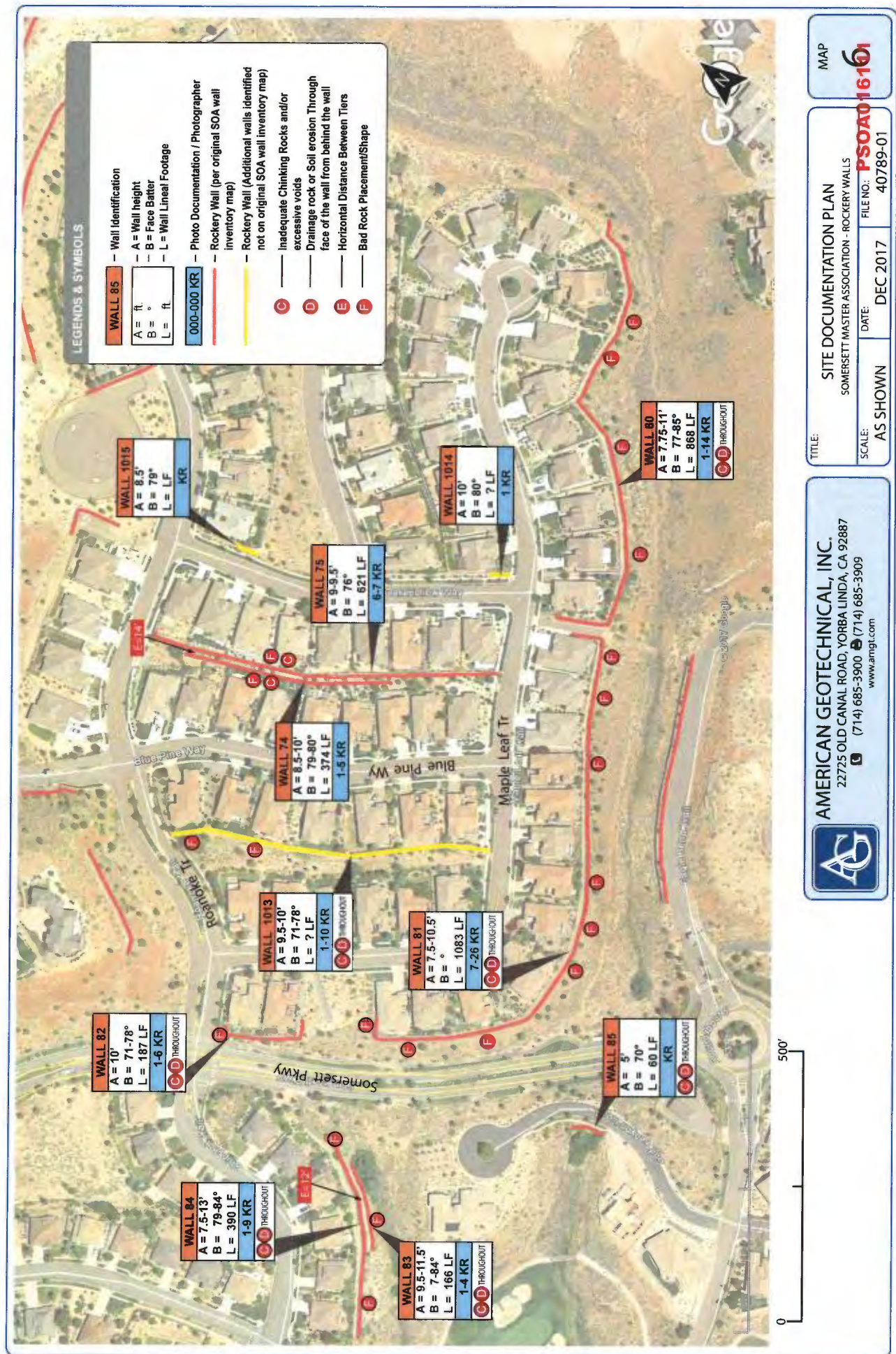


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**TITLE:** SITE DOCUMENTATION PLAN  
SOMERSETT MASTER ASSOCIATION - ROCKERY WALLS  
**SCALE:** AS SHOWN  
**DATE:** DEC 2017  
**FILE NO.:** PSOA016100  
**40789-01**

**MAP**  
**5**





AA000480







# LEGENDS & SYMBOLS

## WALL 22

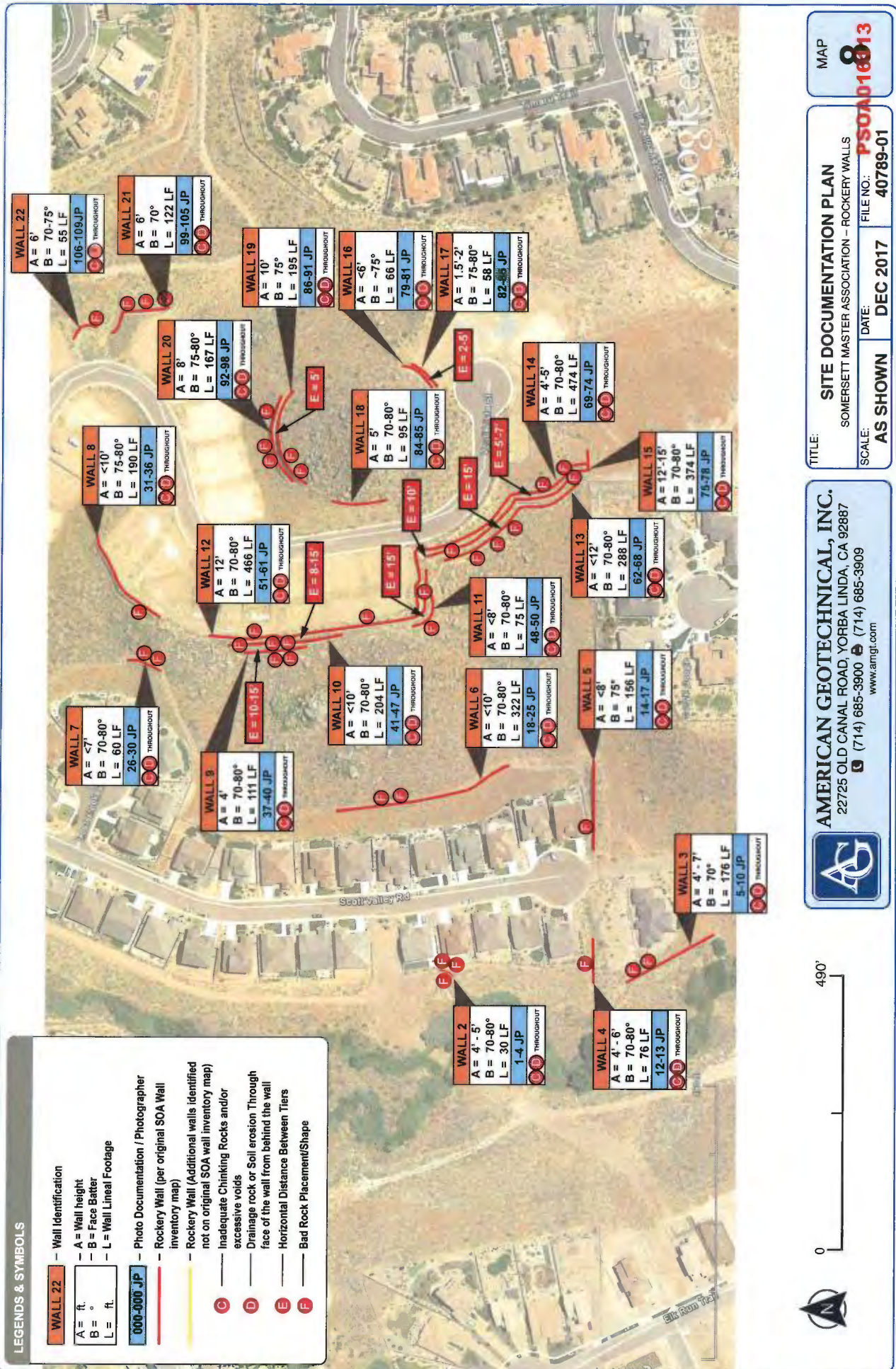
A = ft.  
B = °  
L = ft.

## 000-000 JP

Photo Documentation / Photographer  
Rockery Wall (per original SOA wall inventory map)

- Rockery Wall (Additional walls identified not on original SOA wall inventory map)
- Inadequate Chinking Rocks and/or excessive voids
- Drainage rock or Soil erosion Through face of the wall from behind the wall
- Horizontal Distance Between Tiers
- Bad Rock Placement/Shape

C  
D  
E  
F



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(714) 685-3900 (714) 685-3909  
www.amgt.com

**TITLE: SITE DOCUMENTATION PLAN**  
SOMERSET MASTER ASSOCIATION - ROCKERY WALLS  
**SCALE: AS SHOWN** **DATE: DEC 2017** **FILE NO: 40789-01**

**MAP**  
**PS00016013**



# LEGENDS & SYMBOLS

**WALL 34** — Wall Identification

A = ft.  
B = °  
L = ft.

000-000 JP — Photo Documentation / Photographer

— Rockery Wall (per original SOA Wall inventory map)

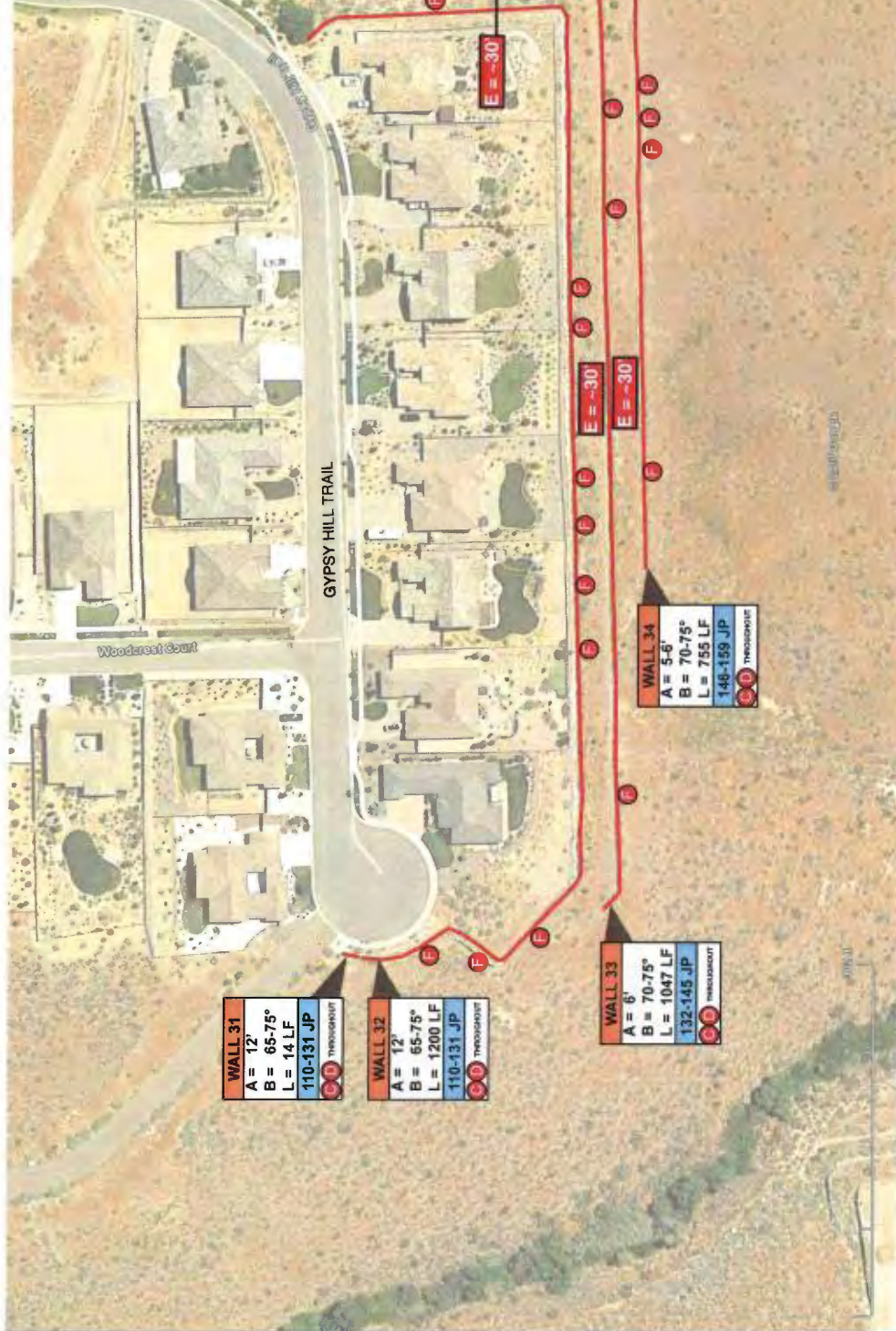
— Rockery Wall (Additional walls identified not on original SOA wall inventory map)

— Inadequate Chinking Rocks and/or excessive voids

— Drainage rock or Soil erosion Through face of the wall from behind the wall

— Horizontal Distance Between Tiers

— Bad Rock Placement/Shape



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TITLE: **SITE DOCUMENTATION PLAN**  
SOMERSETT MASTER ASSOCIATION - ROCKERY WALLS

SCALE: **AS SHOWN** DATE: **DEC 2017** FILE NO.: **PSOA016014**

MAP

AA000483







# LEGENDS & SYMBOLS

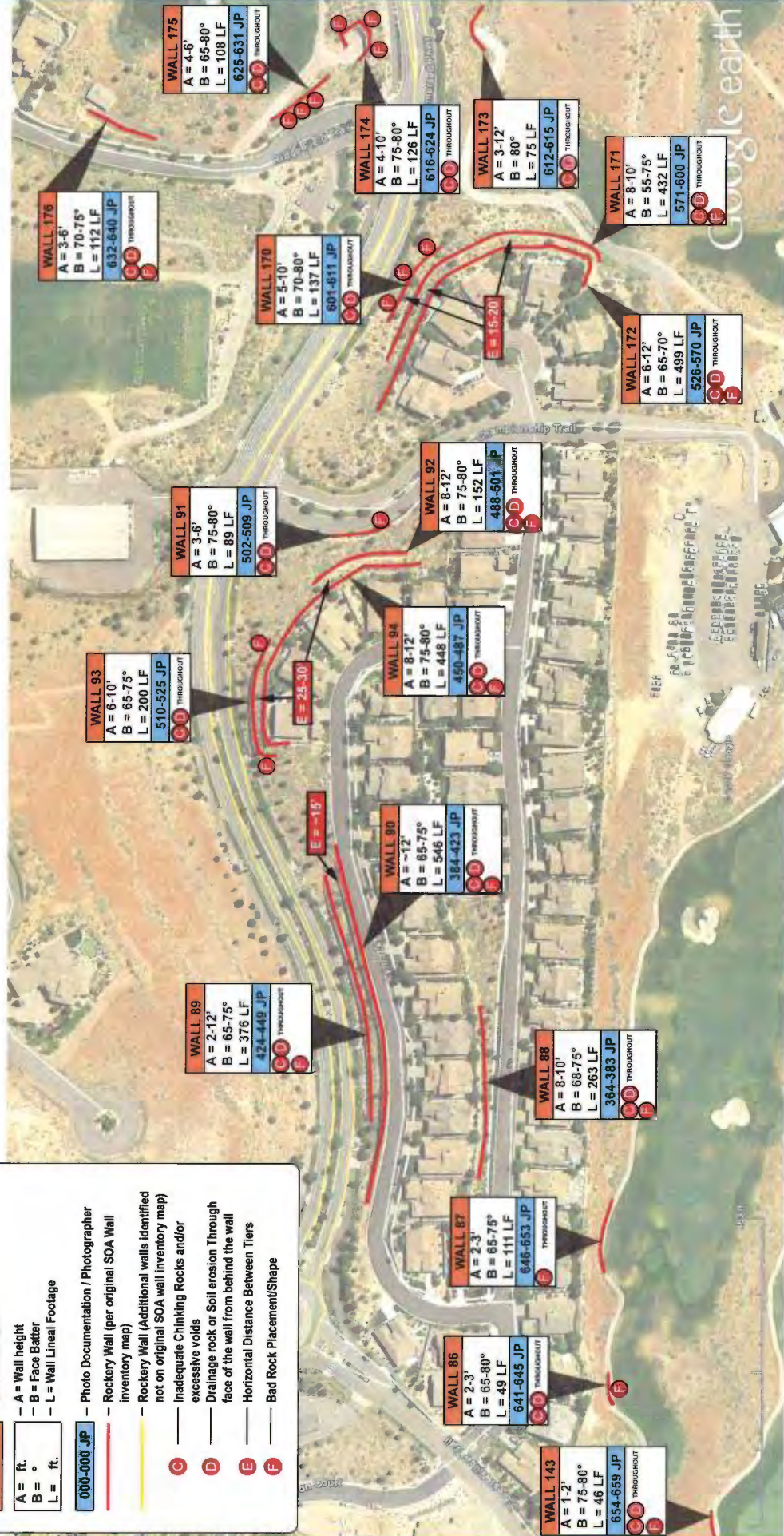
## WALL 176

— Wall Identification  
 A = ft.  
 B = Face Batter  
 L = ft.

## 0000-0000 JP

— Photo Documentation / Photographer  
 — Rockery Wall (per original SOA Wall inventory map)  
 — Rockery Wall (Additional walls identified not on original SOA wall inventory map)

- C — Inadequate Chinking Rocks and/or excessive voids
- D — Drainage rock or Soil erosion Through face of the wall from behind the wall
- E — Horizontal Distance Between Tiers
- F — Bad Rock Placement/Shape



0 463'



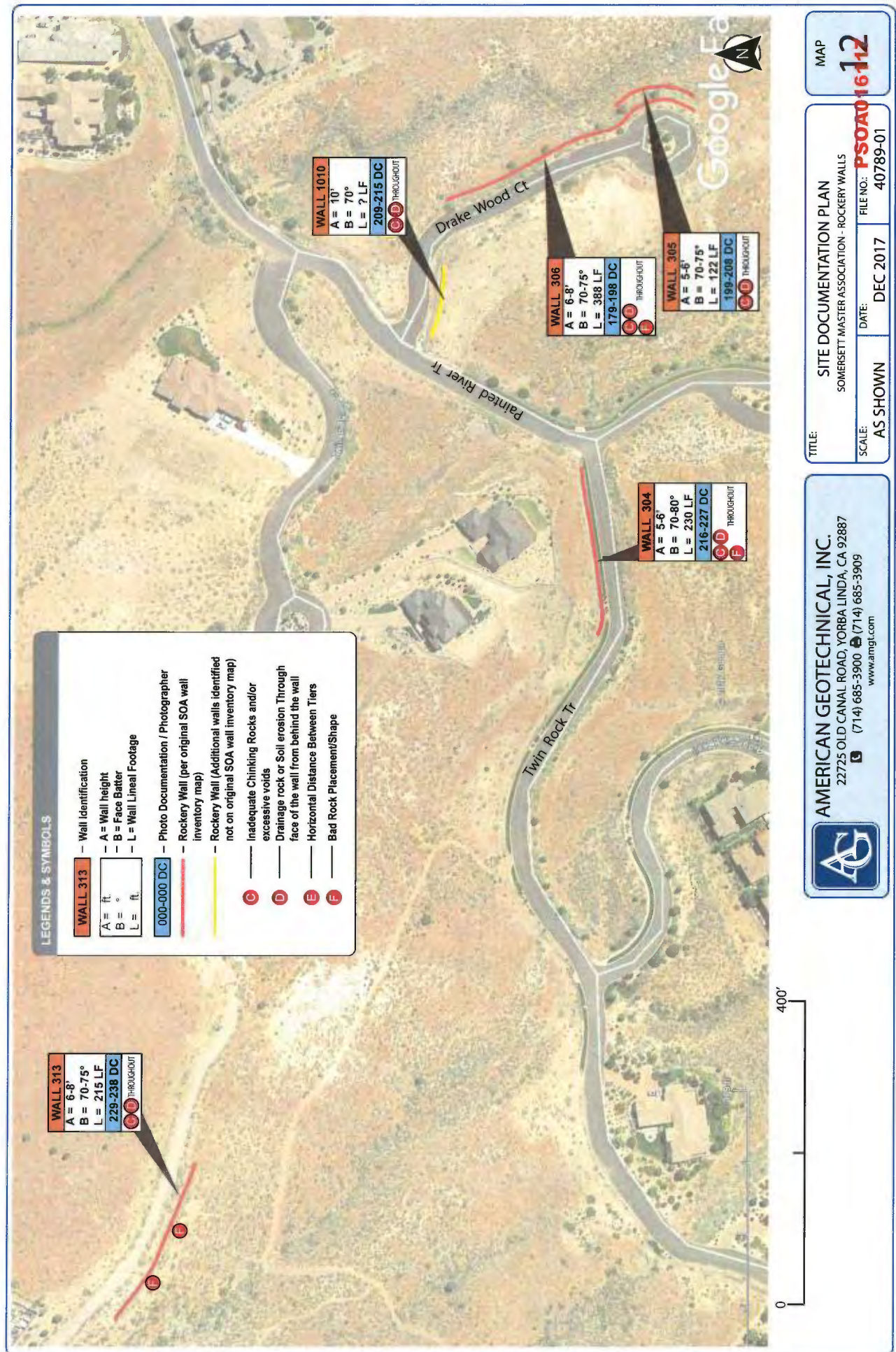
**AMERICAN GEOTECHNICAL, INC.**  
 22725 OLD CANAL ROAD, YORBA LINDA, CA 92887  
 (714) 685-3900 (714) 685-3909  
 www.amgi.com

**TITLE** SITE DOCUMENTATION PLAN  
 SOMERSET MASTER ASSOCIATION - ROCKERY WALLS  
**SCALE:** AS SHOWN  
**DATE:** DEC 2017  
**FILE NO.:** 40789-01

**MAP**  
**11**  
**PSOA01116**

AA000485





**MAP**

**PSOA016112**

**FILE NO:** PSOA016112

**DATE:** DEC 2017

**SCALE:** AS SHOWN

**TITLE:** SITE DOCUMENTATION PLAN  
SOMERSETT MASTER ASSOCIATION - ROCKERY WALLS

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 22725 OLD CANAL ROAD, YORBA LINDA, CA 92887  
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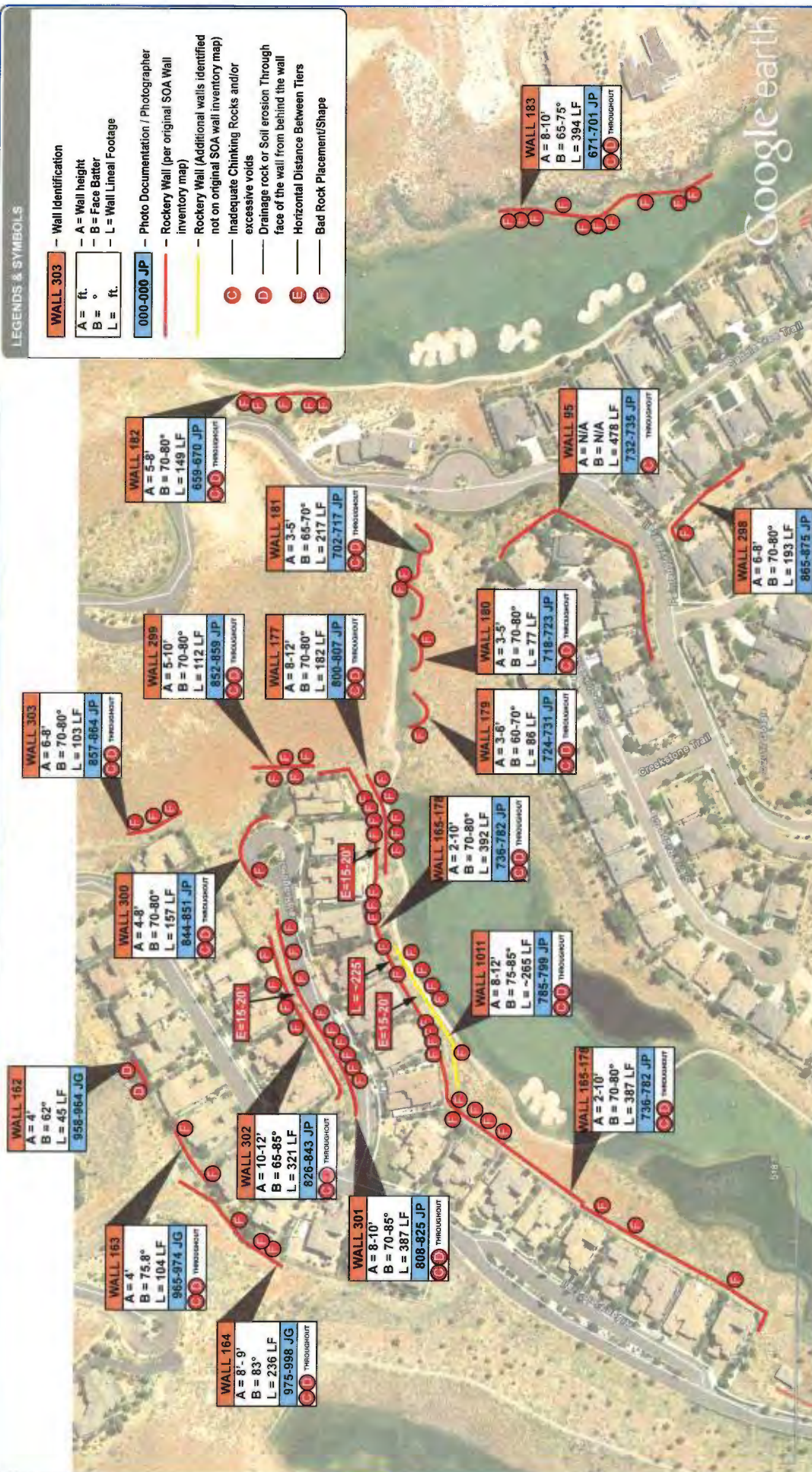
# LEGENDS & SYMBOLS

## WALL 303

- Wall Identification
- A = Wall height
- B = Face Batter
- L = Wall Linear Footage

- 000-000 JP
- Photo Documentation / Photographer
- Rockery Wall (per original SOA Wall inventory map)
- Rockery Wall (Additional walls identified not on original SOA wall inventory map)

- C Inadequate Chinking Rocks and/or excessive voids
- D Drainage rock or Soil erosion Through face of the wall from behind the wall
- E Horizontal Distance Between Tiers
- F Bad Rock Placement/Shape



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TITLE: **SITE DOCUMENTATION PLAN**  
SOMERSET MASTER ASSOCIATION - ROCKERY WALLS  
SCALE: **AS SHOWN** DATE: **DEC 2017** FILE NO: **PSOA016113**  
MAP 40789-01

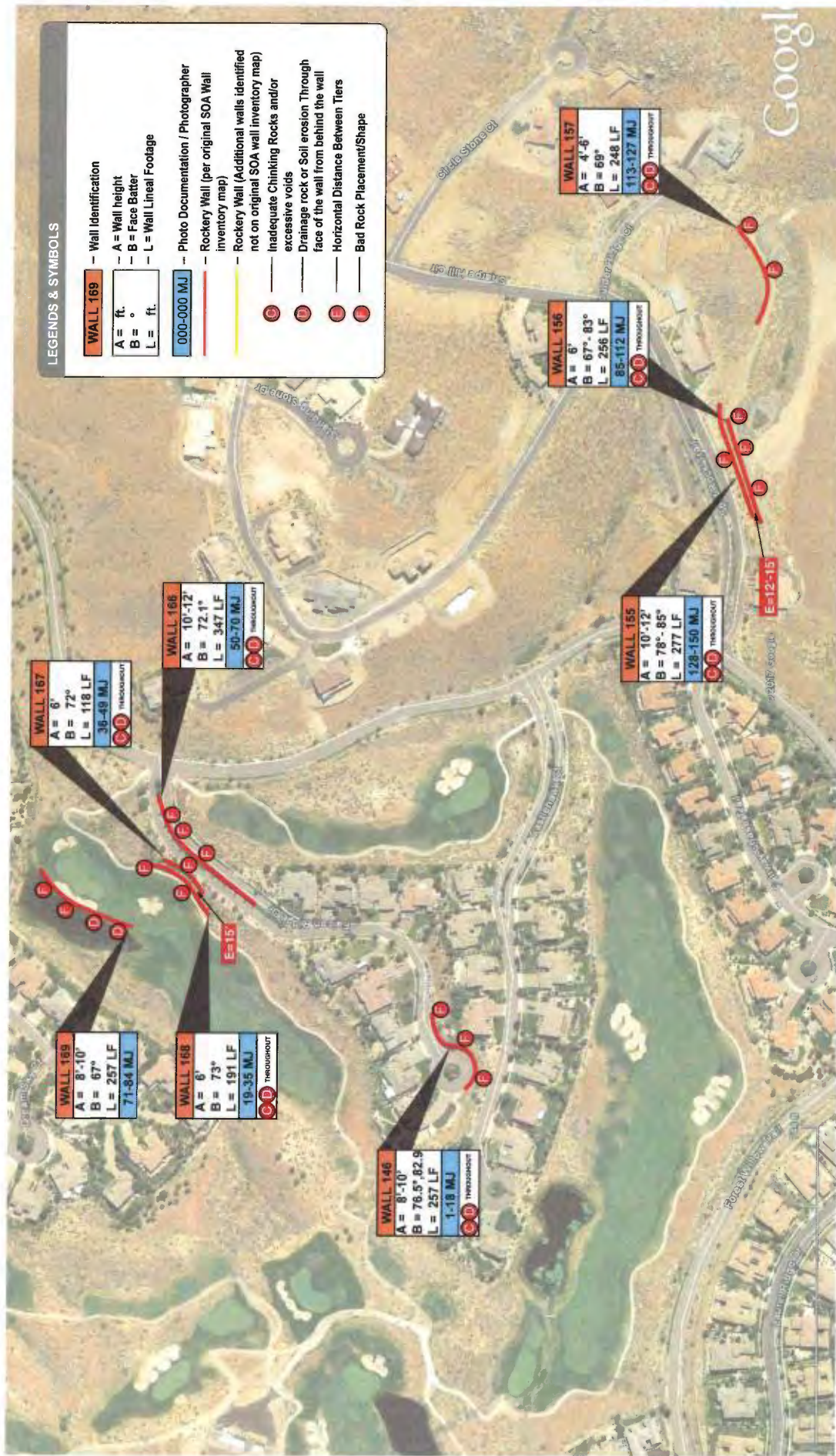
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AA000488





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**MAP**  
**15**  
**PSOA016120**

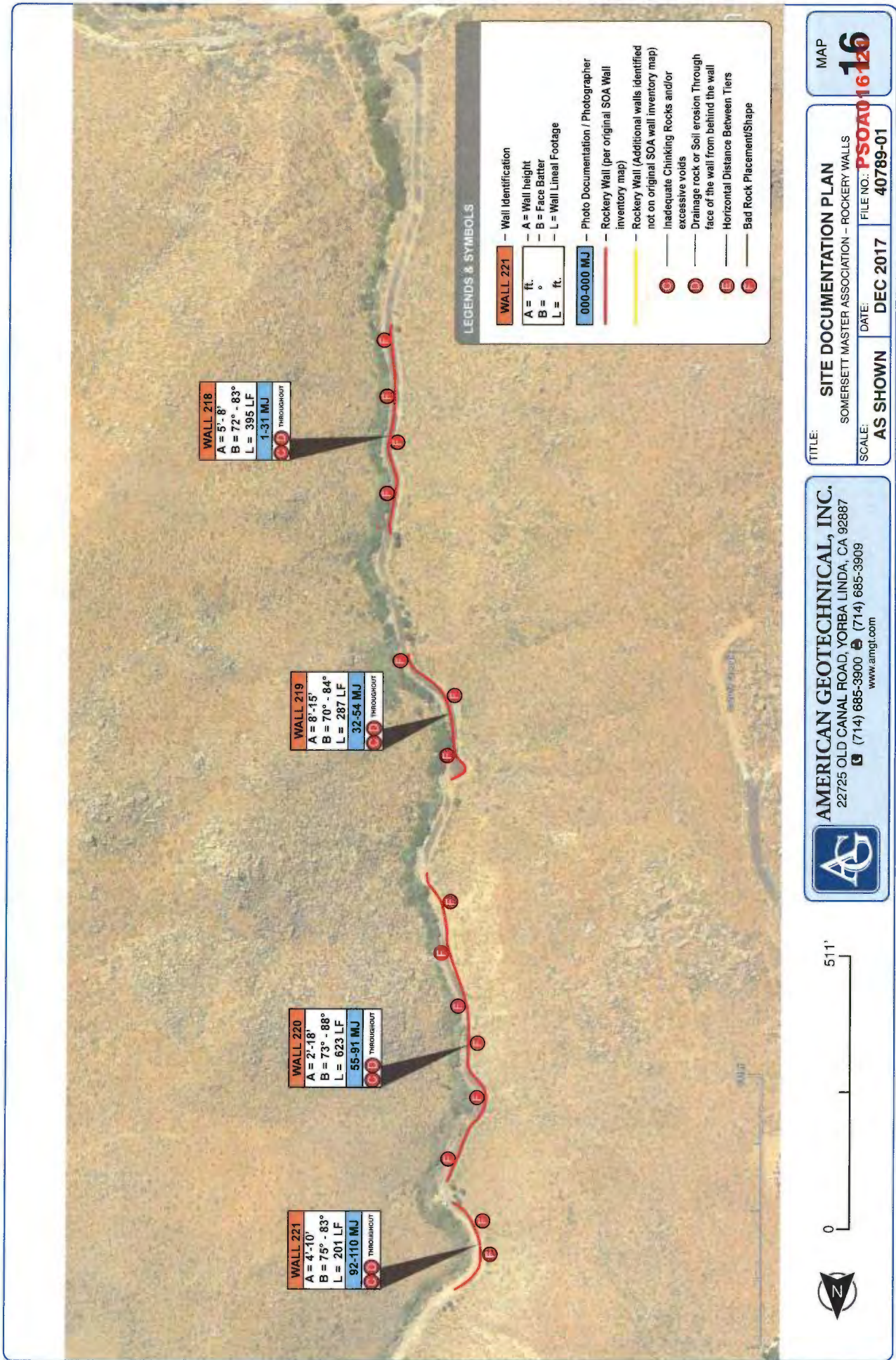
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SOMERSETT MASTER ASSOCIATION - ROCKERY WALLS

**SCALE: AS SHOWN**  
**DATE: DEC 2017**  
**FILE NO: 40789-01**

0 744'

**MAP**  
**15**  
**PSOA016120**



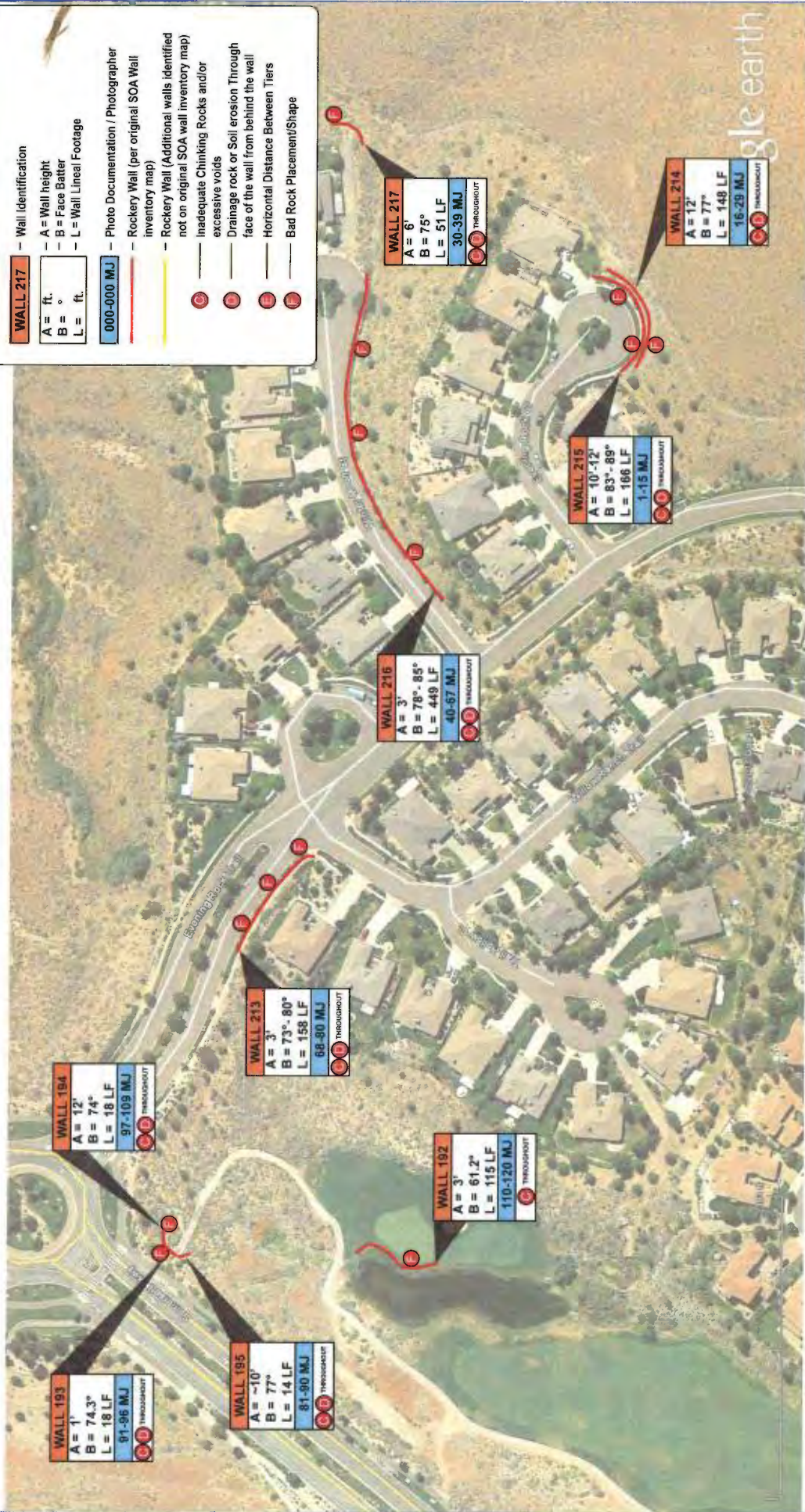


AA000490



LEGENDS & SYMBOLS

- WALL 217
  - Wall Identification
  - A = ft.
  - B = °
  - L = ft.
- 000-000 MJ
  - Photo Documentation / Photographer
  - Rockery Wall (per original SOA Wall inventory map)
  - Rockery Wall (Additional walls identified not on original SOA wall inventory map)
  - Inadequate Chinking Rocks and/or excessive voids
  - Drainage rock or Soil erosion Through face of the wall from behind the wall
  - Horizontal Distance Between Tiers
  - Bad Rock Placement/Shape



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**TITLE** SITE DOCUMENTATION PLAN  
 SOMERSET MASTER ASSOCIATION - ROCKERY WALLS  
**SCALE:** AS SHOWN  
**DATE:** DEC 2017  
**FILE NO.:** 40789-01

**MAP** 17  
 1612L



# LEGENDS & SYMBOLS

**WALL 286** — Wall Identification  
 A = ft.  
 B = °  
 L = ft.

**000-000 MJ** — Photo Documentation / Photographer inventory map  
 — Rockery Wall (per original SOA Wall inventory map)  
 — Rockery Wall (Additional walls identified not on original SOA wall inventory map)  
 — Inadequate Chinking Rocks and/or excessive voids  
 — Drainage rock or Soil erosion Through face of the wall from behind the wall  
 — Horizontal Distance Between Tiers  
 — Bad Rock Placement/Shape

**WALL 281**  
 A = 8'-13"  
 B = 76°-82°  
 L = 87 LF  
 107-121 MJ  
 THROUGHOUT

**WALL 280**  
 A = 10'-12"  
 B = 76°-80°  
 L = 99 LF  
 95-106 MJ  
 THROUGHOUT

**WALL 282**  
 A = 10'  
 B = 72°-78°  
 L = 167 LF  
 81-94 MJ  
 THROUGHOUT

**WALL 278**  
 A = 10'-12"  
 B = 75°-85°  
 L = 236 LF  
 11-32 MJ  
 THROUGHOUT

**WALL 283**  
 A = 10'-18"  
 B = 71°-86°  
 L = 226 LF  
 64-80 MJ  
 THROUGHOUT

**WALL 285**  
 A = 5'-12"  
 B = 77°  
 L = 175 LF  
 33-48 MJ  
 THROUGHOUT

**WALL 286**  
 A = 3'-8"  
 B = 78°-82°  
 L = 27 LF  
 1-10 MJ  
 THROUGHOUT

**WALL 284**  
 A = 10'-12"  
 B = 75°-80°  
 L = 213 LF  
 49-63 MJ  
 THROUGHOUT



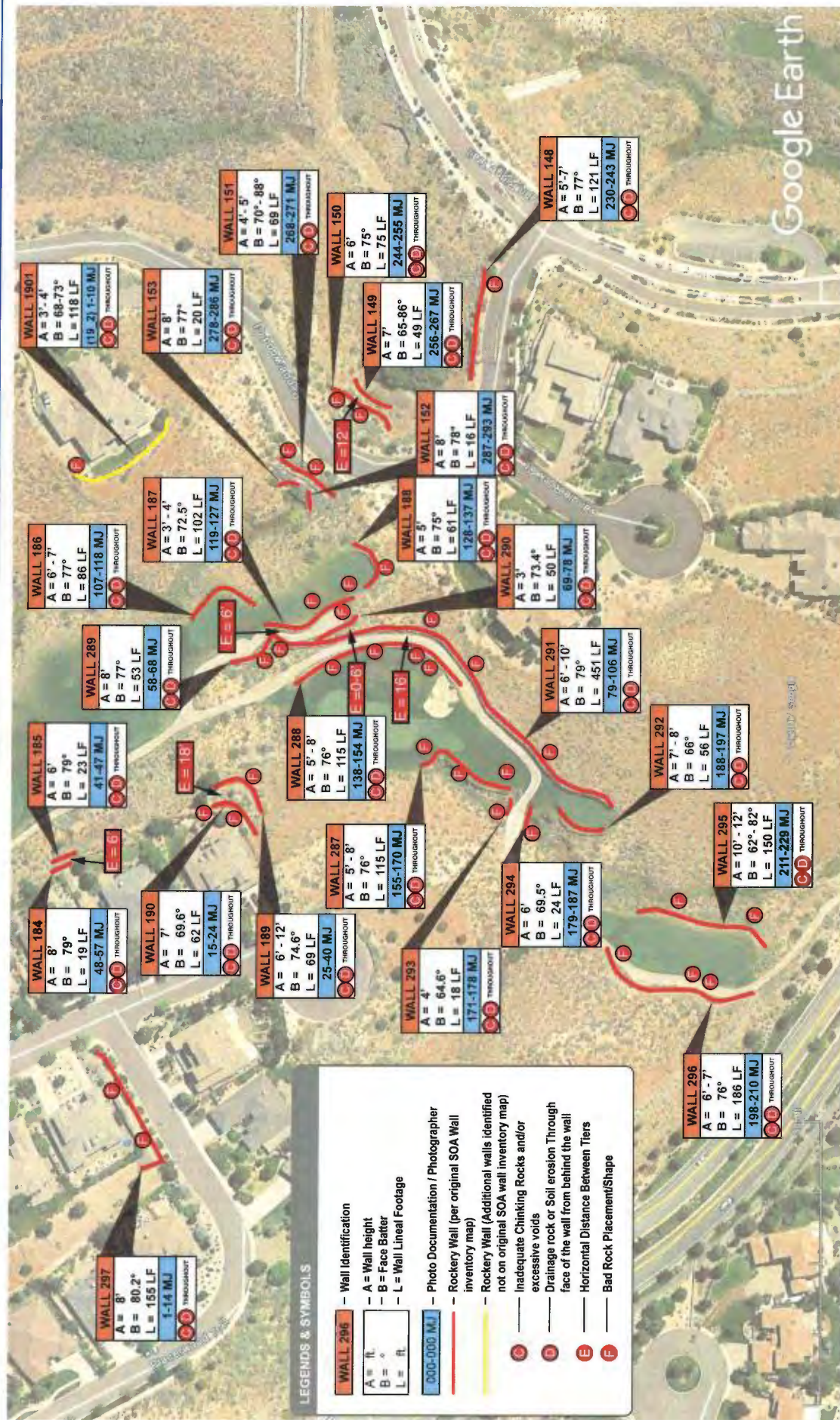
**AMERICAN GEOTECHNICAL, INC.**  
 22725 OLD CANAL ROAD, YORBA LINDA, CA 92887  
 (714) 685-3900 (714) 685-3909  
 www.amgt.com

**TITLE: SITE DOCUMENTATION PLAN**  
 SOMERSET MASTER ASSOCIATION - ROCKERY WALLS  
**SCALE: AS SHOWN** **DATE: DEC 2017** **FILE NO: PSOA016128** **40789-01**

**MAP 18**

AA000492





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(714) 685-3900 • (714) 685-3909  
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**MAP**  
**19**  
**PSOA016129**

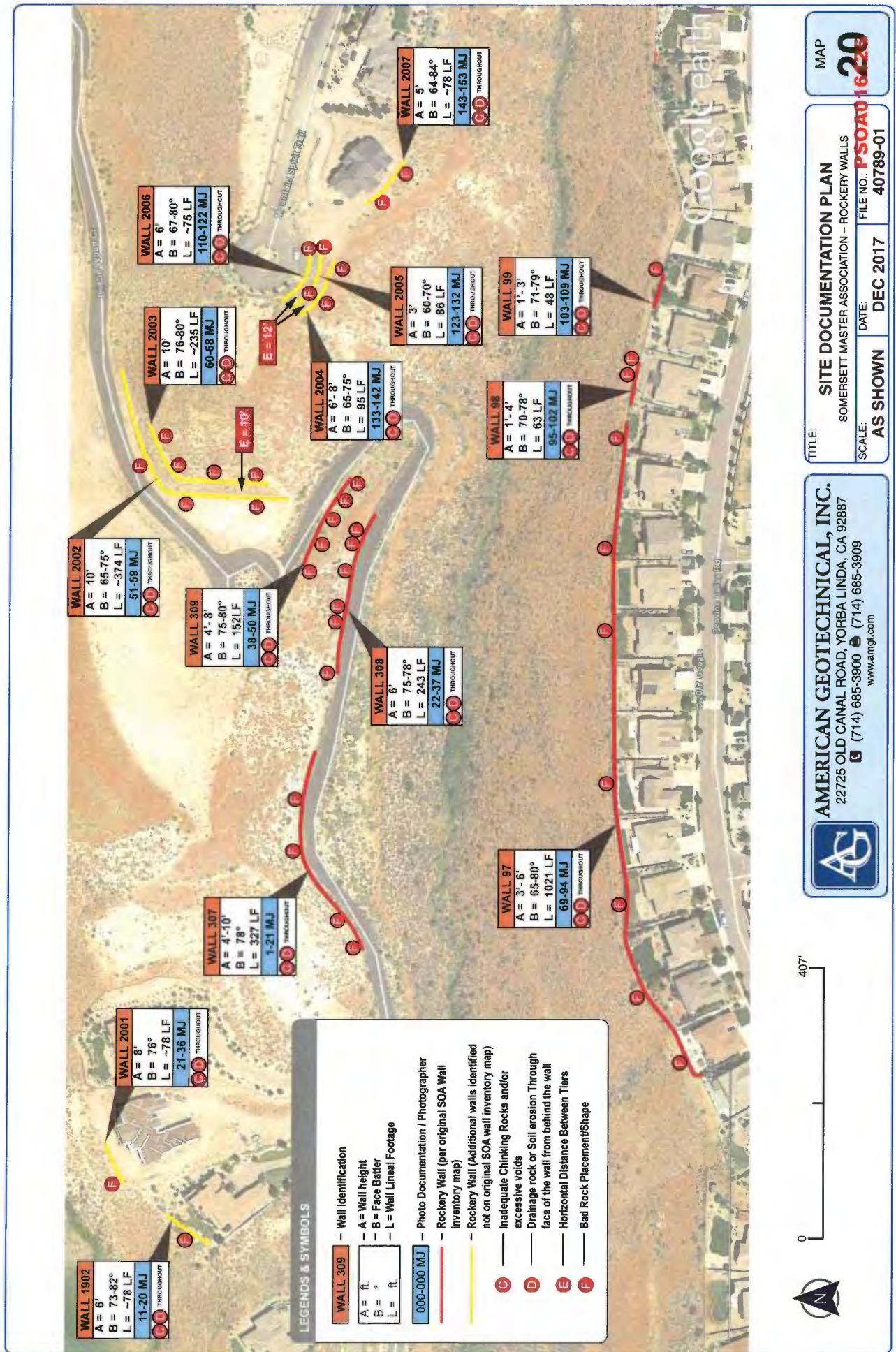
**TITLE: SITE DOCUMENTATION PLAN**  
SOMERSET MASTER ASSOCIATION - ROCKERY WALLS

**SCALE: AS SHOWN** **DATE: DEC 2017** **FILE NO: 40789-01**

0 305'

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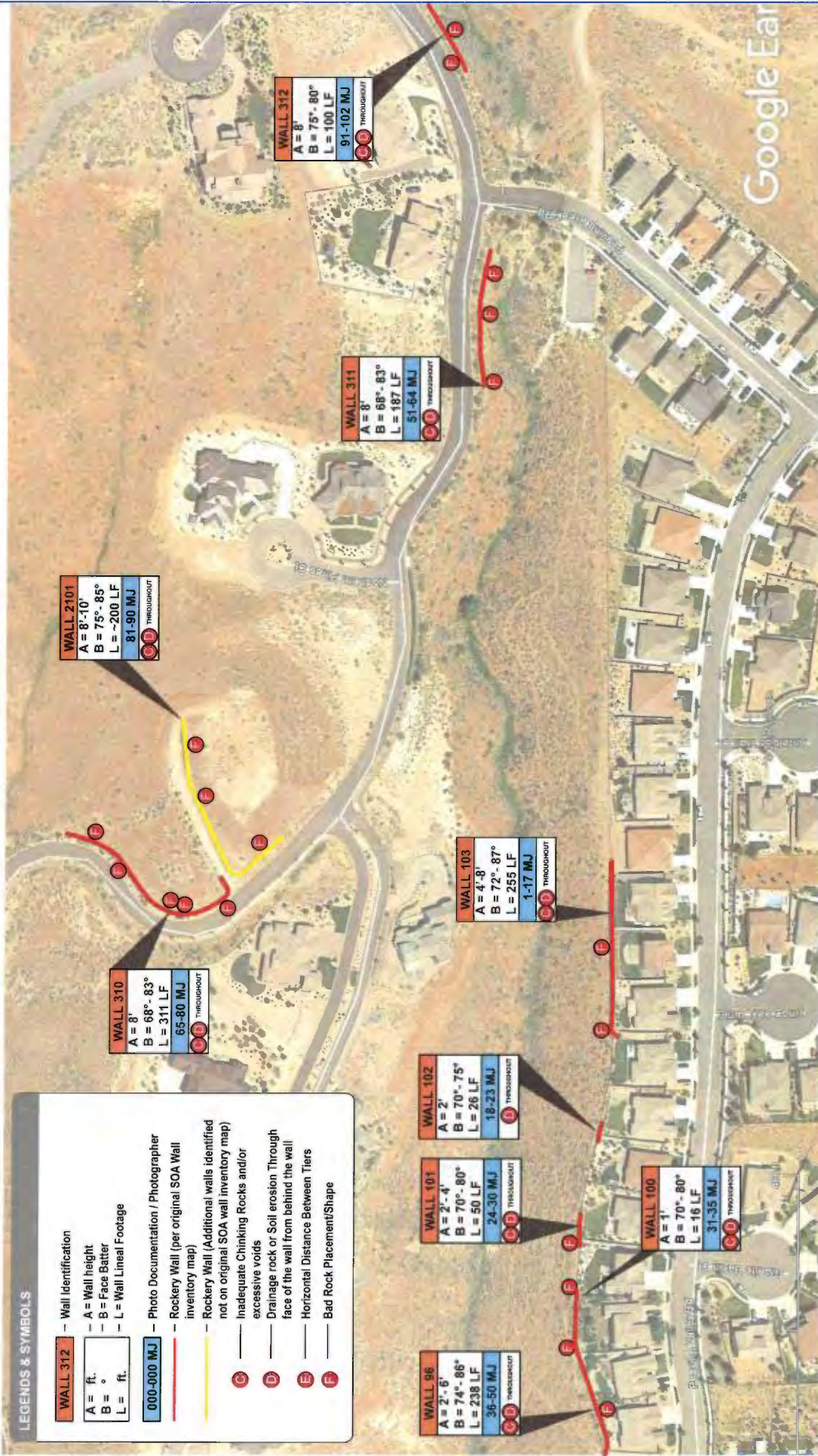


AA000494



# LEGENDS & SYMBOLS

- WALL 312**
  - Wall Identification
  - A = ft.
  - B = °
  - L = ft.
- 000-000 MJ**
  - Photo Documentation / Photographer inventory map
  - Rockery Wall (per original SOA Wall inventory map)
  - Rockery Wall (Additional walls identified not on original SOA wall inventory map)
  - Inadequate Chinking Rocks and/or excessive voids
  - Drainage rock or Soil erosion Through face of the wall from behind the wall
  - Horizontal Distance Between Tiers
  - Bad Rock Placement/Shape



**TITLE** SITE DOCUMENTATION PLAN  
SOMERSET MASTER ASSOCIATION - ROCKERY WALLS  
**SCALE:** AS SHOWN  
**DATE:** DEC 2017  
**FILE NO.:** 40789-01

**AMERICAN GEOTECHNICAL, INC.**  
22725 OLD CANAL ROAD, YORBA LINDA, CA 92887  
(714) 685-3900 (714) 685-3909  
www.amgt.com

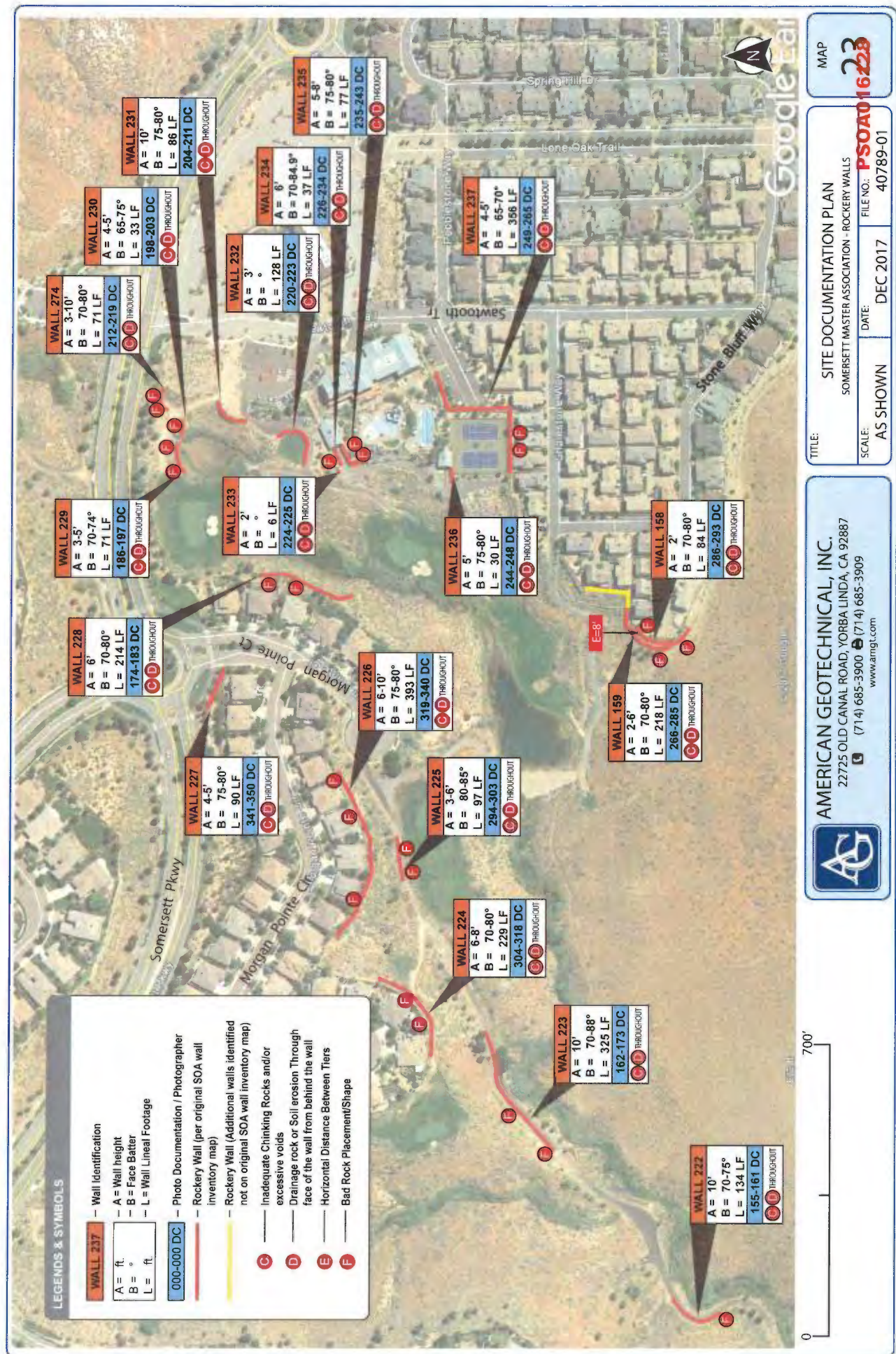
**MAP** 21  
162d

0 468'



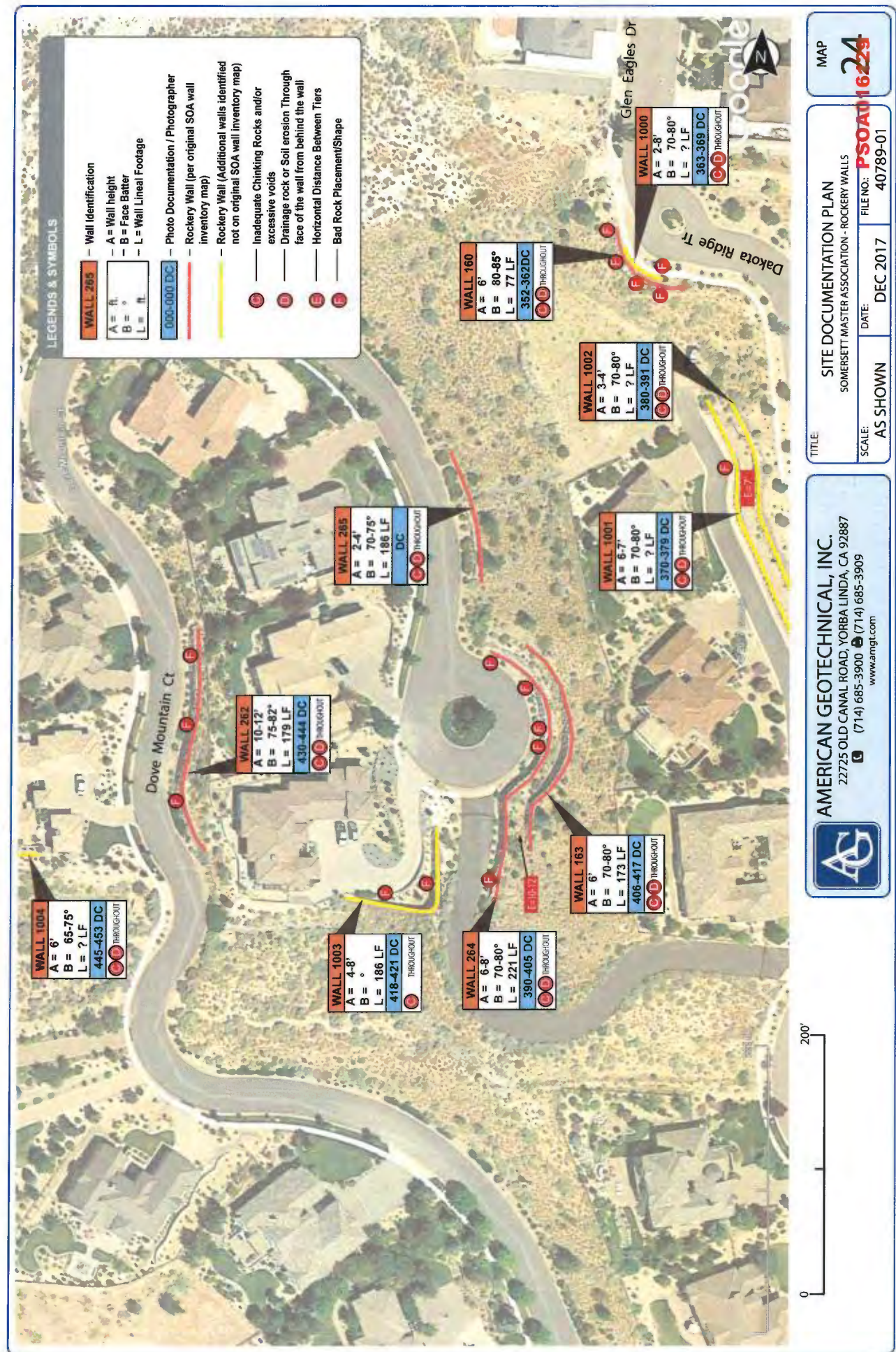






AA000497





**MAP**

**FILE NO:** PSOA16229

**DATE:** DEC 2017

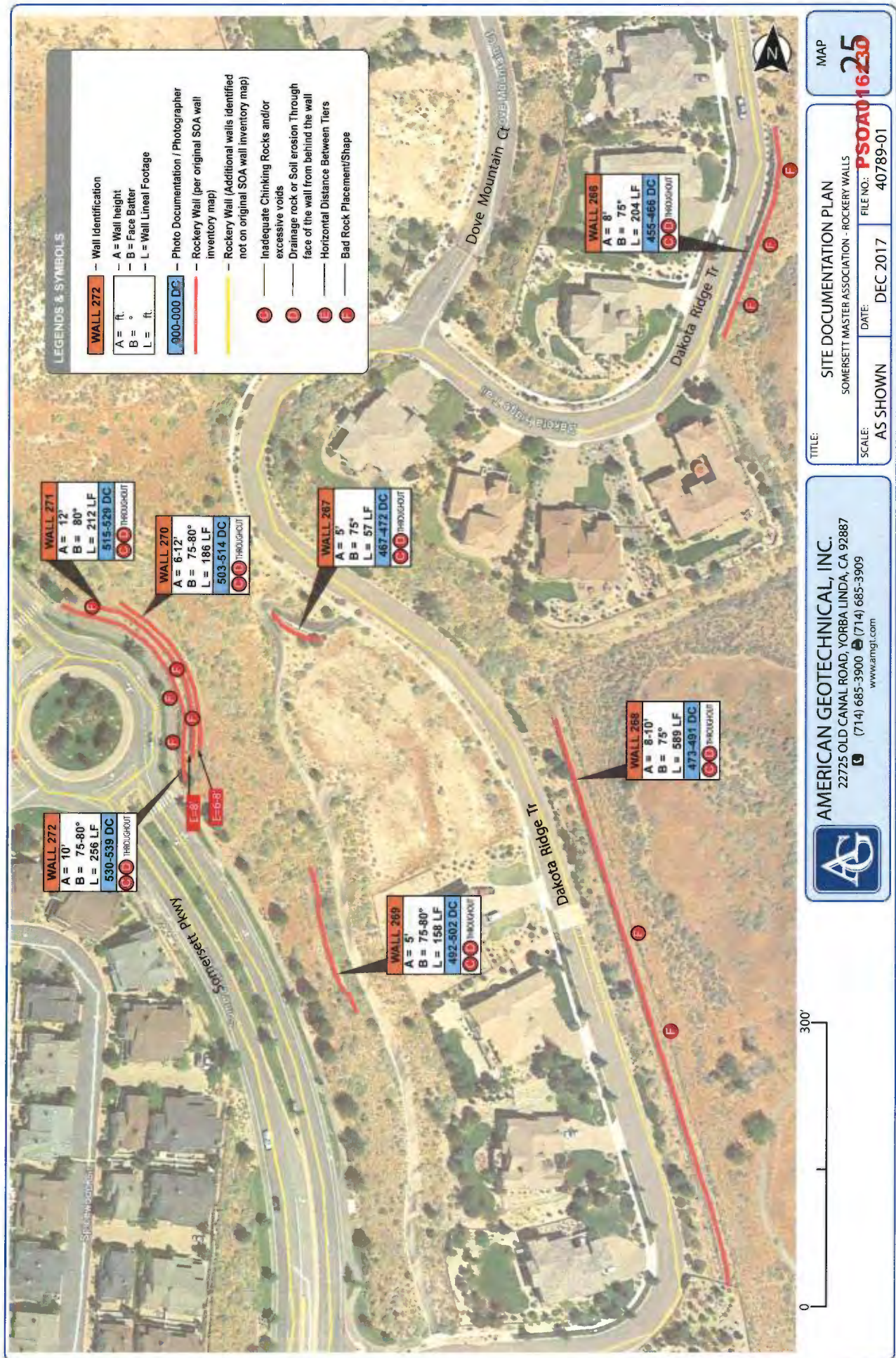
**AS SHOWN**

**40789-01**

**AMERICAN GEOTECHNICAL, INC.**  
22725 OLD CANAL ROAD, YORBA LINDA, CA 92887  
(714) 685-3900 (714) 685-3909  
www.amgt.com

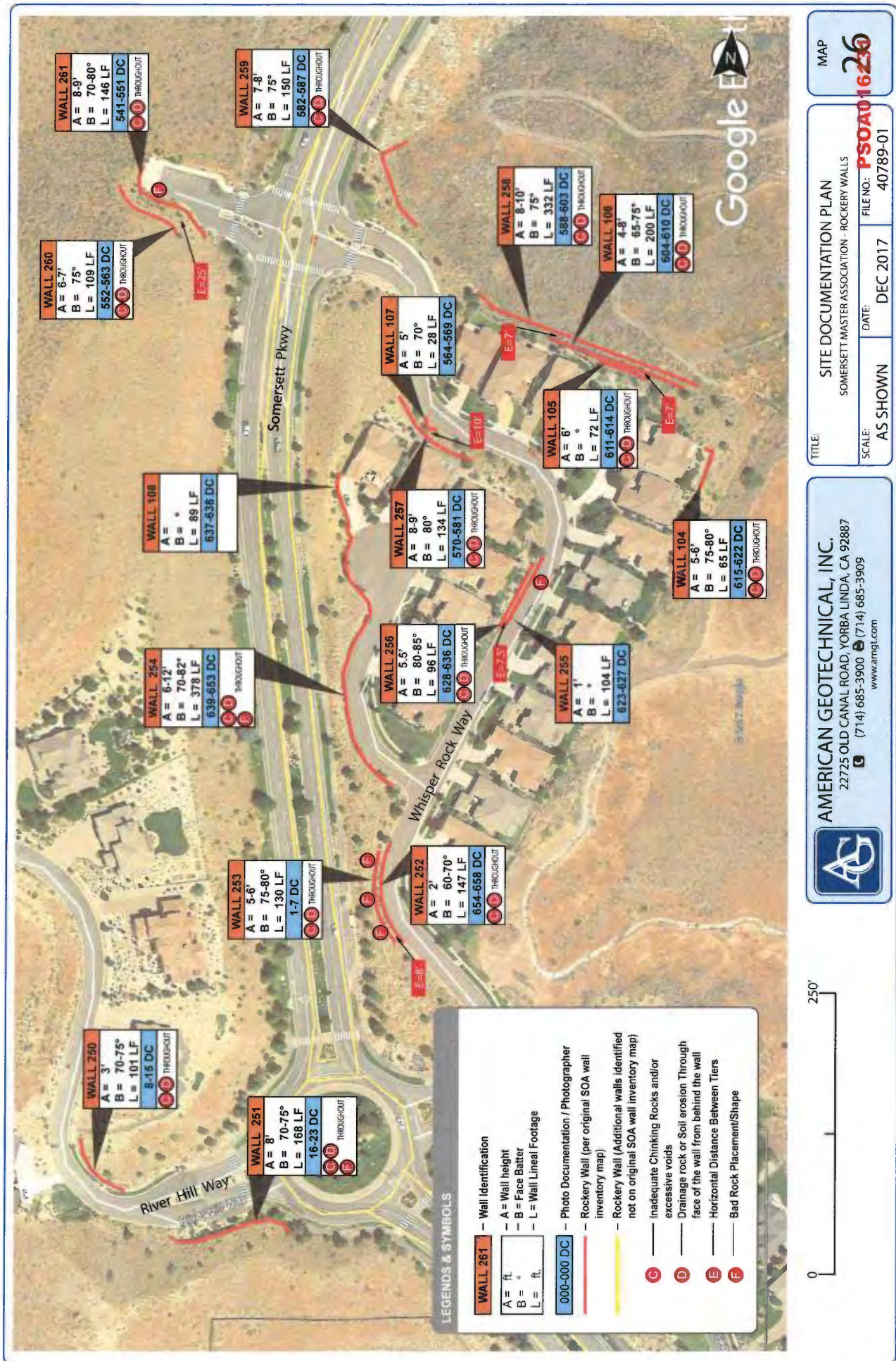
**SITE DOCUMENTATION PLAN**  
SOMERSETT MASTER ASSOCIATION - ROCKERY WALLS





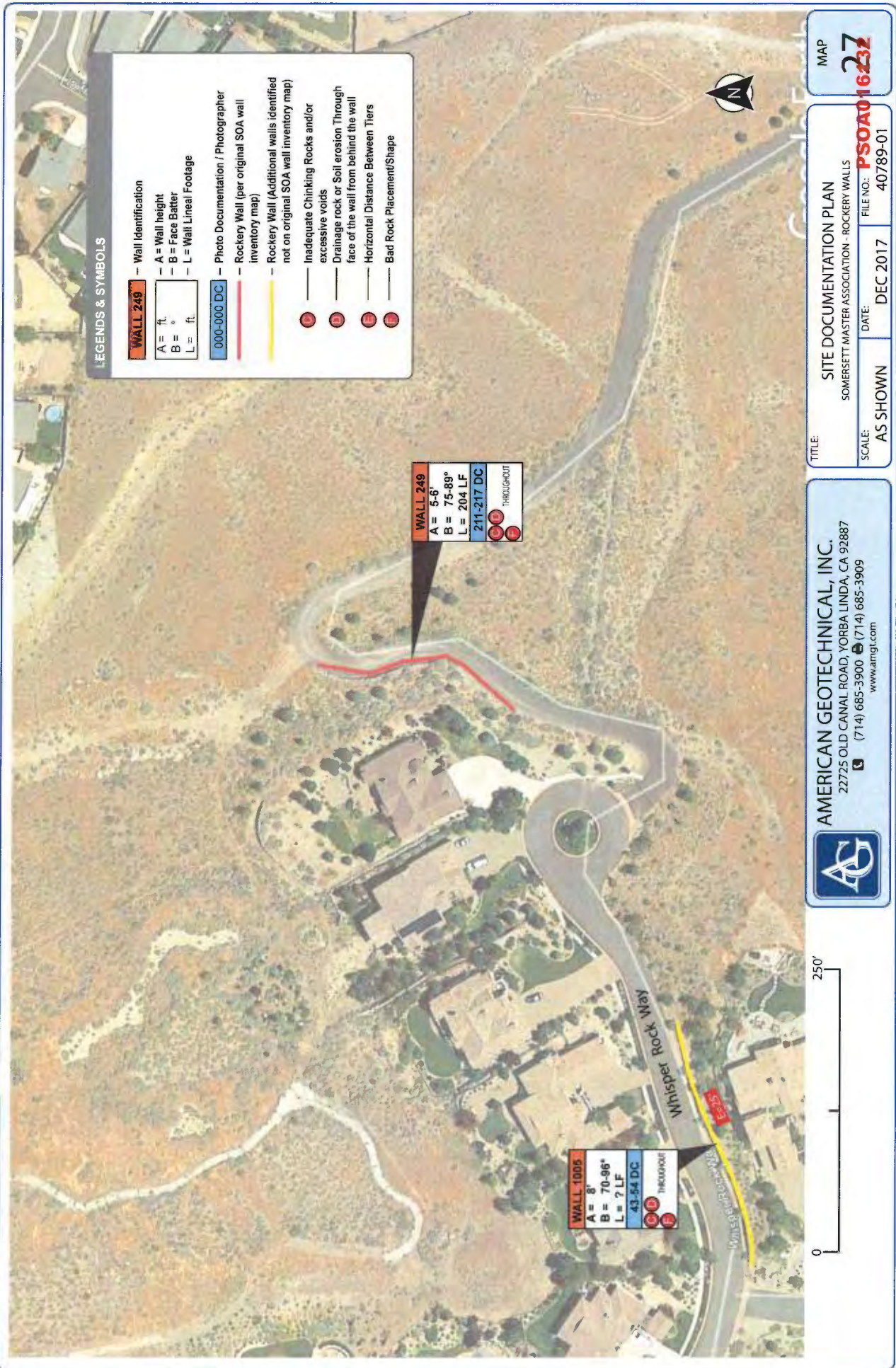
AA000499





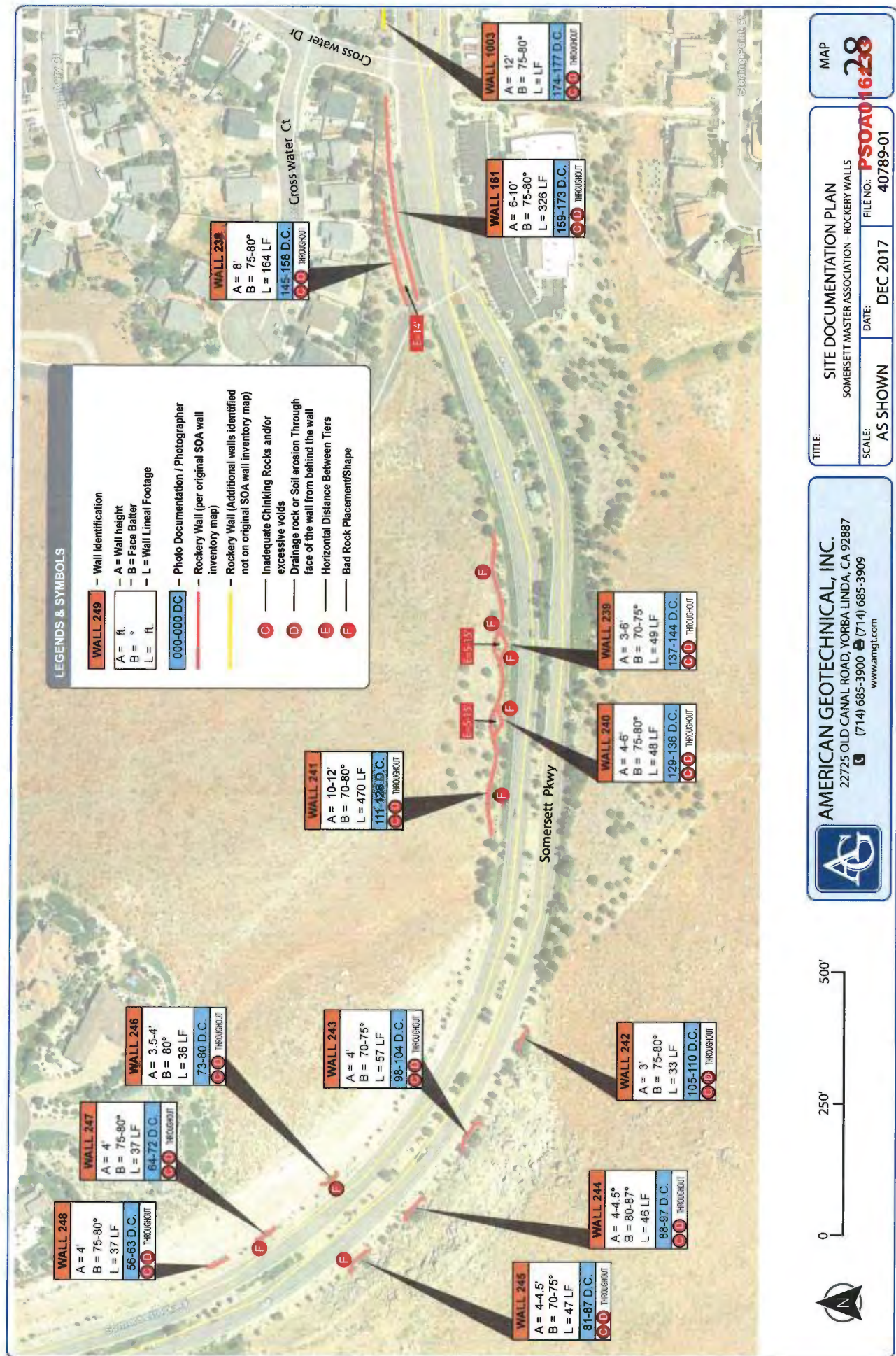
AA000500





AA000501





AA000502



# EXHIBIT 15

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# EXHIBIT 15



# City of Reno Building Permit

Permit Number: LDP05-06279

Issue Date:

Permit Fees Due: \$1,158.14

Traffic Impact Fees Due: \$0.00

Imp Dist.:

Grand Total Due: \$1,158.14

Address: 0 ELK RUN TRL

Job Type: AAC

Parcel No.: 234-021-04

Zoning: PUD

Type:

Dwelling Units:

Height:

Area(Sq.Ft.):

Subdivision:

Block:

Valuation: 345,000

Occupancy: RES

Group:

Sprinklers: N

Fire Alarm: N

Stories:

Lot:

## Description of Work to Be Done

ROCKERY WALL

## Owner Information

SOMERSETT DEVELOPMENT CO  
7660 TOWN SQUARE WAY  
RENO NV 89523

## Tenant Information

SOMERSETT

## Builder / General Contractor

PARSONS BROS ROCKERIES INC  
710 W SUNSET RD, #110  
HENDERSON NV 89015  
775-323-0302  
NV Lic.: 29109 Reno Lic.: 10899

## Subcontractors

The undersigned hereby agrees to defend, indemnify and hold harmless the City of Reno, its officers, employees and agents from and against all demands, claims or liabilities that are asserted against the City of Reno arising from the undersigned's construction activities performed pursuant to the issuance of this permit (including but not limited to the undersigned's failure to perform in accordance with the approved permit and plans), save and except such demands, claims or liability that arise from the City of Reno's sole negligence or willful misconduct.

The undersigned agrees to obtain/maintain commercial liability insurance covering it during the term of the construction authorized by this permit, in an amount no less than the total construction cost of the work to be performed, and warrants that such liability policy shall include completed operations coverage as well as an additional insured endorsement naming the City of Reno as an additional insured with respect to operations performed by or for the undersigned for which the City of Reno has issued a building permit, without exclusion for bodily injury or property damage within the completed operations hazard.

By [Signature] Date 10/27/02

Builder/General Contractor or the Authorized Agent

## Building Permit

Permission is hereby granted to execute the work described in this application in accordance with the Rules, Regulations, and Ordinances of the City of Reno.

**APPROVED**

Building and Safety Division

**CITY OF RENO  
BUILDING DEPT.**

STANTEC HOA 002192

**ALL INSPECTIONS MUST  
BE COMPLETED**

AA000518

## Inspection Record

Inspector Signature

Date

## Final Inspections

101 - 1704 Special Insp'n Final Rep

4070 - Retaining Wall Final

**POST THIS PERMIT IN A  
CONSPICUOUS PLACE**Permit Inspection Card  
City of Reno Building Permit**GENERAL NOTES**

It is unlawful to remove this card from the job site until all final inspections have been made.

For inspections, call the Building Division automated phone line at (775) 334-2396 any time, 24 hours a day. Inspections may be set until 5:00 a.m. of the day the inspection is to be performed. After Fire Dept. inspections are scheduled via the automated system, please call (775) 328-3650. For assistance, please call (775) 334-2060 during business hours.

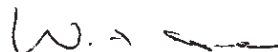
On the day of inspection, you may call the inspector directly or through an operator at (775) 334-2060 from 7:30 a.m. to 8:00 a.m. to request an inspection time.

**NOTICE**

This Form shall become a permanent part of approved plans attached hereto. Approved plans must be on the job site at all times and the inspection card posted for inspection purposes. Plans are approved in accordance with IBC except that noted structural details shall be provided before construction is initiated in noted areas. The Reno Building Division shall receive a copy of all testing and field reports. Any changes in the approved drawings shall be submitted in writing for approval. Provide or repair, as required, sidewalks, curbs and gutters in accordance with RMC. Excavation, fill, compaction and drainage shall comply with IBC. 90% minimum compaction under all concrete slabs.

Corrections and modifications as noted on plans and provisions of building codes and ordinances as adopted by the City of Reno whether specified on plans or not will be complied with:

By



Date

10/27/05

Builder and/or Contractor

Per

Title

**Permit Expiration**

In accordance with the IBC, this permit shall expire if work is not commenced within 180 days from the issue date or if work is suspended or abandoned at any time after the work is commenced for a period of 180 days.





**City of Reno  
Building Permit**

**Permit Number: LDP02-00206**  
**Issue Date:**

**Permit Fees Due: \$377.26**

**Traffic Impact Fees Due: \$0.00**

**Imp Dist.:**

**Grand Total Due: \$377.26**

**Address:** 0 AUTUMNRIDGE CR

**Job Type:** SDP

**Parcel No.:** 038-360-24

**Zoning:** PUD

**Type:**

**Dwelling Units:** 60

**Height:**

**Area(Sq.Ft.):**

**Subdivision:**

**Block:**

**Lot:**

**Description of Work to Be Done**

ROCKERY WALLS  
MAXIMUM HEIGHT 10 FT  
APPROX 3000 LF

**Valuation:** 20,000

**Occupancy:** SFR

**Group:**

**Sprinklers:** N

**Fire Alarm:** N

**Stories:**

**Owner Information**

SOMERSETT LLC  
ATTN BLAKE SMITH  
100 W LIBERTY ST - STE 820  
RENO NV 89501

**PAID**

**FEB 12 2002**

**CITY OF RENO**

**Tenant Information PLACE**

**Builder / General Contractor**

PARSONS BROS ROCKERIES INC  
6600 W CHARLESTON BLVD  
SUITE 125  
LAS VEGAS NV 89146  
775-323-0302  
NV Lic.: 29109

**Reno Lic.: 9581**

**Subcontractors**

The undersigned hereby agrees to defend, indemnify and hold harmless the City of Reno, its officers, employees and agents from and against all demands, claims or liabilities that are asserted against the City of Reno arising from the undersigned's construction activities performed pursuant to the issuance of this permit (including but not limited to the undersigned's failure to perform in accordance with the approved permit and plans), save and except such demands, claims or liability that arise from the City of Reno's sole negligence or willful misconduct.

The undersigned agrees to obtain/maintain commercial liability insurance covering it during the term of the construction authorized by this permit, in an amount no less than the total construction cost of the work to be performed, and warrants that such liability policy shall include completed operations coverage as well as an additional insured endorsement naming the City of Reno as an additional insured with respect to operations performed by or for the undersigned for which the City of Reno has issued a building permit, without exclusion for bodily injury or property damage within the completed operations hazard.

By: W. A. R... Date Feb. 12  
Builder/General Contractor or the Authorized Agent

**1c Building Permit**

Permission is hereby granted to execute the work described in this application in accordance with the Rules, Regulations, and Ordinances of the City of Reno.

Building and Safety Division

PSOA006852

AA000520

Permit Number: LDP02-00206

**Inspection Record**

Inspector Signature

Date

**Building Inspections**

10 - Footings

**Final Inspections**

4070 - Retaining Wall Final

99 - 1701 Special Inspection Final

**POST THIS PERMIT IN A  
CONSPICUOUS PLACE**

Permit Inspection Card  
City of Reno Building Permit

**GENERAL NOTES**

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On the day of inspection, you may call the inspector directly or through an operator at (775) 334-2060 from 7:30 a.m. to 8:00 a.m. to request an inspection time.

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Corrections and modifications as noted on plans and provisions of building codes and ordinances as adopted by the City of Reno whether specified on plans or not will be complied with:

By W. A. Reno Date Feb. 12

Builder and/or Contractor

Per \_\_\_\_\_

Title \_\_\_\_\_

**Permit Expiration**

In accordance with the UBC, this permit shall expire if work is not commenced within 180 days from the issue date or if work is suspended or abandoned at any time after the work is commenced for a period of 180 days.

PSOA006853

AA000521



# City of Reno Building Permit

Permit Number: LDP02-04974  
Issue Date:

Permit Fees Due: \$795.25

Traffic Impact Fees Due: \$0.00

Grand Total Due: \$795.25

PAID

Imp Dist:

115 0 4 2003

Address: 0 WHISPER ROCK WY

Job Type: SDP

Parcel No.: 232-080-01

Zoning: PUD

Type: V-N

Dwelling Units: 22

Height:

Area(Sq.Ft.):

Subdivision:

Block:

Valuation: 800,000

Occupancy: RES

Group: R-3

Sprinklers: N

Fire Alarm: N

Stories:

Lot:

## Owner Information

SOMERSETT DEVELOPMENT

100 W LIBERTY ST

RENO NV 89501

323-1405

## Tenant Information

## Description of Work to Be Done

SITE IMPROVEMENTS

STREETS/ UTILITIES/ LANDSCAPING RE:

LDP02-02413(GRADING) REVISION: 7-24, 11-12, 12-2, 12-4-02 &  
1-22 & 1-30-03

*Includes Rockery Wall*

## Builder / General Contractor

Q & D CONSTRUCTION INC

P O BOX 10865

RENO NV 89510

775-786-2677

NV Lic.: 8197A

Reno Lic.: 1906

## Subcontractors

The undersigned hereby agrees to defend, indemnify and hold harmless the City of Reno, its officers, employees and agents from and against all demands, claims or liabilities that are asserted against the City of Reno arising from the undersigned's construction activities performed pursuant to the issuance of this permit (including but not limited to the undersigned's failure to perform in accordance with the approved permit and plans), save and except such demands, claims or liability that arise from the City of Reno's sole negligence or willful misconduct.

The undersigned agrees to obtain/maintain commercial liability insurance covering it during the term of the construction authorized by this permit, in an amount no less than the total construction cost of the work to be performed, and warrants that such liability policy shall include completed operations coverage as well as an additional insured endorsement naming the City of Reno as an additional insured with respect to operations performed by or for the undersigned for which the City of Reno has issued a building permit, without exclusion for bodily injury or property damage within the completed operations hazard.

By [Signature] Date 2/04/03

Builder/General Contractor or the Authorized Agent

## Building Permit

Permission is hereby granted to execute the work described in this application in accordance with the Rules, Regulations, and Ordinances of the City of Reno.

Building and Safety Division

CITY OF RENO  
BUILDING DEPT.

PSQA006914  
AA000322



**Inspection Record**

Inspector Signature

Date

**Electrical Inspections**

43 - Power On Temporary

**Plumbing Inspections**

28 - Lawn Sprinkler

**Final Inspections**

72 - Landscaping Final

82 - Engineering Final

821 - Quality Assurance Final

822 - Public Works Sewer Final

85 - Planning Final

**Fire Inspections**

0020 - Fire Access &amp; Hydrants

**POST THIS PERMIT IN A  
CONSPICUOUS PLACE**Permit Inspection Card  
City of Reno Building Permit**GENERAL NOTES**

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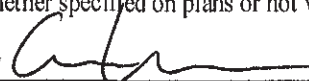
On the day of inspection, you may call the inspector directly or through an operator at (775) 334-2060 from 7:30 a.m. to 8:00 a.m. to request an inspection time.

**NOTICE**

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Corrections and modifications as noted on plans and provisions of building codes and ordinances as adopted by the City of Reno whether specified on plans or not will be complied with:

By



Date 02/04/03

Builder and/or Contractor

Per



Title

**Permit Expiration**

In accordance with the UBC, this permit shall expire if work is not commenced within 180 days from the issue date or if work is suspended or abandoned at any time after the work is commenced for a period of 180 days.

PSQA006915  
AA000523



# City of Reno Building Permit

Permit Number: **EDP02-07646**  
Issue Date: **JAN 22 2003**

Permit Fees Due: \$5,479.25

Traffic Impact Fees Due: \$0.00

Grand Total Due: \$5,479.25

CITY OF RENO  
PERMITS DIST.

Address: 0 WHISPER ROCK WY

Job Type: SDP

Valuation: 1,151,000

Parcel No.: 232-080-01

Occupancy: RES

Zoning: PUD

Group:

Type:

Sprinklers: N

Dwelling Units: 21

Fire Alarm: N

Height:

Stories:

Area(Sq.Ft.):

Subdivision:

Block:

Lot:

## Description of Work to Be Done

GRADING/ SITE IMPROVEMENTS  
STREETS/ UTILITIES/ ROCKERY WALLS RE: GRADING PERMIT  
MISSING--JUST ISSUE THIS ONE PERMIT TO INCLUDE  
GRADING--GOTTSACKER 10-16-02/ REVISION: 12-2 & 12-12-02,

## Owner Information

SOMERSETT DEVELOPMENT

100 W LIBERTY ST

STE 990

RENO NV 89509

## Tenant Information

## Builder / General Contractor

Q & D CONSTRUCTION INC

P O BOX 10865

RENO NV 89510

775-786-2677

NV Lic.: 8197A

Reno Lic.: 1906

## Subcontractors

The undersigned hereby agrees to defend, indemnify and hold harmless the City of Reno, its officers, employees and agents from and against all demands, claims or liabilities that are asserted against the City of Reno arising from the undersigned's construction activities performed pursuant to the issuance of this permit (including but not limited to the undersigned's failure to perform in accordance with the approved permit and plans), save and except such demands, claims or liability that arise from the City of Reno's sole negligence or willful misconduct.

The undersigned agrees to obtain/maintain commercial liability insurance covering it during the term of the construction authorized by this permit, in an amount no less than the total construction cost of the work to be performed, and warrants that such liability policy shall include completed operations coverage as well as an additional insured endorsement naming the City of Reno as an additional insured with respect to operations performed by or for the undersigned for which the City of Reno has issued a building permit, without exclusion for bodily injury or property damage within the completed operations hazard.

By Cecilia Date 1/22/03

Builder/General Contractor or the Authorized Agent

## Building Permit

Permission is hereby granted to execute the work described in this application in accordance with the Rules, Regulations, and Ordinances of the City of Reno.

Building and Safety Division BULLING

PSQA006930  
AA000524

3

**Inspection Record**

Inspector Signature

Date

**Final Inspections**

72 - Landscaping Final

82 - Engineering Final

821 - Quality Assurance Final

822 - Public Works Sewer Final

85 - Planning Final

99 - 1701 Special Inspection Final

**Fire Inspections**

0020 - Fire Access & Hydrants

**POST THIS PERMIT IN A  
CONSPICUOUS PLACE**

Permit Inspection Card  
City of Reno Building Permit

**GENERAL NOTES**

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Corrections and modifications as noted on plans and provisions of building codes and ordinances as adopted by the City of Reno whether specified on plans or not will be complied with:

By C. L. L. Date 1/22/03  
Builder and/or Contractor

Per Aaron Werner

Title Project Manager

**Permit Expiration**

In accordance with the UBC, this permit shall expire if work is not commenced within 180 days from the issue date or if work is suspended or abandoned at any time after the work is commenced for a period of 180 days.





# City of Reno Building Permit

**Permit Number:** LDP03-07175  
**Issue Date:** 10-3-2003

CITY OF RENO  
PERMIT PLACE

Permit Fees Due: \$350.00

Traffic Impact Fees Due: \$0.00

Imp Dist.:

Grand Total Due: \$350.00

Address: 0 LOGAN RIDGE TR

Job Type: SDP

Parcel No.: 039-011-08

Zoning: SF9

Type:

Dwelling Units: 106

Height:

Area(Sq.Ft.):

Subdivision: CANYON PINES PHASE 1

Block:

Valuation: 2,166,000

Occupancy: RES

Group:

Sprinklers: N

Fire Alarm: N

Stories:

Lot:

## Owner Information

LAKEMONT CANYON PINES LLC  
690 E PLUMB LN  
RENO NV 89502

## Tenant Information

## Description of Work to Be Done

SITE IMPROVEMENTS  
SITE WORK; UTILITIES; LANDSCAPING;

## Builder / General Contractor

ATLAS CONTRACTORS INC  
1475 HULDA WAY  
SPARKS NV 89431

NV Lic.: 15657

Reno Lic.: 19478

## Subcontractors

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By Cay A Date 10-3-03

Builder/General Contractor or the Authorized Agent

## Building Permit

Permission is hereby granted to execute the work described in this application in accordance with the Rules, Regulations, and Ordinances of the City of Reno.

Building and Safety Division

PSQA006963  
AA000326

## Inspection Record

Inspector Signature

Date

## Electrical Inspections

43 - Power On Temporary

## Plumbing Inspections

28 - Lawn Sprinkler

## Final Inspections

72 - Landscaping Final

82 - Engineering Final

821 - Quality Assurance Final

821 - Quality Assurance Final

822 - Public Works Sewer Final

84 - Health Final

85 - Planning Final

## Fire Inspections

0020 - Fire Access &amp; Hydrants

0020 - Fire Access &amp; Hydrants

0110 - Fire Department Final

POST THIS PERMIT IN A  
CONSPICUOUS PLACEPermit Inspection Card  
City of Reno Building Permit

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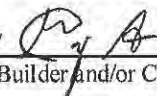
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By



Builder and/or Contractor

Date 10-3-03

Per

Title

## Permit Expiration

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PSQA006964  
AA000327



**City of Reno  
Building Permit**

**Permit Number: LDP03-11535**  
**Issue Date:**

**Permit Fees Due: \$665.11**

**Traffic Impact Fees Due: \$0.00**

**Imp Dist.:**

**Grand Total Due: \$665.11**

**Address:** 0 RIDGEFIELD PK

**Job Type:** AAC

**Valuation:** 163,000

**Parcel No.:** 232-020-20

**Occupancy:** COM

**Zoning:** PUD

**Group:**

**Type:**

**Sprinklers:** N

**Dwelling Units:**

**Fire Alarm:** N

**Height:**

**Stories:**

**Area(Sq.Ft.):**

**Subdivision:**

**Block:**

**Lot:**

**Description of Work to Be Done:**  
ROCKERY WALL

**Owner Information**

**SOMERSETT DEVELOPMENT**

100 W. LIBERTY ST. #990

RENO NV 89501

**775-323-1405**

**Tenant Information**

**Builder / General Contractor**

**PARSONS BROS ROCKERIES INC**

6600 W CHARLESTON BLVD STE 125

LAS VEGAS NV 89146

**775-323-0302**

**NV Lic.:** 29109

**Reno Lic.:** 8757

**Subcontractors**

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By W. A. [Signature] Date 4/15/04

Builder/General Contractor or the Authorized Agent

**Building Permit**

Permission is hereby granted to [Signature] as shown in this application in accordance with the Rules, Regulations, and Ordinances of the City of Reno.

Building and Safety Division

PSQA0006974  
AA0000328



## Inspection Record

Inspector Signature

Date

## Final Inspections

4070 - Retaining Wall Final

99 - 1701 Special Inspection Final

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CONSPICUOUS PLACEPermit Inspection Card  
City of Reno Building Permit

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By W. A. [Signature]  
Builder and/or ContractorDate 4/15/04

Per \_\_\_\_\_

Title \_\_\_\_\_

## Permit Expiration

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PSQA006975  
AA000329



**City of Reno  
Building Permit**

**Permit Number: LDP04-10805**

**Issue Date:**

**PAID**

**Permit Fees Due: \$1,483.22**

**Traffic Impact Fees Due: \$0.00**

**Imp. Dist.: 1.24 2005**

**Grand Total Due: \$1,483.22**

**Address: 0 TIMARU TRL**

**Job Type: AAC**

**Valuation: 465,000**

**Parcel No.: 232-380-12**

**Occupancy: RES**

**Zoning: PUD**

**Group:**

**Type:**

**Sprinklers: N**

**Dwelling Units:**

**Fire Alarm: N**

**Height:**

**Stories:**

**Area(Sq.Ft.):**

**Subdivision:**

**Block:**

**Lot:**

**Description of Work to Be Done**

**ROCKERY WALLS**

**CITY OF RENO  
PERMIT PLACE**

**SOMERSETT DEVEL COMPANY LTD**

**ATTN G BLAKE SMITH**

**100 W LIBERTY ST STE 820**

**RENO NV 89501**

**Tenant Information**

**Builder / General Contractor**

**PARSONS BROS ROCKERIES INC**

**710 W SUNSET RD, #110**

**HENDERSON NV 89015**

**775-323-0302**

**NV Lic.: 29109**

**Reno Lic.: 8757**

**Subcontractors**

The undersigned hereby agrees to defend, indemnify and hold harmless the City of Reno, its officers, employees and agents from and against all demands, claims or liabilities that are asserted against the City of Reno arising from the undersigned's construction activities performed pursuant to the issuance of this permit (including but not limited to the undersigned's failure to perform in accordance with the approved permit and plans), save and except such demands, claims or liability that arise from the City of Reno's sole negligence or willful misconduct.

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By W. F. [Signature] Date 3/24/05

Builder/General Contractor or the Authorized Agent

**Building Permit**

Permission is hereby granted to execute the work described in this application in accordance with the Rules, Regulations, and Ordinances of the City of Reno.

[Signature]  
Building and Safety Division

**ALL INSPECTIONS MUST  
BE COMPLETED**

**PSOA007012**

**AA000530**

**2**

## Inspection Record

Inspector Signature

Date

## Final Inspections

4070 - Retaining Wall Final

99 - 1701 Special Inspection Final

**POST THIS PERMIT IN A  
CONSPICUOUS PLACE**Permit Inspection Card  
City of Reno Building Permit**GENERAL NOTES**

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Corrections and modifications as noted on plans and provisions of building codes and ordinances as adopted by the City of Reno whether specified on plans or not will be complied with:

By W. J. R. Date 3/21/05  
Builder and/or Contractor

Per \_\_\_\_\_

Title \_\_\_\_\_

**Permit Expiration**

In accordance with the UBC, this permit shall expire if work is not commenced within 180 days from the issue date or if work is suspended or abandoned at any time after the work is commenced for a period of 180 days.

PSOA007013

AA000531





**City of Reno  
Building Permit**

**Permit Number: LDP04-11630**  
**Issue Date:**

Permit Fees Due: \$449.21

Traffic Impact Fees Due: \$0.00

Imp Dist.:

Grand Total Due: \$449.21

Address: 0 PEAVINE VALLEY RD

Job Type: AAC

Valuation: 87,000

Parcel No.: 232-371-02

Occupancy: RES

Zoning: PUD

Group:

Type:

Sprinklers: N

Dwelling Units:

Fire Alarm: N

Height:

Stories:

Area(Sq.Ft.):

Subdivision:

Block:

Lot:

Description of Work to Be Done:

ROCKERY WALL

Ref. grading on 04-11089

**Owner Information**

LAKEMONT CANYON PINES LLC

690 E PLUMB LN

RENO NV 89502-3597

**Tenant Information**

LAKEMONT HOMES

**Builder / General Contractor**

W E S CONSTRUCTION CO INC

P O BOX 33099

RENO NV 89533

775-329-8641

NV Lic.: 13722

Reno Lic.: 2843

**Subcontractors**

The undersigned hereby agrees to defend, indemnify and hold harmless the City of Reno, its officers, employees and agents from and against all demands, claims or liabilities that are asserted against the City of Reno arising from the undersigned's construction activities performed pursuant to the issuance of this permit (including but not limited to the undersigned's failure to perform in accordance with the approved permit and plans), save and except such demands, claims or liability that arise from the City of Reno's sole negligence or willful misconduct.

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By

*Kyle G. Gartner*

Date

5/20/05

Builder/General Contractor or the Authorized Agent

**Building Permit**

Permission is hereby granted to execute the work described in this application in accordance with the Rules, Regulations, and Ordinances of the City of Reno.

Building and Safety Division

**ALL INSPECTIONS MUST  
BE COMPLETED**

PSOA007016

AA000532

2  
Peter

## Inspection Record

Inspector Signature

Date

## Final Inspections

4070 - Retaining Wall Final

99 - 1701 Special Inspection Final

POST THIS PERMIT IN A  
CONSPICUOUS PLACEPermit Inspection Card  
City of Reno Building Permit

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Corrections and modifications as noted on plans and provisions of building codes and ordinances as adopted by the City of Reno whether specified on plans or not will be complied with:

By

Kyla Lightner

Date

5/20/05

Builder and/or Contractor

Per

Kyla Lightner

Title

## Permit Expiration

In accordance with the UBC, this permit shall expire if work is not commenced within 180 days from the issue date or if work is suspended or abandoned at any time after the work is commenced for a period of 180 days.

PSOA007017

AA000533



# City of Reno Building Permit

**Permit Number: LDP05-07892**

**Issue Date:**

**Permit Fees Due: \$1,152.72**

**Traffic Impact Fees Due: \$0.00**

**Imp Dist.:**

**Grand Total Due: \$1,152.72**

**Address: 0 SOMERSETT PKWY**

**Job Type: FEN**

**Parcel No: 234-040-13**

**Zoning: PUD**

**Type:**

**Dwelling Units:**

**Height:**

**Area(Sq.Ft.):**

**Subdivision:**

**Block:**

**Valuation: 343,000**

**Occupancy: RES**

**Group:**

**Sprinklers: N**

**Fire Alarm: N**

**Stories:**

**Lot:**

## Owner Information

**SOMERSETT DEVELOPMENT CO LTD**

**7690 TOWN SQUARE WAY**

**RENO NV 89523**

## Tenant Information

## Description of Work to Be Done

**ROCKERY WALLS**

**ROCKERY RETAINING WALLS**

## Builder / General Contractor

**PARSONS BROS ROCKERIES INC**

**710 W SUNSET RD, #110**

**HENDERSON NV 89015**

**775-323-0302**

**NV Lic.: 29109**

**Reno Lic.: 10899**

## Subcontractors

The undersigned hereby agrees to defend, indemnify and hold harmless the City of Reno, its officers, employees and agents from and against all demands, claims or liabilities that are asserted against the City of Reno arising from the undersigned's construction activities performed pursuant to the issuance of this permit (including but not limited to the undersigned's failure to perform in accordance with the approved permit and plans), save and except such demands, claims or liability that arise from the City of Reno's sole negligence or willful misconduct.

The undersigned agrees to obtain/maintain commercial liability insurance covering it during the term of the construction authorized by this permit, in an amount no less than the total construction cost of the work to be performed, and warrants that such liability policy shall include completed operations coverage as well as an additional insured endorsement naming the City of Reno as an additional insured with respect to operations performed by or for the undersigned for which the City of Reno has issued a building permit, without exclusion for bodily injury or property damage within the completed operations hazard.

By [Signature] Date 10/12/05

Builder/General Contractor or the Authorized Agent

## Building Permit

Permission is hereby granted to execute the work described in this application in accordance with the Rules, Regulations, and Ordinances of the City of Reno.

**APPROVED**  
**CITY OF RENO**  
Building and Safety Division

**BUILDING DEPT.**

**ALL INSPECTIONS MUST  
BE COMPLETED**

**PSOA007034**

**AA000534**



## Inspection Record

Inspector Signature

Date

## Final Inspections

101 - 1704 Special Inspn Final Rep

4070 - Retaining Wall Final

**POST THIS PERMIT IN A  
CONSPICUOUS PLACE****Permit Inspection Card  
City of Reno Building Permit****GENERAL NOTES**

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On the day of inspection, you may call the inspector directly or through an operator at (775) 334-2060 from 7:30 a.m. to 8:00 a.m. to request an inspection time.

**NOTICE**

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Corrections and modifications as noted on plans and provisions of building codes and ordinances as adopted by the City of Reno whether specified on plans or not will be complied with:

By W. A. [Signature] Date 10/27/17

Builder and/or Contractor

Per \_\_\_\_\_

Title \_\_\_\_\_

**Permit Expiration**

In accordance with the IBC, this permit shall expire if work is not commenced within 180 days from the issue date or if work is suspended or abandoned at any time after the work is commenced for a period of 180 days.

PSOA007035

AA000535



# City of Reno Building Permit

Permit Number: **LDP03-07575**  
Issue Date:

Permit Fees Due: \$732.83

Traffic Impact Fees Due: \$0.00

Grand Total Due: \$732.83

**PAID**  
Imp Dist.:

SEP 26 2003

Address: 0 EVENING ROCK TR

Job Type: AAC

Valuation: 187,500

Parcel No.: 038-720-11

Occupancy: COM

Zoning: PUD

Group:

Type:

Sprinklers: N

Dwelling Units:

Fire Alarm: N

Height:

Stories:

Area(Sq.Ft.):

Subdivision:

Block:

Lot:

## Description of Work to Be Done

ROCKERY WALL  
grading (ldp03-05510)

## Owner Information

SOMERSETT DEVEL COMPANY LTD<sup>2</sup> RENO  
100 W LIBERTY ST STE 990  
RENO NV 89501

## Tenant Information

## Builder / General Contractor

PARSONS BROS ROCKERIES INC  
6600 W CHARLESTON BLVD STE 125  
LAS VEGAS NV 89146

775-323-0302

NV Lic.: 29109

Reno Lic.: 10249

## Subcontractors

The undersigned hereby agrees to defend, indemnify and hold harmless the City of Reno, its officers, employees and agents from and against all demands, claims or liabilities that are asserted against the City of Reno arising from the undersigned's construction activities performed pursuant to the issuance of this permit (including but not limited to the undersigned's failure to perform in accordance with the approved permit and plans), save and except such demands, claims or liability that arise from the City of Reno's sole negligence or willful misconduct.

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By W. J. P. Date 9/24/02

Builder/General Contractor or the Authorized Agent

## Building Permit

Permission is hereby granted to execute the work described in this application in accordance with the Rules, Regulations, and Ordinances of the City of Reno.

Building and Safety Division

PSOA007046

AA000536

2

## Inspection Record

Inspector Signature

Date

## Building Inspections

7 - Footings-Retaining Wall

## Final Inspections

4070 - Retaining Wall Final

85 - Planning Final

99 - 1701 Special Inspection Final

POST THIS PERMIT IN A  
CONSPICUOUS PLACEPermit Inspection Card  
City of Reno Building Permit

## GENERAL NOTES

It is unlawful to remove this card from the job site until all final inspections have been made.

For inspections, call the Building Division automated phone line at (775) 334-2396 any time, 24 hours per day. Inspections may be set until 5:00 a.m. of the day the inspection is to be performed. Inspections also may be set by calling (775)334-2060 or 334-2063 during business hours.

On the day of inspection, you may call the inspector directly or through an operator at (775) 334-2060 from 7:30 a.m. to 8:00 a.m. to request an inspection time.

## NOTICE

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Corrections and modifications as noted on plans and provisions of building codes and ordinances as adopted by the City of Reno whether specified on plans or not will be complied with:

By W. J. Lee Date 7/20/23  
Builder and/or Contractor

Per \_\_\_\_\_

Title \_\_\_\_\_

## Permit Expiration

In accordance with the UBC, this permit shall expire if work is not commenced within 180 days from the issue date or if work is suspended or abandoned at any time after the work is commenced for a period of 180 days.

PSOA007047

AA000537





# City of Reno Building Permit

**Permit Number: LDP05-00476**

**Issue Date:**

**Permit Fees Due: \$1,612.79**

**Traffic Impact Fees Due: \$0.00**

**Imp Dist.:**

**Grand Total Due: \$1,612.79**

**Address: 0 BACK NINE TRL**

**Job Type: AAC**

**Parcel No.: 232-020-33**

**Zoning: PUD**

**Type: V-N**

**Dwelling Units:**

**Height:**

**Area(Sq.Ft.):**

**Subdivision:**

**Block:**

**Valuation: 515,000**

**Occupancy: RES**

**Group:**

**Sprinklers: N**

**Fire Alarm: N**

**Stories:**

**Lot:**

## Owner Information

**SOMERSETT**

**100 W LIBERTY**

**RENO NV 89501**

## Tenant Information

**SOMERSETT 5C/ROCKERY WALL**

## Description of Work to Be Done

**ROCKERY WALL**

**RETAINING WALLS - REF. GRADING ON 05-00463**

## Builder / General Contractor

**PARSONS BROS ROCKERIES INC**

**710 W SUNSET RD, #110**

**HENDERSON NV 89015**

**775-323-0302**

**NV Lic.: 29109**

**Reno Lic.: 34055**

## Subcontractors

The undersigned hereby agrees to defend, indemnify and hold harmless the City of Reno, its officers, employees and agents from and against all demands, claims or liabilities that are asserted against the City of Reno arising from the undersigned's construction activities performed pursuant to the issuance of this permit (including but not limited to the undersigned's failure to perform in accordance with the approved permit and plans), save and except such demands, claims or liability that arise from the City of Reno's sole negligence or willful misconduct.

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By

Date

3/22/06

Builder/General Contractor or the Authorized Agent

## Building Permit

Permission is hereby granted to execute the work described in this application in accordance with the Rules, Regulations and Ordinances of the City of Reno.

**APPROVED**  
  
**CITY OF RENO**  
Building and Safety Division  
**BUILDING DEPT.**

**PAID**  
MAR 22 2006  
CITY OF RENO  
PERMIT PLACE

**ALL INSPECTIONS MUST  
BE COMPLETED**

**PSOA007048**

**AA000538**

## Inspection Record

Inspector Signature

Date

## Final Inspections

101 - 1704 Special Inspn Final Rep

4070 - Retaining Wall Final

POST THIS PERMIT IN A  
CONSPICUOUS PLACEPermit Inspection Card  
City of Reno Building Permit

## GENERAL NOTES

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Corrections and modifications as noted on plans and provisions of building codes and ordinances as adopted by the City of Reno whether specified on plans or not will be complied with:

By



Date

3-22-06

Builder and/or Contractor

Per

Title

## Permit Expiration

In accordance with the IBC, this permit shall expire if work is not commenced within 180 days from the issue date or if work is suspended or abandoned at any time after the work is commenced for a period of 180 days.

PSOA007049

AA000539



**City of Reno  
Building Permit**

**Permit Number: LDP04-09239**  
**Issue Date:**

**Permit Fees Due: \$716.58**

**Traffic Impact Fees Due: \$0.00**

**Grand Total Due: \$716.58**

**Address: 0 DEL WEBB PKWY**

**Job Type: FEN**

**Parcel No.: 234-021-02**

**Zoning: PUD**

**Type:**

**Dwelling Units:**

**Height:**

**Area(Sq.Ft.):**

**Subdivision:**

**Block:**

**Valuation: 181,722**

**Occupancy: RES**

**Group:**

**Sprinklers: N**

**Fire Alarm: N**

**Stories:**

**Description of Work to Be Done**

ROCKERY WALLS

SIERRA CANYON VILLAGE 5 AT SOMERSETT 5H - Ref 04-08368  
for Del Webb Pkwy and LDP04-09557 for village 5 site

**Owner Information**

PN II INC

C/O DOWNUM CHRIS

985 SUN CITY LN  
LINCOLN CA 95648

**Tenant Information**

SIERRA CANYON VILLAGE 4

**Builder / General Contractor**

**Q & D CONSTRUCTION INC**

P O BOX 10865

RENO NV 89510

775-786-2677

NV Lic.: 8197B

Reno Lic.: 3561

**Subcontractors**

The undersigned hereby agrees to defend, indemnify and hold harmless the City of Reno, its officers, employees and agents from and against all demands, claims or liabilities that are asserted against the City of Reno arising from the undersigned's construction activities performed pursuant to the issuance of this permit (including but not limited to the undersigned's failure to perform in accordance with the approved permit and plans), save and except such demands, claims or liability that arise from the City of Reno's sole negligence or willful misconduct.

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By

Date

11/21/04

Builder/General Contractor or the Authorized Agent

**Building Permit**

Permission is hereby granted to execute the work described in this application in accordance with the Rules, Regulations, and Ordinances of the City of Reno.

Building and Safety Division

**ALL INSPECTIONS MUST  
BE COMPLETED**

PSOA013937

AA000540

2



## Inspection Record

Inspector Signature

Date

## Final Inspections

4070 - Retaining Wall Final

99 - 1701 Special Inspection Final

POST THIS PERMIT IN A  
CONSPICUOUS PLACEPermit Inspection Card  
City of Reno Building Permit

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Corrections and modifications as noted on plans and provisions of building codes and ordinances as adopted by the City of Reno whether specified on plans or not will be complied with:

By

Q&amp;D CONST.

Date

11/21/04

Builder and/or Contractor

Per

Title

CHIEF EST.

## Permit Expiration

In accordance with the UBC, this permit shall expire if work is not commenced within 180 days from the issue date or if work is suspended or abandoned at any time after the work is commenced for a period of 180 days.

PSOA013938

AA000541



**City of Reno  
Building Permit**

**Permit Number: LDP05-01056**

**Issue Date:**

**PAID**

**NOV 30 2005**

**Imp Dist.:**

**CITY OF RENO  
PERMIT PLACE**

**Permit Fees Due: \$0.00**

**Traffic Impact Fees Due: \$0.00**

**Grand Total Due: \$0.00**

**Owner Information**

**Address: 0 DEL WEBB PKWY**

**Job Type: SDP**

**Valuation: 2,831,036**

**Parcel No.: 234-021-02**

**Occupancy: RES**

**Zoning:**

**Group:**

**Type:**

**Sprinklers: N**

**Dwelling Units:**

**Fire Alarm: N**

**Height:**

**Stories:**

**Area(Sq.Ft.):**

**Subdivision:**

**Block:**

**Lot:**

**PN II INC**

**C/O DOWNUM CHRIS**

**985 SUN CITY LN**

**LINCOLN CA 95648**

**Tenant Information**

**SIERRA CANYON VILLAGE 8**

**65 UNIT SUBDIVISION**

**Description of Work to Be Done**

**SITE IMPROVEMENTS**

**GRADING AND WALLS FOR UNITS 8 & 9, SITE WORK FOR UNIT 8**

**3,869 lf. ROCKERY; 3,251 lf. MASONRY RETAINING.**

**Builder / General Contractor**

**Q & D CONSTRUCTION INC**

**P O BOX 10865**

**RENO NV 89510**

**NV Lic.: 8197A**

**Reno Lic.:**

**Subcontractors**

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**By**

**Date**

*[Signature]* 11/30/05

**Builder/General Contractor or the Authorized Agent**

**Building Permit**

Permission is hereby granted to execute the work described in this application in accordance with the Rules, Regulations, and Ordinances of the City of Reno.

**Building and Safety Division**

**ALL INSPECTIONS MUST  
BE COMPLETED**

**PS0A013951**

**AA000542**

*Lancel 186 2677*

## Inspection Record

Inspector Signature

Date

## Final Inspections

101 - 1704 Special Inspn Final Rep

101 - 1704 Special Inspn Final Rep

101 - 1704 Special Inspn Final Rep

821 - Quality Assurance Final

830 - SWP Final

## Fire Inspections

0020 - Fire Access &amp; Hydrants

0110 - Fire Department Final

POST THIS PERMIT IN A  
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City of Reno Building Permit

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Corrections and modifications as noted on plans and provisions of building codes and ordinances as adopted by the City of Reno whether specified on plans or not will be complied with:

By 

Date 11/30/05

Builder and/or Contractor

Per

Title

## Permit Expiration

In accordance with the IBC, this permit shall expire if work is not commenced within 180 days from the issue date or if work is suspended or abandoned at any time after the work is commenced for a period of 180 days.

PSOA013952

AA000543





# City of Reno Building Permit

Permit Number: **LDP04-06819**  
Issue Date:

Permit Fees Due: \$1,266.50

Traffic Impact Fees Due: \$0.00

Imp Dist.:

Grand Total Due: \$1,266.50

Address: 0 CHAMPION HILLS DR

Job Type: AAC

Parcel No.: 232-020-42

Zoning: PUD

Type:

Dwelling Units:

Height:

Area(Sq.Ft.):

Subdivision:

Block:

Valuation: 385,000

Occupancy: RES

Group:

Sprinklers: N

Fire Alarm: N

Stories:

Lot:

Description of Work to Be Done

ROCKERY WALL

## Owner Information

SOMERSETT DEVELOPMENT

100 W. LIBERTY ST. #990

RENO NV 89501

775-323-1405

## Tenant Information

## Builder / General Contractor

PARSONS BROS ROCKERIES INC

710 W SUNSET RD, #110

ENDERSON NV 89015

775-323-0302

NV Lic.: 29109

Reno Lic.: 8757

## Subcontractors

The undersigned hereby agrees to defend, indemnify and hold harmless the City of Reno, its officers, employees and agents from and against all demands, claims or liabilities that are asserted against the City of Reno arising from the undersigned's construction activities performed pursuant to the issuance of this permit (including but not limited to the undersigned's failure to perform in accordance with the approved permit and plans), save and except such demands, claims or liability that arise from the City of Reno's sole negligence or willful misconduct.

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By W. A. [Signature] Date 9/22/07

Builder/General Contractor or the Authorized Agent

## Building Permit

Permission is hereby granted to execute the work described in this application in accordance with the Rules, Regulations, and Ordinances of the City of Reno

[Signature]  
Building and Safety Division

**ALL INSPECTIONS MUST  
BE COMPLETED**

Q&D003534

AA000544

Q&D-SOA003190

## Inspection Record

Inspector Signature

Date

## Final Inspections

4070 - Retaining Wall Final

99 - 1701 Special Inspection Final

POST THIS PERMIT IN A  
CONSPICUOUS PLACEPermit Inspection Card  
City of Reno Building Permit

## GENERAL NOTES

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## NOTICE

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Corrections and modifications as noted on plans and provisions of building codes and ordinances as adopted by the City of Reno whether specified on plans or not will be complied with:

By W. J. O. S. Date 9/22/07

Builder and/or Contractor

Per \_\_\_\_\_

Title \_\_\_\_\_

## Permit Expiration

In accordance with the UBC, this permit shall expire if work is not commenced within 180 days from the issue date or if work is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Q&amp;D003535

AA000545

Q&amp;D-SOA003191





**City of Reno  
Building Permit**

**Permit Number: LDP04-01402**

**Issue Date:**

**PAID**

Permit Fees Due: \$900.79

Traffic Impact Fees Due: \$0.00

Imp Dist.:

Grand Total Due: \$900.79

Address: 0 SOMERSETT PKWY

Job Type: SDP

Valuation: 250,000

Parcel No.: 232-020-37

Occupancy: RES

Zoning: PUD

Group:

Type:

Sprinklers: N

Dwelling Units:

Fire Alarm: N

Height:

Stories:

Area(Sq.Ft.): 29,000

Subdivision:

Block:

Lot:

**Description of Work to Be Done**

ROCKERY WALL

29,000 SQ RETAINING WALL FOR SUBDIVISION 2 TO 10 FT TALL

**Owner Information**

COLEMAN-TOLL LTD PTNRSH

ATTN MITCHELL ANN MARIE P

3103 PHILMONT AVE

HUNTINGDON VALLEY PA 19006

**Tenant Information**

SOMERSETT

**Builder / General Contractor**

PARSONS BROS ROCKERIES INC

710 W SUNSET RD, #110

HENDERSON NV 89015

775-323-0302

NV Lic.: 29109

Reno Lic.: 8757

**Subcontractors**

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By [Signature] Date 3/29/04

Builder/General Contractor or the Authorized Agent

**Building Permit**

Permission is hereby granted to execute the work described in this application in accordance with the Rules, Regulations, and Ordinances of the City of Reno.

**CITY OF RENO**

**BUILDING DEPT.**

Building and Safety Division

AA000546

Q&D-SOA006939



## Inspection Record

Inspector Signature

Date

## Final Inspections

4070 - Retaining Wall Final

99 - 1701 Special Inspection Final

POST THIS PERMIT IN A  
CONSPICUOUS PLACEPermit Inspection Card  
City of Reno Building Permit

## GENERAL NOTES

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## NOTICE

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Corrections and modifications as noted on plans and provisions of building codes and ordinances as adopted by the City of Reno whether specified on plans or not will be complied with:

By W. J. Doe Date 3/28/04  
Builder and/or Contractor

Per \_\_\_\_\_

Title \_\_\_\_\_

## Permit Expiration

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# City of Reno Building Permit

Permit Number: LDP03-02938  
Issue Date:

Permit Fees Due: \$429.12

Traffic Impact Fees Due: \$0.00

Imp Dist.:

Grand Total Due: \$429.12

Address: 0 SOMERSETT PK

Job Type: AAC

Parcel No.: 208-290-01

Zoning: PUD

Type:

Dwelling Units:

Height:

Area(Sq.Ft.):

Subdivision:

Block:

Valuation: 46,000

Occupancy: COM

Group:

Sprinklers: N

Fire Alarm: N

Stories:

Lot:

## Owner Information

SOMERSETT DEVELOPMENT

100 W. LIBERTY ST. #990

RENO NV 89501

775-323-1405

## Permit Information

PERMIT #

## Description of Work to Be Done

ROCKERY WALLS

ON 18-HOLE GOLF COURSE - ref 03-01614 for grading/revveg.

## Builder / General Contractor

PARSONS BROS ROCKERIES INC

6600 W CHARLESTON BLVD STE 125

LAS VEGAS NV 89146

775-323-0302

NV Lic.: 29109

Reno Lic.: 10249

## Subcontractors

The undersigned hereby agrees to defend, indemnify and hold harmless the City of Reno, its officers, employees and agents from and against all demands, claims or liabilities that are asserted against the City of Reno arising from the undersigned's construction activities performed pursuant to the issuance of this permit (including but not limited to the undersigned's failure to perform in accordance with the approved permit and plans), save and except such demands, claims or liability that arise from the City of Reno's sole negligence or willful misconduct.

The undersigned agrees to obtain/maintain commercial liability insurance covering it during the term of the construction authorized by this permit, in an amount no less than the total construction cost of the work to be performed, and warrants that such liability policy shall include completed operations coverage as well as an additional insured endorsement naming the City of Reno as an additional insured with respect to operations performed by or for the undersigned for which the City of Reno has issued a building permit, without exclusion for bodily injury or property damage within the completed operations hazard.

By [Signature] Date 7/12/03

Builder/General Contractor or the Authorized Agent

Building Permit

Permission is hereby granted to execute the work described in this application in accordance with the Rules, Regulations, and Ordinances of the City of Reno.

Building and Safety Division

AA000548

Q&D-SOA023187

2



## Inspection Record

Inspector Signature

Date

## Building Inspections

7 - Footings-Retaining Wall

## Final Inspections

99 - 1701 Special Inspection Final

POST THIS PERMIT IN A  
CONSPICUOUS PLACEPermit Inspection Card  
City of Reno Building Permit

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By W. J. R.Date 9/12/07

Builder and/or Contractor

Per \_\_\_\_\_

Title \_\_\_\_\_

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**City of Reno  
Building Permit**

**Permit Number: LDP04-01961**  
**Issue Date:**

**PAID**

**APR 23 2004**

**Permit Fees Due: \$245.10**

**Traffic Impact Fees Due: \$0.00**

**Grand Total Due: \$245.10**

**Imp Dist:**

**CITY OF RENO  
PERMIT PLAGE**

**Owner Information**

**TOWN CENTER RESIDENTIAL LLC  
%MDGS ASSOC LLC  
9781 BLUE LARKSPUR LN STE 201  
MONTEREY CA 93940**

**Tenant Information**

**Address: 0 STONE BLUFF WY**

**Job Type: SDP**

**Valuation: 35,000**

**Parcel No.: 232-060-07**

**Occupancy: RES**

**Zoning: PUD**

**Group:**

**Type:**

**Sprinklers: N**

**Dwelling Units:**

**Fire Alarm: N**

**Height:**

**Stories:**

**Area(Sq.Ft.):**

**Subdivision:**

**Block:**

**Lot:**

**Description of Work to Be Done**

**ROCKERY WALLS  
540 LF ROCKERY WALLS 6 TO 8 FT HIGH**

**Builder / General Contractor**

**W E S CONSTRUCTION CO INC  
P O BOX 33099  
RENO NV 89533  
775-329-8641  
NV Lic.: 13722**

**Reno Lic.: 4257**

**Subcontractors**

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**By**

*Clay Miller*

**Date**

*23 Apr 2004*

**Builder/General Contractor or the Authorized Agent**

**Building Permit**

Permission is hereby granted to execute the work described in this application in accordance with the Rules, Regulations, and Ordinances of the City of Reno.

*Heidi Mueen*  
\_\_\_\_\_  
**Building and Safety Division**

**All inspections  
MUST be completed!**

*Called  
4-23-04*

**Q&D-LEUTERIO001853**

**AA000550**

**Q&D-SOA026206**

*3*

## Inspection Record

Inspector Signature

Date

## Final Inspections

4070 - Retaining Wall Final

99 - 1701 Special Inspection Final

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Builder and/or Contractor

Per \_\_\_\_\_

Title \_\_\_\_\_

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Q&amp;D-LEUTERIO001854

AA000551

Q&amp;D-SOA026207